

For letting residential dwelling house:

[Address Number]

[Flat/Room Number]

[Address Line 1 /Name]

[Address Line 2]

[Address Line 3]

[Address Line 4]

[Postcode]

This Tenancy Agreement is for letting furnished or unfurnished residential accommodation on an assured short hold tenancy within the provisions of the Housing Act 1988 as amended by part 3 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. N.B A Notice of Assured short hold tenancy need no longer be served on the Tenant for new tenancies created on or after February 28th 1997.

**TENANCY AGREEMENT**

For letting a furnished or unfurnished dwelling house on an Assured shorthold tenancy under Part 1 of the Housing Act 1988

DATE [Today’s date]

PARTIES 1. THE Landlord

Landlord Name: [Title] [Forename] [Surname]

C/O Lettings Angels

129 Woodville Road

Cathays

Cardiff

CF24 4DZ

Hereinafter called the “Landlord”

2. THE Tenant

Tenant details : [Title] [Forename] [Surname] [Main Email Address] [Mobile Phone]

Hereinafter called the “Tenant”

In the case of multiple tenants, the liability shall be joint and several

PROPERTY LET : The dwelling house at:

[Address Number]

[Flat/Room Number]

[Address Line 1 /Name]

[Address Line 2]

[Address Line 3]

[Address Line 4]

[Postcode]

TOGETHER WITH : The fixtures, furniture equipment and effects therein and more particularly specified in the inventory thereof signed by or on behalf of the parties.

TERM

This agreement is made on the [Today’s date]

A fixed term of [Insert exact tenancy length i.e 6 months and 9 days] from [Start Date] to [End Date]

RENT

£ [Minimum Rent] per calendar month

PAYABLE : in advance by equal monthly payments on the 1st day of each calendar month to be paid by the Tenant by way of standing order or direct debit into the Landlord’s nominated account for the whole period of tenancy.

Bank Details:

Lettings Angels

00728047

20-18-15

Barclays Bank PLC

FIRST PAYMENT TO BE MADE on [Start Date]

DEPOSIT : £ [Bond Required]

to be paid on the signing hereof to the Landlord to be dealt with in accordance with Clause 3(b)

a) The landlord lets and the Tenant(s) take the Property for the Term at the Rent payable as above.

a) This Agreement incorporates the Letting Provisions annexed hereto.

b) This Agreement will not commence and you will not have access to the property if any outstanding monies or paperwork due to the Agent is not submitted. These include but not exhaustive: Financial Guarantors, Proof of Address, Proof of Signature, Signed Standing Order/direct Debit Mandate, Deposit, Agency Fees, Identification and References

c) The Landlord hereby gives notice to the Tenant(s):That

this Agreement is intended to create an Assured Shorthold Tenancy within Part 1 Chapter II of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord in Section 21 thereof apply accordingly, save where the Landlord serves notice under Paragraph 2 of Schedule 2A to that Act.

LETTING PROVISIONS

1. Where the context admits:

a) “The Landlord” includes the persons for the time being entitled to the reversion immediately expectant on the tenancy created.

(a) “The Tenant” includes the persons deriving title under the Tenant

(b) “The Property” includes any part or parts of the property and the fixtures, furniture, equipment and effects or any of them

(c) “Agent” means the Agent for the time being of the Landlord

 (d) A consent required from the Landlord under the provision by the Agent and any notice required to be given by or to the Landlord shall be sufficiently given or served if given by or to the Agent.

1. The Tenant(s) shall:

a) Pay the rent at the time and in the manner aforesaid without any deduction or abatement whatsoever

(b) Ensure that a Standing Order or Direct Debit has been set up with a Bank Account ready for payments due. If the payment method has not been setup and rent payment is received late, a charge of £25 per week rent is late will be levied.

