

Assured Shorthold Tenancy

Local Space

58 Romford Road, London, E15 4BZ

020 8221 4000

info@localspace.co.uk





Tenancy Agreement

Landlord: Local Space, 58 Romford Road, London, E15 4BZ

Date of agreement:		
Tenant name:		
Premises:		
Property number/name:		
Street		
City		
County:		
Postcode:		
Pay reference number:		
Max. number of occupants		
Agreed occupants at tenancy start date:		
Name:	Date of birth	Relationship to the tenant:
	dd/mm/yyyy	
For an initial term of one year & one day until and including:	dd/mm/yyyy	
Rent per week:	£	
Total per week:	£	

To the Tenant: This is an important document which you should read carefully before signing. If you need help you should seek advice.



1. GENERAL TERMS

It is agreed as follows:

Payment for the Premises

- (1) (i) The Rent for the Premises from the Tenancy Commencement Date until the first Monday in the April following shall be the Rent shown in the Tenancy Details above.
- (ii) The Landlord may increase the Rent from the first Monday on or after the first of April in each year. The new Rent will be specified in a written notice of increase, sent at least one calendar month before the rent increase date, and shall be payable from the date specified in that notice.
- (iii) In this Tenancy Agreement the term "Rent" refers to the rent set out above or as varied in accordance with this Tenancy Agreement or otherwise.
- (iv) The Rent is payable weekly in advance on the first day of each week.

Service charge

- (2) If the Landlord provides services at the Premises, they will be listed in Appendix B attached to this Agreement. The Tenant will pay a service charge in addition to the Rent to cover the costs of the services. The service charge shall be increased or varied at the same time as the Rent. The Landlord can vary, add to or remove any of the services provided on giving four weeks' prior notice to the Tenant.

Furniture charge

- (3) The Landlord will provide and, subject to clause 3(14), where any such item shall have reached the end of its operational life or is no longer fit for purpose renew, the items of furniture set out in Appendix A attached.

Joint Tenants

- (4) In the case of joint tenants, the term "Tenant" applies to each of them. Each Tenant individually has the full responsibilities and rights set out in this Tenancy Agreement and is jointly and severally liable with all other tenants under this Tenancy Agreement.

Notices

- (5) (i) Notice is hereby given in accordance with Section 48 of the Landlord and Tenant Act 1987 that Landlord's address for the receipt of legal notices and any other communication arising from this Tenancy Agreement is: **58 Romford Road, Stratford, London E15 4BZ**

- (ii) Any legal notice or any other communication arising from this Agreement shall be validly served on the Tenant if posted or delivered to the Premises, or if emailed to the last known email address provided by the Tenant.

Charity

- (6) The Premises are held by a charity that is an exempt charity.

Contracts (Rights of Third Parties) Act 1999

- (7) Save for obligations on the part of the Tenant for the benefit of third parties it is agreed that this Tenancy Agreement shall not and the parties to this Tenancy Agreement do not intend to confer any benefit upon any third party which is enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999.



Re-entry by the landlord

(8) The Landlord may re-enter the Premises and end the Tenancy if any of the following apply –

- the rent and other charges payable shall remain unpaid, wholly or in part, for 14 days after becoming due, whether formally demanded or not,
- the Tenant does not use, or ceases to use, the Premises as his/her only or principal home,
- any of the Tenant's other obligations in this Tenancy are not complied with, or
- any of the grounds for possession which relate to fixed term tenancies listed in Schedule 2 of the Housing Act 1988 applies.

This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977 which require the Landlord to obtain a court order for possession whilst the tenancy remains an assured shorthold tenancy – see Section 4 below.

2. OBLIGATIONS OF THE LANDLORD

The Landlord agrees:

Possession

(1) To give the Tenant possession of the Premises at the start of this Tenancy Agreement.

