



**Enright  
Properties**

**Damien & Sally Enright  
Property Lettings  
07967369213**

**15 Avondale Court BA1 3ET**

Email :enrightdamien@gmail.com

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

**Receipt for holding/ deposit, payment withholding the property from the market.**

**Property Address** ANOTHER PROPERTY

**Present Tenants** ANOTHER TENANT

**Landlord** ANOTHER LANDLORD

**Deposit Payment Conditions.**

**Please read carefully.** The tenant is required to pay a deposit of **£535.00 each** for the above property i.e. 6 equivalents equal one month's rent. The receipt of this payment ensures that the property is removed from the open market. The deposit payment should be made by bank transfer and once paid will form part of the security deposit. A start date of the **14<sup>th</sup> July 2020 must be agreeable.**

The deposit paid is placed in a secure fund with the DPS [www.depositprotection.com](http://www.depositprotection.com) The deposit protection scheme on behalf of the group concerned, a lead tenant must be appointed within the group, conditions apply and we will correspond with you about this.

**Guarantor.**

Each tenant is required to have a guarantor i.e. someone who is prepared to pay his or her rent share in the event that this might become necessary. The Guarantor must be a UK property owner. If a guarantor cannot be provided then a larger advanced rent payment will need to be made. The guarantor will be required and should be appointed within 10 days of paying the holding deposit. The guarantor form will be supplied separately to you by email. The form should be printed off, and returned completed, scanned and emailed to Enright properties within the timescale that will be stated, / agreed.

**The holding payment, to reserve the property can be paid in the following way.**

**Option 1**

**Two parts £123.46 each non-refundable to be paid by Monday 11<sup>th</sup> November 12noon**

**Then top up payment to be made within 15 calendar days in the sum £411.54 each  
no later than 15<sup>th</sup> November**

**Option 2**

**TOTAL PAYMENT £535.00 each**

**The holding / must be paid by the by 12noon Monday 11<sup>th</sup> November**

The security deposit **balance payment** must be paid within 15 days prior to the contract being signed. Prior to the start of the contract further advanced payments will become due, advanced rent payments. **Full terms of payment are supplied in the form of an Annual Financial statement document.** The whole security deposit that is paid in the sum **£3120.00** will be retained and held in a secure DPS fund. The security deposit will be returned in full when moving out of the property assuming that no deductions are necessary/agreed. The whole monthly rent is **£3120.00** on the basis the tenant/s agrees to sign a **12month contract.**

**THE RENT should be paid in advance,**

**With a guarantor as detailed on the accompanying statement**

**Without a guarantor Full up front rent payment for the term of the contract.**

**Payment, Natwest Bank , Mr D M Enright**

**Account 23796596. Sort code 60 02 05. Payment ref SA11 and Tenants 1<sup>st</sup> name**

**Reservation conditions.**

If the tenant/s changes his/her mind and does not proceed to rent the property the landlord will retain the holding deposit and re-offer the property. We expect that tenants should return the property cleaned to a professional standard as detailed in the property inventory.

**Date .**

**On Behalf of the Landlord,**

**INTERNATIONAL BANK TRANSFERS.**

**IBAN GB37NWBK60020523796596 BIC NWBKGB2L. Bank transfer charges may apply for each international transfer**





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**PROPERTY, ANOTHER STREET / AVENUE, BATH ANNUAL STATEMENT 2020 2021**

