

This agreement is intended to create an assured short hold tenancy as defined in section 19A of the Housing Act 1988 (as amended by the Housing Act 1996) and the provision for the recovery of possession by the landlord in section 21 thereof apply accordingly

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**DATED: .....**

**WHETLEY MILLS COMPANY LTD**

TO

1. ....
2. ....
3. ....
4. ....
5. ....
6. ....

**TENANCY AGREEMENT**

**RELATING TO:-**

FLAT .....

5 ST PETERS BUILDING

ST PETERS PLACE

LEEDS

LS9 8AQ

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**THE TENANT HEREBY AGREES WITH THE LANDLORD  
as follows:**

**2.1** To pay the said rent clear of all deductions at the time and in the manner aforesaid whether demanded or not. In the event of any instalment of rent remaining unpaid for 7 days after due date the Landlord may charge an administration fee of £40 to cover the cost of sending letters to the tenant and this charge will be raised in respect of every seven day period for which the rent remains unpaid. In addition interest may be charged at a rate of 4% over the Bank of England base rate.

**2.2** On the signing hereof the deposit with the Landlord(s) the sum of £..... to held against all possible liability arising by reason of the Tenants failure to observe and perform the obligations hereunder (including the obligation to pay rent and stay for the period agreed) and the Landlord shall be entitled to deduct from the deposit such sums as may be required properly to remedy any such failure and such deposit or the balance thereof to be returned to the Tenant without interest as soon as administratively possible and after determination of the tenancy .

**2.3** Not to set off against the rent the Deposit referred to herein.

**2.4** To pay the Council Tax in respect of the Premises during the said term and to indemnify the Landlord fully there from including any liability which may be incurred by the Landlord as a result of the Tenant ceasing to occupy the Premises as his sole or main residence.

**2.5** To purchase at their own expense the appropriate television broadcast receiving license in respect of any television receiver at the Premises and ensure at all times during the Tenancy hereby created there is a current valid television receiving license in force in respect of any televisions set in the Premises whether belonging to the Landlord or Tenant or hire company and should the tenant have hired the television receiver or any other appliance, arrange for it's return to the hirer at the end of term.

**2.6** Subject to the provision for approval referred to in clause 2.34 hereof in respect of the decoration of the Premises to hold in the same repair order and condition as specified in the said Inventory (fair wear and tear and damage by the Insured Risks only expected) the interior of the Premises together with glass and fixtures and fittings of the Premises and all the Contents.

**2.7** Subject to the landlords obligation in clause 3.1 hereof to ensure all electrical gas and other appliances are kept in good working order and to pay for the immediate replacement of any parts which have become defective through negligence or ill treatment by the Tenant or any invitee of the tenant and to replace all light bulbs and electrical fuses which become defective.

**2.8** Subject to the landlords obligation in clause 3.1 hereof to keep the furniture and effects specified in the Inventory or forming part of the Contents together with the interior of the Premises clean and in the same repair order and preservation as at the commencement of the Tenancy ( fair wear and tear and damage by Insured Risks only excepted) and so far as possible forthwith to replace the articles of the same sort and equal value such as may be lost or broken or destroyed or to compensate the Landlord in damage for any omission. To replace as aforesaid and to repair and make good such articles as may be damaged (except as aforesaid) and not to permit or suffer any of the said furniture and effects or any subsequent furniture or effects to be removed from the premises otherwise than for necessary repairs (whereupon written notice thereof shall be given to the Landlord) without the consent of the Landlord.

**2.9** To have the chimneys (if any) belonging to the Premises thoroughly swept and cleaned as often as necessary.

**2.10** To have all the windows cleaned on a regular basis and to leave all windows clean at the determination of the determination of the Tenancy.

**2.11** To keep all the property at all times well and sufficiently aired and ventilated by the opening of windows regularly and keeping the property warmed during the tenancy. Also to wipe down any accumulating condensation and any associated mildew or mould which may form within the property.

**2.12** Not to park any car caravan motor cycle boat or other vehicle on any part of the premises except that a private motor car or motor cycle may be parked in such position as the Landlord specifies.