Tenant's right to occupy

(2) Not to interfere with or disturb the Tenant in the peaceful occupation of the Premises except where:

- (i) Access is required to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining property; or
- (ii) the Landlord is entitled to possession at the end of the Tenancy Agreement; or
- (iii) The Tenant has surrendered the Tenancy Agreement

Repair of structure and exterior

(3) To keep in repair the structure and exterior of the Premises including:

- (i) Drains, gutters and external pipes
- (ii) The roof
- (iii) Outside walls, outside doors, window sills, window catches, sash cords and window frames including necessary external painting and decoration, window panes (which are not broken by the Tenant, his/her family or invited visitors)
- (iv) Internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards but not including painting and decoration
- (v) Chimneys, chimney stacks and flues but not including sweeping
- (vi) Pathways, steps, or other means of access
- (vii) Plasterwork
- (viii) Integral garages and stores



(ix) Boundary walls and fences

Repair of installations

(4) To keep in repair and working order any installations provided by the Landlord for space heating, water heating and sanitation and for the supply of water, gas, and electricity, including:

- (i) Basins, sinks, baths, toilets, flushing systems and waste pipes
- (ii) Electric wiring including sockets and switches, gas pipes and water pipes
- (iii) Water heaters, fireplaces, fitted fires and central heating installations

Repair of common parts

(5) In respect of the building ("the building") of which the Premises form part (if any) to take reasonable care to keep the common entrances, halls, stairways, lifts, entry phones, passageways, rubbish chutes and any other common parts, including their electric lighting, in reasonable repair and fit for use by the Tenant and other occupiers and visitors to the Premises.

External decorations

(6) To keep the exterior of the Premises and any common parts of the building in a good state of decoration and normally to decorate these areas once every five years. The Landlord is not responsible for the internal decorations of the Premises.

3. THE OBLIGATIONS OF THE TENANT

The Tenant agrees:

Use and Possession

(1) To take possession of the Premises at the beginning of the Tenancy Agreement; to live in it as the Tenant's only or principal home, to only use the Premises for residential purposes and not to operate a business at the Premises; not to use the Premises for any illegal or immoral purpose, and not to part with possession of the Premises or to assign or sub-let the whole or any part of it.

Absences from the Premises

(2) To inform the Landlord (or its managing agent) in writing and in advance if the Tenant is or expects to be absent from the Premises for 30 days or more. The Tenant agrees that the Landlord may accept absence of more than 30 days without payment of rent as an act intending to surrender this tenancy on the part of the Tenant.

Proof of presence

(3) The Tenant agrees that not more often than once in every two months the Tenant will, if required, on reasonable notice meet the Landlord or its managing agent if any at the Premises together with evidence of the identity of the Tenant.

Rent

(4) To pay the Rent weekly in advance in accordance with Clause 1(1) of this Tenancy Agreement.

Outgoings

(5) To meet all outgoings applying to the Premises including council tax, electricity, and other costs, whether metered or billed including water charges.



Nuisance

(6) Not to cause or allow members of his/her household or invited visitors to cause a nuisance or annoyance to neighbours or other of the Landlord's tenants or to the employees, agents, or contractors of the Landlord or to any other person in the locality of the Premises.

Harassment

(7) Not to commit or allow members of his/her household or invited visitors to commit any form of harassment or threat of harassment on the grounds of race, colour, religion, sex, sexual orientation or disability or for any other reason which may interfere with the peace and comfort of or cause offence to any other tenant of the Landlord, member of his or her household, visitors or neighbours, or to the employees, agents or contractors of the Landlord or to any other person in the locality.

Noise

(8) Not to cause or allow any sound such as shouting, screaming or banging, or to cause or allow any electronic device, radio, television, record or tape recording or musical instrument to be played so loudly that it:

- Causes nuisance or annoyance to neighbours or persons lawfully in the locality of the Premises at any time; or
- Can be heard outside the Premises between the hours of 10.00 pm and 7.30 a.m.

Pets

(9) To seek the prior written consent of the Landlord should they wish to keep pets or other animals at the Property. The Tenant must include a written description of the pet for which consent is sought. The Landlord will not unreasonably withhold or delay a written request from a Tenant without considering the request on its own merits. The Landlord should accept such a request where they are satisfied the Tenant is a responsible pet owner and the pet is of a kind that is suitable in relation to the nature of the premises at which it will be kept. Consent is deemed to be granted unless the written request is turned down by a Landlord with good reason in writing within 28 days of receiving the request. If any animal causes nuisance then written consent may be withdrawn and the Landlord may ask the Tenant to remove the pet and if the Tenant fails to do so, may seek legal remedy to compel the Tenant to remove the animal.

