



STANDARD TERMS AND INFORMATION FOR TENANTS

These terms and conditions apply to your application to rent a property through Cherry Lets and constitute a binding legal contract. By signing the Agreement you agree to comply with the terms and conditions below. If you are unsure of your obligations under this Agreement, then you are advised to take independent legal advice before signing.

HOLDING DEPOSIT – PLEASE NOTE:

- 1. A holding deposit is payable upon your request to rent a property. The purpose of the holding deposit is to reserve the Property for the Applicant whilst the Landlord completes the referencing process and the terms of the tenancy and any guarantee agreement are negotiated. The Property will be reserved subject to the Landlord receiving satisfactory replies to referencing checks, Right to Rent checks and other pre-tenancy enquiries.
2. Nothing in this agreement requires or suggests that a tenancy for the Property, or any other premises will be granted to the Applicant(s).
3. Where the Landlord and the Applicant enter into a tenancy agreement relating to the Property it is agreed that the holding deposit will be credited to the Applicant's rent account.
4. Subject to Clauses 6 (a) and (b), the holding deposit will be refunded to the Applicant where the Landlord decides not to enter into a tenancy agreement before the Deadline for Agreement (see below).
5. Subject to Clauses 6 (a), (b), (c) and (d), the holding deposit will be refunded to the Applicant where the Landlord and the Applicant fail to enter into a tenancy agreement relating to the Property before the Deadline for Agreement.
6. The holding deposit will not be refunded to the Applicant where:
(a) The Applicant does not have a 'right to rent' a property (under Part 3 of the Immigration Act 2014) and the Landlord or his Agent did not know, and could not reasonably have been expected to know this, before the holding deposit was accepted;
(b) The Applicant provides false or misleading information, and the Landlord or his Agent is reasonably entitled to take into account the Applicant's actions in providing false or misleading information or the difference between the false and correct information in deciding whether to grant a tenancy to the Applicant;
(c) The Applicant notifies the Landlord or letting agent before the Deadline for Agreement that the Applicant does not want to enter into a tenancy agreement;
(d) The Landlord or his Agent takes all reasonable steps to enter into a tenancy agreement before the Deadline for Agreement, but the tenant fails to take all reasonable steps to enter into the agreement before that date.

The holding deposit should be paid by bank transfer to the following account:

Cherry Lets Ltd, Bank: NatWest, Sort code: 60 01 35, Account number: 53093852.

Property: Full address

Rental per calendar month: £XXXXX Deposit (5 weeks rent maximum): £XXXXX

Proposed Tenancy Start date ..... Fixed Term Period: .....

Tenant full names: .....

In the event of the holding deposit being refunded
Bank Account Details (account name, sort code and account number):

Holding Deposit Receipt: maximum of 1 week of rental: £XXXXX

Agent/Landlord Signature: ..... Date .....

Applicant/s Names and Signature/s: .....

Date executed: ..... Date executed plus 15 days, Deadline for Agreement: .....

## **1. HOW TO RENT GUIDE**

The Applicant is advised to read the Government 'How to rent: the checklist for renting in England' which is available from the government website [www.gov.uk](http://www.gov.uk). The guide aims to help Tenants renting property in England understand their rights and responsibilities when renting and provides a checklist and more detailed information on each stage of the process. The Applicant will be given a copy of the 'How to rent: the checklist for renting in England' by the agent where the tenancy proceeds in England.

## **2. RIGHT TO RENT CHECKS**

The Agent or Landlord is required by law to carry out immigration checks on occupiers at the Property. All occupiers who are authorised to live at the Property, whether or not they are named on the tenancy agreement, will be required to provide the Landlord or Agent with documentation to support their right to rent property in the UK prior to the tenancy being granted. Where an occupier has a time limited right to rent the Landlord or Agent is required by law to carry out follow up checks on the occupier. Where the occupier cannot subsequently produce evidence that they have a right to rent property in the UK, the Landlord or Agent must make a report to the Home Office. Where the Landlord or Agent has received notice from the Home Office stating that one or more of the occupier(s) do not have a right to rent the Property the Landlord or Agent may end the tenancy in accordance with the provisions of the Immigration Act 2014 (as amended).

The *Cherry Lets'* Right to Rent Form will need to be completed for each prospective occupier (please see attached) prior to the completion of the Tenancy Agreement supporting their right to rent property in the UK. For amendments including additional prospective occupiers the above would also apply.

## **3. REFERENCES**

All Applicants (including all Adult Occupiers) will provide references which are satisfactory to the Landlord before any tenancy can be entered into. The referencing will be carried out in conjunction with the referencing company *HomeLet*. Forms can either be completed online or *Cherry Lets* can provide copies to be completed by hand and returned to *Cherry Lets*. Please see more details on referencing criteria on page 8.

## **4. GUARANTOR**

If a guarantor is required and it is acceptable to the Landlord to have a guarantor (the guarantor is usually a member of the Applicant's family or a close associate, who is of sufficient means to provide a suitable reference), the guarantor will be referenced, also in conjunction with the referencing company *Homelet*. This person will be required to sign a legally binding document, which could make him/her liable for the Applicant's obligations under the tenancy agreement. This could make the guarantor liable for the rent for the full term of occupancy as well as the full cost of any damage if the Tenant breaches the terms of the tenancy.

