

8 Towneley Parade  
Longridge, Preston  
PR3 3HU



(GREEN)

From 25/Oct/2009  
To 25/July/2010

# Tenancy Agreement



DATED 25<sup>th</sup> October 2009

BETWEEN

[REDACTED]

- and -

[REDACTED]

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50 Greenbank Park, Higher Road, Longridge, PR3 2XY

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**AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY**  
**Under the provisions of The Housing Act 1988**

LANDLORD: [REDACTED]

TENANT: [REDACTED]

TERM: Three Months

COMMENCEMENT  
DATE: 26<sup>th</sup> October 2009

END DATE: 25<sup>th</sup> January 2010

RENT: £825.00

RENTAL PAYMENT  
PERIOD: Monthly

DEPOSIT: £825.00

**TERMS:**

1. This Agreement is intended to create an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988.
2. The Landlord lets and the Tenant takes the Premises for the Terms and at the Rent specified above.
3. This tenancy is subject to and the Tenant agrees to be bound by the General Tenancy Conditions set out overleaf with the amendments and additions to them (if any) set out under the heading "Special Tenancy Conditions" also overleaf.
4. The Tenant shall pay to the Landlord upon the signing of this Agreement the amount of the Deposit (if any specified) and the first payment of Rent.
5. This tenancy includes the use of the Landlord's Fixtures and Fittings ("the Fixtures and Fittings") in the Premises including amongst other things all matters specified in the attached Inventory and Schedule of Condition ("the Check-in Inventory and Schedule of Condition").

DATE:.. [REDACTED]

SIGNED [REDACTED]  
(by or on behalf of the Landlord)

[REDACTED]



## **GENERAL TENANCY CONDITIONS**

The Tenant agrees with the Landlord as follows:-

1. To pay the rent (without any deductions) to the Landlord according to the terms of this Agreement whether formally demanded or not and in the event of any instalment of rent or any other money payable under this Agreement remaining unpaid after the same becomes payable then the Tenant shall in addition pay to the Landlord interest at the rate of 4% per annum above Natwest Bank plc base rate from time to time on all outstanding monies from the date upon which the same becomes payable until payment.
2. Not to tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the Premises and to pay all charges in respect of gas, water and electricity consumed on or supplied to the Premises, all charges in respect of any telephone installed on the Premises and the television licence fee.
3. To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises) and to deliver all keys to the Premises to the Landlord.
4. Not to damage or injure the Premises or make any alteration or addition to the Premises including redecoration.
5. To permit any superior landlord, the Landlord or the Landlord's Agent and all other persons authorised by the Landlord with or without workmen and others and with all necessary equipment at all reasonable times upon not less than two days' notice (except in the case of emergency) to enter upon the Premises and to examine the condition of the same or to inspect, maintain, alter, improve or rebuild any adjoining or neighbouring property or to maintain repair or replace the Fixtures and Fittings or for the purpose of complying with any obligations imposed on the Landlord by law.
6. Under the Party Walls Act 1995 to send without delay any Structure Notice or other Notice served under this Act to the Landlord's Agents, and to permit access without hindrance to any adjoining landowner, his workmen or any professional person appointed on his behalf.
7. Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services serving the Premises and during the winter months to take adequate precautions to avoid damage by frost and freezing.
8. To keep the chimney (if any) swept, the garden (if any) neat and free from weeds and to keep the windows clean and immediately replace all broken glass in the Premises with the same quality glass.
9. Not to assign, sublet or part with or share possession of the whole or part of the Premises.
10. To use the Premises for the purpose of a private residence only in the occupation of the Tenant and not for business purposes and not to do or suffer to be done in the Premises or elsewhere anything which may be or become a nuisance, annoyance, or inconvenience to the Landlord or the tenants or occupiers of any neighbouring premises or which may vitiate any nuisance to the Premises or increase the premium for such insurance.
11. Not to take in any lodger or paying guest without the prior written consent of the Landlord.



12. Not to keep any domestic animals or birds in the Premises without the prior written consent of the Landlord which may be subsequently withdrawn upon giving reasonable written notice. If the Landlord gives his written consent to the keeping of any animal or bird on the Premises then the Tenant hereby agrees to pay an additional deposit to be determined by the Landlord. The Tenant also agrees to have the Premises professionally cleaned at the termination of the tenancy and to provide a receipted invoice to the Agent as written proof that he has complied with this clause.
13. To deliver up the Premises to the Landlord at the end of the tenancy in the same good and clean state of repair, condition and decoration as they were at the commencement of the Term (fair wear and tear and damage by fire excepted).
14. Clean or pay for the professional cleaning of all carpets, furniture, linen, blankets and curtains (if any) included in the letting which shall have been soiled during the tenancy.
15. To pay the Landlord or his Agent all reasonable costs and expenses incurred by the Landlord or his Agent (including but not limited to the costs and fees of the Landlord's solicitors and other professional advisors) in respect of any breach by the Tenant of this tenancy and to include the cost of any bank or other charges incurred by the Landlord or his Agent if any cheque written by the Tenant is dishonoured or if any Standing Order payment is withdrawn by the Tenant's bankers.