(c) (i) The Landlord will arrange forthwith with the relevant authorities for accounts in respect of electricity, gas, water. The Tenants will arrange forthwith for accounts in respect to media services(including but not limited to the telephone) at the Property to be addressed to the Tenant in his own name and to pay all standing charges in connection with the same.The landlord will arrange payment of all charges for all gas, electric, light, power and water which shall be consumed or supplied on or to the Property during the tenancy as long as rent is paid on time when due. Any delay and the tenant automatically becomes responsible for payment of all charges for all gas, electric, light, power and water which shall be consumed or supplied on or to the Property during the tenancy. The tenant at all times is responsible for the amount of all charges made for the use of the said media services. The tenant shall not to allow any of the said services to be disconnected, altered or removed and shall ensure that the said services are operating throughout the tenancy and the Tenant shall not change or permit to be changed the number of the telephone and not transfer said number at the end of the tenancy.

(ii) Without prejudice to the generality of the foregoing, arrange and discharge accounts for all services for the period down to the date of the expiration or sooner determination of the tenancy

(iii) Take Gas, Electric and Water meter readings upon first entering the property. The Gas Board, Electric, Water Board, Council Tax Department of the Local Authority and the relevant Telephone Company are to be advised of a change in occupancy by the tenants. Tenants will advise the Council Tax Section of the Local Authority of all persons resident and will provide the Agent or the Landlord with Council Tax Exemption Certificates where relevant

(iv) Irrevocably authorises the Local Authority, Benefits Agency, Post Office and the relevant utility companies (including gas, electricity, water and media services) to discuss and disclose to the Landlord or Agent all financial and other information relating to the Property or any housing benefit claim. This authority shall extend to disclosure of the Tenant(s) whereabouts if there are any liabilities left

(d) (i) Pay the Council Tax in time if he/she is under the obligation to pay according to the Local Government Finance Act 1992 or any regulations under that Act.

(ii) Indemnify the Landlord in respect of any Council Tax (during the Tenancy) the Landlord comes under obligation to pay for reason the Tenant ceases to live in the Property.

(e) Use the Property in a tenantlike manner in accordance to the Housing Act 1984 as amended in 1996, Landlord and Tenant Act 1985 as well as any other Law enforced in relation to that.

(i) NO SMOKING POLICY. Tenant, or Tenant’s family or guests shall not smoke within premises. This includes smoking cigarettes, cigars, pipes, electronic cigarettes or any other smoking device. This policy is in effect desire to mitigate

(i) the irritation and known health effects of secondhand smoke;

(ii) the increased maintenance, cleaning, and redecorating costs from smoking; and

(iii) the increased risk of fire from smoking. Tenant acknowledges that Landlord/Agent’s adoption of a no smoking policy does not make the Landlord/Agent the guarantor of the Tenant’s health or of the smoke free condition of the premises.

(f) (i) Report any of the maintenance issue(s) or any damages for the property within 21 days from the tenancy agreement start date to be repaired under general wear and tear and to avoid any dispute at later stage;

(g) Not leave the property empty for more than 28 days without prior consent of the Landlord or his Agent(s) unless declared otherwise by any Law or becomes uninhabitable for living purposes.

(h) Keep the interior of the Property and all fixtures and fittings therein in the same good state and condition and also repair up to the standards as they were in at the time hereof (fair wear and tear and damage by accidental fire or other risk insured against by the Landlord only excepted unless the relevant policy of insurance shall have been rendered void or voidable or payment of the whole or part of the insurance monies refused in consequence of some act or default on the part of suffered by the Tenant) and immediately replace all broken glass, window panes, electric bulbs or fuses if required.

(i) Preserve the furniture equipment and effects from being destroyed or damaged and make good care and pay for repair or replacement with articles of a similar kind and or equal value. Such of the furniture equipment and effects as shall be destroyed, lost, broken or damaged (fair wear and tear and damage by accidental fire or other risk insured against by the Landlord only excepted unless the relevant policy of insurance shall have been rendered void or voidable or payment of the whole or part of the insurance monies refused in consequence of some act or default on the part of suffered by the Tenant)

(j) Keep or procure to be kept the garden at the Property (if any) in good order, cut the grass and keep the borders free from weeds, but shall not remove the shrubs or plants growing upon the premises or alter the general character of the garden throughout the tenancy, cultivate the garden in a reasonable manner according to the season of the year and similarly to tend and keep in good heart any houseplants in the Property save insofar as it is the Landlord’s responsibility

