

AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY

Important Notice

This document contains the Terms of the Tenancy of It sets out the promises made by the Tenant to the Landlord and vice versa. You should read this document carefully and thoroughly. You should also ask to be shown copies of any document referred to in this Agreement. Once signed and dated this Agreement will be legally binding and may be enforced by a court. Make sure that it does not contain Terms that you do not agree with and that it does contain everything you want to form part of the Agreement. Both parties are advised to obtain confirmation in writing when the Landlord gives the Tenant consent to carry out any action under this Agreement. If you are in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

Initials: _____ (Agent) _____ (Tenant)
_____ (Tenant) _____ (Tenant) _____ (Guarantor)

THIS AGREEMENT IS MADE on the Thirteenth Day of January Two thousand and Fifteen

The Parties to this Agreement and the Premises

THIS AGREEMENT IS MADE BETWEEN

A.
Of
&
of

AND

B. Madina Property Services Ltd
of 588 Stockport Road, Manchester, M13 0RQ

AND IS MADE IN RELATION TO PREMISES AT:

.....

The Main Terms of the Tenancy

1. Term of Tenancy.

The Landlord lets to the Tenant the Premises for a period of months. The Tenancy shall start on and include the DATE DD/MM/YY and shall end on and include the DATE DD/MM/YY

Occupants (including children)

The maximum number of occupants will be three including children.

Guarantor: none

Unless above stated as none, at the discretion of the landlord acting through his duly appointed agent the tenant shall provide a Guarantor of Guarantors who shall enter jointly and severally into the agreement with the landlord and in default of the tenant not fulfilling his duties under this agreement shall become wholly responsible for such duties and all rent outstanding rent costs and charges including any legal or other collection charges resulting from such default as recorded on the attached deed.

2. The Rent.

The Tenant shall pay to the Landlord or the Agent £.... payable in advance. The first payment shall be made on the **Seventeenth Day Of January Two thousand and Fifteen**. The landlord if he so wishes can give two months written notice at the end of the initial tenancy agreement or can be requested by the landlord after the first six months to review the rental amount and if necessary increase it.

3. The Deposit.

The deposit amount of you have paid will be entered into the smart deposit scheme You have signed and accepted the legally binding declaration that should there be any monies owing to the landlord at the time you vacate the property, you are obliged to pay, whether this be in respect of dilapidations or unpaid rent. Under the terms of the scheme you may be pursued for recovery of such sums.

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- 7.5. If rent is late an admin charge is applied and after 5 days it is passed to debt collection where further charges will apply. If rent is paid in cash a further fee is applied to cover our bank fees.
- 7.6. To pay the television licence regardless of the ownership of the television set.
- 7.7. To pay the cost of a check out of the Inventory and Schedule of Condition listing the condition of the Premises and the Fixtures and Fittings in the Premises at the end or earlier termination of the Tenancy. £85 .00This will be invoiced to you before you leave.
- 7.8. To pay the additional cost incurred by the Landlord, the Agent or the Inventory Clerk in making and attending a second appointment to check the Inventory and Schedule of Condition if the Tenant or his agent fails to attend a mutually agreed second appointment.
- 7.9. To pay £195.00 towards the cost of a credit check and associated references for each applicant.
- 7.10. To pay £95.00 for each extension of the Tenancy.
- 7.11. To Pay landlords.the agent £25 for each reference required by another agent, lender, credit reference agency,
- 7.12. To pay to the Landlord the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord arising from misuse or negligence by the Tenant, his family, or his visitors.