#### 16. FIXTURES AND FITTINGS:

- 16.1. Not to remove any of the Fixtures and Fittings from the Premises to store the same in the loft basement or garage (if any) without obtaining the Landlord's prior written consent and thereafter ensuring that the said items are stored safely and upon vacating the Premises to leave the same in the places in which they were on the Commencement Date.
- 16.2. Not to remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part thereof or any substitute Fixtures and Fittings from the Premises and not to bring onto the Premises the Tenant's own equipment or effects without the prior written consent of the Landlord, such consent not to be unreasonably withheld.
- 16.3. Make good all damage and breakages to the Fixtures and Fittings which may occur during the Term, replacing any items rendered unusable with others of similar value and appearance.

#### **FORFEITURE:-**

If at any time the rent or any part of the rent shall remain unpaid for 14 days after becoming payable (whether formally or legally demanded or not); or if any agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a voluntary agreement with his creditors; or if the Premises shall without the consent of the Landlord be left vacant or unoccupied for more than 14 days; or if any of the grounds listed in Schedule 2 of the Housing Act 1998 as amended by the Housing Act 1995 apply being ground 2, 8, 10, 11, 12, 13, 14, 15 or 17; then the Landlord may re-enter upon the Premises provided he has complied with his statutory obligations and has obtained a possession order from the County Court and thereupon the tenancy shall be determined but without prejudice to the right of action of the Landlord in respect of the breach of the Tenant's agreements and obligations contained herein.

#### **LANDLORD'S OBLIGATIONS:-**

The Landlord agrees with the Tenant as follows:-

That the Tenant paying the Rent and performing and observing the obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any person rightfully claiming under through or in trust for the Landlord.



To insure the Premises and the Fixtures and Fittings specified in the Check-in Inventory and Schedule of Condition to their full value with some insurance company of repute normally covered by a householder's comprehensive policy.

That he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable him to enter into this Agreement (whether from superior landlord's, mortgagees insurers or others) have been obtained.

#### **MISCELLANEOUS:-**

If the Premises comprise part only of a building the letting shall include the use (in common with others) of access ways to and from the Premises inside the building. "Premises" includes the Landlord's Fixtures and Fittings.

If a Deposit has been paid it shall be retained by the Landlord's Agent as stakeholder as security for performance of the Tenant's obligations and protected under the Tenancy Deposit Scheme. This deposit shall be repayable to the Tenant only after the end of the tenancy and within 14 days of the expiration, or, determination of the tenancy and then without interest and after deduction from it any agreed (between tenant and Agent) sums required to compensate the Landlord, whether wholly or in part, for any breach of obligation on the Tenant's part.

Any dispute between the Agent and the tenant regarding any amount to be withheld from the deposit will result in the matter being referred to the Tenancy Deposit Scheme for arbitration

If two or more persons are together the Tenant their obligations to the Landlord shall be joint and several meaning that if either one should breach any obligation under the Agreement either or both can be pursued.

Reference to the masculine gender include the feminine; to the singular include the plural; and to 'month' mean calendar month.

#### **SPECIAL TENANCY CONDITIONS**

There shall be incorporated into this Agreement all of the provisions set out below.

17. No illegal drugs to be used or kept on the Premises at any time.
18. The Tenant is to keep all electric lights in good working order and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary.
19. The Tenant is to keep all smoke alarms in good working order and in particular to replace all batteries as and when necessary.
20. The Tenant is to permit the Premises to be viewed during the last two months of the tenancy at all reasonable times upon previous appointment during normal working hours made by any person who is or is acting on behalf of a prospective purchaser or tenant of the Premises who is authorised by the Landlord or the Landlord's Agent to view the Premises and to erect for sale or to let boards at their discretion.
21. The Tenant must not do anything whereby the policy of insurance on the Premises or on the Fixtures and Fittings may become void or voidable or whereby the rate of premium on any such policy may be increased and to repay to the Landlord all sums from time to time paid by way of increased premium and all expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the premises are his and not covered by any insurance policy maintained by the Landlord.
22. In the event of loss or damage by fire, theft or impact or other causes the Tenant will immediately inform the Landlord or his Agent and then give the full written details thereof within 3 days in order to enable the Landlord to make a claim to the Landlord's insurance company.



