



## **Easy Lettings (Birmingham) Ltd.**

**545 Bristol Road, Selly Oak, Birmingham, B29 6AU**

**Website: [www.easylettingsbirmingham.co.uk](http://www.easylettingsbirmingham.co.uk)**

**Tel: 0121 472 6969**

**Email: [Sales@easylettingsbirmingham.co.uk](mailto:Sales@easylettingsbirmingham.co.uk)**

### **AGREEMENT**

**For letting a furnished dwelling- house on an assured short hold tenancy under Part I of the Housing Act 1988 and amended by the Housing Act 1996.**

1. This tenancy agreement is a legal and binding contract and the Tenant(s) are responsible for payment of the rent for the entire agreed term.
2. Where there is more than one Tenant, all obligations under this agreement are joint and several. This means that each Tenant assumes full responsibility jointly and individually.
3. Upon signing this contract, the Tenant(s) named certify they are legally allowed to live in the UK and will provide full proof of their identity and legal status.

**DATE:**     **xx/xx/xx**

**PARTIES: 1. The Landlord: **LANDLORD****

**2. The Agent:     Easy Lettings (Birmingham) Ltd.**

**3. The Tenant(s): 1.**

**2.**

**3.**

**4.**

**5.**

**6.**

**PROPERTY:** .....

— Together with the fixtures, furniture and effects in the property listed in the inventory under this agreement signed by the parties

**TERM:** A fixed term of **12** months from **01/07/2019** until **30/06/2020** midday

**RENT:**            **£000.00 In Total Per Calendar Month**

**DEPOSIT:**     **£000.00 In Total**

**All money paid towards the above deposit will be held as a retainer until the complete deposit amount from all the Tenant(s) has been paid.**

**FIRST PAYMENT To Easy Lettings (Birmingham) Ltd. by: 01/07/2019**

**ALL RENT PAYABLE:** In advance by **12** equal monthly payments to **Easy Lettings (Birmingham) Ltd.** to clear for use in the correct account payable by the **1st** day of each month.

**REFERENCES:** We require references from a UK guarantor, credit check, your previous Landlord or your employer or other suitable person.

Signed (Tenant).....

**The Tenant(s) agrees with the Landlord:**

- (1) To pay the rent in advance of the due date by standing order. Any other payment arrangements must be confirmed in writing.
- (2) The Tenant(s) will pay the rent at all times and in the manner specified. If rental becomes more than 14 days overdue then the Landlord/Agent may charge a default fee, in a sum not exceeding interest at more than 3% above the Bank of England's annual percentage rate, for each day that the payment is outstanding.
- (3) To pay for all bills relating to the property that apply during the period of the tenancy, including gas, electricity, water, council tax, telephone bills etc. (This clause may not be applicable if rent is inclusive of specific bills. It will be stated on the final page of the contract which bills, if any, are inclusive. If bills are included there is a cap set on the gas and electric of £8.00 per tenant per week. If tenant(s) exceed this amount they will be liable to cover any excess charges. If bills are inclusive tenant(s) are also responsible for emailing the Landlord/Agent meter readings for the property every month). If the Tenant(s) holds full time student status it is their responsibility to ensure the correct exemption paperwork is delivered to the relevant council.
- (4) Should the Tenant(s) wish to subscribe to additional services, such as broadband, then they must inform the Landlord/Agent and installation will be at their own cost. Where a card meter is installed for the gas supply, the Tenant(s) must ensure the gas is not allowed to run out. If this occurs, the central heating system may need to be restarted by a gas engineer.
- (5) To avoid unnecessary costs, within the first 7 days of the tenancy, it is the responsibility of the Tenant(s) to read and record all meter readings, to inform the relevant supplier, as well as the Landlord/Agent, of these readings and ensure all bills are in the correct names of the Tenant(s). The Landlord/Agent will not be responsible if this is not adhered to and Tenant(s) will be liable for any costs that may be incurred as a result. The Tenant(s) must read the meters at the end of the tenancy and give these to the supplier, as well as the Landlord/Agent, along with a forwarding address for the final bill to be sent to them. The Tenant(s) are not allowed to change the gas, electric, telephone or internet supplier without the consent of the Landlord/Agent of these changes in writing.
- (6) The Tenant(s) must deliver any correspondences intended for the Landlord to the Landlord/Agent's correct address (stated on the contract) without delay.
- (7) The Tenant(s) must maintain the fixtures, fittings and furniture and not break, damage or remove any of them from the property. Storage of items of furniture not required at the house will not be provided by the Landlord/Agent unless otherwise agreed in writing.
- (8) To keep the inside of the house and any exteriors included in a clean and tidy condition. It is the Tenant(s) obligation to maintain the gardens front and back and the Tenant(s) may have to hire their own tools to do this. The Tenant(s) must also make sure that all rubbish is safely disposed of each week on the proper collection day and must follow any directions or guidance issued from time to time by the Local Authority.
- (9) Washing of any kind cannot be dried in the property, unless done so in a suitable room that is correctly heated and ventilated. To avoid the build-up of condensation and mould the Tenant(s) must make sure the property is always kept adequately ventilated and heated which includes following reasonable guidance provided by the Landlord/Agent for this purpose.
- (10) The Tenant(s) must keep all the drains, pipes, toilets, sinks and baths clear of household waste and leaves. Waste at the property should be disposed of in an appropriate manner therefore no nappies or sanitary products must be put in the toilets, sinks or drains.