The Condition of the Premises: Repair, Maintenance and Cleaning

- 8.1. To take reasonable steps to keep the interior of the Premises and the Fixtures and Fittings in the same decorative order and condition throughout the Term as at the start of the Tenancy, as noted in the Inventory and Schedule of Condition. The Tenant is not responsible for the following:
 - fair wear and tear;
 - any damage caused by fire unless that damage was caused by something done or not done by the Tenant or any other person permitted by the Tenant to reside, sleep in, or visit the Premises;
 - repairs for which the Landlord has responsibility (these are set out in clause 24.3 of this Agreement);
 - damage covered by the Landlord's insurance policy.
- 8.2. To inform the Landlord, or the Agent, immediately they come to the notice of the Tenant of any repairs or other matters falling within the Landlord's obligations to repair the Premises as set out in clause 26.3 of this Agreement.
- 8.3. To keep the Premises and Fixtures and Fittings in a reasonably clean and tidy condition.
- 8.4. To clean to a good standard, or pay for the professional cleaning of the Premises at the end of the Tenancy, to the same standard to which the Premises and Fixtures and Fittings were cleaned prior to the start of the Tenancy, as stated in the Inventory and Schedule of Condition. Proof of receipt of professional clean needs to be provided on exit. Failure to do so will result in a professional cleaning cost charge of £100
- 8.5. Carpets must be cleaned professionally every twelve months.
- 8.6. To clean the inside and outside of the windows regularly and at the end of the Tenancy provided they were cleaned at the start of the Tenancy as shown in the Inventory and Schedule of Condition.
- 8.7. To clean the chimneys once a year (if applicable) provided they were cleaned at the start of the Tenancy.
- 8.8. To keep all smoke alarms in good working order provided they were working at the start of the Tenancy, by replacing batteries where necessary.
- 8.9. To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of the Tenant, his family, or his visitors.
- 8.10. To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Premises that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the Tenancy.
- 8.11. To replace all electric light bulbs, fluorescent tubes and fuses.
- 8.12. To make good, or compensate for, any failure by the Tenant to comply with the obligations set out in this section of this Agreement.
- 8.13. To carry out any work or repairs that the Tenant is required to carry out under this Agreement within a reasonable time of being notified; provided the Landlord or the Agent has given the Tenant written notice of those repairs; or to authorise the Landlord or the Agent to have the work carried out at the Tenant's expense. Where this obligation has not been met, the Landlord may enter the Premises (provided the Tenant has been given at least 24 hours notice in writing)

Initials: _____ (Agent) _____ (Tenant)

_____ (Tenant) _____ (Tenant) _____ (Guarantor)

with workmen, to carry out any repairs or other works. The reasonable cost of any repairs or work will be charged to and paid for by the Tenant.

- 8.14. To take reasonable precautions to keep all gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts free of obstruction.
- 8.15. To take all reasonable precautions to prevent condensation by keeping the Premises adequately ventilated and heated.
- 8.16. To clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Premises, if the blockage is caused by the negligence of, or the misuse by the Tenant, his family or any visitors.
- 8.17. To take all reasonable precautions to prevent infestation of the Premises and to pay for the eradication of any infestation caused by the negligence of the Tenant, his family or his visitors.
- 8.18. To ensure that the water softener, if applicable, is operational throughout the Tenancy and to provide and fill the water softener with salt as and when necessary as specified in the written instructions.

Insurance

- 9.1. Not to do or fail to do anything that leads to the policy on the Premises, or Fixtures and Fittings not covering any part of the losses otherwise covered by the policy, provided a copy of the policy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter.
- 9.2. To pay to the Landlord all reasonable sums paid by the Landlord for any increase in the insurance premium for the policy, or necessary expenses incurred as a result of a failure by the Tenant, his family, or visitors, to comply with clause 9.1 of this Agreement.
- 9.3. To inform the Landlord or his Agent of any loss or damage to the Premises or Fixtures and Fittings, promptly upon the damage coming to the attention of the Tenant.
- 9.4. To provide the Landlord or his Agent with details of any loss or damage, under clause 11.3 above, within a reasonable time of that loss or damage having come to the attention of the Tenant.
- 9.5. To have the carpets professionally cleaned upon exit or Madina Property Services Ltd will automatically do this and deduct costs from deposit.
- 9.6. To clean the oven thoroughly upon exit or Madina Property Services Ltd will have it professionally cleaned and deduct monies from your deposit.
- 9.7. **The Tenant is warned that the Landlord's policy does not cover his possessions and is strongly advised to insure his belongings with a reputable insurer.**

