

4. The Tenant agrees with the Landlord -

- (1) To pay the Rent as set set out above
- (2) (a) To pay any council tax which the Tenant is obliged to pay under the Local Government Finance Act 1992 or any regulations under that Act
(b) To pay to the Landlord the amount of any council tax which, while the tenancy continues, the Landlord becomes obliged to pay under that Act or those Regulations for any part of the period of the tenancy because the Tenant ceases to live at the Property
- (3) To pay for all gas, electricity, water and sewerage services supplied to the Property during the tenancy (unless let under an all inclusive package, in which case 2View Properties will be responsible for payment) and to pay all charges for the use of any telephone at the Property during the tenancy. Where necessary, the sums demanded by the service provider will be apportioned according to the duration of the tenancy. The sums covered by this clause including standing charges or similar charges and VAT as well as charges for actual consumption
- (4) To keep the interior of the Property, the internal decorations and the Fixtures, Furniture and Effects in good repair and condition (except for damage caused by accidental fire and except for anything which the Landlord is liable to repair under this Agreement or by law) and to replace if necessary any items of the Fixtures, Furniture and Effects which have been damaged or destroyed. This clause does not oblige the Tenant to put the property into better repair than it was in at the beginning of the tenancy
- (5) To allow the Landlord or the Landlord's agent to enter the Property at reasonable times of the day to inspect its condition and state of repair.
- (6) To use the Property as a private-dwelling-house only. This means the Tenant must not carry any profession, trade or business at the Property and must not allow anyone else to do so
- (7) Not to alter or add to the Property or do or allow anyone else to do anything on the Property which the Tenant might reasonably foresee would increase the risk of fire.
- (8) Not to do or allow anyone else to do anything on the Property which may be nuisance to or cause damage or annoyance to the tenants or occupiers of any adjoining premises
- (9) (a) During the first three months of the tenancy not to sublet the Property and not to part with possession of it in any other way
(b) Thereafter not to assign, sublet or part with possession of the Property in any way without the consent of the Landlord, that consent not to be unreasonably withheld
- (10) To give the Landlord a copy of any notice given under the Party Wall etc. Act 1996 within seven days of receiving it and not to do anything as a result of the notice unless required to do so by the Landlord
- (11) At the end of the Term or earlier if the tenancy comes to an end more quickly to deliver the Property up to the Landlord in the condition it should be in if the Tenant has performed the Tenant's obligations under this Agreement
- (12) Not to remove any of the Fixtures, Furniture and Effects from the Property and to leave the Furniture and Effects at the end of the tenancy where they were at the beginning
- (13) At any reasonable times during the tenancy to allow the Landlord or the Landlord's agents to enter and view the Property with prospective tenants.
- (14) On the day of expiry of this contract, the tenant agrees to handover vacant possession of the property to the Landlord (or his agent), including all sets of keys, by 12 noon.
- (15) It is the tenants exclusive responsibility to ensure that the contract for the supply of gas or electricity or any other service to the property are entered into with the concerned supplying authority in advance so that the supply of these is ensured at the beginning of the tenancy.

(16) To check and sign the inventory making such amendments as necessary to ensure the accuracy thereof and to return the signed inventory to the Landlord or their Agent within 7 calendar days of occupying the Premises otherwise the inventory will be deemed to be accurate and in the event of such amendments being made the Landlord or their Agent shall have the right within 7 calendar days of receipt of said amendments to enter upon the premises for the purpose of verification or rectification.

5. IF the Tenant -

(1) is at least fourteen days late in paying the Rent or any part of it, whether or not the Rent has been formally demanded, or

(2) has broken any of the terms of this Agreement then subject to any statutory provisions, the Landlord may recover possession of the Property and the tenancy will come to an end. Any other rights or remedies the Landlord may have will remain in force.

(Note: The Landlord cannot recover possession without an order of the court under the Housing Act 1988 Except in certain cases set out in the Act of substantial arrears of rent the court has a discretion whether or not to make an order and is likely to take account of whether unpaid rent has later been paid or a breach of the terms of the tenancy has been made good.

Note: This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.)

6. THE Landlord agrees with the Tenant -

(1) That the Tenant has the right to possess and enjoy the Property during the tenancy without any interruption from the Landlord or any person claiming through or in trust for the Landlord. But:

(a) this clause does not limit any of the rights under this Agreement which Tenant has agreed to allow the Landlord to exercise;

(b) this clause does not prevent the Landlord from taking lawful steps to enforce his rights against the Tenant if the Tenant breaks any of the terms of this Agreement

(2) To pay all charges in respect of the Property except those which by the terms of this Agreement the Tenant has expressly agreed to pay and to pay to the Tenant the amount of any such charge which another person has compelled the Tenant to pay.