Signed (Tenant).....

(11) The Tenant(s) must repair or pay for the cost of repair for any deliberate damage or any damage caused by carelessness or neglect caused by them, or anyone else staying or visiting the property. The Tenant(s) must immediately report any broken windows, fixtures and fittings; the cause will be investigated, and the cost charged as appropriate to Landlord or Tenant(s).

(12) Not alter or add anything to the structure of the property, or to the furniture and fittings. The Tenant(s) must not bring anything into the property that does not conform to the Furniture and Furnishing Fire Safety regulations. The Tenant(s) must not do anything, that causes damage to the walls, including use of any tape, pins, re-usable putty or other adhesives; and they must not redecorate any part of the property without the written permission of the Landlord/Agent. Tenant(s) will be liable for any damage caused to the walls and paint during their tenancy with the exception of fair wear and tear.

(13) To inspect the property within the first 7 days of the tenancy so that any problems or difficulties can be resolved quickly. It is the Tenant(s) responsibility to ensure within the first 7 days of the tenancy that they have completed and signed a valid inventory of all fixtures and fittings relating to the property and its condition. If errors or deficiencies are not reported to the Landlord/Agent within the first 7 days of the commencement of the tenancy, then Tenant(s) may be charged from the deposit when they vacate the property. If an error/deficiency is highlighted on the inventory but later rectified, then the remedial work negates the original deficiency. If Tenant(s) do not complete or sign an inventory within the 7 day period specified above, they agree that they do not wish to make any changes to the inventory and that they legally accept that the property condition, its fixtures and fittings are as described in the Landlord/Agents inventory.

(14) To permit the Landlord/Agent to keep keys for the property and allow them access to carry out repairs, inspections, and safety checks at the property. 24 hours' notice will be given before a visit is made, or alternative arrangements can be made. Tenant(s) understand and accept that instances may occur where prior notice cannot be given and the Landlord/Agent must gain entry to the property e.g. in the case of an emergency. The Tenant(s) permit the Landlord/Agent to enter and view the property with groups of prospective Tenant(s). The Landlord/Agent will always endeavour to give 24 hours' notice or make alternative arrangements.

(15) Tenant(s) agree to take the property as seen when viewed. Should any improvements be requested then this request should always be put in writing to the Landlord/Agent for approval at their discretion. If improvements are requested after the terms of tenancy are signed, then they will be submitted to the Landlord/Agent for approval at their discretion. If the request is approved, the Landlord must complete the work within a reasonable period. There will be no compensation (monetary or otherwise) offered whilst improvements pre-agreed with Tenant(s) are carried out at the property (unless otherwise agreed in writing).

(16) During the course of the tenancy the Tenant(s) must inform the Landlord/Agent immediately of any repairs or work that is required at the property. Problems of any kind must be reported and documented in writing to the Landlord/Agent in the first place by the Tenant(s) to avoid further damage or costs to the property.