Access and Inspection

- 10.1. To allow the Landlord, the Agent, any Superior Landlord, professional advisers, or authorised contractors to enter the Premises with or without workmen and with all necessary equipment. Except in an emergency, the Landlord or the Agent will give the Tenant not less than 24 hours written notice. The Tenant is only required to allow access when:
 - the Tenant has not complied with a written notice under clause 8.13 of this Agreement and the Landlord or the Agent wishes to enter the Premises in accordance with that clause;
 - the Landlord, the Agent, or an appointed contractor seeks to carry out work for which the Landlord is responsible (those responsibilities are set out in clause 26.3 of this Agreement);
 - a professional adviser has been appointed by or authorised by the Landlord or the Agent to visit or inspect the Premises;
 - the safety check of the gas appliances is due to take place;
 - the Landlord or the Agent wishes to inspect the Premises.
- 10.2. To allow the Premises to be viewed by prior mutually acceptable appointment, at reasonable times, during normal working hours, and upon the Tenant being given at least 24 hours' notice in writing, following a request by any person who is (or is acting on behalf of) the Landlord or the Agent and who is accompanying a prospective purchaser or tenant of the Premises.
- 10.3. To allow the Landlord or the Agent to erect a reasonable number of "for sale" or "to let" signs at the Premises, during the last two months' of the Tenancy.

Initials: _____ (Agent) _____ (Tenant)
_____ (Tenant) _____ (Tenant) _____ (Guarantor)

- 13.6. To provide the name, address and account number of the new supplier within a reasonable time of transfer.
- 13.7. To pay any costs incurred by the Landlord or the Agent in transferring the account back to the original supplier at the end of the Tenancy.
- 13.8. To pay to the Landlord all costs incurred in the re-connection of any service (including any arrears of payment) following disconnection of any service whether caused by the Tenant's failure to comply with clause 7.2 or by anything done or not done by the Tenant.
- 13.9. To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Premises.
- 13.10. To pay all outstanding accounts with the utility service providers during and at the end of the Tenancy.
- 13.11. To permit the Landlord or the Agent at the termination or earlier ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of the service providers set out in clause 13.1 and to the local authority.

Animals and Pets

- 14.1. Not to keep any animals or birds (whether domestic or otherwise) in the Premises without the prior consent of the Landlord or the Agent which will not be unreasonably withheld.

Leaving the Premises Empty

- 15.1. To notify the Landlord or the Agent before leaving the Premises vacant for any continuous period of **21 days** or more during the Tenancy.
- 15.2. To comply with any conditions set out in the Landlord's Policy for empty Premises, provided a copy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter. This provision shall apply whether or not the Landlord or the Agent has been or should have been notified of the absence under Clause 15.1 of this Agreement.

Locks and Alarms

- 16.1. To fasten all locks and bolts on the doors and windows when the Premises are empty and at night.
- 16.2. To set the burglar alarm (if applicable) when the Premises are vacant.
- 16.3. To pay any call-out charges or other charges incurred by the Landlord where the Tenant, his family or visitors has accidentally or negligently set off the burglar alarm.
- 16.4. Not to install or change any locks in the Premises without the prior consent of the Landlord, or the Agent which will not be unreasonably withheld, except in an emergency.
- 16.5. Not to have any further keys cut for the locks to the Premises without notifying the Landlord or the Agent of the number of additional keys cut.
- 16.6. To return all keys, including any additional keys, remote controls, or security devices to the Landlord or the Agent at the end of the Tenancy (whether before or after the Term of this Agreement).
- 16.7. To pay for the cost of replacement remote controls or other security devices that have been lost or not returned at the end of the Tenancy.

Garden etc

- 17.1. To keep the garden, window boxes and patios if any in the same condition and style as at the commencement of the Tenancy.
- 17.2. To keep the window boxes borders, paths, and patios, if any, weeded.
- 17.3. To cut the grass regularly during the growing season.
- 17.4. To allow any person(s) authorised by the Landlord or his Agent if applicable access to the Premises for the purpose of attending to the garden.
- 17.5. Not to lop, prune, remove or destroy any existing plants, trees or shrubs, unless it is required to keep the garden in good order without the consent of the Landlord or the Agent which will not be unreasonably withheld.