**WHOLE MONTHLY RENT. £3210.00 EXAMPLE / SAMPLE DOCUMENT**

**WHOLE SECURITY DEPOSIT £3210.00 daily rate £105.53**

**SECURITY DEPOSIT**

Security deposit, One month's rent. £3210.00

**LESS anticipated holding deposit received (6 shares of £535) £3210.00**  
When paying to hold the property November.

**RENT PAYMENT for 12 months £38520.00**

**Divided into 5 payments**

**1<sup>ST</sup> PAYMENT part 1.**

**DUE BEFORE 7<sup>th</sup> July 2020 in the sum of £4643.51**

**Made up of 88 days rent from 14<sup>th</sup> July - 9<sup>th</sup> October 2019**

**Divided assuming that you intend to pay an equal share each £773.92**

**2<sup>nd</sup> PAYMENT part 2.**

**DUE BEFORE 4<sup>th</sup> August 2020 in the sum of £4643.51**

**Made up of 88 days rent from 14<sup>th</sup> July - 9<sup>th</sup> October 2019**

**Divided assuming that you intend to pay an equal share each £773.92**

**3<sup>rd</sup> PAYMENT**

**DUE BEFORE 9<sup>TH</sup> OCTOBER 2020 in the sum of £9744.33**

**Divided assuming that you intend to pay an equal share each £1624.06**

**4<sup>th</sup> PAYMENT**

**DUE BEFORE 9<sup>TH</sup> JANUARY 2021 in the sum of £9744.33**

**Divided assuming that you intend to pay an equal share each £1624.06**

**5<sup>th</sup> PAYMENT**

**DUE BEFORE 9<sup>TH</sup> APRIL 2021 in the sum of £9744.33**

**Divided assuming that you intend to pay an equal share each £1624.06**

**Payment must be made before the 1<sup>st</sup> of each month unless otherwise stated allowing adequate time i.e. a minimum of 5 working days, excluding weekends, bank holidays and international bank transfers, payable to,**

**Natwest Bank, On Behalf of the Landlord.**

**Account 23796596 Sort code 60 02 05.**

**Payment reference SA11 Tenant 1<sup>st</sup> name.**

**Daily late payment and admin charges apply for late payment of rent. Please refer to the contract terms.**

**INTERNATIONAL BANK TRANSFERS. A charge of £35 applies for each transfer.**

**IBAN GB37NWBK60020523796596596 BIC NWBKGB2L**



## ASSURED SHORTHOLD TENANCY AGREEMENT

This Agreement creates an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988 as amended by the Housing Act 1996. The Landlord will therefore be entitled to recovery of possession of the premises in accordance with the provisions of Section 21 of the Housing Act 1988 (1996) by serving upon the tenant at least two months' notice in writing. Amended following June 2019 fees act.

### PARTICULARS:

This agreement is made on the **SAMPLE CONTRACT DOCUMENT**

**Landlord's Name(s) & Address: Another landlord, Address for service under Section 47 & 48 of the Landlord and Tenant Act 1987**

**Tenant's Name(s) & Address,**

1. Tenant name , permanent address / home address to be confirmed.
2. Tenant name, permanent address / home address to be confirmed.
3. Tenant name, permanent address / home address to be confirmed.
4. Tenant name, permanent address / home address to be confirmed.
5. Tenant name, permanent address / home address to be confirmed.
6. Tenant name, permanent address / home address to be confirmed.

**Property address, Another Avenue, Bath Fixed Term for a Period of 12 months**

**The Term:** The tenancy will be for a term from and including the **14<sup>th</sup> July 2020** ("the Commencement Date") to and including **13<sup>th</sup> day of July 2021** ("the Expiration Date").

**Rent: £3210.00** per calendar month payable in advance as stated. Payments should be made on the pre-arrange dates as detailed below, payable by bank transfer. Further details are confirmed on a separate annual statement.

<b>1<sup>st</sup> Payment due before</b>	<b>7<sup>th</sup> July.</b>	<b>2020</b>	<b>in the sum £4643.51 Part one</b>
<b>2<sup>nd</sup> Payment due before</b>	<b>4<sup>th</sup> August.</b>	<b>2020</b>	<b>in the sum £4643.51 Part two</b>
<b>3<sup>rd</sup> Payment due before</b>	<b>9<sup>th</sup> October</b>	<b>2020</b>	<b>in the sum £9744.33</b>
<b>4<sup>th</sup> Payment due before</b>	<b>9<sup>th</sup> January</b>	<b>2021</b>	<b>in the sum £9744.33</b>
<b>5<sup>th</sup> Payment due before</b>	<b>9<sup>th</sup> April.</b>	<b>2021</b>	<b>in the sum £9744.33</b>