(17) Tenant(s) agree the Landlord/Agent will endeavour within 14 days to carry out or make arrangements for minor repairs and cleaning in the property, from the date the Tenant (s) move in and report the issues. Work will be carried out in respect to the severity of the issue. Dealing with maintenance issues may be dependent on the Landlords approval, attaining fixtures and/or any reasonable unforeseeable events.

(18) Not tamper with or damage any of the fire or safety precautions at the property, including fire doors and the smoke detector system. Tenant(s) must test all smoke detectors fitted in the property on a regular basis. The Tenant(s) will be responsible for the cost of repairs if smoke detectors have been damaged, disabled or removed, and for all costs incurred if the alarm has been rendered

Signed (Tenant).....

inoperative and there is subsequently a fire at the property. All corridors and exit doors must be kept free from obstacles in case there is an emergency. It is the Tenant(s) duty to immediately inform the Landlord if there is any malfunction of appliances or any impediments to the above safety precautions. The Tenant(s) must replace any vacuum bags, batteries, bulbs, disposable filters etc. during the tenancy and ensure all appliances, fixtures and fittings are in working order at the end of the tenancy. It will be chargeable to Tenant(s) if the Landlord/Agent is made to do this on their behalf.

(19) To pay for the cleaning of all carpets, upholstery, curtains, linens and similar articles e.g. shower curtains, provided by the Landlord/Agent that have been soiled during the tenancy.

(20) If the Landlord/Agent inspect the property and find it to be in an unsatisfactory/unclean condition, the Tenant(s) will be given notice (either verbal or written) to rectify the situation within a suitable set time frame.

(21) To leave the property at the end of the tenancy in the same condition as stated on the inventory. At the end of the tenancy all furniture and effects should be placed in the same positions as they were at the start of the tenancy. The Tenant(s) must leave the property in a clean and tidy state and pay for the repair or replacement of any of the fixtures, fittings or furniture damaged or broken during the tenancy. Tenant(s) will not be held responsible for reasonable wear and tear caused by everyday use, or damage by risks covered by the Landlords insurance (for example fire and flooding).

(22) All rubbish must be removed from the property and all sets of keys must be handed over to the Landlord/Agent by 12 noon on the last day of tenancy. If any keys are lost, handed in late or damage is caused to any security device, the Tenant(s) may be liable for any reasonable costs incurred by the Landlord/Agent. Removal of any refuse from the property due to failure or, neglect on behalf of Tenant(s) will also be chargeable to Tenant(s).

(23) The Tenant(s) must not sublet the property or any part of it without the written permission of the Landlord or the Agent. If any Tenant(s) leave during the fixed term tenancy they must notify the Landlord in writing and he/she must continue paying full rent until he/she find an approved replacement. Any Tenant(s) leaving are responsible for finding a suitable replacement and gaining the consent of all remaining Tenant(s) and the Landlord/Agent. The original Tenant(s) is still liable and bound to the rights and responsibilities of the contract until the replacement Tenant(s), is agreed upon in writing by all parties, completes all payments and paperwork. The Tenant(s) leaving the contract will be liable for an administration charge of £50.00 which must be paid before the replacement Tenant(s) can be added to the contract.

(24) This agreement does not allow the Tenant(s) to carry out any profession, trade or business in the property or to use the house for anything other than a home. Tenant(s) are not allowed to do anything which may be a nuisance to neighbours or cause problems for the Landlord, including playing loud music or making excessive noise, especially at night. Tenants are not allowed to keep or allow to be kept any animal or pet at the property without the written permission of the Landlord/Agent.

(25) The Landlord, its Agents or employees accept no liability for the damage or loss of any personal items belonging to the Tenant(s) or associated parties, howsoever caused, either before during or after the tenancy. The Tenant(s) possessions are not covered by the Landlords insurance and Tenant(s) are advised to have their own adequate insurance for any items left at the premises. The Tenant(s) must not do anything that may violate or increase the premiums on any insurance on the property.

(26) If the Tenant(s) leaves anything on the premises after the term of the tenancy, the Tenant(s) agrees that this can be disposed of by the Landlord/Agent and the Tenant(s) indemnifies the

Signed (Tenant).....