23. The Tenant will not keep or use any paraffin heater liquefied petroleum gas heater or portable gas heater in the premises or store or bring upon the Premises any articles specially combustible inflammable or dangerous in nature.
24. **The Tenant shall not have a key meter installed at the Premises or any other meter which is operational by the insertion of coins or a pre-paid card or key, nor shall the Tenant change the supplier of the utilities to the Premises.** If in breach of this clause the Tenant changes the supplier of the utilities, then he must provide the name and address of the new supplier to the Landlord or his Agent immediately or at the termination of the tenancy and will be responsible and liable for all transfer and re-connection costs at the option of the Landlord on an indemnity basis.
25. The Tenant will not install or change any of the locks in the Premises without the Landlord's prior written consent or make any additional sets of keys to the Premises.
26. Before leaving the Premises vacant for any continuous period of two weeks or more during the Term to notify the Landlord in writing and drain down all water supplies in or serving the same and also to ensure that the stopcock is turned off.
27. Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without first obtaining the written consent of the Landlord, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter to make good any resultant damage as required by the Landlord.
28. Not to affix any items to the walls of the Premises either internally or externally using glue nails picture hooks or sticky tape without the Landlord's prior written consent, such consent not to be unreasonably withheld.
29. To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin.
30. Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises.
31. The Tenant shall pay the Council Tax in respect of the Premises provided always that in the event of the Landlord paying such tax whether under a legal obligation or otherwise the Tenant shall repay the same to the Landlord upon demand or such proportion thereof as may be determined by the Landlord as fair and reasonable.
32. The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is \_\_\_\_\_
33. The provisions as to the service of Notices in Section 196 of the Law of Property Act 1925 apply and any notices served on the Tenant(s) shall be sufficiently served if sent by ordinary first class post to the Tenant(s) at the tenanted property or the last known address of the Tenant(s) or left addressed to the Tenant(s) at the tenanted property. This clause shall apply to any Notices authorised or required to be served under this Agreement or under any Act or Parliament relating to the tenancy.
34. To notify the Landlord or the Landlords agent within 7 days of any change to contact details held by the landlord.

#### **NOTICE OF VACATION**

The Tenant agrees with the Landlord as follows:-



35. **To give the Landlord or his Agent a minimum of one month's Notice, in writing, of the intention to vacate the Premises at the end of the Term of this Agreement.**

36. Should the need arise to vacate the Premises early, the Tenant shall be liable to pay the monies for the rent and utilities up to the end of the Tenancy unless another tenant can be found, or indeed, the Landlord agrees to release the Tenant from the tenancy without payment for the remaining months. To break the Tenancy Agreement the following clauses apply:

- I. The Tenant will remain responsible for the rental and for performing the covenants of this agreement, whether or not the Tenant resides at the Premises, until such time as a new tenant, acceptable to our client, enters into a new Tenancy Agreement with our client, or until the termination date of your tenancy, whichever occurs sooner.
- II. That on the date when the new tenant takes over, the Tenant will forthwith surrender this tenancy with vacant possession and subject to paragraph III below, will have no further liability in respect of the Premises.
- III. Following the surrender of this tenancy, the Tenant will be responsible for the dilapidation costs or any other losses sustained by the Landlord and his letting or Managing Agent as a result of any breach by the Tenant of the terms of this Tenancy Agreement or as recorded in the outgoing inventory check.
- IV. To accept responsibility for the costs of the Letting/Management Agent incurred in re-letting the property which will be calculated at the rate of one month's rent plus VAT.



# Dewhurst Homes

(Yellow)

From 29<sup>th</sup> / July / 2010  
To 28<sup>th</sup> / June / 2011.

## Tenancy

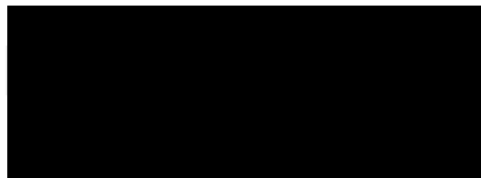
## Agreement

DATED 29<sup>th</sup> July 2010

BETWEEN

Ribble Valley Luxury Homes

- and -



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50 Greenbank park, Higher road, Longridge, Preston, PR3 2XY.

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**AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY**  
**Under the provisions of The Housing Act 1988**

LANDLORD: [REDACTED]

TENANT: [REDACTED]

TERM: 3 Months

COMMENCEMENT  
DATE: 29<sup>TH</sup> July 2010

END DATE: 28<sup>th</sup> October 2010

RENT: £875.00

RENTAL PAYMENT  
- PERIOD: Monthly

DEPOSIT: £875.00

**TERMS:**

1. This Agreement is intended to create an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988.
2. The Landlord lets and the Tenant takes the Premises for the Terms and at the Rent specified above.
3. This tenancy is subject to and the Tenant agrees to be bound by the General Tenancy Conditions set out overleaf with the amendments and additions to them (if any) set out under the heading "Special Tenancy Conditions" also overleaf.
4. The Tenant shall pay to the Landlord upon the signing of this Agreement the amount of the Deposit (if any specified) and the first payment of Rent.
5. This tenancy includes the use of the Landlord's Fixtures and Fittings ("the Fixtures and Fittings") in the Premises including amongst other things all matters specified in the attached Inventory and Schedule of Condition ("the Check-in Inventory and Schedule of Condition").
6. In the instance of any correspondence being sent to the tenant regarding rent arrears, an administration fee of £25.00 will be incurred for each correspondence.