House Plants

- 18.1. To avoid any doubt the Tenant will not be under any obligation to pay for or to replace any house plant that has been left in the Premises, if the houseplant dies.

Car Parking

Initials: _____ (Agent) _____ (Tenant)
_____ (Tenant) _____ (Tenant) _____ (Guarantor)

Statutory repairing Obligations

- 24.3. To comply with the obligations to repair the Premises as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections impose on the Landlord obligations to repair and keep in good order:
- (a) the structure of the Premises and exterior (including drains, gutters and pipes);
 - (b) certain installations for the supply of water, electricity and gas;
 - (c) sanitary appliances including basins, sinks, baths and sanitary conveniences;
 - (d) space heating and water heating;
- but not other fixtures, fittings, and appliances for making use of the supply of water and electricity. This obligation arises only after notice has been given to the Landlord by the Tenant as set out in clause 8.2.
- 24.4. To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated in clause 24.3 above.

Insurance

- 24.5. To insure the buildings and contents of the Premises under a general household policy with a reputable insurer.
- 24.6. To provide a copy of the relevant insurance certificate and policy to the Tenant at the start of the Tenancy or as soon as possible thereafter.

Other Repairs

- 24.7. To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Fittings, unless the lack of repair is due to the negligence or misuse of the Tenant, his family, or visitors..

Safety Regulations

- 24.8. To confirm that all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 24.9. To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the Tenancy.
- 24.10. To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
- 24.11. To ensure that any electrician carrying out electrical work at the Premises is a member of an approved scheme.

Head Lease

- 24.12. To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Premises are held under a Superior Lease.
- 24.13. To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.
- 24.14. To provide a copy of the relevant sections of the Head Lease to the Tenant at the start of the Tenancy.
- 24.15. To pay all charges imposed by any Superior Landlord for granting this Tenancy.

Other Taxes

- 24.16. To pay, cover and compensate the Tenant for all tax assessments and outgoings for the Premises apart from those specified as the obligations of the Tenant in this Agreement.

Inventory and Check Out

- 24.17. To pay for the making of a fully comprehensive Inventory and Schedule of Condition prior to the commencement of the Tenancy. Currently £75.00

Possessions and Refuse

- 24.18. To remove or pay for the removal of all the possessions of the Landlord and any rubbish prior to the start of the Tenancy.

Interrupting or Ending this Agreement

Initials: _____ (Agent) _____ (Tenant)
_____ (Tenant) _____ (Tenant) _____ (Guarantor)

The following clauses set out the ways in which this Agreement may be brought to an end by either party. In addition, these clauses set out the procedures which the Tenant or Landlord shall use when the Tenancy is brought to an end.

It is agreed between the Landlord and Tenant as follows:

Ending the Tenancy and Re-entry

25.1. If at any time:

- (a) the Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or
- (b) if any agreement or obligation of the Tenant is not complied with; or
- (c) if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being grounds 2, 8, 10, 11, 12, 13, 14, 15 or 17 are made out (see Definitions);

the Landlord may give written Notice to the Tenant that the Landlord seeks possession of the Premises. If the Tenant does not comply with that Notice the Landlord will bring this Agreement to an end and re-gain possession of the Premises by complying with his statutory obligations; obtaining a court order; and re-entering the Premises with the County Court Bailiff. When the Bailiff enforces a possession order the Tenancy shall end. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant’s obligations under this Agreement.

Early Termination

25.2. If the Tenant vacates the Premises during the Term apart from according to any agreed break clause which is included within the Agreement, the Tenant will remain liable to pay Rent and any other monies payable under this Agreement until the Term expires; or the Premises are re-let whichever is earlier. If it is agreed to re let, our re let fees will be payable by the tenant.