Landlord/Agent against all liability in this.

(27) In the interests of health and safety, smoking inside the property is prohibited, this includes e-cigarettes and vaping. If the Landlord/Agent deems that any damage has been inflicted to the property due to smoking, then Tenant(s) will be liable for all costs incurred to remedy this.

(28) Tenant(s) are not allowed to change any locks or alarm codes in the property without the written consent of the Landlord/Agent. If this is granted, they must provide a spare key/new code immediately to the Landlord/Agent. If any keys are lost, handed in late or damage is caused to any security device, the tenant may be liable for any reasonable costs incurred by the Landlord/Agent.

(29) Whenever the property is left unattended for 28 or more consecutive days, the Tenant(s) must obtain written acknowledgement from the Landlord/Agent in advance and ensure that all locks and bolts fitted to doors and windows are sealed and the burglar alarm (if any) is set. The Tenant(s) should all take reasonable precautions to protect the property against frost or similar damage. If the property is empty and the weather is likely to be cold the water supply must be turned off at the stopcock.

(30) Tenant(s) are responsible for ensuring that all paperwork relating to the tenancy agreement is completed. When signing the tenancy agreement, the Tenant(s) agree to provide a copy of the required ID. Any other paperwork or required documents after signing the tenancy agreement must be returned within two weeks. This includes providing a valid guarantor, guarantor ID and confirmation of the rent payments being made by standing order. Copies of the contract will only be issued upon completion of all payments and paperwork.

(31) If any required documents or paperwork from the Tenant(s) becomes more than 14 days overdue then the Landlord/Agent may charge a default fee, in a sum not exceeding interest at more than 3% above the Bank of England's annual percentage rate, for each day that the item is outstanding.

(32) Data Protection Act 1998: It is agreed that the personal data and information of the Tenant(s) will be retained by the Landlord and may be supplied to carefully selected third parties relating to the property e.g. Birmingham City Council, utility suppliers, environmental services etc. It is also agreed that the personal data and information of both the Landlord and Tenant(s) will be retained by the Agent and may be supplied to carefully selected third parties relating to the property e.g. Birmingham City Council, utility suppliers, environmental services, Virgin Media etc.

#### **The Landlord Agrees with the Tenant(s):**

(1) The Landlord is responsible to keep the property in good repair, and pay for the cost of any repairs carried out at the house and any other costs associated with the property except for council tax, payments for gas, water and electricity supplied to the property, or for the use of a telephone or any other costs or damage caused either deliberately or carelessly by the Tenant(s).

(2) The Landlord is responsible for the costs of servicing appliances belonging to him/her as required, and for the costs of any safety certificates that are required by law. Comply with all current legislation, including licensing the property if this is required.

(3) The Landlord is responsible to keep the property insured against fire and other usual comprehensive risks. It is not the responsibility of the Landlord to insure anything belonging to the Tenant(s).

(4) If the Tenant(s) are paying the rent and all bills and keeping the agreements as described in this contract he/she may live in and enjoy the property during the tenancy without any interruption from the Landlord.

Signed (Tenant).....

(5) To not be held accountable for any inconvenience or loss suffered by failure to supply or service the property by a third party, where such failure is not caused by an omission or act on the part of the Landlord.

(6) Return to the Tenant(s) the rent paid for any time when the property could not be lived in because of fire or any other danger that the Landlord is insured for. This agreement is subject to the provisions of **s11 of the Landlord and Tenant Act 1985**.

(7) All notices **including (s48 of the Landlord and Tenant Act 1987)** may be served on the Tenant(s) by delivering a letter by hand or by first class post to the property address, unless an alternative address is supplied by the Tenant(s).

### **The Landlord/Agent has the Right:**

To serve any Notices Seeking Possession pursuant to statute(s) and to seek any costs associated therewith.

### **The Tenancy Deposit (B1)**

The deposit of **£000.00** is paid by the Tenant(s) to Easy Lettings (Birmingham) Ltd. The deposit must be protected and refunded in accordance with current tenancy deposit legislation by the stakeholder. The stakeholder takes complete responsibility for ensuring that all deposit regulations are adhered to. The stakeholder may be either the Agent or the Landlord, depending on the tenancy agreement.