DATE: 28/07/10

SIGNED  
(by or on behalf of the Landlord)

PRINTED  
(by or on behalf of the Landlord)

SIGNED [REDACTED] (Tenant)

PRINTED [REDACTED] (Tenant)

SIGNED.....(Tenant)

PRINTED.....(Tenant)

## **RECOMMENDATIONS**

We strongly recommend that you take out full contents insurance for the property should you require help or advice please call [REDACTED]

## **GENERAL TENANCY CONDITIONS**

The Tenant agrees with the Landlord as follows:-

1. To pay the rent (without any deductions) to the Landlord according to the terms of this Agreement whether formally demanded or not and in the event of any instalment of rent or any other money payable under this Agreement remaining unpaid after the same becomes payable then the Tenant shall in addition pay to the Landlord interest at the rate of 4% per annum above Natwest Bank plc base rate from time to time on all outstanding monies from the date upon which the same becomes payable until payment.
2. Not to tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the Premises and to pay all charges in respect of gas, water and electricity consumed on or supplied to the Premises, all charges in respect of any telephone installed on the Premises and the television licence fee.
3. To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises) and to deliver all keys to the Premises to the Landlord.
4. Not to damage or injure the Premises or make any alteration or addition to the Premises including redecoration.
5. To permit any superior landlord, the Landlord or the Landlord's Agent and all other persons authorised by the Landlord with or without workmen and others and with all necessary equipment at all reasonable times upon not less than two days' notice (except in the case of emergency) to enter upon the Premises and to examine the condition of the same or to inspect, maintain, alter, improve or rebuild any adjoining or neighbouring property or to maintain repair or replace the Fixtures and Fittings or for the purpose of complying with any obligations imposed on the Landlord by law.
6. Under the Party Walls Act 1995 to send without delay any Structure Notice or other Notice served under this Act to the Landlord's Agents, and to permit access without hindrance to any adjoining landowner, his workmen or any professional person appointed on his behalf.
7. Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services serving the Premises and during the winter months to take adequate precautions to avoid damage by frost and freezing.
8. To keep the chimney (if any) swept, the garden (if any) neat and free from weeds and to keep the windows clean and immediately replace all broken glass in the Premises with the same quality glass.
9. Not to assign, sublet or part with or share possession of the whole or part of the Premises.
10. To use the Premises for the purpose of a private residence only in the occupation of the Tenant and not for business purposes and not to do or suffer to be done in the Premises or elsewhere anything which may be or become a nuisance, annoyance, or inconvenience to the Landlord or the tenants or occupiers of any neighbouring premises or which may vitiate any nuisance to the Premises or increase the premium for such insurance.

11. Not to take in any lodger or paying guest without the prior written consent of the Landlord.
12. Not to keep any domestic animals or birds in the Premises without the prior written consent of the Landlord which may be subsequently withdrawn upon giving reasonable written notice. If the Landlord gives his written consent to the keeping of any animal or bird on the Premises then the Tenant hereby agrees to pay an additional deposit to be determined by the Landlord. The Tenant also agrees to have the Premises professionally cleaned at the termination of the tenancy and to provide a receipted invoice to the Agent as written proof that he has complied with this clause.
13. To deliver up the Premises to the Landlord at the end of the tenancy in the same good and clean state of repair, condition and decoration as they were at the commencement of the Term (fair wear and tear and damage by fire excepted).
14. Clean or pay for the professional cleaning of all carpets, furniture, linen, blankets and curtains (if any) included in the letting which shall have been soiled during the tenancy.
15. To pay the Landlord or his Agent all reasonable costs and expenses incurred by the Landlord or his Agent (including but not limited to the costs and fees of the Landlord's solicitors and other professional advisors) in respect of any breach by the Tenant of this tenancy and to include the cost of any bank or other charges incurred by the Landlord or his Agent if any cheque written by the Tenant is dishonoured or if any Standing Order payment is withdrawn by the Tenant's bankers.
16. **FIXTURES AND FITTINGS:**
  - 16.1. Not to remove any of the Fixtures and Fittings from the Premises to store the same in the loft basement or garage (if any) without obtaining the Landlord's prior written consent and thereafter ensuring that the said items are stored safely and upon vacating the Premises to leave the same in the places in which they were on the Commencement Date.
  - 16.2. Not to remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part thereof or any substitute Fixtures and Fittings from the Premises and not to bring onto the Premises the Tenant's own equipment or effects without the prior written consent of the Landlord, such consent not to be unreasonably withheld.
  - 16.3. Make good all damage and breakages to the Fixtures and Fittings which may occur during the Term, replacing any items rendered unusable with others of similar value and appearance.

#### **FORFEITURE:-**

If at any time the rent or any part of the rent shall remain unpaid for 14 days after becoming payable (whether formally or legally demanded or not); or if any agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a voluntary agreement with his creditors; or if the Premises shall without the consent of the Landlord be left vacant or unoccupied for more than 14 days; or if any of the grounds listed in Schedule 2 of the Housing Act 1998 as amended by the Housing Act 1995 apply being ground 2, 8, 10, 11, 12, 13, 14, 15 or 17; then the Landlord may re-enter upon the Premises provided he has complied with his statutory obligations and has obtained a possession order from the County Court and thereupon the tenancy shall be determined but without prejudice to the right of action of the Landlord in respect of the breach of the Tenant's agreements and obligations contained herein.

#### **LANDLORD'S OBLIGATIONS:-**

The Landlord agrees with the Tenant as follows:-

That the Tenant paying the Rent and performing and observing the obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any

unlawful interruption by the Landlord or any person rightfully claiming under through or in trust for the Landlord.

