

## PROPERTY MANAGEMENT DIVISION

### ASSURED SHORTHOLD TENANCY AGREEMENT for letting a residential dwelling

#### Important Notes for Tenants

This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.

Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually.

If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

#### General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
3. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
4. Section 11, Landlord and Tenant Act 1985 – these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.

The Adderstone Group is a group of businesses under common ownership linked together for practical and marketing purposes. The main trading business is Adderstone Group Ltd, which comprises the following Divisions:

**Development Division**  
E: development@adderstonegroup.com

**Construction Division**  
E: construction@adderstonegroup.com

**Property Management Division**  
E: propertymanagement@adderstonegroup.com

**Block Management**  
E: blockmanagement@adderstonegroup.com

**Trading Division**  
E: trading@adderstonegroup.com

**General Enquiries**  
E: office@adderstonegroup.com

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

Date:

Landlord(s) .....

Landlord's Agent .....

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

Tenant(s): [insert tenant(s) details] .....

Property: The dwelling known as: [insert property address] .....  
.....  
.....  
..... Postcode .....

Contents: The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory (if any).

Term: For the term of [insert number] ..... months  
commencing on [insert date] ..... / ..... / ..... and finishing on [insert date] ..... / ..... / .....

Rent: £ [insert amount] .....

Payment: in advance by equal payments monthly on the [insert period] to be paid into the following account:

Account No: .....

Sort Code: .....

Payment to be made in one single installment by standing order.

Deposit: A deposit of £ [insert amount] ..... is payable on signing this Agreement.

**STUDENTS ONLY:**

THIS AGREEMENT IS SUBJECT TO THE TENANT(S) PROVIDING GUARANTEES SIGNED BY THEIR PARENTS. FOR THE AVOIDANCE OF DOUBT, SHOULD THESE GUARANTOR FORMS NOT BE PROVIDED WITHIN 7 DAYS OF THE DATE OF THIS AGREEMENT, THE LANDLORD/AGENT HAS THE RIGHT TO RESCIND THIS AGREEMENT AND RETAIN ANY FEES OR DEPOSITS PAID TO DATE

**PROFESSIONALS:**

THIS AGREEMENT IS SUBJECT TO A SATISFACTORY CREDIT CHECK AND REFERENCES. FOR THE AVOIDANCE OF DOUBT, SHOULD THESE PROVE TO BE UNSATISFACTORY, THE LANDLORD/AGENT HAS THE RIGHT TO RESCIND THIS AGREEMENT AND RETAIN ANY FEES OR DEPOSITS PAID TO DATE.

## **1. DEPOSIT**

- a) The Tenant(s) shall pay the deposit to the Landlord on the signing of the contract to be held as security against rent, any obligations required of the Tenant(s) under this Tenancy Agreement, any repairs which are the responsibility of the Tenant(s), and for any legal proceedings which may be commenced by the Landlord against the Tenant(s).
- b) The deposit will be refunded by cheque with 28 days of expiry of the tenancy, upon the Tenant(s) giving proof that all gas, water, electric, telephone and Council Tax bills for the property have been paid, and upon satisfactory report and schedule of dilapidations (if any) accrued at the termination of the Tenancy has been completed and deductions made as required.

## **2. THE TENANT(s)**

- a) Agrees to take the property insofar as the Landlord can grant the Tenant(s) rights to the use and occupation of the property, together with its furniture and effects as may be listed on any inventory accompanying this Tenancy Agreement.