## **5. PROOF OF IDENTIFICATION**

For reasons of fraud prevention and for proof of identification purposes, please ensure that before the completion of the Tenancy Agreement that you have provided a copy of two forms of identification, one of each of the following:

- Photographic ID - a current driving licence or current passport (not required if one of these documents has been used for the Right to Rent Check).
- Proof of current address e.g. bank statement or utility bill (dated in the last three months and not a mobile telephone bill).

## **6. SIGNING CONTRACTS**

The letting contract or agreement must be signed by all parties and, until this has taken place and the Tenancy agreement is executed, no tenancy exists. For the avoidance of doubt, these tenancy terms are subject to contract and nothing in this document should be seen as granting or promising to grant a tenancy to the Applicant or anyone else. Once the referencing has been completed and is satisfactory, the letting contract or agreement will be drafted for the period agreed. This will be forwarded to the Applicant to read over to ensure mutual agreement. The Applicant will have adequate opportunity to read and understand the letting

**Cherry Lets Limited, Hempton Road, Deddington, OX15 0QG. Registered in England. Company registration number: 8159167. Telephone: 01869 337346 Email: [ask@cherry-lets.co.uk](mailto:ask@cherry-lets.co.uk)**

contract or agreement before signing.

**The Tenancy agreement is to be signed by all parties on or prior to the Deadline for Agreement date. If the Applicant is unsure of their obligations under the Tenancy Agreement, then they are advised to take independent legal advice before signing. Please also see a specimen Tenancy Agreement on pages 9-13.**

## **7. METHOD OF PAYMENT**

The balance of the first rental payment is to be paid by bank transfer and received in cleared funds. WE WILL NOT ACCEPT PERSONAL CHEQUES OR CASH.

Where there is more than one Tenant, a lead Tenant will be appointed. The Tenant will set up a standing order facility for the total amount of rental on that property. The lead Tenant will be the main point of contact for Cherry Lets and will represent the interests of any joint Tenants and will act on their behalf in connection with the deposit and any forms relating to the deposit. The rental will be paid in advance by Standing Order as one payment (a standing order mandate will be provided for the total amount of monthly rental). *Cherry Lets* regret that we do not accept personal cheques or cash in payment for rent. Delayed rent payment causes considerable extra administration and delays payments to the Landlord.

## **8. MOVING IN**

It is the applicant's responsibility to arrange services (normally telephone, gas, electricity, television licence, satellite TV, internet and water). Applications for electricity and gas supply need to be made directly to the supplier. *Cherry Lets* cannot accept responsibility for any costs incurred with connection of supplies.

The move in date will be on a normal working day (Monday to Friday excluding bank holidays and between the hours of 9:30 am and 4pm) and pre arranged. When you move in, you should check carefully the condition of the property and its contents with respect to the Inventory. The Inventory is an important record used to assess any damage, dilapidations or losses during the tenancy which may lead to deductions from the deposit being made at the end of the tenancy. If you find anything that is not in good order, then we ask you to report it to us within the first week of moving in so that the problem can be put right or marked on the Inventory. The Inventory is given to the Tenant at the start of the tenancy. The Tenant shall return a signed copy of the Inventory as soon as possible within the ten days of occupation, with any appropriate alterations or notes as found.

The property is let as seen at the time of viewing; and requests for extra furniture, appliances or redecoration will not normally be considered after the tenancy has been entered into.

## **9. TENANCY DEPOSIT**

The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to pay and compensate the Landlord for the reasonable costs of any breach of those obligations. It is specifically agreed that this money is not to be used by the Tenant as payment for any rent due under this Agreement. No interest shall be payable on this Deposit.

Where the tenancy is an assured shorthold tenancy (AST), the Landlord or Agent is legally required to ensure that any tenancy deposit taken under the tenancy is protected within one of three statutory tenancy deposit schemes within 30 days of receipt and comply with the rules of the scheme. Details of the scheme and the dispute resolution provisions will be issued within 30 days of receipt of the deposit. The tenancy deposit is usually the equivalent of five weeks rent.

For Letting Agreements or Contracts other than an Assured Shorthold Tenancy Agreement, the deposit requirements will be advised separately but will usually be the equivalent of five weeks rent.

The balance of the Deposit to be paid to the Tenant as soon as reasonably possible after the conclusion of the tenancy, less any reasonable costs incurred for the breach of any obligation as agreed with the Tenant, or decided by the Court or by the appropriate deposit scheme.

## **10. FROST DAMAGE**

Frost damage is a risk to all properties left empty during the winter period due to possible pipe bursts and

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flooding. You are required to take reasonable precautions to prevent frost damage if you are away from the property for anything other than a very short period. Such precautions might include leaving the heating on (and turned down to a low setting) and opening the loft access hatch to allow warm air to circulate into the attic space. If you are away for a more extended period, then you should contact *Cherry Lets* regarding more permanent arrangements such as turning off the mains water supply or draining down the heating system. Failure to carry out these precautions could make you liable for any damage caused, as you will be in breach of your obligation as a Tenant to take good care of the property.

### **11. INSURANCE**

As a Tenant, you will be responsible for the safe-keeping of the property and its contents. You may wish to consider obtaining insurance for your own personal effects and for the contents and property belonging to the Landlord which you have agreed to look after. The Tenant should ensure that they have sufficient means to cover their liability for accidental damage to the Landlord's property, furniture, fixtures and fittings.