To insure the Premises and the Fixtures and Fittings specified in the Check-in Inventory and Schedule of Condition to their full value with some insurance company of repute normally covered by a householder's comprehensive policy.

That he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable him to enter into this Agreement (whether from superior landlord's, mortgagees insurers or others) have been obtained.

#### **MISCELLANEOUS:-**

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If a Deposit has been paid it shall be retained by the Landlord's Agent as stakeholder as security for performance of the Tenant's obligations and protected under the Tenancy Deposit Scheme. This deposit shall be repayable to the Tenant only after the end of the tenancy and within 14 days of the expiration, or, determination of the tenancy and then without interest and after deduction from it any agreed (between tenant and Agent) sums required to compensate the Landlord, whether wholly or in part, for any breach of obligation on the Tenant's part.

Any dispute between the Agent and the tenant regarding any amount to be withheld from the deposit will result in the matter being referred to the Tenancy Deposit Scheme for arbitration

If two or more persons are together the Tenant their obligations to the Landlord shall be joint and several meaning that if either one should breach any obligation under the Agreement either or both can be pursued.

Reference to the masculine gender include the feminine; to the singular include the plural; and to 'month' mean calendar month.

#### **SPECIAL TENANCY CONDITIONS**

There shall be incorporated into this Agreement all of the provisions set out below.

17. No illegal drugs to be used or kept on the Premises at any time.
18. The Tenant is to keep all electric lights in good working order and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary.
19. The Tenant is to keep all smoke alarms in good working order and in particular to replace all batteries as and when necessary.
20. The Tenant is to permit the Premises to be viewed during the last two months of the tenancy at all reasonable times upon previous appointment during normal working hours made by any person who is or is acting on behalf of a prospective purchaser or tenant of the Premises who is authorised by the Landlord or the Landlord's Agent to view the Premises and to erect for sale or to let boards at their discretion.
21. The Tenant must not do anything whereby the policy of insurance on the Premises or on the Fixtures and Fittings may become void or voidable or whereby the rate of premium on any such policy may be increased and to repay to the Landlord all sums from time to time paid by way of increased premium and all expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the premises are his and not covered by any insurance policy maintained by the Landlord.

22. In the event of loss or damage by fire, theft or impact or other causes the Tenant will immediately inform the Landlord or his Agent and then give the full written details thereof within 3 days in order to enable the Landlord to make a claim to the Landlord's insurance company.
23. The Tenant will not keep or use any paraffin heater liquefied petroleum gas heater or portable gas heater in the premises or store or bring upon the Premises any articles specially combustible inflammable or dangerous in nature.
24. **The Tenant shall not have a key meter installed at the Premises or any other meter which is operational by the insertion of coins or a pre-paid card or key, nor shall the Tenant change the supplier of the utilities to the Premises unless you have permission off your landlord or letting agent.** If in breach of this clause the Tenant changes the supplier of the utilities, then he must provide the name and address of the new supplier to the Landlord or his Agent immediately or at the termination of the tenancy and will be responsible and liable for all transfer and re-connection costs at the option of the Landlord on an indemnity basis.
25. The Tenant will not install or change any of the locks in the Premises without the Landlord's prior written consent.
26. Before leaving the Premises vacant for any continuous period of two weeks or more during the Term to notify the Landlord in writing and drain down all water supplies in or serving the same and also to ensure that the stopcock is turned off.
27. Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without first obtaining the written consent of the Landlord, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter to make good any resultant damage as required by the Landlord.
28. Not to affix any items to the walls of the Premises either internally or externally using glue nails picture hooks or sticky tape without the Landlord's prior written consent, such consent not to be unreasonably withheld.
29. To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin.
30. Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises.
31. The Tenant shall pay the Council Tax in respect of the Premises provided always that in the event of the Landlord paying such tax whether under a legal obligation or otherwise the Tenant shall repay the same to the Landlord upon demand or such proportion thereof as may be determined by the Landlord as fair and reasonable.
32. The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is \_\_\_\_\_
33. The provisions as to the service of Notices in Section 196 of the Law of Property Act 1925 apply and any notices served on the Tenant(s) shall be sufficiently served if sent by ordinary first class post to the Tenant(s) at the tenanted property or the last known address of the Tenant(s) or left addressed to the Tenant(s) at the tenanted property. This clause shall apply to any Notices authorised or required to be served under this Agreement or under any Act or Parliament relating to the tenancy.
34. To notify the Landlord or the Landlords agent within 7 days of any change to contact details held by the landlord.

35. No act or thing shall or may be or become a nuisance damage annoyance or inconvenience to the Landlords or the neighbourhood shall be done or suffered to be done in the Property or any part thereof nor shall the Property be used for any unlawful or immoral purpose nor shall there be brought or suffered to be brought into the Property any dangerous or offensive goods.
36. No music or singing whether by instrument, voices, stereo, television or other means nor any dancing shall be allowed in the Property so as to be audible outside the Property between 11pm and 8am.
37. No items are to be left on the premises on vacation of the property other than listed in the inventory, if any items are left they will be disposed of or sold.