Initial by Tenant(s) :-

**2.13** Subject to the Landlords obligation in clause 3.2 hereof to ensure that all taps baths wash basins closets cisterns domestic water heaters and waste and other internal pipes together with drains down pipes and gutters in or connected with Premises are kept clean and open and not to damage the pipes wires conduit fittings and appliances within or exclusively serving the Premises and any blockage to the drains down pipes and gutters in or connected with the premises must be cleared at the tenants expense within 7 days of the occurrence save where the blockage is in the opinion of an expert and after physical investigation, is due to collapsed or damaged drains or due to invasive tree roots or where such blockage is reported within fourteen days of the tenant taking up residence in the property.

**2.14** To make good all damages occasioned to the Premises or to any part of the building through any breach of the obligations set out in clause 2.15 hereof or through any improper use by or the negligence of the Tenant or the servants or agents for the Tenant or any person for the time being in or using the Premises or through the stopping up bursting overflowing or leakage of any of the said taps baths wash basins waste closets sinks cisterns heaters pipes fitting or apparatus due to the negligence of the Tenant or any such persons as aforesaid PROVIDED THAT this sub clause shall not impose any liability upon the tenant which is cast upon the Landlord by section 11 of the Landlord and Tenant Act 1985 as amended by Section 116 of the Housing Act 1988 and the Gas Safety (Installation and Use) Regulations 1994 as amended.

**2.15** To give notice to the Landlord and proper sanitary authority in the event of disinfestations or fumigation being required in consequence of the occurrence of any infectious or contagious illness or infestation of rats mice fleas insects and the like on the premises provided the illness or infection occurs after tenants takes possession and to bear the cost of any remedial action taken except when the tenant cannot reasonably control such infestation and FURTHER to pay for the cost of redecoration where necessary and replace or pay for the replacement of any articles which require to be destroyed on account of any such infection infestation or contagion.

**2.16** In the event that the Landlord gives to the tenant written notice of any failure to carry out any repairs which are the obligation of the tenant under this Agreement the Tenant agrees to carry out such repairs within one month of receiving such notice or immediately in the case of emergency failing which the Landlord shall be entitled to enter the Premises to perform the said works the cost of which will be paid by the Tenant to the Landlord upon demand.

**2.17** In the event that the washing machine and tumble dryer (if any) serving the Premises malfunction for whatever reason and causes damage to the Tenant's contents within then the Tenant agrees to make a claim against the Landlord or the Landlord's Insurers for any recompense or compensation for any such loss or damage suffered.

**2.18** In the event of the refrigerator and freezer (if any) ceases to properly function with the result that any comestible contained in the said appliance(s) and belonging to the Tenant thaws or becomes damaged or otherwise unsafe for human consumption and as a consequence requires to be destroyed or discarded then the tenant agrees not to seek reimbursement from the Landlord for any loss or inconvenience suffered.

**2.19** To keep the garden (if any) properly cultivated and free from weeds and in a neat and tidy condition and not to cut down any trees plants (other than annual plants) and not to alter the layout of the garden nor to remove any garden furniture or ornaments.

**2.20** Not to leave the Premises unattended for a period of more than 14 consecutive days without prior written notice to the Landlord and in such event the Tenant agrees to comply with the stipulations contained in the Landlord's insurance policy in respect of vacant and empty properties.

**2.21** (a) When the premises are left unattended to fasten securely all locks fitted to doors and windows of the Premises and to ensure that the burglar alarm (if any) is activated in accordance with the manufacturers instructions relating thereto.

(b) During the period from 1<sup>st</sup> November to 30<sup>th</sup> April to take adequate precautions to avoid damage from the freezing and bursting of pipes PROVIDED this sub clause shall not oblige the Tenant to lag or otherwise protect pipes that are not already lagged or protected

**2.22** To give the Landlord written notice of any damage destruction loss or happening to the premises or the contents however so caused immediately it comes to the attention of the tenant.

Initial by Tenant(s): -

**2.23** To grant to the landlord and the superior landlord (if any) and their respective agents an appointment on 48 hours prior notice (except in an emergency) with or without workmen and other with all necessary appliances at all reasonable times to enter upon the Premises or any part thereof in order to inspect the state of repair and decoration thereof and to paint outside the Premises or the building and generally to carry out therein or therefore any repairs additions alterations or other works which may appear to the landlord or to the superior landlord or their respective Agent (as the case may be) to be necessary to the Premises or the building).