## **3. THE TENANT(s) shall**

- a) Pay the rent to the Landlord or his Agent at the times and in the manner specified, without deduction or set-off and further agrees to pay a fixed charge of £20 on each occasion that rent payment is late or to pay interest at the rate of 15% per annum on any rent in arrears for more than 14 days calculated from the date upon which such rent was due to be paid to the date upon which cleared funds are received in respect of such rent.
- b) Arrange within seven days of the Tenancy commencement date with the relevant Authorities for all accounts for gas, water, electricity, telephone, Council Tax or any other Property Tax to be put into the name(s) of the Tenant(s), failure to ensure the this is carried out will result in a charge of £20.00.
- b) (i) Pay all standing charges in connection with the same and all charges for all gas, fuel oil, light and power which shall be consumed or supplied on or to the property during the Tenancy, and the amount of all charges for the use of the said telephone, and any television licence up to the termination date of the Tenancy and not to allow the said services to be disconnected altered or removed and shall ensure that the said services are operating throughout the Tenancy.
- b) (ii) Not change or permit to be changed without the consent in writing of the landlord the number of the telephone and not transfer the said number at the end of the Tenancy. If any services are disconnected, the Tenant shall be responsible for all reconnection charges.
- b) (iii) The Tenant hereby agrees to indemnify the Landlord against all Council Tax liability occurring during the period of the Tenancy.
- c) Forthwith to send any notice the Tenant(s) receives concerning the property to the Landlord at the address given in this Agreement for service of notices, as per clause 16(f).
- d) Use the property as the Tenant(s) principal home and use the property in a tenant-like manner at all times.
- e) Not to leave the property vacant for a period in excess of 28 days without the written consent of the Landlord, not to be unreasonably withheld, and in the event of that consent being given the Tenant(s) shall make arrangements with the full co-operation of the landlord to turn off and drain down the water supply together with the central heating system (if installed) after turning off all water heating appliances, to avoid leakage or frost damage. The Landlord acknowledges that the property is likely to be vacant for a period in excess of 28 days during normal university holidays.

- f) Not carry on or permit to be carried on from the property, any business, trade or profession whatsoever and shall use the same as a private residence in the occupation of the Tenant(s) and his immediate family only.
- g) Not use the property for any illegal or immoral purpose or in contravention of any statute, regulation or by-law.
- h) Not alter, 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. If any changes are approved by the Landlord, the Tenant(s) agrees to make available spare copies of keys to the Landlord or his Agent.
- i) Ensure that when the property is left vacant or unattended all 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. The Tenant(s) shall also notify the Landlord and his Agent of any change to the burglar alarm code.
- j) Not to hold any sale by auction on the premises.
- k) Not to stop-up, darken or obstruct any windows or light belonging to the premises.
- l) Not to permit any encroachment or easement to be made or acquired in, out or upon the premises.
- m) Preserve all furniture, equipment and effects from being destroyed or damaged and make good and pay for, repair or replace with articles of a similar kind and equal value such of the furniture equipment and effects as shall be destroyed lost broken or damaged (fair wear and tear, accidental fire and insured risks excepted.).
- n) Not allow any conduct causing or likely to cause a nuisance or annoyance to any person residing, visiting, or otherwise engaged in lawful activity in the locality, in particular, no music shall be played which can be heard outside the property between the hours of 11pm and 9am or which shall cause a nuisance or annoyance to others at any other time. Neither shall the Tenant(s) make or permit to be made any racist behaviour whatsoever.
- o) Not, without the consent in writing of the Landlord, make available a key to any other person.
- p) Not to deposit or store bicycles or any equipment in hallways or any other communal areas.
- q) Perform and observe at all times during the Tenancy the Lessee's or Tenant(s) covenants (other than the covenants as to payment of rent and service charges) and the conditions and stipulations contained in the Lease under which the landlord holds the property insofar as such performance and observance is not the sole responsibility of the Landlord under the terms thereof and indemnify the Landlord from and against all actions, costs, claims, and demands arising out of any breach or non-observance or
- r) Non -performance thereof, provided always that the covenants, conditions and stipulations, shall not operate so as to confer upon the Tenant(s) any right, power or privilege which is not expressly granted by this Agreement.
- s) Where there is more than one tenant, all tenants are to occupy the dwelling as an effective single family unit.
- t) To put out the wheelie bins on the relevant days specified by the authorities, failure to do so on a weekly basis will result in a charge of £30 per week (other than in holiday periods when the property is unoccupied with Landlords consent)
- u) The costs of repairing damage proved to have been caused by the tenants to the common parts (if any) will be charged to the tenants.