7. SPECIAL TENANCY CONDITIONS -

- (a) The tenant will not fit or change, any lock in the property
- (b) Before leaving the property vacant for any length of time, especially during winter, the Tenant will drain down all water pipes in the property and ensure that the stop-cock is turned off at the mains
- (c) The Tenant will inform the Landlord (or the Landlord's agent) if there are vermin in the property or if any repairs are required to the property or the fixtures and fittings
- (d) The Landlord undertakes to keep in repair the structure and exterior of the property including gutters and external pipes and keep in repair and proper working order installation for the supply of water, gas, electricity and for space heating and heating water. The Landlord is not obliged to repair until the tenant has given notice of the defect and the tenant is obliged to take proper care of the Property and to small jobs which a reasonable tenant would do. Sanitary and bath conveniences have been checked and tested to be free of any blockages at the beginning of the tenancy, therefore, any blockages caused during the tenancy will be deemed the Tenant's responsibility and consequently the Tenant will have to pay for the cost of having the blockage cleared.

- (e) Without prejudice to other legal remedies that the Landlord may have, the Tenant will pay a £35.00 charge for any cheques issued by the Tenant and returned unpaid by the bank and pay a £15.00 charge for any cheque represented
- (f) The responsibility for payment of total rent lies jointly and severally with all persons named as the Tenant
- (g) If at any time, the rent due & payable under this contract remains unpaid on the due date, the tenant will pay in addition to the rent, a fixed penalty of £0.50 per day, calculated on a daily basis.
- (h) The Landlord shall not be responsible for any damages or loss to any belongings of the Tenant
- (i) All the mains services are connected to the property. However, it is the responsibility of the Tenant to ensure that any service disconnected due to the default of a previous Tenant is reconnected in their name. The Landlord does not accept any liability for disconnection of any service to the property at any time
- (j) **No internal locks to any rooms shall be installed by the Tenant**
- (k) The Tenant agrees to keep the cellar clean at all times and not to store any rubbish therein
- (l) If in the Landlord's opinion the state of cleanliness or general condition of the Premises at anytime during the tenure of the tenancy would jeopardise the future letting of the property the Landlord shall have the same brought up to normal cleaning standards and recover the cost thereof from the Tenant
- (m) The Tenant agrees to permit the Landlord to carry out any works of repairs, improvements etc. to the property that may be necessary or that may be ordered by the Local Authority during the tenancy
- (n) A charge of £25.00 shall be payable by the Tenant each time the Tenant calls the Landlord to mend any electric fuses, re-light the pilot light on gas appliances or other such common domestic tasks
- (o) The Tenant will not keep animals or birds or other pets in the property
- (p) The Landlord shall not be responsible for breakage of any glass unless it can be proved that the damage was caused maliciously by producing a crime number for the crime
- (q) The Tenant will keep the property in a clean and tidy condition at all times. This includes cleaning of windows, both internally as well as externally.
- (r) The Tenant will not, tamper or interfere with or make alterations or additions to the electrical, gas, plumbing or heating systems meters or installations in the property
- (s) The tenant will be responsible to maintain the garden and yards in a clean and tidy condition inc. cutting of grass and shaping of hedges, but not to lop, cut down or damage any trees. Any breach of this condition will entitle the landlord to carry out the necessary works and recover the cost thereof from the tenant
- (t) The tenant will be responsible to fix or change any light bulbs or fluorescent tubes required during the tenancy
- (u) The landlord does not accept any liability for any food damaged in a fridge or freezer due to breakdown of the appliance
- (v) In the event of a break-in into a property with a security gate, if it is concluded that the security gate was left open, the tenants will be charged for the damages.

8. Schedule of Charges -

The tenant agrees to the following charges:

(a) Outstanding rent reminder after 7 days of rent due date	£20.00
(b) Should the rent be outstanding for more than 14 days court proceedings may be issued against the Tenants	from £100.00
(c) Call out due to lost keys or being locked out:	
Between 9:00am - 5:00pm	£20.00
Between 5:00pm - 9:00am	£30.00
(d) Cancelled direct debits or standing orders	£25.00
(e) Contract amendments	£50.00
(f) Payment amendments	£40.00

- (1) "The Landlord" includes the successors to the original landlord
- (2) "The Tenant" includes the successors to the original tenant
- (3) "The Property" includes any part of the Property or the Fixtures, Furniture and Effects.

NOTICE OF LANDLORD'S ADDRESS

The Landlord notifies the Tenant that the Tenant may serve notices (including notices in proceedings) on the Landlord at the following address:

(Landlord's name) c/o 2View Properties, 39a Queen Road, Leeds LS6 1NY

(This notice is given under section 48 of the Landlord and Tenant Act 1987. The address must be in England or Wales.)

AS WITNESS the hands of the parties on the date specified above

SIGNED (by the Landlord or the Landlord's agent)

SIGNED (by the Tenant)

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