Dangerous Articles

(10) Not to bring onto the Premises any article which is or may become dangerous.

Notices and Advertisements

(11) Not to erect, fix, attach or exhibit on the outside of the premises or in the Windows of the premises any notices, advertisements, name plates, placards, or announcements of any description.

Windows

(12) To ensure that all windows at the Premises are cleaned at least once a month.

Internal decoration and common parts

(13) To keep the interior of the Premises in good and clean condition and in good decorative order and to keep any common areas in the building clean and tidy and free from any obstruction.

Damage



(14) To make good any damage to the Premises or the fixtures and fittings or damage to or loss of any of the furniture and effects listed in the inventory attached to this Agreement (where provided) whether such damage or loss is caused by the Tenant or any other occupant of the Premises or by any visitors to the Premises. Save for fair wear and tear the Tenant shall pay any costs incurred by the Landlord in carrying out repairs to the Premises, fixtures, and fittings or in repairing or replacing any damaged or lost items or furniture and effects where the Tenant is in breach of this clause.

Reporting disrepair

(15) As soon as he/she becomes aware, to report to the Landlord (or its managing agent if any) promptly any disrepair or defect at or to the Premises or the common parts of the building for which the Landlord is responsible.

Access

(16) (i) To allow the Landlord's employees or contractors acting on behalf of the Landlord access at all reasonable hours of the daytime to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining property. The Landlord (or its managing agent if any) will normally give at least 24 hours' notice but immediate access may be required in an emergency. The inspection form will be signed both by the visiting officer and the tenant(s) as a confirmation of the visit.

(ii) To allow employees of the Landlord or its managing agent or prospective tenants access at all reasonable hours of the daytime to view the Premises during the last two months of the Tenancy Agreement.

(iii) To pay any reasonable costs and expenses incurred by anybody where an appointment for access has been agreed and not kept by the Tenant including for the avoidance of doubt any costs in remaking the appointment or taking any other action necessary to secure access.

(iv) Where necessary the Tenant agrees they will vacate the Premises for a temporary period for works to be carried out. If this is necessary the Landlord will offer alternative accommodation for that period or support the Tenant to find alternative accommodation as appropriate.

Lodgers

(17) Not let anyone other than the Tenant and the permitted occupiers live in the premises and not to take in any lodger at the Premises.

Overcrowding

(18) Not to allow more than the maximum number of people to occupy the Premises as set out in the Particulars at page 2 of this Agreement.

Gardens

(19) Where the Tenant has sole use of all or any part of any garden relating to the Premises or the building to keep it cultivated and tidy.

Alterations

(20) Not to carry out any alterations or additions to the Premises.

Ending the Tenancy

(21) To give the Landlord (or its managing agent if any) at least one calendar months' notice in writing when the Tenant wishes to end the Tenancy Agreement. If this is during the fixed term of



the Tenancy the Landlord must agree to the termination of the Tenancy by way of surrender but is not bound to.

Moving out

(22) To give the Landlord vacant possession and return the keys of the Premises at the end of the Tenancy Agreement and to remove all furniture belonging to the Tenant and all other personal possessions and all rubbish and leave the Premises and the Landlord's fixtures and fittings in good lettable condition and repair. The Landlord accepts no responsibility for anything left at the Premises by the Tenant at the end of the Tenancy Agreement.

4. RIGHTS OF THE TENANT

The Tenant has the following rights:

Right to Occupy

The Tenant has the right to occupy the Premises without interruption or interference from the Landlord (except for the obligation contained in this Tenancy Agreement to give access to the Landlord's employees, agents, or contractors) so long as the Tenant complies with the terms of this Tenancy Agreement.

Security of tenure

The Tenant has security of tenure as an assured shorthold tenant so long as he/she occupies the Premises as his/her only or principal home. So long as the tenancy remains an assured shorthold tenancy, the Landlord can end it either:

- by obtaining a court order for possession of the Premises on any relevant ground for possession under Schedule 2 of the Housing Act 1988 as amended. The period of notice will depend on the ground on which the Landlord is seeking possession. The Landlord reserves the right to seek possession on new or amended grounds introduced by future legislation.