Removal of Goods

25.3. The Tenant will be responsible for meeting all reasonable removal and/or storage charges, when small items are left in the Premises which can be easily moved and stored; and the Landlord removes them from the Premises and stores them for a maximum of one month. Charges will only be incurred where the Landlord has given the Tenant written notice addressed to the Tenant at the forwarding address provided by the Tenant, or in the absence of any address after making reasonable efforts to contact the Tenant; that items have not been cleared; and the Tenant has failed to collect the items promptly thereafter. If the items are not collected within one month of the Tenant being notified the Landlord may dispose of the items and the Tenant will be liable for all reasonable costs of disposal; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

25.4. The Tenant will remain liable for Rent and other monies under this Agreement when the Premises are left full of bulky furniture, or a large amount of other bulky and heavy discarded items belonging to the Tenant; which may prevent the Landlord residing in, re-letting, selling or making any other use of the Premises until the items are removed from the Premises; or the Landlord or the Agent remove, store, or dispose of the items after giving the Tenant at least 14 days written notice, addressed to the Tenant at the forwarding address provided by the Tenant; or in the absence of any address after making reasonable efforts to contact the Tenant; that they consider the items to be abandoned. The Tenant will be responsible for meeting all reasonable disposal, removal and or storage charges; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

Interruptions to the Tenancy

26.1. If the Premises are destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, Rent will cease to be payable until the Premises are reinstated and rendered habitable; unless the insurance monies are not recoverable (whether in whole or in part) because of any thing done or not done by the Tenant, his family or his visitors.

26.2. If the Premises are not made habitable within one month, either party may terminate this Agreement by giving immediate written notice to the other party.

Initials: _____ (Agent) _____ (Tenant)

_____ (Tenant) _____ (Tenant) _____ (Guarantor)

Data Protection Act 1998

- 27.1. It is agreed that personal information of both the Landlord and the Tenant will be retained by the Agent and may be used for marketing purposes during the Tenancy; that present and future addresses and other contact details of the parties may be provided to each other, to utility suppliers, the local authority, authorised contractors, any credit agencies, reference agencies, legal advisers, debt collectors, or any other interested third party.

Notices

- 28.1. The Landlord has notified the Tenant that according to sections 47 and 48 of the Landlord and Tenant Act 1987 the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord is:
- 28.2. The Tenant shall as soon as reasonably practicable deliver or post on to the address set out in clause 28.1, any notice or other communication which is delivered or posted to the Premises.
- 28.3. The provisions for the service of notices are that if the Landlord or the Agent deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Premises by 5pm or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Premises or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.
- 28.4. The provisions for the service of notices are that if the Tenant or his agent deliver by hand by 5pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post at the address specified in clause 28.1 the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Landlord at the address specified in clause 28.1 or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.

Stamp Duty Land Tax

- 29.1. The parties certify that there is no other agreement for a long term lease or tenancy, which attracts Stamp Duty Land Tax payable at a higher rate on a purchase or premium, to which this Agreement gives effect.
- 29.2. The Tenant agrees that he will comply with his legal responsibility to pay the costs of the Stamp Duty Land Tax for the Agreement given to him and signed by the other party if the Rent exceeds the threshold after deduction of the discount.

Special Clauses

- 30.1. The clauses shown at Schedule A (if any) form part of this Agreement.

Definitions & Interpretation

In this Agreement the following definitions and interpretation apply:

- 31.1. "Landlord(s)" include anyone owning an interest in the Premises, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Premises.
- 31.2. "Tenant" includes anyone entitled to possession of the Premises under this Agreement.
- 31.3. "Joint and several" means that when more than one person comprise the Tenant, they will each be responsible for complying with the Tenant's obligations under this Agreement both

Initials: _____ (Agent) _____ (Tenant)
 _____ (Tenant) _____ (Tenant) _____ (Guarantor)

individually and together. The Landlord may seek to enforce these obligations and claim damages against any one or more of those individuals. It also means that the Guarantor will be liable with the Tenant to pay all rent and any debt arising from any breach of the Tenancy until all debt is paid in full.