### **12. REPAIRS AND MAINTENANCE**

Tenants are requested to bring any disrepair, damage or defect in the premises to the attention of *Cherry Lets* as soon as possible. In the event of emergency repairs, please call *Cherry Lets* (out of hours, there will be an answerphone message with the emergency number).

The Landlord has a legal responsibility to maintain the fabric and services of the building (water supply, drains, heating and hot water etc.). Tenants should use the drains responsibly and not dispose of any inappropriate items down the toilet or sink which could cause the drains to block such as cooking fat, oil or grease, waste food, nappies, sanitary products, baby/hand wipes and cotton wool etc. The Tenant will be responsible for unblocking any drains which become blocked due to the Tenant's misuse.

Any damage, breakdowns or other maintenance problems should be reported as soon as possible to *Cherry Lets*. As the Tenant you are responsible for all appliances left in the property and should take good care of them. This will involve using any appliance in accordance with the manufacturer's instructions or user manual and carrying out any minor maintenance that would be expected (e.g. cleaning or changing filters etc.)

The Landlord will undertake to cover genuine breakdowns (i.e. not caused by Tenant misuse, neglect or similar reasons) and pay the related repair costs on any appliance detailed in the Inventory and not excluded on the Letting Contract or Agreement.

### **13. LEGIONNAIRE'S DISEASE**

The potential risk of exposure to Legionella from most residential hot or cold water systems in the UK is very low, but the law requires that we alert Tenants to these risks in any case. For most healthy people, the risk of developing Legionnaire's disease in a typical well-maintained domestic setting is negligible. There is a higher risk of infection with older people and people with lowered immune systems, which can lead to severe pneumonia or other complications.

In the domestic environment, risks of Legionella may increase where the property is unoccupied for a short period, or where water is being stored between 20°C and 50°C. In particular, Tenants are advised to:

- inform the Agent if they believe the hot water temperature is below 50°C or the hot water tank/boiler is defective in any way
- advise the Agent if they believe that the cold water temperature is above 20°C
- flush through little used outlets for 2 minutes once every week or two, or on return from a holiday
- clean, disinfect and descale shower heads at least once every six months
- notify the Agent if they notice any debris or discolouration in the hot or cold water

### **14. SMOKE DETECTORS AND CARBON MONOXIDE ALARMS**

You may find that smoke detectors and similar safety devices have been fitted in your property. Where this is the case, please ensure that you familiarise yourself with the operation (most detectors have a test button to check batteries). Government Guidance recommends that the Tenant should test alarms regularly to make sure they

are in working order and arrange replacement of any batteries that may be required. The Tenant shall be responsible for testing all smoke alarms and carbon monoxide alarms (if any) fitted in the Property on a regular basis, for replacing the batteries as necessary and for contacting the Agent immediately should any repair or replacement become necessary.

### **15. ALARMS**

Where the property is alarmed using a security code, the Tenant must not change the alarm code without obtaining prior written consent from the Landlord or *Cherry Lets*. *Cherry Lets* need to hold alarm and similar security information for emergency, maintenance and inspection purposes; if any alteration is made to the code, you are requested to inform *Cherry Lets* as soon as possible.

### **16. TELEVISION AERIALS**

The Tenant is responsible for maintaining in good repair the television aerials, satellite dishes or similar installations for use with any television at the property. You are also reminded that a television licence is required in order to use a television at the property and the Tenant would be responsible for this cost.

### **17. DAMP AND CONDENSATION**

Damp can be a problem in houses where there are many occupants and the property is not adequately ventilated. You should ensure that any extractor fans are left connected and are properly used. It is also important to open windows as necessary to encourage an adequate flow of fresh air through the property after bathing or showering in order to allow damp air a chance to escape. The hanging of washing and wet clothes will also create large amounts of damp air and again, it will be important to provide adequate ventilation in such circumstances.

The presence of mould or dark spots or stains, especially in bathrooms and other wet areas, is a common sign of inadequate ventilation, and it is important to prevent further spread at an early stage before severe and irreversible staining takes place. Mould and similar stains should be removed by wiping the affected areas with a fungicide or mild bleach in accordance with the manufacturer's instructions, but do test on a small area first. If the problem persists, then you should inform *Cherry Lets*.

### **18. PESTS**

Fortunately, with modern building and repair standards, we expect few Tenants to be troubled by household pests during their tenancy. An infestation of any kind, be it ants, fungal attack, bedbugs, fleas or wasps makes a property unpleasant to live in and should be eradicated as soon as possible. Regular cleaning and vacuuming will help to prevent any such infestation taking hold, and you are expected to take care of the property in this way and keep a watchful eye for unwelcome visitors as part of your tenancy obligations. During the tenancy, the Tenant is responsible for keeping the property free of any pests, and also for any damage that might occur as a result. You should inform the agent if you discover any pest infestation at the property.