### **NOTICE OF VACATION**

The Tenant agrees with the Landlord as follows:-

38. **Where the Tenant wishes to terminate this Agreement the Tenant shall give to the Landlord or his Agent a minimum of one month's Notice, in writing, of the intention to vacate the Premises, such notice to expire either at the end of the Term of this Agreement (but not before) or thereafter on the day before any day upon which the rent is due pursuant to this Agreement.**
39. Should the need arise to vacate the Premises early, the Tenant shall be liable to pay the monies for the rent and utilities up to the end of the Tenancy unless another tenant can be found, or indeed, the Landlord agrees to release the Tenant from the tenancy without payment for the remaining months. To break the Tenancy Agreement the following clauses apply:
  - I. The Tenant will remain responsible for the rental and for performing the covenants of this agreement, whether or not the Tenant resides at the Premises, until such time as a new tenant, acceptable to our client, enters into a new Tenancy Agreement with our client, or until the termination date of your tenancy, whichever occurs sooner.
  - II. That on the date when the new tenant takes over, the Tenant will forthwith surrender this tenancy with vacant possession and subject to paragraph III below, will have no further liability in respect of the Premises.
  - III. Following the surrender of this tenancy, the Tenant will be responsible for the dilapidation costs or any other losses sustained by the Landlord and his letting or Managing Agent as a result of any breach by the Tenant of the terms of this Tenancy Agreement or as recorded in the outgoing inventory check.
  - IV. To accept responsibility for the costs of the Letting/Management Agent incurred in re-letting the property which will be calculated at the rate of one month's rent plus VAT.

(Brown)

From 5<sup>TH</sup> / AUG / 2011  
To 19<sup>TH</sup> / OCT / 2012 .

**AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY**  
**Under the provisions of The Housing Act 1988**

LANDLORD: Ribble Valley Luxury Homes Ltd, [REDACTED]

TENANT: [REDACTED]

TERM: Three Months

COMMENCEMENT  
DATE: 5<sup>th</sup> August 2011

END DATE: 4<sup>th</sup> November 2011

RENT: £875.00

RENTAL PAYMENT PERIOD: Monthly by standing order, this must be set up by you to :

DEPOSIT: £875.00

**TERMS:**

1. This Agreement is intended to create an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988.
2. The Landlord lets and the Tenant takes the Premises for the Terms and at the Rent specified above.
3. This tenancy is subject to and the Tenant agrees to be bound by the General Tenancy Conditions set out overleaf with the amendments and additions to them (if any) set out under the heading "Special Tenancy Conditions" also overleaf.
4. The Tenant shall pay to the Landlord upon the signing of this Agreement the amount of the Deposit (if any specified) and the first payment of Rent.
5. This tenancy includes the use of the Landlord's Fixtures and Fittings ("the Fixtures and Fittings") in the Premises including amongst other things all matters specified in the attached Inventory and Schedule of Condition ("the Check-in Inventory and Schedule of Condition").
6. In the instance of any correspondence being sent to the tenant regarding rent arrears, an administration fee of £25.00 will be incurred for each correspondence.

DATE: 3.8.11 .....

SIGNED [REDACTED] (Tenant)

SIGNED [REDACTED]  
(by or on behalf of the Landlord)

PRINTED [REDACTED] (Tenant)

PRINTED [REDACTED]  
(by or on behalf of the Landlord)

SIGNED [REDACTED] (Tenant)

PRINTED [REDACTED] (Tenant)



DATED 3<sup>rd</sup> May 2013

BETWEEN

Ribble Valley Luxury Homes Ltd

and



---

50 Greenbank Park, Longridge, Preston, PR3 2XY

---



(BLUE)

From 3<sup>rd</sup> / MAY / 2013  
To 22<sup>nd</sup> / MARCH / 2023

AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY  
Under the provisions of The Housing Act 1988

LANDLORD: Ribble Valley Luxury Homes Ltd

TENANT:

TERM: Three Months

COMMENCEMENT  
DATE: 3<sup>rd</sup> May 2013

END DATE: 2<sup>nd</sup> August 2013

RENT: £675.00 pcm

RENTAL PAYMENT PERIOD: Monthly by standing order, this must be set up by you to:

DEPOSIT: £1,312.50

TERMS:

1. This Agreement is intended to create an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988.
2. The Landlord lets and the Tenant takes the Premises for the Terms and at the Rent specified above.
3. This tenancy is subject to and the Tenant agrees to be bound by the General Tenancy Conditions set out overleaf with the amendments and additions to them (if any) set out under the heading "Special Tenancy Conditions" also overleaf.
4. The Tenant shall pay to the Landlord upon the signing of this Agreement the amount of the Deposit (if any specified) and the first payment of Rent.
5. This tenancy includes the use of the Landlord's Fixtures and Fittings ("the Fixtures and Fittings") in the Premises including amongst other things all matters specified in the attached Inventory and Schedule of Condition ("the Check-in Inventory and Schedule of Condition").
6. In the instance of any correspondence being sent to the tenant regarding rent arrears, an administration fee of £25.00 will be incurred for each correspondence.