In regard to deposits held by Easy Lettings (Birmingham) Ltd. as Stakeholder, Easy Lettings (Birmingham) Ltd. is a member of the Tenancy Deposit Scheme. The rules governing the protection of the deposit, including the repayment process, can be found at the Dispute Service Ltd, PO Box 541, Amersham, Bucks, HP6 6ZR. Tel: 0845 226 7837. [www.tds.gb.com](http://www.tds.gb.com).

### **Interest (B2)**

No interest will be given to the Tenant(s) on return of the deposit.

### **Purpose of the deposit (B3)**

The deposit has been taken for the following purposes:

- Any damage or compensation for damage, to the premises its fixtures and fittings or for missing items for which the tenant may be liable, subject to an apportionment or allowance for wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlord.
- The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying **any major breach by the Tenant(s) of the tenant's obligations under the tenancy agreement**, including those related to the cleaning of the premises, its fixtures and fittings.

### **At the end of the tenancy (B4)**

**B4.1. Easy Lettings (Birmingham) Ltd. will tell the Tenant(s) within 30 working days of the end of the tenancy if any deductions are suggested to be made from the Deposit.**

**B4.2.** If there is no dispute Easy Lettings (Birmingham) Ltd. will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement.

The Deposit will only be returned provided the Tenant(s) have returned all the keys to the Landlord, paid all the rent and bills, left the property clean and tidy, all parties have confirmed their acceptance of any deposit deductions and kept all the conditions and agreements of this Contract. The deposit is held as security for compensating the Landlord/Agent for any rent or other money due or payable by the tenant under the tenancy agreement.

**Payment of the Deposit or any balance of it will be made within 10 working days after the Landlord and Tenant(s) provide the Agent with a written agreement clearly explaining the allocation of the Deposit.**

Signed (Tenant).....

**B4.3 In case of any dispute the Tenant(s) should inform Easy Lettings (Birmingham) Ltd. in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 45 working days after the termination or earlier ending of the Tenancy and the Tenant(s) vacating property.** The Independent Case Examiner ("ICE") may regard failure to comply with the time limits a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

**B4.4 If, after 10 working days** following notification of a dispute to the Agent/Member and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant(s) over the allocation of the Deposit the dispute will be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.

**B4.5.** The statutory right of the Landlord and the Tenant(s) to take legal action through the County Court remain unaffected by clauses above.

**In the event that the total amount owed by the Tenant(s) at the end of the tenancy exceeds the deposit, the tenant shall pay the Landlord/Agent the further amount within 14 days of the request being made.**

Deposits will always be sent by cheque to the permanent addresses provided in the prescribed information unless agreed otherwise by the Landlord/Agent.

The Tenant(s) must notify the Landlord/Agent immediately if there are any changes in their contact details. The Agent/Landlord will not be accountable if this is not done and Tenant(s) will be liable if any correspondences (i.e. cheques) are sent out to the incorrect addresses that Tenant(s) have provided.

**The Landlord/Agent Address:**

Under **s48 of the Landlord and Tenant Act 1987** notice may be served on the Landlord at the following address: **545 Bristol Road, Selly Oak, Birmingham, B29 6AU**

**Easy Lettings (Birmingham) Ltd.** act on behalf of the Landlord for the above property. If the Tenant(s) have any problems, they are directed to contact **Easy Lettings (Birmingham) Ltd.** directly.

Signed (Tenant).....

**In the presence of Easy Lettings (Birmingham) Ltd. this Agreement is signed by all parties.**

**SIGNED BY LANDLORD:**

.....

**SIGNED BY THE TENANT(S):**

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

**Gas Meter Reading:**

**Electric Meter Reading:**

**Water Meter Reading:**

**Contact:**

Before you move in please contact **Easy Lettings (Birmingham) Ltd. on 0121 472 6969**

**NB:** To avoid disputes at the end of the tenancy the Landlord/Agent and tenant(s) are advised to prepare an inventory list at the start of the tenancy.

Contract completed by: .....

**Please note the set clauses terms and conditions in this contract have all been checked by:**

**Hadgkiss Hughes and Beale Solicitors**

Signed (Tenant).....