### **19. GAS APPLIANCES**

Gas Safety regulations apply to both Landlords and Tenants in rented property. In order to comply with the regulations, it is necessary:

- that brown or sooty build-up on any gas appliance, or gas escape should be reported immediately to your letting agent **AND** your gas supplier. The number of the gas emergency service is **0800 111 999**.
- that ventilators installed in the premises for the correct operation of the gas appliance should not be blocked.
- that safety checks be carried out every 12 months on any gas appliance in the property by a Gas Safe Register approved engineer. The Tenant is required to allow entry with reasonable notice for this purpose. A copy of the gas safety record will be made available to Tenants. A reasonable charge may be made for missed appointments to reflect any damages or loss suffered for breach of agreement.

### **20. ELECTRICAL APPLIANCES**

For safety reasons, Tenants are requested to visually inspect all electrical appliances on a regular basis. In use,

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cables and flexes can become frayed and casings broken. You should contact Cherry Lets as soon as possible should any defect be discovered, or repair become necessary on an Inventory item. Where electrical appliances are used outdoors (e.g. electrical lawnmowers etc.) they should only be used when connected to an RCD (Residual Current Device) protected mains supply. RCD units are available from most hardware stores and should be checked before use.

The Tenant is responsible for keeping all electric lights in good working order and in particular to replace all fuses, bulbs, or fluorescent tubes, as and when necessary. Any replaceable or disposable filters, vacuum bags, or other consumable items in appliances and fittings should be replaced as reasonably required and at the end of the tenancy.

The electrical installations at the Property need to be inspected at least every five years to ensure they are safe. The Tenant is required to allow entry with reasonable notice for this purpose. A copy of the Electrical Installation Condition Report will be made available to the tenant. A reasonable charge may be made for missed appointments to reflect any damages or loss suffered for breach of agreement.

## **21. INSPECTIONS**

If *Cherry Lets* is managing the property, the first inspection is usually after month three and then every five months thereafter. It may also be necessary for Contractors to access the property to maintain and inspect electrical, gas and similar appliances, pipework and flues. You will of course be informed (normally 1 week in advance) prior to these inspections. It is important that any access arrangements made in connection with inspections or appointments are honoured so that inspections can be carried out and contractors can carry out the work on the agreed day.

## **22. CHECK OUT**

At the end of the Tenancy, there will be a check-out process which will be arranged by the Agent. The check-out process will comprise a full inspection of the Property and Contents and any items missing, damaged or otherwise in a different state to their condition at the start of the tenancy will be recorded.

## **23. TERMINATION OF YOUR TENANCY**

The tenancy agreement is a legal and binding contract for the set term that you have previously agreed and signed for. If due to unforeseen circumstances, you need to leave the property before the expiration of the tenancy you remain liable for the full rent and all liabilities until the end of the tenancy. However, if you do wish to end the tenancy early we may be able to let the property to a new Tenant with the express agreement of your Landlord but you would be responsible for the reasonable costs incurred by the Landlord in respect of the early termination of the tenancy.

Should it not be possible to relet the property immediately, you would be responsible for all rental; water and sewage charges; council tax, gas; electricity, television licence and telephone payments until new Tenants have taken up occupation of the property or until the original termination date of the agreement, whichever is sooner.

## **24. COMPLAINTS**

Where the Tenant is unsatisfied with any service provided by the Agent he should contact the Agent in the first instance to resolve matters. The Agent has an in-house complaints policy which must be followed. The Agent is a member of The Property Ombudsman and in the event that matters cannot be resolved using the Agent's in-house complaints procedure the Tenant can refer the complaint to this scheme for a further decision. Details of the Agent's in-house complaints procedure are available upon request from the Agent.

## **25. DATA PROTECTION**

In processing your tenancy application, we shall be required to process and store personal information on your behalf, and liaise with parties such as the Home Office, credit referencing agencies and your landlord. We shall

make every effort to keep such information safe and secure. Once you have moved into the property, it may occasionally be necessary to share contact information with trusted contractors (for example to arrange access for maintenance work), utility companies and other related parties. We will not divulge or pass on your details to any third party for marketing purposes without prior approval unless this is necessary to comply with a statutory obligation. Any personal data stored will be disposed of within a reasonable time after the determination of the tenancy. If you wish to withdraw consent for Cherry Lets to use your personal data for the purposes set out above you can contact us to request this.

Where there are rent arrears or other charges remaining at the end of the tenancy, we reserve the right to pass on your details to a tracing agent or debt collection company to help recover the money owed. Leaving unpaid rent and other bills at the end of your tenancy may affect your credit rating, and your ability to obtain a new tenancy, or other credit facilities.

**These terms and conditions apply to your application to rent a property through Cherry Lets and constitute a binding legal contract. By signing the Agreement you agree to comply with the terms and conditions below. If you are unsure of your obligations under this Agreement, then you are advised to take independent legal advice before signing.**

**I consent to my personal details being shared with certain third parties including the Home Office, utility companies, maintenance contractors, credit and referencing agencies and debt collection companies for the purposes of processing the tenancy application, management of the tenancy and enforcing any of the obligations under the tenancy agreement.**

Signed \_\_\_\_\_ Name \_\_\_\_\_ Date \_\_\_\_\_  
(Applicant)

Signed \_\_\_\_\_ Name \_\_\_\_\_ Date \_\_\_\_\_  
(Applicant)

	Acceptable	Acceptable with guarantor	Decline	Income to rent ratio	Outcome of application
Tenancy application score	710+ (Rent Guarantee)	545 - 709 (Rent Guarantee)	Less than 545	0 - 2.49	Acceptable with a guarantor
	618+ (Insight/Enhance/Optimum)	545 - 617 (Insight/Enhance/Optimum)		2.5 - 2.9	Acceptable individual applicant
				3 or above	Acceptable as a guarantor/individual applicant on independent means