**Holding deposit. £740.77** payable within 48 hrs of reserving the Property, payment towards the security deposit.

**Security deposit: £3210.00** to be held by the Landlord under the terms of the tenant deposit scheme. Paid within 15 calendar days of the receipt of the holding deposit. **Balance £2469.23.**

**The Landlord** agrees to let the property and the **Tenant** agrees to take the Property for the term and at the rent stated in the Particulars.

**The Terms and Conditions** printed within this tenancy agreement apply to this letting. The **Tenant** hereby acknowledges that the rent and tenancy obligations are due jointly and severally from all **Tenants** and accepts the **Terms and Conditions**, which I/We have read and understood.

Signed by the Tenant(s): 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_  
4. \_\_\_\_\_ 5. \_\_\_\_\_ 6. \_\_\_\_\_

Signed by the Witness: \_\_\_\_\_

Witness full Address: \_\_\_\_\_

Signed by the Landlord(s): \_\_\_\_\_

Signed by the Witness: \_\_\_\_\_

Witness full Address: \_\_\_\_\_

Initials of Landlord(s): \_\_\_\_\_ Initials of Tenant(s): \_\_\_\_\_



## TERMS AND CONDITIONS

### 1. Definitions of Words and Phrases Used in this Agreement

"The Landlord(s)" will include any person who holds an entitlement to the legal ownership of the Property at the conclusion of the Tenancy which has hereby been created.

"The Tenant" will include all persons that have title under the tenant.

"The Property" will include any or all of the Property / Premises that the tenant is entitled to use within this agreement, and any items specified in the attached inventory (if any) and any other fixtures, furniture and effect belonging to the Landlords and the boundaries of the Property.

"The Fixtures and Fittings" include reference to any of the Fixtures, Fittings Furnishings or Effects, floor, ceiling and wall coverings.

"The Term" or "The Tenancy" includes any extension or continuation thereof or any statutory periodic tenancy which may arise following the end of the period of the Term.

References to the male gender will include the female gender.

The agent, Mr Damien & Mrs Sally Enright, Enright Properties.

### 2. Access

Where the Property comprises of a flat the Tenant shall be entitled to use the entrance hall, lift (if any) staircase and common parts of the building where the Property forms part of it for the purpose of access to and out from the Property.

### 3. Notice of Address

For the purpose of Section 47 and 48 of the Landlord and Tenant Act 1987 the address at which any Notices (including Notices in any proceedings) may be served on to the Landlord by the Tenant, is as set out on page one of this Agreement, until the Tenant is notified in writing to the contrary.

### 4. Guarantor (if any)

Where there is a Guarantor to this agreement, it is the Guarantor's responsibility to ensure that all obligations are met under the terms of this agreement and to ensure that they are being met. It is the tenant's responsibility to inform the Guarantor if any responsibilities are not being met including making the Guarantor aware of communications between the Tenant(s) and the Landlord or Landlord's Agent.

### 5. Deposit

The Tenant shall pay the Deposit as specified in the "Particulars" to the Landlord's Agent, such Deposit money will be held in a designated account without any interest payable to the Tenant. Deposits retained are held with the Deposit protection scheme. Website [www.depositprotection.com](http://www.depositprotection.com). The deposit will be assigned to an appointed lead tenant. The lead tenant is responsible for liaising with all tenants regarding the deposit and is responsible for the repayment of the deposit to all tenants at the end of the tenancy.