OR

- by obtaining a court order for possession of the Premises having served 2 months' notice pursuant to section 21 of the Housing Act 1988 as amended.

Note:

a) the earliest date on which a section 21 notice served under clause (2.2) above can expire is Twelve (12) months and one day from the start of this Tenancy Agreement.

b) If the Landlord must go to Court to obtain a possession order, it is likely that the Tenant will have to pay the legal costs of the Court proceedings.

Notice period:

The Tenancy is for a fixed period of twelve months and one day. If the Tenant remains in possession after the expiry of the term, and no new tenancy comes into being, the tenancy will continue to be an assured shorthold tenancy which the Landlord can end after serving on the Tenant not less than two months' notice stating that the Landlord requires possession of the Premises. This is in accordance with Section 21 of the Housing Act 1988.



Cessation of security

(3) If the tenancy granted pursuant to this Tenancy Agreement ceases to be an assured shorthold tenancy during the fixed term the Landlord may end the Tenancy Agreement by serving a forfeiture notice pursuant to s146 Law of Property Act 1925 on the Tenant. After the fixed term, if the Tenant loses security of tenure as an assured shorthold or assured tenant the Landlord may end the Tenancy by service of Notice to Quit.

Right to consultation

(4) The Landlord shall consult the Tenant before making changes in matters of housing management that are likely to have a substantial effect on the Tenant.

Right to information

(5) The Tenant has a right to information from the Landlord about the terms of this Tenancy Agreement and about the Landlord's policies and procedures.

Complaints

(6) The Landlord shall operate a procedure for dealing with complaints raised by the Tenant on any matter arising from this Tenancy Agreement in accordance with its policy on complaints.

Data Protection

(7) Any personal information you give to us will be processed in accordance with the UK Data Protection Act 1998. When handling residents' personal information, we will ensure that we:

- store paper copies of personal information in secure filing cabinets
- computer records are kept securely
- only work with companies who will keep your information confidential
- destroy confidential information before discarding

The organisation will use the information to help process initial applications, requests, and other forms, and to provide relevant information to employees of the Landlord.

This information will only be used within the organisation and its representative contractors but could be used anonymously for statistical analysis with local councils. It could also be used to support the organisation's marketing and market research activities. All data will be disposed of in a secure manner.

In addition to staff, the organisation may share information with outside agencies in specific circumstances. Below is a list of external agencies that may be entitled to see your personal information held by the Landlord.

- The Police: We will always check the reason for the request before discretion any relevant information. Information will be shared in order to prevent and take action against crime and anti-social behaviour.
- The Local Authority – PR applies to supply information to the local authority, to enable them to identify the person liable for Council tax. We may also exchange information pursuant to the crime and disorder act 1998 and the data protection act 1998



- The DWP Universal Credit teams and Local Authority Housing Benefit Department – information will be shared to allow staff to assist in processing housing benefit claims we are obliged to notify the local authority.
- Social services and probation services – relevant information will be discussed, and disclosed dependent on the type of information required and the reason for the request
- Landlord's Solicitors – relevant information will be disclosed, where the Landlord is pursuing legal action
- Debt Collection Agency – relevant information will be disclosed in an attempt to retrieve any debt owing to the Landlord

DECLARATION

I/We have read this agreement and the attached terms and conditions, and I/we accept the tenancy on these terms and conditions.

Signed by tenant(s):	
Name:	
Signature:	
Date:	dd/mm/yyyy
Name:	
Signature	
Date:	dd/mm/yyyy
Signed on behalf of Local Space by:	
Name:	
Signature:	
Date:	dd/mm/yyyy



APPENDIX A: inventory of furniture and effects

I/We confirm that at the time of signing a tenancy for this property, the following furniture and effects were present / and or available.

- Carpet/wooden/laminate/vinyl flooring throughout
- Gas/Electric Cooker
- Fridge Freezer

Signed by tenant(s):	
Name:	
Signature:	
Date:	dd/mm/yyyy
Name:	
Signature	
Date:	dd/mm/yyyy
Signed on behalf of Local Space by:	
Name:	
Signature:	
Date:	dd/mm/yyyy



APPENDIX B: TO ATTACH IF APPROPRIATE DETAIL OF SERVICES PROVIDED