### Permanently employed

- The applicant must be employed for the duration of the tenancy or a future employment reference will be required either over the phone, via our email link, on the standard HomeLet reference request letter, or on company headed paper
- Applicants on low incomes (less than 2.5 times the annual rent) will require a guarantor
- We need all completed employers' references to be either taken over the phone, written/printed on company headed paper or a fax header, or bestamped with a company stamp - unless provided to us on the HomeLet branded reference request document or via our email link. References may, on occasion, be updated using the applicant's payslips and employment contract
- References received on company headed paper should include the company name and full address, and the company registration number. It should also answer the following questions:
  - What was the employment start date?
  - What's the applicant's position in the company?
  - Is the applicant's job full time or part time?
  - Is it permanent or contract?
  - Will their employment continue for the tenancy term?
- The reference should be signed and dated within the last 30 days by either HR, Payroll or a Manager of the applicant

### Self-employed

- We require proof of the last year's submitted tax returns
- If the applicant has an accountant, we'll need to obtain a reference from them. We also need to confirm they do act as an accountant, how long for, and the last year's net profit. This should be either over the phone, via our email web link, on company headed paper or on the standard HomeLet reference request letter.
- If the applicant self-assesses, we'll accept the last year's authenticated SA302s/SA100s (HM Revenue & Customs self-assessment forms)

### Unemployed

- Unemployed applicants will always require a guarantor
- We recommend that Housing Benefit, or local Housing Allowance, received is at least 85% of the applicant's share of the rent

### Students

- UK students require a guarantor
- International students sponsored by their Government don't require a guarantor if they can provide proof of sponsorship, and the annual amount is at least 2.5 times the annual rent

### Benefits

- We can accept Disability Living Allowance
- We can't accept Incapacity Benefit if it's short-term
- We can accept both Working and Child Tax Credits. However, we don't accept the childcare element as this is for childcare purposes only
- We can accept Child Benefit
- We can accept long-term Incapacity Benefit
- Carers' and Foster Carers' Allowance will be assessed on an individual basis

### Retired

- We require the applicant's annual pension statement, last three months' bank statements, a reference from their pension administrator, or a P60

### Independent means

- We require the last month's UK bank statements, showing savings of at least three times the rent for the term of the tenancy. Any other type of savings will be reviewed on a case-by-case basis

### Private tenant

- We require a satisfactory reference from the applicant's current landlord or managing/letting agent, either over the phone, via our email link, written on company headed paper or on the standard HomeLet reference request letter.
- We ask the following:
  - How long have they lived in the property?
  - What's the current monthly rent?
  - Has the rent been paid on time?
  - Has the tenancy been conducted in a satisfactory manner?
  - Would you recommend the applicant as a good tenant?

### Accommodation tied to employment

- If the applicant's accommodation is tied with their employment, and their employer confirms this, a landlord reference isn't required

### Paying rent in advance

- Applicants paying the full rent in advance aren't eligible for Rent Guarantee cover. Applicants paying part of the rent in advance can be considered upon application
- We don't require a reference from the applicant's financial referee
- Adverse credit history (CCJs, bankruptcies, etc.) can be overridden, depending on circumstances
- We still require a landlord or managing/letting agent reference if the applicant is a private tenant, which must be satisfactory

# ASSURED SHORTHOLD TENANCY AGREEMENT

## for letting a residential dwelling

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### Important Notes for Tenants

- This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.
- Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually. Where the tenancy is subject to deposit protection then joint tenants may have to nominate a lead tenant to act on their behalf with the Landlord or Tenancy Deposit Scheme provider or their alternative dispute resolution service provider.
- If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

### General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
3. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
4. Section 11, Landlord and Tenant Act 1985 - these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water. Section 9A of the Landlord and Tenant Act 1985 requires the Landlord to ensure the Property is fit for human habitation at the start of the tenancy and during the tenancy.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. This agreement has been drawn up after consideration of the Unfair Contract Terms Guidance published by the Competition and Markets Authority.
7. If you accept a tenancy deposit under this tenancy, it must be protected by a tenancy deposit protection scheme and certain documents must be given to the tenant. Take advice if necessary.
8. Where the tenancy becomes a periodic tenancy at the end of the fixed term the tenant is required to give at least 28 days' notice (or one month in the case of a monthly tenancy) in writing to end the tenancy. The tenant's notice must end on the first or last day of a period of the tenancy in accordance with the common law rules. The landlord is required to give at least two months' notice in accordance with the statutory rules prescribed by Section 21 of the Housing Act 1988 but the landlord's notice does not need to expire on the first or last day of a period of a tenancy. N.B. Notice periods may be extended during the coronavirus pandemic under special transitional rules.
9. Clause 4.3 does not prevent the Tenant from working from home provided that the Tenant is not using the Property as his main business address and that this home working is incidental to the Tenant's use of the Property as residential accommodation

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### More Information

For more information on using this tenancy agreement please refer to our website: [www.letlink.co.uk](http://www.letlink.co.uk)

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THIS AGREEMENT is made BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Acts