#### **4. MAINTENANCE OF THE PROPERTY**

THE TENANT(S) SHALL

- a) Keep the interior of the property during the term in a good and clean state of repair, condition and decoration, and make good all damage and breakages to the premises which may occur during the term (fair wear and tear, damage by accidental fire, and insured loss excepted). The Tenant(s) shall not redecorate the property without the written consent of the Landlord.
- b) Not damage or injure the premises or make any alteration or addition to the premises and the Tenant(s) shall accept responsibility for all electrical appliances.
- c) Clean the inside of windows every 6 weeks and replace any glass broken by the tenants at the tenants' expense.
- d) Not fix or suffer to be fixed to the exterior or windows of the premises any board, sign, notice, advertisement or poster.
- e) Keep all furniture listed in the inventory (to be drafted at a later date and to include all furniture currently present in the property) in the same condition as it was at the start of the Tenancy.
- f) Keep all carpets and flooring supplied in the clean condition.
- g) Replace all defective, fuses, light bulbs and fluorescent tubes as and when necessary.
- h) Not to permit to be discharged in the drains any oil, grease, or any deleterious, noxious, objectionable, dangerous or explosive matter.
- i) Not to deposit or accumulate any waste, rubbish or refuse in any part of the premises.
- j) Not permit any waste, spoil or destruction to the property.
- k) Not to do or permit or suffer to be done anything upon the property which shall cause damage to or deterioration of the internal or external surfaces thereof or the coverings or the 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 or against any wall and shall not pierce, nail, pin, screw, peg, bolt or use Blue Tac or other adhesive on any walls or ceiling without the prior detailed and specific consent of the landlord.

#### **5. REPAIRS – NOTIFICATION**

- a) The Tenant(s) undertakes to inform the Landlord or his Agent in writing immediately of any item of disrepair to the property and undertakes not to incur any expenditure on the Landlord's behalf without consent of the Landlord in writing. It is expressly agreed by the Tenant(s) that any expenditure incurred without written authority will not be reimbursed.

#### **6. SAFETY - FACILITIES**

- a) In the event of gas, water or electricity becoming unsafe for any reason, the Tenant(s) undertakes to disconnect services at source and immediately notify the Landlord or his Agent.

#### **7. REPAIRS – LANDLORD**

Under Section 11 of the LANDLORD AND TENANT ACT 1985 the Landlord is responsible for the following:

- a) To keep in repair the structure and exterior of the dwelling house (including drains, gutters and external pipes).

- b) To keep in repair and proper working order the installations in the dwelling house for the supply of water, gas, electricity and sanitation, including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas, electricity and sanitation.
- c) To keep in repair and proper working order the installations in the dwelling house for space heating and heating water.
- d) The Tenant(s) further agrees that the Landlord is only liable to undertake repairs once he has been notified that a repair is necessary, and the Tenant undertakes to send such notification in writing to the Landlord at the address contained herein for service of documents.

The same Act states that the repairing covenant shall not be construed as requiring the Landlord to carry out works or repairs for which the Tenant(s) is liable by virtue of his duty to use the premises in a tenant-like manner, or to keep in repair or maintain anything which the Tenant(s) is entitled to remove from the dwelling house.

Section 11(3) of the LANDLORD AND TENANT ACT 1985 states: "In determining the standard of repair required by the Lessors repairing covenant, regard shall be had to the age, character and prospective life of the dwelling house and the locality in which it is located.". This provides a guide to the standard of repair reasonably expect from of Landlords.