Initials of Landlord(s): \_\_\_\_\_ Initials of Tenant(s): \_\_\_\_\_



The Deposit will be held in respect of:-

6. Any instalment of rent or any other monies payable under this Agreement which remain unpaid at the end of the tenancy.
7. Any damage to or cleaning of the Property or to the Fixtures and Fittings and Effects for which the Tenant may be liable.
8. Costs in the case of the misuse of Agents time i.e. additional, correspondence/ communications and property visits.
9. Any other breach on the part of the Tenant of the Tenant's obligations under this Agreement.
10. Any sum repayable by the Landlord to a Local Authority where housing benefits have been paid direct to the Landlord or Landlord's Agent by the local authority.
11. Any damage caused or cleaning / fumigation required as a result of any pets occupying the Property either with or without the Landlord's consent.
12. Any costs, expenses, charges or other monies payable by the Tenant to the Landlord or Landlord's Agent under this Agreement, including cost and expenses for any legal action.
13. The Tenant will not be entitled to withhold the payment of any instalment of rent or any other monies payable under this Agreement on the grounds that the Landlord has in his or his Agent's possession monies in respect of the Deposit.
14. **Return of Deposit** - The Landlord, will return to the Tenants the Deposit, dependent on whom is holding the Deposit money and providing that there is no claim by the Landlord against the Tenant for any breaches within this Agreement, as soon as possible after the formal determination of this Agreement and within the terms of the deposit protection scheme. The tenants must pay all/ provide proof that all outstanding utility bills are in full before the security deposit can be released/ refunded.

### Tenant's Obligations

The Tenant agrees to observe and perform the following obligations:

15. **To pay the rent as stated in the "Particulars"** at the times and in the manner specified in this agreement and that in the event of the Tenants failing to pay all of the rent on the date that the rent is due. A tenant/ tenants will become liable for a daily late payment charge of no more than 3% above the bank of England base rate, from the rent due date and until a payment in full is received. This will not be levied until the rent is more than 14 days in arrears.
16. **The Tenant acknowledges that any payments received from a third party in respect of the rent will be deemed to be payment made for and on behalf of the Tenant and will not under any circumstances give rise to any rights over the property to that third party whatsoever.**
17. **To arrange for the electricity, gas and telephone services** (as available to the Property) to be immediately transferred into the Tenant's name on the signing of this Agreement and to inform the Landlord or Landlord's Agent of any change of supplier for any of the utility services. The Tenant also agrees to pay for all such accounts in respect of the Property where appropriate and to settle all outstanding accounts with such services immediately before the termination of this Agreement or the Tenant's departure from the Property. **Do not give the landlords/Agents details to a utility company under any circumstance, unless by prior agreement.** Administration charges will apply for the misuse of the agent's time if the agent is involved in communications regarding unpaid bills. Meter readings will be provided on the property inventory on entering the property.
18. **To pay for all Water Rates and services, all Council Tax charges** and any other charges levied on the Property and to inform the Landlord or Landlord's Agent of any changes to the utility suppliers. The Tenant also agrees to settle all outstanding accounts with such services immediately before the termination of this Agreement and the Tenant's departure from the Property.