**Date** 20

**Landlord(s)**

**Landlord's Agent** Cherry Lets, Manor Farm Cottage, Hempton Road, Deddington, Oxfordshire, OX15 0QG

*Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address*

**Tenant(s)**

**Tenant(s) Email** (see clause 12.4)

**Property**

**Contents** The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory

**Term** For the term of commencing on

**Rent** £ per calendar month

Payable by standing order

**Payment** in advance in cleared funds by equal payments on the day of every month

**Deposit** A deposit of is payable on signing this Agreement. It will be protected by the following scheme

**The Deposit Protection Service** [www.depositprotection.com](http://www.depositprotection.com)

1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above

**2.1 Deposit.** The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to pay and compensate the Landlord for the reasonable costs of any breach of those obligations. It is specifically agreed that this money is not to be used by the Tenant as payment for any rent due under this Agreement. No interest shall be payable on this Deposit. The balance of the Deposit to be paid to the Tenant as soon as reasonably possible after the conclusion of the tenancy, less any reasonable costs incurred for the breach of any obligation as agreed with the Tenant, or decided by the Court or by the appropriate deposit scheme (details of which are contained in the scheme's deposit information leaflet/terms and website)

**2.2** Where the Landlord or his Agent has prepared an inventory for the Property and given a copy to the Tenant at the start of the tenancy, unless the Tenant returns a signed copy of the Inventory within the first ten days of occupation with any appropriate alterations or notes as required, it shall be taken that the Tenant accepts the Inventory as a full and accurate record of the condition of the Property and its contents

**2.3** The Tenant has been supplied with a copy of the 'Standard Terms and Conditions' of Cherry Lets which apply to all tenancy agreements

**The Tenant agrees with the Landlord:** (clauses 3 to 7)

### 3. Rent & charges

(3.1) To pay the Rent on the days and in the manner specified to the Landlord's Agent. Interest will be payable on any late rent payments where payments are more than 14 days overdue. Such interest will be payable at an annual percentage rate of 3% above the Bank of England Base Rate calculated on a daily basis starting on the 15th day after the rent due date

(3.2) To pay promptly to the authorities to whom they are due, council tax, water and sewerage charges, gas, electric, television licence and telephone and other communication charges (if any) relating to the Property, where they are incurred during the period of the tenancy or any subsequent periodic tenancy, including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected due to the Tenant's act or default. The Tenant agrees to ensure that all electricity, gas, water and telephone accounts as appropriate are transferred to the Tenant's name on commencement of this tenancy and to notify the Landlord or his Agent prior to changing supplier for any of the utility services stated above

(3.3) To pay the Landlord's reasonable costs incurred as a result of any breach of the terms of the tenancy by the Tenant

(3.4) To pay the reasonable costs of the Landlord or his Agent where the Tenant requests early termination of the tenancy, and the Landlord has accepted the request, or where the Tenant fails to give the legally required notice to end a periodic tenancy

(3.5) To pay the reasonable costs of the Landlord or his Agent where the Tenant requests a variation to the tenancy

### 4. Use of the Property

(4.1) Not to assign, sublet, part with possession of the Property, or let any other person live at the Property

(4.2) To use the Property as a single private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so

(4.3) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property. See Note 9

(4.4) Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage, or annoyance to the Landlord or his Agent or a person residing, visiting or otherwise engaged in lawful activity in the locality

(4.5) Not to keep any cats or dogs at the Property and not to keep any other animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbours) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord

(4.6) Not to use the Property for any illegal or immoral purposes

(4.7) Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the terms in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached

(4.8) This is a non-smoking Property. The Tenant agrees not to smoke or permit any family member, guest or visitor to smoke tobacco or any other substance in the Property without the Landlord's prior written consent

## **5. Repairs and Damage to the Property**

(5.1) Not to damage the Property and Contents and not to make any alteration or addition to the Property without the written permission of the Landlord, such permission not to be unreasonably refused or delayed. The Tenant agrees to pay for any damage caused by the Tenant, a member of the Tenant's family or his visitors or any other permitted occupiers

(5.2) Not to remove or permit to be removed any furniture or other contents from the Property and to pay the reasonable costs incurred by the Landlord or his Agent in replacing or repairing, or at the option of the Landlord, replace immediately, any furniture or other contents, lost, damaged or destroyed by the Tenant, a member of the Tenant's family or his visitors or any other permitted occupiers

(5.3) To keep the interior of the Property and the Contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted

(5.4) That the Landlord or any person authorised by the Landlord or his Agent may at reasonable times of the day on giving 24 hours' written notice (unless in the case of an emergency) enter the Property for the purpose of inspecting its condition and state of repair

(5.5) To keep the gardens, garden structures, driveways, pathways, lawns, hedges, rockeries and ponds (if any) regularly maintained in good and safe condition and as neat tidy and properly tended as they were at the start of the tenancy and not to remove any trees or plants

(5.6) To replace all broken glass in doors and windows damaged during the tenancy where the damage has been caused by the Tenant, a member of the Tenant's family or his visitors or any other permitted occupiers

(5.7) Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord, such consent not to be unreasonably withheld

(5.8) To notify the Landlord or his Agent promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property. Additional aerials, satellite dishes and other fixed cables may not be fitted without the Landlord's prior written consent