**2.24** To forward forthwith to the Landlord promptly any notice received concerning the Premises or building or any neighbouring premises or building.

**2.25** To forward forthwith to the Landlord any correspondence addresses to either of them which is delivered to or left at the Premises or has otherwise come to the attention of the Tenant.

**2.26** Not to replace nor add any new locks to the Premises without the previous written consent of the Landlord (except in an emergency) and the tenant undertakes that one full set of keys to the new lock shall at all times be provided at the Tenant's expense to the Landlord.

**2.27** To hand over to the Landlord or their representative on the last day of the Tenancy whether on its expiration or sooner determination all keys to the Premises (including any duplicate made by the tenant).

**2.28** Not to assign or sublet without the landlord's written consent (along with the mortgage lenders written consent where the property is subject to a mortgage or charge) which cannot be unreasonably withheld and must be given within a reasonable time.

**2.29** Not to carry nor permit to be carried out upon the Premises or any part thereof any profession trade or business whatsoever and to use the same or any part thereof or permit the same or any part thereof to be used otherwise than for the purpose of private residence by the Tenant as his main and principal home.

**2.30** Not to do or permit or suffer to be done any act or thing which may render void or void able any policy of insurance on the Premises or Building or any part thereof or on the Contents or which may cause an increased premium to be payable in respect thereof and to repay to the Landlord on demand all sums from time to time paid by way of increased premiums and all expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this sub clause.

**2.31** Not to use or permit or suffer the Premises or any part thereof to be used for any illegal or immoral purpose and not to hold any sale or auction thereon not to do or suggest to be done in or upon the Premises or the building anything which may be or become a danger nuisance or annoyance or cause damage or inconvenience to the Landlord or the occupier of any part of the building or neighbouring owner or occupiers.

**2.32** Not to carry out any decoration to the Premises nor any part thereof without the prior written consent of the Landlord and not to alter nor interfere with the construction or arrangements of the Premises or the fixtures and fittings therein belonging to the Landlord for which the Landlord is responsible or alter or injure or affix anything to the walls or damage the floors wiring pipes or drains of the premises and further not to alter or to have made altered any electrical wiring or plumbing or gas installation on the premises.

**2.33** Not to allow the telephone line to be disconnected at any time FURTHER not to install nor permit to be installed therein any additional or alternative telephone equipment without the prior written consent of the Landlord.

**2.34** Not to use the loft cellar garage or out buildings belonging to the Premises (if any) for storing or placing any of the Landlord's contents without prior written consent of the Landlord.

**2.35** Not to place leave or cause to be left anything in any entrance landing or passage stairway lift or common part of the building (if any) and not to throw or allow to be thrown anything whatsoever from any window of the Premises

**2.36** Not to keep or allow to be kept any animal reptile or bird in or on the Premises without the written permission of the Landlord which if given shall be deemed to be by way if license recoverable at will.

**2.37** Not to cause or permit any offensive or inflammable material to collect in or on the Premises and not to use or permit to be used on the Premises any heater fuel which is of a dangerous nature, save that which may be used in the normal occupation of the property.

Initial by Tenant(s): -

**2.38** Not to make or suffer to be made any unreasonable noise in or on the Premises.

**2.39** At the determination of the Tenancy to ensure that all items (if any) is freshly laundered and to have professionally cleaned all counterpanes blankets duvets carpets upholstery curtains and other article set out in the inventory or articles substituted for the same which shall be shown by reference to the inventory to have been soiled during the tenancy but in any event to have the carpets professionally cleaned at least every twelve months throughout the tenancy. Deterioration of the interior caused by nicotine/tobacco smoke is not reasonably considered “fair wear and tear” and the tenants will be held responsible for the reasonable cost of any damage to the decoration resulting there from.

**2.40** Not to erect or permit to project outside the premises any wireless satellite dish or television aerial without the prior consent in writing of the Landlord.