Initials of Landlord(s): \_\_\_\_\_ Initials of Tenant(s): \_\_\_\_\_



19. **To keep the Property in good tenantable repair**  
The Tenant agrees to keep the interior of the Property, including any Fixtures, Fittings, Furniture and Effects listed on any Inventory provided, in good repair and condition throughout the Term, and to safeguard them from destruction or damage.
20. **The Tenant agrees to pay for the replacement or repair of any fittings** that are broken, lost, (including the replacement of keys) which will be charged damaged or destroyed during the Term (damage by fire and other insurable risks excepted unless it was the result of any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Property) or at the option of the Landlord to compensate for these items. Lost keys will be charged at £25 per set to replace plus any associated cost and hourly rate of £15 per hour.
21. **The Tenant agrees to use the Property in a reasonable manner and to take reasonable care of the Property** including any Fixtures and Fittings and to keep the Property and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Property and the Fixtures and Fittings at the determination of the Term in a clean and tidy condition and in good order (fair wear and tear excepted) and in accordance with the Tenant's obligations and to deliver all keys for the Property to the Landlord. All keys must be returned to the property by the end of the end of the tenancy. A charge of £25 per set of individual tenant keys will be charge for keys that are not returned on time.
22. **The Tenant agrees to pay for replacement of all cracked or broken glass** at the property during the Tenancy with the same quality glass as soon as reasonably possible.
23. **The Tenant agrees to keep all electric lights in good working order** and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary.
24. **The Tenant agrees to keep all smoke detectors/ lighting / alarms in good working order** and in particular to replace light bulbs and all batteries as and when necessary.
25. **The Property will have received a full deep cleaning program completed by professional cleaners prior to the contract commencing.** As the property has received a professional "deep clean" service. In compliance with the Tenants fees act 2019 and deposit protection scheme advice we request that the property is returned at the end of the tenancy/ checkout cleaned to the same professional standard. The inventory will provide further assistance on housekeeping and cleaning necessary to prevent damage to the property and enable the property to be returned as received at the end of the tenancy.
26. **The Tenant agrees to keep the drains free from obstruction.** It is expected that a good quality liquid form drain cleaning solution should be used on a monthly basis.
27. **The Tenant agrees to keep all electrical appliances and apparatus in good working order** during the Tenancy and to pay the television set licence fee for any television set or a proper proportion thereof according to the duration of the Tenancy. The tenant is responsible for maintaining/ keeping the vacuum & vacuum filters clean so that the vacuum can work effectively.
28. **The Tenant agrees to notify the Landlord or the Landlord's Agent immediately in writing** of any damage, destruction or loss that may happen at the Property or to the Contents and Effects whether by fire or for whatsoever reason.
29. **The Tenant agrees to notify the Landlord or the Landlord's Agent immediately should repairs** become necessary for which the Tenant is not liable for and in no circumstances should the Tenant arrange or give instructions for any such repairs to be carried out except at the written request of the Landlord or the Landlord's Agent, otherwise the Tenant shall be responsible for the cost of any repairs carried out in breach of this provision.
30. **The Tenant agrees not to carry out any redecoration at the said Property** or any part of the Property without the previous consent in writing of the Landlord or the Landlord's Agent and in the case of any such breach the Tenant shall be responsible for the entire cost of the redecoration at the expiration or sooner determination of the Tenancy. Tenants are not permitted to use blu tac or other sticking substances to hang/ stick items on the walls of the property. Please only use the picture hooks/ nails provided in the property.