(5.9) Not to affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause damage

(5.10) To take all reasonable precautions to prevent frost damage at the Property and to keep the Property adequately heated and ventilated to prevent damage caused by condensation or frost

(5.11) In order to comply with the Gas Safety Regulations, it is necessary:

(a) that the ventilators provided for this purpose in the Property should not be blocked

(a) that brown or sooty build-up on any gas appliance should be reported immediately to the Landlord or Agent

(5.12) Not to cause any blockage to the drains, pipes, sinks or baths

(5.13) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent

(5.14) That the Tenant shall be responsible for testing all smoke alarms and carbon monoxide alarms (if any) fitted in the Property on a regular basis and replace the batteries (if any) as necessary. Any faulty alarms should be reported to the Landlord or Agent

(5.15) To visually inspect all electrical appliances and contact the Landlord or Agent should any repair become necessary

(5.16) To replace all bulbs, fluorescent tubes, fuses and replaceable filters as and when necessary. To follow the manufacturers or Landlord's instructions (where instructions have been provided)

(5.17) To take all reasonable steps to keep the Property free from infestation by vermin and other pests including ants and cockroaches

(5.18) To maintain and be responsible for the repair and maintenance of the television aerials, satellite dish and similar signal reception devices (if any) in the Property. The Landlord shall not accept any responsibility for unsatisfactory radio or television reception

## **6. Other tenant responsibilities**

(6.1) Within seven days of receipt thereof, to send to the Landlord or his Agent all correspondence addressed to the Landlord or the owner of the Property and any notice, order or proposal relating to the Property (or any building of which the Property forms part) given, made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority

(6.2) To ensure that any claims for Housing Benefit, Universal Credit or equivalent housing support made by the Tenant are legally claimed or received without overpayment

(6.3) That where the Property is left unoccupied, without prior notice in writing to the Landlord or Agent, for a prolonged period, the Tenant has failed to pay rent for that period, and has shown no intention to return, the Landlord may treat these actions as a surrender of the tenancy. This means that the Landlord may take possession of the Property and re-let it

(6.4) To properly secure the Property including all locks and bolts to the doors, windows and other openings when leaving the Property unattended and to notify the Landlord or his Agent in writing where the Property is left vacant for more than 28 consecutive days, and to allow him access to the Property in order to secure it where necessary

(6.5) Not to change passwords, codes or other security settings on any alarm or other electronic controls installed at the Property without the Landlord's written permission

(6.6) To pay any call-out charges incurred as a result of the Tenant's occupation (such as lost keys, or alarm codes), unless authorised either explicitly by the Landlord, or implicitly under the Landlord's repairing obligations

(6.7) To allow contractors access to the Property, upon the Landlord or his Agent giving reasonable written notice, and to allow electrical, gas and similar appliances, pipework and flues to be inspected and maintained. The Tenant further agrees to ensure that any access arrangements made in connection with such inspections or appointments are honoured so that contractors are able to carry out the work on the agreed day

(6.8) To promptly respond to any information requests by the Landlord or his Agent with regard to 'Right to Rent' checks under the Immigration Act 2014 (or any subsequent legislation) and to notify the Landlord of any changes to the Tenant's immigration status

## **7. End of tenancy**

(7.1) To return the Property and Contents at the end of the tenancy in the same clean state or condition as they were at the commencement of the tenancy, with fair wear and tear excepted, and to remove all the Tenant's personal effects and any waste or rubbish from the Property

(7.2) To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy

(7.3) To return the keys of the Property to the Agent on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Landlord or his Agent in replacing keys or securing the Property against re-entry where keys are lost or not returned

(7.4) To provide a forwarding address to the Landlord or his Agent either prior to or at the end of the tenancy

(7.5) To arrange with all utility providers for final meter readings at the Property to be supplied and final bills to be paid at the end of the tenancy

(7.6) To allow the Landlord or his Agent, within the last two months of the tenancy, to erect a sign on or outside the Property to indicate that the Property is for sale or available to let

(7.7) Within the last two months of the tenancy to permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at reasonable hours including at weekends to enter and view the Property with prospective tenants or purchasers, having first given the Tenant a reasonable period of notice

(7.8) To give the Landlord vacant possession of the Property upon expiry of a valid notice seeking possession served by the Landlord or his Agent. Where the Tenant does not give vacant possession, and the Landlord is subsequently granted an order for possession, the Court may order the Tenant to pay the Landlord's reasonable costs of obtaining and enforcing the possession order

## **8. The Landlord agrees with the Tenant that:**

(8.1) The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent, This does not preclude the Landlord from taking action through the courts should the Tenant fail to pay the Rent due or be in breach of the Tenancy Agreement

(8.2) In the event that the Property is rendered uninhabitable by fire or flood or any other risk which the Landlord has insured, other than where the damage has been caused by the act or omission of the Tenant, his family or his visitors then the parties will consider this Agreement as frustrated and terminated subject to the right of the Tenant to recover any rent paid in advance for the period after the termination

**9. Forfeiture Provision.** The Landlord may apply to the court to end this tenancy and repossess the Property if:

- (a) the Tenant does not pay the Rent (or any part of it) within 14 days of the date on which it is due; or
- (b) the Tenant does not comply with the obligations set out in this Agreement; or
- (c) the Landlord was induced to grant the tenancy by a false statement; or
- (d) any of the Grounds specified in Schedule 2 of the Housing Act 1988 (as amended) apply to this tenancy