- 31.4. "Guarantor" is the person responsible for discharging the Tenant's obligations if the Tenant defaults whether the Landlord elects to pursue the Tenant or not.
- 31.5. "Agent" is Madina Property Services Ltd or anyone who subsequently takes over the rights and obligations of the Agent.
- 31.6. "Premises" includes any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy. When the Tenancy is part of a larger building the Premises include the use of common access ways and facilities.
- 31.7. "Fixtures and Fittings" include references to any of the fixtures, fittings, furnishings, or effects, floor, ceiling or wall coverings.
- 31.8. "Inventory and Schedule of Condition" is the document drawn up prior to the commencement of the Tenancy by the Landlord, the Agent, or Inventory Clerk which shall include the Fixtures and Fittings in the Premises including all matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy.
- 31.9. "Term" or "Tenancy" includes any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.
- 31.10. "Deposit" is the money held by the Agent in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms of this Agreement.
- 31.11. "Stakeholder" means that deductions can only be made by the Agent from the Deposit at the end of the Tenancy with the written consent of both parties.
- 31.12. "Notice Period" is the amount of notice that the Landlord must give the Tenant and vice versa.
- 31.13. "Stamp Duty Land Tax" is the tax payable (if applicable) to the Stamp Office on the signing of this Agreement by the Tenant, if the Rent after discount exceeds the threshold. Further information can be obtained from the Inland Revenue website on www.hmrc.gov.uk/so.
- 31.14. "Emergency" means where there is a risk to life or damage to the fabric of the Premises or Fixtures and Fittings contained in the Premises.
- 31.15. "Water charges" include references to water sewerage and environmental service charges.
- 31.16. "Superior Landlord" means the person for the time being who owns the interest in the Premises which gives him the right to possession of the Premises at the end of the Landlord's lease of the Premises.
- 31.17. "Head Lease" sets out the promises your Landlord has made to his Superior Landlord. The promises contained in this Head Lease will bind the Tenant if he has prior knowledge of those promises.
- 31.18. "the Policy" means any insurance policy held by the Landlord for the Premises or the Fixtures and Fittings.
- 31.19. References to the singular include the plural and references to the masculine include the feminine.
- 31.20. The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.
- 31.21. The basis upon which the Landlord can recover possession from the Tenant, during the fixed term, apart from Ground 1, are set out in the Grounds of Schedule 2 of the Housing Act 1988, (as amended) and which are referred to in this Agreement are as follows:

Mandatory Grounds

Ground 2: at the start of the Tenancy the Tenant was advised that the Landlord owns the property, normally lives there and that his lender may have a power of sale of the Property if the Landlord does not make his mortgage payments for the Property;

Ground 8 : both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is (a) at least eight weeks Rent unpaid where Rent is payable weekly or fortnightly; (b) at least two months Rent is unpaid if Rent is payable monthly; (c) at least one quarters Rent is more than three months in arrears if Rent is payable quarterly; (d) at least three months Rent is more than three months in arrears if Rent is payable yearly;

Discretionary Grounds

Ground 10: both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is some Rent outstanding;

Ground 11: there is a history of persistently late Rent payments;

Initials: _____ (Agent) _____ (Tenant)

_____ (Tenant) _____ (Tenant) _____ (Guarantor)

- Ground 12:** the tenant is in breach of one or more of the obligations under the tenancy agreement;
- Ground 13:** the condition of the Property or the common parts has deteriorated because of the behaviour of the tenant, or any other person living at the Property;
- Ground 14:** the tenant or someone living or visiting the Property has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; Or, that a person residing or visiting the Property has been convicted of using the Property, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in or in the locality of, the Property;
- Ground 15:** the condition of the furniture has deteriorated because it has been ill treated by the tenant or someone living at the Property;
- Ground 17:** the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by either the tenant or a person acting at the tenant's instigation.

MADINA PROPERTY

Initials: _____ (Agent) _____ (Tenant)
_____ (Tenant) _____ (Tenant) _____ (Guarantor)

Signatures to the Agreement

DO NOT SIGN THIS AGREEMENT IF YOU DO NOT WANT TO BE BOUND BY IT

SIGNED

By, or for and on behalf of, the
LANDLORD

SIGNED

FIRST TENANT

SIGNED

SECOND TENANT

SIGNED

THIRD TENANT

**WITNESS'S
SIGNATURE**

SIGNED

GUARANTOR

Initials: _____ (Agent) _____ (Tenant)
_____ (Tenant) _____ (Tenant) _____ (Guarantor)