**2.41** At the expiration or sooner of the determination of the Tenancy hereby created to yield up the premises and all additions thereto and all fittings and Landlord’s fixtures therein and also Contents or the articles substituted for any of the Contents in such state of repair condition order preservation and cleanliness as shall be in accordance with the Tenant’s stipulation herein contained and as regards the furniture and effects in the rooms and places in which they were at the commencement of the Tenancy so that the Premises are ready for immediate re – occupation.

**2.42** During the term of the tenancy (at all reasonable times on previous notice being given to the Tenant) to grant access to the Landlord or his Agent with or without any prospective purchaser or tenant to enter upon and view the premises.

**2.43** If the Tenant or any agent appointed by the Tenant shall not keep an appointment made by the Landlord or the Agents to check the Inventory to pay the additional costs incurred by the Landlord in making and attending a second appointment to check the Inventory and if neither Tenant nor the agent of the tenant shall keep such a second appointment any assessment made by the Landlord or his agent shall be final and binding.

**2.44** In the event that the Tenants goods or any of them or any possessions belonging to members of the Tenants household shall not have been removed from the premises at time of expiration or sooner determination of the tenancy to pay to the Landlord damages at the rate equal to the rent then payable for the premises until the Tenant shall have removed all such goods and in the event of them not being removed the Landlord Shall be entitled to remove the same at the sole risk of the Tenant and to charge the Tenant for the cost of removal and storage and in addition the Tenant undertakes to pay to the Landlord all additional expenses incurred by the Landlord in checking the Inventory which cannot be checked until all goods and possessions belonging to the Tenant and members of his household have been removed.

**2.45** To perform and observe the covenants in the lessee’s part contained in any superior lease (if any) except only for the payment of rent reserved thereby and service charge therein defined (if any) and save insofar as they are inconsistent with the stipulations on the part of the Tenant contained herein and to keep the Landlord indemnified against all claims damaged cost and expenses in any way relating thereto.

**2.46** To allow the Landlord or his Agent to enter the Premises to comply with any lawful requirement of anybody have statutory powers even if that restricts the enjoyment of the Premises.

**2.47** To allow any persons who reasonably need access in order to inspect repair or clean neighbouring premises to enter the Premises at any reasonable time provided such person gives at least two days notice (save in the event of an emergency) and making good any damage to the Premises promptly.

**2.48** To indemnify and hold harmless the Landlord against all cost and expenses howsoever arising from any breach on the part of the Tenant of this Agreement.

**2.49** To give the Landlord at least two calendar months notice in writing to terminate the tenancy such notice no to expire earlier than the end of the fixed term of tenancy.

Initial by Tenant(s): -
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### **3. THE LANDLORD AGREES WITH THE TENANT as follows:**

**3.1** To provide and maintain the premises and Contents in good repair during the Tenancy except in respect of damage caused by the Tenant or any invitee insofar as the Tenant is liable to keep the premises in repair under clause 2 hereof.

**3.2** To maintain all gas and electrical appliances and central heating system (if any) and make good or replace any parts which become defective due to fair wear and tear (except light bulbs and electrical fuses) and not caused by negligence on the part of the tenant or invitee.

**3.3** To keep the premises and the Landlord's contents insured against fire and the usual comprehensive risks ('The Insured Risk')

**3.4** That the Tenant paying the rent and observing stipulation on the part of the Tenant herein contained shall peaceably hold and enjoy the Premises during the Tenancy without any interruption by the Landlord or any person lawfully claiming under or in trust for the said Landlord.

### **4. MISCELLANEOUS**

**4.1** If the premises shall be destroyed or damaged by an insured risk so as to be unfit for habitation and use the rent hereby reserved shall cease to become payable until the premises have been rendered fit again for occupation and provided that the Landlord's insurance shall not have vitiated as a result of any act or omission by the Tenant or invitee then the Tenant may by giving written notice to the Landlord terminate the tenancy forthwith in which event any rent which may have been paid by the tenant in respect of any unexpired period of the tenancy shall be repaid by the landlord.