This termination clause operates subject to the proviso that the Landlord must obtain a court order before repossessing the Property

## **IMPORTANT. Only the Court can order the Tenant to give up possession of the Property**

**10.** The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 and to comply with the obligations under section 9A of the Landlord and Tenant Act 1985 (see note 4)

**11.** In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"The Landlord" includes the persons who during the period of the tenancy have a legal interest in the Property

"The Tenant" includes those who might inherit the tenancy. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually. This means that any one of the members of a joint tenancy can be held responsible for the full rent and other obligations under the Agreement if the other members do not fulfil their obligations

"The Agent" refers to the person or persons appointed by the Landlord to manage the Property and collect Rent, or anyone who subsequently takes over those rights and responsibilities

"Property" includes any land, part or structure belonging to the Landlord within the Property boundaries including fences, gardens and outbuildings unless they have been specifically excluded

**12. The parties agree:**

(12.1) Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home; or intends to occupy the Property as his or her only or main home

(12.2) The tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988

(12.3) Before the Landlord can end this tenancy, he shall serve any notice(s) on the Tenant in accordance with the provisions of the Housing Acts. Such notice(s) shall be sufficiently served if served at the last known address of the Tenant in accordance with section 196 of the Law of Property Act 1925 - see note 5 (subject to the clause below)

(12.4) That notices and other documents given in connection with this tenancy may be served by email on the Tenant at the email address(es) supplied above. Where this clause applies, any such notice or document will be regarded as received by the Tenant at the start of the next business day after it was first sent. *[The Tenant(s) Email may be left blank where the Tenant does not agree to this clause]*

(12.5) Whilst the Landlord or his Agent shall make every effort to keep the Tenant's personal details safe and secure, it may be necessary to share such information with certain third parties for the purposes of the management of the tenancy and for the purposes of enforcing any of the obligations of this tenancy agreement. Such third parties include the Home Office, utility companies, maintenance contractors, credit and referencing agencies and debt collection companies. The Tenant's personal data will be disposed of within a reasonable time after the determination of the tenancy. The Landlord or his Agent will not divulge personal contact details to any other third party organisation for marketing purposes without prior approval unless this is necessary to comply with a statutory obligation

**13. Special Conditions.** The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto

**THE FIRST SCHEDULE** (N.B. Clauses in this section have been individually negotiated)

Special conditions *(attach a separate sheet if necessary)*

**SIGNED by the LANDLORD :-**  
(or the Landlord's Agent)

.....

**SIGNED by the LANDLORD :-**  
(or the Landlord's Agent)

.....

**SIGNED by the TENANT :-**

.....

**SIGNED by the TENANT :-**

.....

*N.B. Any counterpart tenancy agreement should be signed and dated by all tenants*

## **RIGHT TO RENT CHECK**

*A separate form must be completed for each prospective occupier and attached to the Tenancy Application Form (Under the Immigration Act 2014 landlords are required to carry out immigration checks on all adult occupiers to ensure they have a right to rent in the UK – landlords should use this form in conjunction with the latest government guidance).*

<b>PERSONAL DETAILS:</b>	
<b>Title:</b> Mr / Mrs / Ms / Miss	
<b>First Name:</b>	
<b>Middle Names:</b>	
<b>Surname:</b>	
<b>Will the rental property be the prospective occupier's only or main home? YES / NO</b>	
<i>For a home to be an only or main home it must be the only property that the person lives in, or the property that is used for personal, legal or family matters.</i>	
<b>IDENTIFICATION DOCUMENTS/EVIDENCE:</b>	
Prospective occupiers are required to provide original documents or equivalent evidence showing their right to rent property in the UK and landlords will need to check current government guidance to establish which documents are compliant. Landlords are required to keep clear and legible copies for the period of the tenancy and for a year after the tenancy has come to an end (s5 of The Immigration (Residential Accommodation)(Prescribed Requirements and Codes of Practice) Order 2014).	
Where a document is provided showing that the prospective occupier is allowed to stay in the UK for a <b>time limited period</b> government guidance states that the landlord can accept such documents but the landlord must carry out follow up checks. For further information and guidance visit <a href="http://www.gov.uk">www.gov.uk</a>	
<b>EVIDENCE CHECKS CARRIED OUT AND REF NO(S):</b>	
<i>Provide details of documents provided and evidence checks carried</i>	
<b>SIGNATURE:</b>	
<b>Name:</b>	
<b>Signed by Prospective Occupier:</b>	<b>Date:</b>
<i>The document detailed above and the image on the following page/s have been seen by _____</i>	
<i>And the process was by: (enter here the format) _____ on _____ at _____</i>	
<b>Signed by Landlord/Agent:</b>	<b>Date:</b>

**TIME LIMITED RIGHT TO REMAIN IN UK:**

Follow up check carried out on .....

**EVIDENCE CHECKS CARRIED OUT AND REF NO(S):**

*Provide details of documents provided and evidence checks carried*

**SIGNATURE:**

*Name:*

*Signed by Prospective Occupier:*

*Date:*

*The document detailed above and the image on the following page/s, have been seen by \_\_\_\_\_*

*And the process was by: (enter here the format) \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_*

*Signed by Landlord/Agent:*

*Date:*