(k) Deliver up to the Landlord the Property and all new fixtures and additions thereto (except such as the Tenant shall be entitled by law to remove) and the furniture equipment and effects specified in the Inventory or the articles substituted for the same at the expiration or sooner determination of the Tenancy in such good clean state and condition and repair as aforesaid and the said garden clean, tidy and properly tended

(l) Keep cleansed and free from obstruction all chimneys, gutters, sewers, drains, sanitary apparatus, water and waste pipes and ducts belonging to or forming part of the Property and replace all washers and to keep the Landlord and all other tenants and occupiers of the building of which the Property forms part, fully indemnified against failure to comply with this covenant

(m) Ensure that coins and any other object that could damage the washing machine must be removed before the wash. Any damage caused to the washing machine due to negligence shall have to be paid for by the Tenant(s).

(n) Keep all the communal and private areas of the property in good clean order at all times.

(o) (i) Put the rubbish out for weekly collection

(ii) Remove all rubbish and personal belongings at the end of the tenancy. Tenants that leave any bin bags, stale food etc. in the property at the end of the Tenancy will be charged for its removal.

(p) Leave the furniture equipment and effects at the expiration or sooner determination of the tenancy in the same rooms and places as they were at the commencement of the tenancy

(q) Pay for the washing (including ironing and pressing) of all linen and for the washing and cleaning (including ironing and pressing) of all counterpanes, blankets, curtains and the steam or other appropriate cleaning of all carpets and upholstery which shall have been soiled during the tenancy

(r) Allow the Landlord and the Superior Landlord and their respective Agent(s) with or without workmen to enter the property at all reasonable times i.e. Monday to Saturday between 08:30 to 18:30 (except special circumstances) during the whole period of tenancy upon notice of 24 hours in advance by way of text message or email (excluding emergency situations) for the purposes of repairing and painting the outside thereof or of carrying out or completing any structural or other necessary or proper repairs to the Property or maintenance of any of the said fittings and equipment.

(s) Allow the Landlord, his Agent(s) or those with written authority from the Landlord or the Landlord’s Agent upon giving reasonable notice by way of afore mentioned or by post if required for the purposes of viewing and examining the property and fixtures by the potential tenants and buyers during reasonable times with prior notice of 24 hours in their presence or absence during working hours.

(t) Allow the Landlord or the Agent(s) with or without workmen and others upon giving reasonable notice (except in an emergency) to enter upon the property at all reasonable times during the daytime for the purpose of examining the state and condition of the interior of the Property and of the furniture equipment and effects therein and thereupon to permit the Landlord or the Agent to give to the Tenant notice in writing of all dilapidations wants of repair, cleansing, painting, amendment and restoration to the Property then found and for which the Tenant is liable herein and by such notice to require the Tenant to repair, cleanse, paint, amend and restore and make good the same respectively within one week from service of such notice and if the Tenant fails to execute the aforementioned work within the said period of one week then Landlord will be legally justified to enter upon the Property and execute such work at the reasonable expense of the Tenant and pay to the Landlord the reasonable expenses of any such work upon demand on a full indemnity basis.

(u) Not remove the furniture equipment and effects specified in the Inventory or any part thereof or any substituted furniture equipment and effects from the Property under any circumstances.

(v) Not assign, underlet, charge or part with or share possession or occupation of the Property or any part thereof

(x) Not carry on or permit to be carried on from the Property any profession, trade or business whatsoever or let apartments or receive paying guests on the Property but use the same as a private residence in the occupation of the Tenant and his immediate family only or where the Tenant is a corporation an employee of the Tenant first approved in writing by the Landlord (such approval not to be unreasonably withheld) and his immediate family only and being in any case in total no more than the listed persons on the Tenancy except for occasional guests

(w) Not leave the Property vacant or unoccupied for a period in excess of 28 consecutive days without first giving notice to the Landlord of the intention of so and obtaining a written acknowledgment from the Landlord of such notice

(y) (i) Not 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 under any circumstances unless prior written consent of the Landlord or his/her Agent(s), in other case, the liable tenant(s) will be charged for £25 per day for breach of contract as well as £50 for lock replacement and new key(s) from the day of first information of occurrence.