## **8. INSPECTION AND ACCESS**

In accordance with Section 11(6) of the LANDLORD AND TENANT ACT 1985 the Tenant(s) hereby agrees to allow the Landlord or any person authorised by him in writing, at all reasonable times of the day, and upon the Landlord giving 24 hours notice in writing, to enter the premises comprised in this Agreement, for the purpose of viewing it's condition and state of repair. The Tenant(s) also permits the Landlord or his Agent to hold a key for the purposes of emergency or to inspect the property and to show prospective tenants around the property at 12 hours notice. The tenant must notify any change of mobile telephone number in writing to the agent.

The Tenant(s) further agrees to allow access to the Landlord's workmen to effect repairs, and to provide them with such gas, water and electricity as may be needed by them to undertake the repairs.

## **9. HEALTH AND SAFETY**

- a) The Tenant(s) is not permitted to have any other form of heating except that provided by the Landlord, and not to have any paraffin heater, portable gas heaters or electric fires of any description.
- b) The Tenant(s) is not to leave the washing machine functioning whilst the Tenant(s) is not in the premises.
- c) The Tenant(s) is not to park or permit to be parked so as to cause any obstruction or annoyance in or on any approach road or passageways leading to the Property any motor car, bicycle, perambulator or other vehicle used by the Tenant(s), their friends, servants or other visitors to the property
- d) The Tenant(s) agrees to notify the Landlord immediately if any gas, water or electrical installation malfunctions or appears likely to do so, and to notify the Landlord immediately of any damage which may give rise to a claim under the insurance of the premises.
- e) The Tenant(s) agrees not to stop up any flues or ventilators to or in the property.
- f) Smoking is not permitted in this property.

## **10. PETS**

- a) The Tenant(s) shall not keep any cat, dog, bird, reptile, or pet of any description.

## **11. SUB-TENANTS AND GUESTS**

a) The Tenant(s) shall not, without the Landlord's consent in writing, take in any lodger or paying guest, or assign, sublet, or part with possession of the whole or any part of the premises.

## **12. BUSINESS USE**

a) The Tenant shall occupy the premises as a domestic residence only and shall not carry on or permit to be carried out upon the premises any profession, trade or business whatsoever, nor do anything or suffer to be done on the premises or elsewhere, anything which may be or may become a nuisance, annoyance or inconvenience to the Landlord or the tenants or occupiers of any neighbouring premises or which may invalidate any insurance of the premises or increase the premium for such insurance.

## **13. HOUSING BENEFIT**

Should the Tenant(s) make a claim for Housing Benefit, the Tenant(s) shall immediately upon making such a claim advise the Landlord and;

- a) Agree that all Housing Benefit be paid direct to the Landlord or his Agent.
- b) Notify the Housing Benefit Department of the Local Authority in writing of any change in circumstance which may affect benefit entitlement and send a copy to the Landlord.
- c) Agree to indemnify the Landlord should the Local Authority seek to claim an alleged overpayment of Housing Benefit from the Landlord or his Agent.
- d) Pay any shortfall in rent to the Landlord.

## **14. OTHER CHARGES**

- a) The deposit shall be forfeit in its entirety if the Tenant(s) having signed this Agreement fails to take up the Tenancy.
- b) The Tenant(s) shall also pay the Landlord or his Agent's reasonable costs for the Tenant's failure to adhere to the tenancy terms.
- c) Where the Landlord or his Agent sends to the Tenant(s) a letter concerning any breach of the Tenancy (including rent arrears) the Tenant(s) shall pay the fixed charge of £20.00. Further reminders at seven day intervals will incur additional charges of £20.00 per letter.
- d) Where the Landlord or his Agent sends to the Tenant(s) a Notice under Section 8 of the Housing Act 1988 (for any breach of the Tenancy) the Tenant(s) shall pay the fixed fee of £35.00.
- e) Where the Tenant(s) fails to respond to the above, and as a consequence a home visit by the Landlord or his Agent becomes necessary, the Tenant(s) agrees to pay the fixed charge of £60.00
- f) Where the property is left in an unclean condition at the end of the Tenancy the Tenant(s) shall pay the Landlord's costs of cleaning the same.
- g) The Tenant(s) shall pay any bank charges and additional administration costs in respect of cheques that are not cleared by their bank and have to be represented or resubmitted.
- h) The costs of checking of the inventory at the termination of the Tenancy (howsoever the same may be determined) should significant damage be caused and the preparation of any schedule of dilapidations whether during or at the end of the Tenancy.