DATE: 17.4.13

SIGNED (tenant)

SIGNED (by or on behalf of the Landlord)

PRINTED (tenant)

PRINTED (by or on behalf of the Landlord)



From 22<sup>nd</sup> MARCH/2023  
TO CURRENT DATE

## TENANCY AGREEMENT

THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and 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 Act 1988 as amended by the Housing Act 1996.

Date 22<sup>nd</sup> March 2023

Landlord(s) NGJ Holdings Ltd

Tenant(s)

Property The dwelling known as:-  
50 Greenbank Park, Higher Road, Longridge, PR3 2XY

Term For the term of:- 3 months  
Commencing on:- 22<sup>nd</sup> March 2023

Rent £875.00 paid per calendar month, payable 1 month in advance.

Payment Rental payments are due in advance and will be equal monthly payments due on the 3<sup>rd</sup> of each month

Deposit £1312.50 will be held in a tenancy deposit scheme and returned in full when the property becomes empty if all rent and the property is left in the manner on renting

Premises are Un-Furnished

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. The Tenant pays the Deposit as security for their performance of the Tenant's obligations and to pay any compensate the Landlord for any breach of those obligations. It is agreed that this sum shall not be transferable by the Tenant in any way, and at any time against the payment of the Rent and that no interest shall be payable on this Deposit. The balance of the Deposit is to be paid to the Tenant only after vacation of the Property, such amount to be assessed at the outgoing check upon termination of the Agreement.



### 3. (Tenants Obligations) The Tenant agrees with the Landlord:-

#### Rents and Charges

To pay the **deposit** as requested for security for any loss or damage to the premises or contents. The Deposit will be held by the Landlord and will be refunded to the Tenant at the end of the Term (however it ends) at the forwarding address provided to the Landlord but less any reasonable deductions properly made by the Landlord to cover any reasonable costs incurred or losses caused to him by any breaches of the obligations in his Agreement by the Tenant. No interest will be payable to the Tenant in respect of the Deposit money

To pay the **Rent** on the days and in the manner specified to the Landlord.

Interest, to pay interest upon any **late rental payments** at **10%** above base rate per day for any amounts that are more than seven days late, whether requested or not.

- **Insurance**, the house is insured by the Landlord, but the Tenant is liable for the first **£100**, of any claim made which was the fault of the Tenant, or their guests. The Tenant(s) are responsible for the insurance of their own contents.
- Not to do or permit anything to be done which might make void or voidable the insurance of the landlord, or occasion an increase in the premium. Any increase in the premium due to the Tenant(s) actions may be charged directly against them.
- To pay promptly to the authorities to whom they are due, **council tax and outgoings** (including water and sewerage charges, gas, electric, telephone, light etc relating to the Property), including any which are imposed after the date of this Agreement and to pay the total cost of any reconnection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected.

#### Use of the Property

**Not to assign, or sublet**, part with possession of the Property, or to let any other person live at the Property.

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.

**Not to receive paying guests** or carry on or permit to be carried on any business, trade or possession on or from the Property.

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 to the occupiers of the neighbouring premises, or which may void any insurance of the Property or cause the premiums to increase.

Not to keep any **animals or birds** or other living creature on the Property without the Landlord's written consent such consent if granted to be revocable at will by the Landlord.

Not to use the Property for any **illegal or immoral purpose**.

That all **rubbish is stored** in appropriate rubbish bins in a suitable place and made available for collection

- That **no dangerous items**, including explosive or flammable materials be left lying around the immediate neighbourhood by you and/or any member of your household.
- To **park cars** in the pre-designated parking spaces (where appropriate)



**Not to possess drugs**, or other illegal items on the premises other than over the counter drugs and drugs prescribed by a qualified medical practitioner.

## Repairs

**Not to damage or injure** the Property and Contents or make any alteration or addition to it. Any redecoration is to be made only with the prior written consent of the Landlord or his Agent.

To keep the interior of the Property and Contents in **good clean condition** and complete repair (damage by accidental fire and reasonable wear and tear excepted) and to keep the Property at all times well and sufficiently aired and warmed during the tenancy. This clause does not oblige the Tenant to put the Property into better repair than it was in the beginning of the tenancy.

To immediately pay the Landlord or his Agent the value of **replacement of any furniture or effects lost or damaged** or destroyed or at the option of the Landlord, replace immediately any furniture or effects lost, damaged or destroyed, and not to remove or permit to be removed any furniture or effects from the Property.

That the Landlord or any person authorised by the Landlord or his Agent may at reasonable times on giving 24 hours' notice (unless in the case of an emergency) **enter the property** for the purpose of viewing, inspecting its condition and state of repair or for the purpose of repair, maintenance or repainting.

To keep the gardens (if any) including all driveways, pathways, lawns, hedges and rockeries, **neat tidy and properly tended** at all times and not remove any trees or plants and to keep any garage in good order.

To **replace all broken glass** in doors and windows damaged during the tenancy.

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.

Not to **glue stick or otherwise fix** anything whatsoever to the exterior or interior of the Property without the Landlord's written consent.

To take all reasonable precautions to **prevent damage by frost**.