(ii) If any such additional keys are made, they have to be made through the Landlord or the Agent(s) by paying the cost and deliver the same up to the Landlord at the expiration or sooner determination of the tenancy and in the event that any such keys have been lost, pay to the Landlord on demand £25.00 per key for costs incurred by the Landlord in replacing locks to which the lost key belonged.

(iii) If the Landlord or Agent is called out between 10am and 5pm as a result of a tenant(s) lock themselves out of the property, an out call charge of £15.00 and further charge of £15.00 for replacement keys will be due from the Tenant(s). If the Tenant(s) are locked out of the Property out of hours, a minimum charge of £35.00 will be applied for a Locksmith to attend.

(z) Not do or suffer to be done any act or thing which may be a nuisance or annoyance to the Landlord or to the occupiers of any adjoining premises or which may vitiate any insurance of the Property or the contents thereto against fire or otherwise increase the ordinary premium thereon and in particular without prejudice to the generality of the foregoing not to use or play any electrical or musical instruments of any kind or practice any singing in the Property so as to cause annoyance to nearby residents or occupiers or at all so as to be audible outside the property between the hours of 11pm and 9 am

(aa) Not affix or exhibit or permit or suffer to be affixed or exhibited on or from the Property so as to be visible outside the same, any flag, placard, sign, or poster of any description and not affix to the windows of the Property externally or internally any venetian blinds or other blinds except of such colour and construction as shall be previously approved by the Landlord and not hang or expose in or upon any part of the Property so as to be visible from the outside any clothes, washing of any description

or any other articles except in an area of the garden (if any) specifically set aside for this purpose.

(bb) Clean all the windows of the property and all net curtains therein as often as necessary during the tenancy and at the end of the tenancy

(cc) Not deposit any store of coal or fuel elsewhere than in any receptacle or tank provided for the purpose nor keep any combustible or offensive goods, provisions or materials in or on the property

(dd) Not permit any waste, spoil or destruction of the Property

(ee) Not keep any animals, birds, reptiles or rodents on the Property

(ff) Not store any bicycles in the hallway

(gg) Ensure that whenever the Property is left vacant or unattended all the external doors and windows are properly secured by all locks and other means provided by the Landlord and the burglar alarm (if any) is activated

(ii) (i) Not pull down, alter, add to or in any way interfere with the construction or arrangement of the Property or the internal or external decoration or decorative scheme or colours thereof

(jj) Not do or permit or suffer to be done anything upon the Property which shall cause damage to or deterioration of the internal or external surface thereof or the coverings or decoration of or to such surfaces and in particular without prejudice to the generality of the foregoing shall not hang, affix, place or stand any picture, placard, poster or similar item upon in or against any wall and shall not pierce, nail, screw, peg or bolt into any walls or ceilings

(hh) Pay the Landlord’s or Agent’s reasonable costs of and in connection with:

i) The preparation of this Agreement

(ii) Any check required by the Tenant at the Commencement of the Tenancy of the said Inventory

(iii) The checking of said Inventory at the termination of the said tenancy (howsoever the same may be determined) and the

preparation of any Schedule of dilapidations whether during or at the end of the said tenancy

(iv) All applications by the Tenant for any consent or approval of the Landlord required by the terms hereof including those incurred in cases where a consent is refused or the application is withdrawn

(v) Any breach by the Tenant of any covenant contained in this Agreement whether for the payment of rent or otherwise whatsoever

(ii) Procure that at all times during the Tenancy hereby created, there is a current valid television receiving licence in force in respect of any television set that is receiving live broadcast or compliance with TV Licence conditions in the Property whether belonging to the Landlord or the Tenant

(jj)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

(kk) Report any problems with the Property to the Landlord at first instance i.e. maximum 48 hours or immediately on emergency number in case of Fire hazard, Death threat, potential major damage or destruction to the property or Occupants and or their belongings without any delay

(ll) In case of any unreasonable delay or negligent behaviour to inform the Landlord related to above, the Landlord or the Agent(s) will not be held be held liable for consequential loss, damage or destruction resulting thereafter

(mm) Reasonable Notice would be deemed minimum 24 Hours’ Notice prior an appointment