i) The cost involved in all applications by the Tenant(s) for any consent or approval of the Landlord required by the terms hereof including those incurred in cases where consent is refused or the application is withdrawn.

j) All charges (excluding rent) will be subject to the addition of VAT at standard rate (if applicable)

k) On completion of a tenancy agreement, one copy will be issued to the tenant/s contained within the agreement. Additional copies will be charged at a fee of £5 + VAT, to be taken from the deposit held.

## **15. THE LANDLORD**

Hereby warrants that he is legally entitled to grant the Tenancy hereby created and has obtained any required 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(s) and the observance and performance of which would restrict or lessen the Tenant's enjoyment of the property .

## **16. THE LANDLORD AGREES WITH THE TENANT(S):**

a) The Tenant(s) paying the rent and performing the agreements on the part of the Tenant(s) 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.

b) To return to the Tenant(s) 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 to be settled by Arbitration.

c) To insure the property and keep insured with a reputable insurance company 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 (The Landlord has Property Owner's Policy which covers the structure of the building and such contents as owned by the Landlord).

d) The Landlord shall not be liable or responsible for any injury or damage suffered by the Tenant(s) or any occupier of the premises or any person being a servant of the Tenant(s) or being on the premises with his express or implied permission, or occurring to the said premises or to the fixed chattels or possessions of the Tenant(s) or any such person therein by reason of any defect on the premises or through the neglect, default or misconduct of any Agent or other person employed by the Landlord.

e) In this agreement words importing the masculine gender only shall include the feminine gender and words importing the singular number shall include the plural number and where there are two or more persons included from time to time in the expression "the Landlord" and "The Tenant(s)" covenants entered into or accepted by such persons shall be deemed to be contracted jointly and severally and to be performed accordingly.

f) In accordance with Section 48 of the LANDLORD AND TENANT ACT 1987 the Tenant(s) is hereby notified that any notice (including notices in proceedings) must be served on the Landlord by the Tenant(s) at the following address :

St George's House, 37-39 St George's Tce, Jesmond, Newcastle upon Tyne. NE2 2SX

g) If in whole or in part any term provision or covenant of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable, or contrary to the Housing Acts 1988 and 1996 such decision shall not affect the nature of this Agreement as a whole or the validity of the remaining terms provisions or covenants of this Agreement which shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

h) The Tenant(s) shall pay to the Landlord forthwith on demand all costs and expenses incurred or to be incurred by the Landlord as a result of or in connection with any breach of this Agreement by the Tenant(s) (including but not limited to legal costs on a solicitor and own client basis) and shall indemnify the Landlord against all losses, claims, damages and demands arising out of or in any way connected with any such breach.

i) The Landlord hereby gives notice to the Tenant(s) that they have at some time before the beginning of the proposed Tenancy occupied the property as their principal home and it is subject to a mortgage and possession of the dwelling house may be required on Ground 1 or Ground 2 of Schedule 2 Housing Act 1988.

j) There is no parking space or any entitlement to park within, at or near the property. Delete if parking space provided

### **17. FORFEITURE CLAUSE**

PROVIDED ALWAYS AND IT IS HEREBY AGREED AS FOLLOWS:

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

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

c) If the property shall without consent as aforesaid be left vacant or unoccupied or if the Tenant abandons the property or

d) If the Tenant(s) being an individual shall become Bankrupt or if the Tenant shall enter into any composition with his creditors or suffer any distress of his goods in the property or

e) In the event of any of the circumstances mentioned in Grounds 8,10,11 to 15 of Part (ii) of Schedule 2 Housing Act 1988 as amended by Housing Act 1996 or

f) If the Landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by (a) the Tenant(s) or (b) by a person acting at the Tenant's instigation;

The Landlord shall be entitled to re-enter on the property (subject always to any statutory restriction on his power to do so) and immediately thereupon the Tenancy shall absolutely determine without prejudice to any other remedy of the Landlord.