**4.2** PROVIDED ALWAYS and it is hereby agreed that if the rent hereby reserved or any part thereof shall be unpaid for 14 days after becoming payable (whether formally demanded or not) or any of the foregoing covenants or stipulation on the Tenants part shall nor be performed and in particular relating to Ground 8 in part I Schedule 2 of the Housing Act 1988 and Grounds 10 to 15 inclusive and Ground 17 in part II Schedule 2 of the Housing Act 1988 (as amended) or if the tenant for the time shall become bankrupt the Landlord may at any time thereafter re-enter upon the Premises and resume possession of the Contents and thereupon this Tenancy shall determine but without prejudice to any right of action or remedy to the Landlord in respect of any antecedent breach of the tenant's stipulations herein contained.

**4.3** THIS CLAUSE is to inform you that the Landlord may recover possession of the property under ground 1 of part 1 of Schedule 2 of the Housing Act 1988 (but not at any time earlier than six months from the beginning of the tenancy in the case of an Assured Short hold Tenancy) and further that the property is subject to a mortgage and:

- (a) The mortgage is entitled to exercise a power of sale conferred on it by a mortgage or by Section 101 of the Law of Property Act 1925.
- (b) The mortgagee may require possession of the property for the purpose of disposing of it with vacant possession in exercise of that power and possession of the property may also be recovered under Ground 2 of Part 1 of Schedule 2 of the Housing Act 1988

**4.4** The landlord warrants that he is the sole owner of the leasehold and or freehold (as the case may be) interest in premises and that all consents necessary to enable him to enter into this agreement (whether from superior leases mortgagees or other) have been obtained.

**4.5** The Landlords warrants that all furniture and soft furnishings beds mattresses pillow and cushions supplied to the premises comply (if appropriate) with the provision of the Furniture and Furnishings (Fire) (Safety) Regulations 1988 and the Furniture and Furnishing (Fire) (Safety) (Amendment) Regulations 1993

Initial by Tenant(s): -  
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**4.6** The landlord warrants that he will comply with the Gas Safety (Installation and Use) (Amendment) (No.2) Regulations 1996 by ensuring that a copy of the record of any appliance or flue so checked under the Gas Safety (Installation and Use) Regulations 1994 as amended is given to the tenant within 28 days of that check being carried out at the premises under the said Regulations and further the Landlord shall retain a record of such a check for a period of 2 years.

**4.7** WHERE MORE THAN ONE PERSON is party hereto as Tenant the expression 'Tenant' shall where in the context admits include all or either or any such persons and their liability in respect of the obligations in the part of the Tenant contained or implied herein shall be joint or several.

**4.8** In this agreement reference to the masculine gender shall include reference to the female gender and reference to the singular shall include the plural.

**4.9** In accordance with Section 48 of the Landlord and Tenant Act 1987 notice is hereby given that the address at which notices (including notices in proceedings) may be served on the Landlord by the Tenant is 370 Thornton Road Bradford BD8 8LQ.

**4.10** The rules as to the services of notice in Section 196(4) of the Law of Property Act 1925 apply to any notice given under this agreement.

**4.11** Any obligation to pay money refers to a sum exclusive of Value added tax and Value Added Tax charged on it is payable addition.

**4.12** The premises are let within the benefit of any rights which until now have been enjoyed by the occupier of the premises and are needed in order to use them for residential purposes.

**4.13** The premises are let subject to any rights which have been enjoyed until now over the Premises by the adjoining property.

**4.14** A reference to a statute includes any amendment or re-enactment of it (whether made before or after the date of this Agreement) and any secondary legislation made under that statute.

**4.15** Any agreement by the Tenant not to do any act or thing includes an agreement not to allow anyone else under the control of the Tenant to do that act or thing.

**4.16** The Landlord and the Tenant agree that if a court decides that any part of this agreement is invalid or unenforceable the rest is this agreement will still be valid and binding on the Landlord and Tenant.

Initial by Tenant(s): -
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**Signed: -**

SIGNED BY THE LANDLORD

SIGN .....

PRINT NAME .....

ADDRESS .....  
.....

DATE .....

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SIGNED BY THE TENANT (S)

SIGN .....

PRINT NAME .....

ADDRESS .....  
.....

DATE .....

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SIGNED BY THE WITNESS

SIGN .....

PRINT NAME .....

ADDRESS .....  
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DATE .....

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SIGNED BY PARENT/GUARDIAN/EMPLOYER

SIGN .....

PRINT NAME .....

ADDRESS .....  
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DATE .....