(mm) Agree to be served formal notices via email

(nn) Every 12 months or upon renewal of a tenancy if shorter than this period, a rent increase of 5% will apply. A renewal fee of 25% of the rent will also be payable to cover the costs of reissuing new contract. The agent reserves the right to change this fee at any time without prior notice

(oo) If the tenant wishes to leave the contract early we will facilitate this on the following conditions; An exit fee of 50% of one months rent of the property will be payable in order for us to remarket

the property. This will not guarantee a replacement tenant. The cost of a new opening inventory and a check out report must also be paid in order to mitigate any loss the landlord should suffer as a result of the tenant leaving their tenancy early. If the tenant finds a replacement tenant on their own, then only the inventory and check out costs, and the agency fee for the new tenant

must be paid.

2. PROVIDED ALWAYS and IT IS HEREBY AGREED as follows:

a) (i) If the rent or any instalment or part thereof shall be in arrears or unpaid for at least 14 days after same shall have become due (whether legally demanded or not) or

(ii) In the event of the breach of any of the agreements on the part of the Tenant herein contained or implied, or

(iv) If the Tenant being an individual shall become bankrupt or being a company shall enter into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation as a solvent company) or if the Tenant shall enter into any composition with his creditors or suffer any distress on his goods in the Property;

(v) The Landlord may re-enter on the Property and thereupon the tenancy shall absolutely determined without prejudice to any other remedy of the Landlord and the Landlord may recover possession of the property Any or all other Rights or remedies the landlord may have will remain in force.

(a) The mandatory requirement under the Housing Act 2004 for all new Assured Shorthold Tenancies to be covered by one of the three schemes authorised by the Government from 6th April 2007

(i) The Landlord shall hold the deposit hereinbefore referred to throughout the term of the tenancy only if they are covered by one of the three schemes or will be held by the Landlord’s Agent in line with scheme against dilapidations or if hereby created as security for compliance by the Tenant with the obligations of the Tenant under this Agreement and the payment holding and use of the same shall be without prejudice to any other rights and remedies of the Landlord whether expressed or implied

(i) If recourse shall be had to the deposit during the tenancy the Tenant shall forthwith on demand by way of additional rent pay the Landlord such amount as shall be required to restore the amount of the deposit to the sum herein specified

(ii) As soon as practicable after the determination of the tenancy (howsoever the same may be determined) the Landlord shall retain and account to the Tenant for such part of the deposit as the Agent shall reasonably deem necessary to enable the Landlord as at the date of such determination to make good such breach or noncompliance by the Tenant with his obligations hereunder and to pay all costs, charges and reasonable expenses incurred in connection therewith including the Agent’s reasonable fees and disbursements and shall account to the Tenant for any balance of such sum. If the deposit shall be insufficient for the purpose aforesaid, the Tenant shall pay to the Landlord forthwith on demand such sum as shall in the

reasonable opinion of the Landlord be reasonably required for such purposes

(iii) If the Tenant shall determine this Agreement before the expiration of the said term of this Agreement without justified cause connected with the use and enjoyment of the property the said deposit shall be forfeited to the Landlord

 (b) (i) If any rent or other money payable by the Tenant to the Landlord under the provision hereof shall not be paid within 7 days of the day on which it became due the same shall be payable with interest thereon at the rate of 4% per annum above the base minimum lending rate of Barclays Bank for the time being in force calculated on a day to day basis from the day upon which it became due down to the date of payment. The Tenant shall also be responsible to pay any bank penalties incurred by the Landlord as a result of late payment of the rent including £35.00 per cheque, unpaid direct debit or standing order per instruction.

(ii) Any payment not received will be forwarded to a debt collection agency, and any charges incurred will be paid directly to the Debt Collection Agency and not to the Agents.

(iii) Any person other than the tenant who pays rent due hereunder or any part thereof to the Landlord shall be deemed to have made such payment as agent for and on behalf of the tenant and the Landlord shall be entitled to assume without enquiry

(c) If the said Inventory has not been prepared and signed the parties hereto prior to the date hereof the Landlord will provide an Inventory to the Tenant within 1 week of the date hereof and the Tenant shall sign and return a copy thereof to the Landlord within 3 days of receipt of the same. If the Tenant shall not return such a signed copy within such period the Tenant shall be deemed to have accepted the Inventory as prepared unless within such period he notified his objections to the same in writing to the Landlord

(d) Any notice under this Agreement to the Landlord shall be served on the Landlord personally or by registered post. A notice to the Tenant sent by first class post shall be deemed to be delivered within 48 hours after it is placed in the post. Any notice to the Tenant shall be deemed sufficiently served if it is delivered personally or is sent by first class post to the Property and shall be deemed to be received 48 hours after posting.