### **18. SERVICE OF NOTICES UPON THE TENANT**

It is hereby agreed that Section 196(5) of the LAW OF PROPERTY ACT 1925 shall apply to the service of any notice by the Landlord upon the Tenant(s). This provides that the notice is deemed served upon the Tenant(s) if it is delivered to the Tenant(s) address herein contained and which is the subject of this Tenancy.

### **19. AT THE END OF THE TENANCY**

a) The Tenant(s) agrees to permit the Landlord or his Agents upon giving reasonable notice to enter the premises at all reasonable times but by prior appointment to show the premises to prospective tenants or purchasers during the Tenancy hereby created and to permit the Landlord or his Agents to erect a For Sale or To Let board at the premises during this period.

b) To hand over to the Landlord or his Agent on the last day of the Tenancy whether on its expiration or sooner determination, all keys to the property.

c) To yield up the property with all additions (if any) and the effects in good and tenantable repair and condition (except as aforesaid) and in a clean state.

d) To pay for the cleaning of all curtains and floor coverings and such of the effects as have in the opinion of the Landlord become soiled during the Tenancy.

e) The Tenant(s) hereby authorises the Landlord to dispose of any possessions belonging to the Tenant(s) which are left behind in the property 7 days after the ending of the Tenancy, by whatever means the Landlord considers suitable, including total destruction if necessary, and agrees to indemnify the Landlord against claims from any third party owners of such property, and also agrees not to make any claim against the Landlord whatsoever for the disposal of such property.

**20. THE GUARANTOR (IF ANY) AGREES WITH THE LANDLORD :**

a) (i) That during the Tenancy the Tenant(s) will pay the rent and carry out all the Tenant's agreements and obligations under the Agreement.

a) (ii) If the Tenant(s) fails to pay the rent or defaults in carrying out the Tenant's agreements and obligations that on demand the Guarantor will indemnify the Landlord against all losses, claims, liabilities, costs and expenses arising out of or in connection with the failure to pay or default incurred by the Landlord in connection therewith.

b) It is agreed that the Guarantor's liability under this clause will not be discharged or affected by any alteration in the rent or any variation to the Tenancy or alteration in the terms of the Tenancy or Housing Acts, neglect or giving of time by the Landlord endeavouring to obtain payments or in enforcing the Tenant's agreements or obligations and if the Tenant(s) surrenders any part of the property the Guarantor's liability will continue in respect of the part not surrendered. Any liabilities accrued at the date of surrender will continue unaffected.

c) The Guarantee will continue and apply to any extension of the Tenancy and to any Statutory Periodic Tenancy relating to the Property to which the Landlord and the Tenant are Parties.

**21. The parties agree:**

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

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

(8.3) Before the Landlord can end this tenancy, he shall serve any notice(s) on the Tenant in accordance with the provisions of the Housing Acts. Such notice(s) shall be sufficiently served if served in accordance with section 196 of the Law of Property Act 1925.

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

**THE FIRST SCHEDULE (attach a separate sheet if necessary)**

Special conditions: .....

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

In the presence of:

Name: .....

Address: .....

Postcode .....

Occupation: .....

Witness Signature: .....

SIGNED by the TENANT(s):

- 1 .....
- 2 .....
- 3 .....
- 4 .....
- 5 .....
- 6 .....
- 7 .....
- 8 .....

In the presence of:

Name: .....

Address: .....

Postcode .....

Occupation: .....

Witness Signature: .....