Initials of Landlord(s): \_\_\_\_\_ Initials of Tenant(s): \_\_\_\_\_



31. **Not to make any alteration or additions to the Property** without the prior written approval of the Landlord or the Landlord's Agent.
32. **Not to remove any of the Fixtures, Furniture and Effects specified in the Inventory** and to pay for the repair or replacement of any items which have been broken, lost, damaged or destroyed during the Tenancy. Any replacements will need to be first approved by the Landlord or the Landlord's Agent.
33. **Not to bring into the Property any additional Furniture** without the written consent of the Landlord or the Landlord's Agent and to leave the Furniture, Furnishings and Effects at the expiration or sooner determination of the Tenancy in the rooms and places in which they were at the commencement of the Tenancy. All the tenant's personal belongings, recycling and household refuse must be removed from the property by the end of the contract. **A minimum charge of £70 per small vanload will be applied per load to remove personal items, £90 per small vanload.** As stipulated under the terms of the tenancy act 2019, The agent landlord / Agent can confirm/ given evidence that the proposed removal/ disposal charges are fair and reasonable.
34. **Access and Inspection of the Property** - The Tenant agrees to allow the Landlord, the Landlord's Agent or any other person authorised by the Landlord to enter the Property at all reasonable times of the day by giving the Tenant 24 hours' notice, to visit and examine the condition of the Property and to carry out any repairs, maintenance, alterations or replace the Fixtures and Fittings for the purpose of complying with any obligations imposed on the Landlord by law. Access may be required to the property in the case of emergencies without notice. **Inspections**, Instruction will be provided to tenants in advance of property inspections so that the property is clean and ready. An inspection appointment should take no longer than 30 minutes.
35. **The Tenant agrees to allow the Property to be viewed given appropriate 24hrs notice during the Tenancy** at all reasonable times by prior appointment made by the Landlord or any person acting on behalf of Landlord for the purpose of showing a prospective purchaser or tenant the Property for selling or re-letting of the Property and to allow the erection of a 'For sale' or 'To let' board(s) at their discretion on the Property. **Student properties**, viewings are likely to commence from the end of the 1<sup>st</sup> Semester and ongoing into the 2<sup>nd</sup> Semester.
36. **Assignment and Subletting** - The Tenant agrees not to assign sublet, part with or share the Property with any persons other than the persons named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Property.
37. **The Tenant agrees not to take in Lodgers or Paying Guests.**
38. **The Tenant agrees not to carry out any Trade or Business or Profession** at the Property but to use the Property as a single private residence only.
39. **The Tenant agrees not to exhibit, display or place any notice or advertisement on the Property** of any description that is visible from the outside of the Property without the Landlord's written consent. The tenants must not use blue tack or any sticky substance to attach items, posters, pictures to the internal walls of the property.
40. **The Tenant agrees not to use the property for any Illegal, Improper or Immoral use** or use or consume in or about the Property any prohibited or controlled substances or drugs.
41. **The Tenant agrees not to install or change any locks** in the Property without the Landlord's or Landlord's Agent prior written consent.
42. **The Tenant agrees that if any additional keys are made that the Tenant will deliver all keys** to the Landlord at the conclusion of the tenancy and in the event that any such keys have been lost the Tenant agrees to pay the Landlord all reasonable costs incurred by the Landlord to replace the locks to which the lost keys belong.
43. **The Tenant agrees that if any lock is installed or changed at the Property** without the Landlord's prior written consent then the Tenant will immediately remove them and replace them with the same locks if required by the Landlord and to fix at the Tenant's own expense any resulting damage.
44. **Nuisance and Noise** - The Tenant agrees not to do anything at the Property that can cause a nuisance, damage, disturbance, annoyance, injury or inconvenience to the Landlord's Property or any adjoining or neighbouring property or its occupiers.

Initials of Landlord(s): \_\_\_\_\_ Initials of Tenant(s): \_\_\_\_\_



45. **The Tenant will not hold or conduct any social gathering at the Property and not play any musical instrument or use any stereo, radio or television or other musical or electrical instrument or other means of reproducing music or sound in such manner as to be audible outside the Property or likely to cause any nuisance or annoyance or inconvenience to the occupiers of any neighbouring, adjoining or adjacent property.**
46. **The Tenant agrees not to hang any washing, clothes or other articles outside the Property other than in such places as the Landlord designates or permits and not to hang or place wet or damp articles of washing upon any of the Landlord's furniture or room radiators/heaters. Tenants are only permitted to dry clothing, bedding and towels on clothes airers.**
47. **The Tenant agrees to responsibly recycle and remove all rubbish from the Property and to place it within the receptacles provided. Household rubbish (non-recycling) should be placed in good quality black bin liners prior to being placed in receptacles, Black canvas bags/ Black wheelie bins, for collection. See property inventory, Council website - bathnes.gov.uk regarding refuse & recycling.**
48. **Inflammable substances and equipment - The Tenant agrees not to keep or use any paraffin heater, liquefied petroleum, gas heater or portable gas heater in the Property, and not store or bring any articles of an especially combustible inflammable or dangerous nature in to the Property whereby any insurance on the Property may become void or voidable or where the rate of premium may increase.**
49. **Gardens and Driveways - The tenant agrees to keep the outside areas clean, tidy and free from weeds. The Gardens are maintained by the landlord.**
50. **Animals and Pets - The Tenant agrees not to keep any animals, reptiles, birds or fish, at the Property.**
51. **Smoking - The Tenant agrees not to smoke or permit any guest or visitor to smoke tobacco or any other substance on the Property.**
52. **Sanitation, Pipes and Drains - The Tenant agrees to keep in good working order and free from obstruction all baths, sinks, taps, lavatories, cisterns, drains and waste pipes.**
53. **The Tenant agrees not to allow any oil, fat, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Property.**