(e) The landlord will not accept any responsibility in case of any loss for whatever reason

(f) The Tenant(s) are advised that the Landlord and/or Agents reserve the right to remedy any breach of the tenancy according to the Housing Act 1988, this Assured Shorthold Tenancy Agreement and its special conditions or any relevant Act of Parliamentary including any amendments. No omission by the Landlord or Agent, to enforce the terms of the tenancy at any time will prejudice the right to enforce terms in the future.

(g) The term of the tenancy agreement remains as stated on this agreement and is not negotiable. The Tenant(s) must advise us by if further tenancy is required for the Property.

3. The Landlord agrees with the Tenant as follows:

a) That the Tenant paying rent and performing the agreements on the part of the Tenant may quietly possess and enjoy the Property during the Tenancy without any lawful interruption from the Landlord or any person claiming under or in trust for the

Landlord. But:

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

(ii)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

(iii)This clause excludes the use of the Garage by the Tenants, and the Garage is not regarded as part of the Tenancy. This may be used by the Landlord from time to time, but if required access through the property, then minimum notice will be given.

(a) To return to the Tenant any rent payable and in fact paid in advance for any period while the Property is rendered uninhabitable or inaccessible by reason of fire or any insured risk (unless the insurance is vitiated as a result of the act or default of the Tenant) the amount in case of dispute is to be settled by arbitration under Part 1 of the Arbitration Act 1996

(b) Pay the rent reserved by the said Superior Lease and observe and perform the terms and conditions thereof so far as it is not the Tenants responsibility so to do pursuant to the terms hereof and pay all outgoings in respect of the Property

(c) To insure or, if the said Superior Lease provides for the Superior Landlord to insure, to endeavour to procure the insurance of the Property and the said furniture, fixtures and effects with a reputable company and to keep the same insured during the period of the Tenancy against loss or damage by fire and such other risks as are normally covered by a comprehensive insurance policy

(d) To maintain his obligations regarding repair further to s.11 Landlord & Tenant 1985, in so far as to:

(i) Keep in repair the structure and exterior of the property(including drains, gutters and external pipes);

(i) Keep in repair and in proper working order the installations in the dwelling house for the supply of water, gas and electricity and sanitation (including basins, sinks, baths and sanitary conveniences but not of the fixtures, appliances for making use of the supply of water, gas or electricity); and

(ii) to keep in repair and proper working order installations in the dwelling house for space heating and heating water.

(e) To ensure that the Property has an uptodate gas safety certificate under the Gas Safety (Installations and Use) Regulations Act 1998. All gas appliances, flues and other fittings to be checked annually to ensure they are safe and working properly

(f) To comply with the obligations under the Fire and Safety Regulations 1988. All of the Landlord's furniture

and furnishings, including sofas, bed, cushions and pillows, must meet these fire safety standards.

(g) To pay and indemnify the Tenant against all charges in respect of the Property except those which by the terms of the Agreement the Tenant has expressly agreed to pay

(h) To pay the balance of the Deposit to the Tenant as soon as possible after the conclusion of the tenancy, minus any reasonable costs incurred for the breach of any obligation. Where applicable, the Landlord may retain the Deposit until the Local Authority Confirms that no Housing Benefit paid to the Landlord is repayable.