In order to comply with the **Gas and Safety Regulations**, it is necessary

that the ventilation provided for this purpose in the Property should not be blocked

that brown or sooty build up on any gas appliance should be reported immediately to the Landlord or the Landlord's agent

To keep the **drains, waste pipes and gutters** free from obstruction and to keep the chimney (if appropriate) swept as often as necessary.

## Other Tenant Responsibilities

Not to leave the Property **vacant** for more than 30 consecutive days and to properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended.

To **inform the Landlord** in writing of any periods over days, when the premises will be left empty. In winter, the Tenant is responsible for turning off the main water and draining the heating and water storage.



To fully pay and **compensate** the Landlord for any costs expense loss or damage incurred or suffered by the Landlord as a consequence of any breach of the Agreement on the part of the Tenant in this Agreement.

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 in daytime to enter and **view the Property** with prospective Tenants or purchasers.

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

That the Tenant shall be responsible for testing all **smoke detectors** (if any) fitted in the Property on a regular basis and replace the batteries as necessary.

To **clean the windows** inside and out at least once every two months.

To give the Landlord a copy of any **relevant postal notices** or documents received concerning the premises within 7 days of receiving them - In particular, any notice received under the Party Wall Act 1996. The Tenant agrees not to do anything as a result of the notice unless required to do so by the Landlord.

#### End of Tenancy

To allow the Landlord to **affix a re-letting sign** to the premises, eight weeks prior to the termination of the tenancy, and allow the Landlord or other persons with the landlords permission to view the premises at reasonable hours.

To leave the Property and the Contents at the end of the tenancy in the **same places** in which they were originally positioned at the commencement of the tenancy.

To arrange for the Property to be **professionally cleaned** on the termination on the Tenancy. To pay for any cleaning services that may be requires to reinstate the Property to the same order that it was provided at the commencement of the tenancy including the washing and ironing or cleaning of all linen, carpets and curtains which shall have been soiled during the tenancy. If the property isn't clean to the standard the property was let in £200 will be kept from the bond to cover cleaning costs. Also if any rubbish/furniture etc is left in the property/cellar/yard £200 will be kept from the bond to cover the cost of removing the items/rubbish.

To provide the Landlord with a **forwarding address** when the tenancy comes to an end

If the Tenant(s) **abandon the property** without telling the landlord, the landlord will enter the property, repair and clean if necessary and charge the Tenant accordingly. The tenant agrees to pay all costs connected with the Landlord(s) attempt to find their geographical whereabouts, including any court fees.

To **leave the property** at the end of the tenancy in good repair and condition, upon the date so appointed and hand back all keys to doors, windows and any other items, for which the Landlord will provide the Tenant with a receipt.

**Notice**, the Tenant(s) must give at least one months notice to the landlord, (after any fixed term of the tenancy agreement has ended), either by recorded post to the Landlords address, or in person.

If at any time:-

any part of the **Rent is outstanding** for 14 days after becoming due (whether formally demanded or not) and/or



there is any breach, **non-observance or non-performance** by the Tenant of an covenant or other term of this Agreement which has been notified in writing to the Tenant and the Tenant has failed within a reasonable period of time to remedy the breach and/or pay reasonable compensation to the Landlord for the breach and/or

any of the grounds set out as Grounds 2, 8 or Grounds 10-15 (inclusive) (which relate to breach of any obligation by a Tenant) contained in the Housing Act 1988 Schedule 2 apply, the Landlord may recover possession of the Property and this Agreement shall come to an end. The Landlord retains all his other rights in respect of the Tenant's obligations under this Agreement. Note that if anyone is living at the Property or if the tenancy is an assured or assured shorthold tenancy then the Landlord must obtain a court order for possession before re-entering the Property under the Housing Act 1988. This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.

**4. (Landlord Obligations) The Landlord agrees with the Tenant that:-**

Provided the Tenant shall pay the Rent and perform the agreements on his part already referred to, the Landlord shall permit the Tenant to have **quiet enjoyment** of the Property without unreasonable interruption by the Landlord or his Agent.

The Landlord will **keep in repair:-**

- the structure and exterior of the Property (including drains, gutters and external pipes);
- the installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences);
- the installation at the Property for space heating and heating water

But the Landlord will **not be required to:-**

- carry out works for which the Tenant is responsible by virtue of his duty to use the Property in a Tenant-like manner;
- reinstate the Property in the case of damage or destruction if the insurers refuse to pay out the insurance money due to anything the Tenant has done or failed to do;
- rebuild or reinstate the Property in the case of destruction or damage of the Property by a risk not covered by the policy of insurance effected by the Landlord.

Any notice served by the Landlord on the Tenant shall be sufficiently served if sent by registered or **recorded delivery post** to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.

The Landlord shall be entitled to have and **retain keys** for all the doors to the Property but shall not be entitled to use these to enter the property without the consent of the Tenant (apart from an emergency) Any notices or other documents shall be deemed served on the Tenant by either being left at the Premises or by being sent to the Tenant at the Premises by first-class post. If notices or other documents are served on the Tenant by post they shall be deemed **served on the day** after posting

Signed By NGJ Holdings

[Redacted Signature]

...

Signed By

[Redacted Signature]

Date 04/04/2023