**End of the tenancy**

54. **Security to the Property when empty - Whenever the Property is left unattended, the Tenant agrees to fasten securely all dead locks or other locks and bolts fitted to doors and windows permitting access to the Property, and that any Property alarm system is activated and that any code numbers are not changed without the consent of the Landlord, such consent not to be unreasonably withheld. In breaching this clause, the Tenant will be responsible for all reasonable costs incurred by the Landlord and including the costs for restoring the alarm system to an operational condition.**
55. **The Tenant agrees not to leave the Property vacant or unoccupied for a period in excess of 14 consecutive days without first giving written notice to the Landlord or Landlord's Agent of his intention to do so, and before doing so the Tenant will take adequate steps to ensure that the Property is protected against the risk of damage by frost, by either draining down all water supplies in or serving the property and also to ensure that the stopcock is turned off or by providing adequate heating during the period the Property is vacant.**
56. **The Tenant agrees to leave the landlords contents and effects at the end of the tenancy in the same places in which they were positioned at the commencement of the tenancy. Failure to return items to the same place as they were at the beginning of the tenancy may result in incurring costs where by the checkout process takes longer and or items need to be moved.**
57. **Vacating Check out- The end of tenancy checkout appointment will take place on the last day of the tenancy or before at an agreed time. The property will need to be empty of tenants' personal items, recycling and refuse. The property will be inspected and checked against the inventory. The security deposit is refundable only when the property has been checked. Any costs to return the property to the standard in which it was received will be agreed. This could include replacement of missing items, replacement/ repair of damaged items and any cleaning required. The checkout end of tenancy form will be signed, jointly by the landlord/ Agent and by the lead tenant/ other tenants.**



58. **The Tenant agrees to return the keys of the Property to the Landlord or Landlord's Agent on the agreed termination date, or at the end of the tenancy, whichever is sooner, and to pay for any reasonable charges incurred by the Landlord or Landlord's agent in securing the property against re-entry where the keys have not been returned. (Subject also to clauses 30, 30.1 and 30.2 above). The tenant is not permitted to post keys for the property to Enright Properties, unless by pre-arrangement.**

#### **Costs and expenses**

59. **Early Termination - In the event of this Agreement being terminated before the end of the stated period by the Tenant, the Tenant agrees to pay a capped fee of £50 plus additional fair costs to re let the Property. Pay any loss of rent incurred by the Landlord as a result of the Tenant's action.**
60. **The Tenant agrees to pay the costs and expenses (including solicitor's costs) incurred by the Landlord or the Landlord's Agent in connection with any Notice Served or letters sent requiring the Tenant to remedy a breach of the Tenancy obligations at a cost permitted by the tenancy act 2019, not excluding other costs that may also occur due to the Tenant's breach.**

#### **Landlord's Obligations**

**The Landlord agrees with the Tenant as follows:**

61. **That the Tenant paying the rent and observing and performing all the Tenant's obligations under this agreement may quietly enjoy the Property without any unlawful interruption by the Landlord or to any person rightfully claiming to be under the trust of the Landlord.**
62. **To insure the Property against loss or damage by fire to the full reinstatement value and other risks as the Landlord thinks fit and to return to the Tenant any rent payable for any period whilst the Property is rendered uninhabitable or inaccessible by reason of fire (other than a fire caused by the actions or default of the Tenant, Tenant's guest, visitor or person acting on behalf of the tenant) or other inevitable accident the amount in case of dispute to be settled by formal arbitration or in a Court of law.**
63. **To pay and indemnify the Tenant against all Taxes, assessments and outgoing other than those in respect of which the Tenant is liable for under this agreement.**
64. **The Landlord agrees to keep in repair and proper working order all mechanical and electrical items including all washing machines dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the Inventory and Schedule of Condition. This clause will not however require the Landlord to repair any such items if the cause of the damage is as a result of any act or neglect on the part of the Tenant.**
65. **This Agreement will take effect subject to the provisions of Sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) which imposes on the Landlord obligations to repair the structure and exterior (including drains gutters and pipes) and certain installations for the supply of water electricity and sanitation (including basins sinks baths and sanitary conveniences and for space heating or heating water but not other fixtures fittings and appliances for using the supply of water and electricity). The Landlord will not accept responsibility for charges incurred by the Tenant for the repair of these items except in the case of any emergency.**
66. **Safety Regulations The Landlord confirms that the items within the Property and as detailed within the Inventory and Schedule of Condition comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993, The Gas Safety (Installation and Use) Regulations 1998 of which a copy of the safety check Record will be given to the Tenant at the commencement of the tenancy, and all of the electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994.**

Initials of Landlord(s): \_\_\_\_\_ Initials of Tenant(s): \_\_\_\_\_



**Enforcement of Obligations**

**Breaches of this Agreement by the Tenant- If at any time during the Tenancy:**

- 67. The Tenant fails to pay the rent or any part of the rent for more than 14 days after payment is due;
- 68. The Tenant fails to observe or perform any Agreement or obligation under this Agreement;
- 69. The Tenant becomes bankrupt or enters into a voluntary arrangement with his creditors;
- 70. The Tenant leaves the Property vacant or unoccupied without the Landlord or Landlord's Agent consent;
- 71. **Then the Landlord will be entitled to take immediate steps to recover possession of the Property from the Tenant and/or the Occupier by issuing proceedings for possession in the appropriate Court or Tribunal. In the event of the Landlord taking this action this will not alter any other rights or obligations within this agreement unless the Court or Tribunal rules otherwise.**
- 72. **The receipt of Rent by the Landlord will not be seen as a waiver of any breach of the Tenants' obligations or provisions within this Agreement which must be performed by the Tenant.**

**73. Notices**

**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 will be sufficiently served if sent by ordinary first-class post to the Tenant at the Tenanted Property or the last known address of the Tenant or left addressed to the tenant at the Tenanted Property. This clause will apply to any notices authorised or required to be served under this Agreement or under any Act of Parliament relating to the Tenancy.**

**74. Tenancy Termination**

It is assumed that this agreement may be terminated by either party giving to the other at least two months' notice in writing to expire at any time on or after the twelve months from the commencement date of this agreement as specified in the clause "Term" under the heading "Particulars" of this Agreement.

**75. Termination of Tenancy**

The tenant is required to give the landlord/landlord's agent at least two month's written notice confirming when they wish to vacate the property.

**76. Notice under - Ground 1 and Ground 2, of Schedule 2 of the Housing Act 1988**

**Ground**

The Landlord notifies 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 property 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.

**Ground 2**

The Landlord notifies the Tenant that 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.

Initials of Landlord(s): \_\_\_\_\_ Initials of Tenant(s): \_\_\_\_\_



Please report all maintenance and property related issues within my normal working hours i.e. 9am to 3pm Monday to Friday.  
[enrightdamien@gmail.com](mailto:enrightdamien@gmail.com) /text mobile.

In the case of an emergency please call 07967369213 at any time.  
24hrs.

**DO NOT CONTACT ME IN THE EVENINGS OR WEEKENDS UNLESS IT'S AN EMERGENCY. Please be reminded that charges apply for misuse of the agent's time.**

ENRIGHT PROPERTIES  
PROPERTY LETTING & MANAGEMENT  
15 Avondale Court  
BATH BA1 3ET

**DO NOT ATTEND OR POST ITEMS TO AVONDALE COURT.**