4. The Landlord hereby warrants that the Landlord is legally entitled to grant the tenancy hereby created and has obtained any appropriate consent from any Mortgagee or Superior Landlord or other interested party and that the property hereby agreed to be let is not subject to any restrictive or other covenants or stipulations which have not been disclosed to the Tenant and the observance and performance of which would restrict or lessen the Tenant’s enjoyment of the said Property

­5. GROUND 1 NOTICE Schedule 2 to the Housing Act 1988

The Landlord notified the Tenant that possession of the Property may be recovered under Ground 1 in Schedule 2 to the Housing Act 1988. This requires the Court to order possession of the premises where the Landlord has previously occupied the Property as his only or principal home or requires the Property as the only or principal home of the Landlord or the Landlord’s spouse

6. GROUND 2 NOTICE Schedule 2 to the Housing Act 1988

The Landlord notifies the Tenant that the possession of the Property may be recovered under Ground 2 of Schedule 2 to the Housing Act 1988.

This requires the Court to order possession where:

(i) The Property is subject to a mortgage or charge granted before the beginning of the Tenancy; and

(ii) The Lender is entitled to exercise a power of sale; and

(iii) The Lender requires possession of the Property in order to dispose of them with vacant possession when exercising the power of sale

PROVIDED ALWAYS AND IT IS HEREBY AGREED

7. Notice

Under Section 48 of the Landlord and Tenant Act 1987, the Tenant is hereby notified that notices (including notice in proceedings) must be served on the landlord by the Tenant at the following address:

Landlord Name: [Title] [Forename] [Surname]

c/o Lettings Angels

129 Woodville Road

Cathays

Cardiff

CF24 4DZ

\* On signing this Agreement the tenant accepts to receive notices via email

**Tenants Undertaking**

This document is intended to ensure that tenants are aware of their responsibilities relating to antisocial

behaviour, waste management and fire safety.

**AntiSocial Behaviour**

This can be defined as ‘an action likely to cause harassment, alarm or distress, or behaviour which prevents others from enjoying an acceptable quality of life’.

Examples of antisocial behaviour could include:

Harassment, Excessive Noise, Vandalism, fly posting or graffiti, Drunk and disorderly conduct and rubbish dumping.

Tenants should ensure that nothing that they or their visitors do will interfere with other occupants within the house or the neighbourhood. The result of antisocial

behaviour on the part of a tenant and/or any of their visitors could include eviction and/or retention of bond money for repairs. In addition, cases can be referred to the local Antisocial

behaviour coordinator which could result in the service of an AntiSocial Behaviour Order.

**Waste Management**

Tenants have a responsibility to cooperate with the provisions in place for the storage and collection of domestic refuse and recyclable materials. And to make sure that refuse and recycling is placed in appropriate containers and placed out at the correct location for collection at the correct time. If refuse is allowed to accumulate in front forecourts or rear yards/gardens, or found to be dumped in the street, action may be

taken against tenants by the Council. Such action includes prosecution in the Magistrates Court.

All waste must be placed outside the boundaries of the property after 4.30pm the day before the scheduled collection and no later than 6.00am on the scheduled day of collection.

**Fire Safety**

The fire precautions are there for the protection of the occupants of the property and should never be interfered with in any way.

**Fire Doors**

Never prop, wedge, tie or otherwise keep a fire door open and never disconnect any door closing mechanism. The fire door is there to prevent the speedy spread of a fire throughout the property and to save lives.

**Fire Alarms**

If the fire alarm sounds, make your way quickly out of the property via the escape route which is normally be the hall, stairs and landings. Never assume that a fire alarm is false. If a fire has spread because of your interference with the fire escape systems and procedures, you may face civil proceedings by the landlord to recover costs for any additional damage caused. If you think that the fire alarm is sounding falsely, or if the control panel shows a fault, contact your Landlord.

**The escape route**

Always keep the escape route free from obstructions. Obstructions of the escape route may delay escape from the property in case of a fire and could result in casualties.

**Fire Fighting equipment**

Never misuse fire fighting equipment. Report any missing, damaged or discharged fire extinguishers.

**Calling Fire Service**

Never assume that someone else has called the Fire Service. Give the exact address clearly and accurately. Remember that the fire alarm does not sound in the fire station.

I/We the Tenant have been informed of my responsibilities in relation to antisocial

behaviour, waste management and fire precautions at this property.

I/We confirm that I will cooperate with the Landlord in all of the above respects and understand the consequences if I do not.

SIGNED by the Tenant/s

Printed Name:

Signatures Required:

Date:

Accepted by the Landlord

Printed Name:

Signature Required:

Date: