



# **LOCAL SPACE**

## **FIXED TERM ASSURED SHORTHOLD TENANCY AGREEMENT**

# **ASSURED SHORTHOLD TENANCY AGREEMENT**

## **(Keyworker)**

**This is an agreement for letting a dwelling on a fixed term assured shorthold tenancy under Part 1 of the Housing Act 1988 (as amended).**

This document is important. It sets out the rights and responsibilities of the tenant and the landlord. **You are strongly advised to read it carefully before signing it.**

A copy should be kept for the term of the tenancy as you may need to refer to it in the future. The document contains some guidance notes on particular clauses of the tenancy agreement which are intended to help you to understand the agreement. These appear next to the relevant clauses in the text boxes. These guidance notes do not form part of the legal agreement itself.

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## Section A: Definitions and interpretation

### DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement:

**Common Parts:** Common Parts means any part of a building containing the Property and any land or premises which the Tenant is entitled under the terms of this Tenancy to use in common with the owners or occupiers of other dwellings (see clause B4.2).

**Landlord:** A reference in this agreement to the Landlord includes a reference to the person who is entitled to the immediate reversion to the Tenancy and anyone who becomes entitled, by law, to receive the rent payable under this Tenancy.

**Property:** A reference to the Property is to the property (or any part of the property) described in clause B4.1.

**Tenancy:** A reference in this agreement to the Tenancy is to the tenancy created by this agreement.

**Tenant:** A reference to the Tenant includes a reference to anyone who succeeds to or inherits this tenancy on the death of the Tenant.

1.2 A reference to one gender shall include a reference to the other gender.

1.3 A reference to a statute (e.g. an Act of Parliament such as the Landlord & Tenant Act 1985) or statutory provision (e.g. a section of an Act – for example section 11 of the 1985 Act) is a reference to it as it is in force for the time-being, taking account of any amendment, extension or re-enactment of the law concerned.

1.4 References to clauses are to clauses of this agreement.

## Section B: Main terms of the agreement

### 2 THE PARTIES

2.1 This is an agreement for a fixed term assured shorthold tenancy:

Between: Local Space Limited of 58 Romford Road, London E15 4BZ  
("the Landlord")

And ("the Tenant")

Tenant	Name	DOB	NI Number

- 2.2 The obligations and liabilities of the parties under this agreement are joint and several.
- 2.3 The property is held by a charity which is an exempt charity.

### 3 OTHER OCCUPIERS

- 3.1 The Landlord agrees that, in addition to the Tenant, the following person(s) (who for the avoidance of doubt are not Tenant(s)) may live at the Property:
- (a) the Tenant's children or other dependants who are under 18 years of age at the start of the Tenancy; and
- (b) the following adults (if any):

Name	Relationship	DOB

Referred to in this agreement as "Members of the Tenant's Household".

- 3.2 The Tenant must not allow any other adults to live at the property without the written consent of the Landlord which must not be unreasonably withheld or delayed.
- 3.3 The Tenant must ensure that not more than [ insert number ] persons live at the Property.
- 3.4 Any obligation on the Tenant under this agreement to do or not to do anything shall also require the Tenant not to permit or allow any Member of the Tenant's Household or visitor to do or not to do the same thing.
- 3.5 [This Agreement is granted to the Tenant because they are a keyworker. It is a condition of the Tenancy that the Tenant remains a keyworker and that the Tenant notifies the Landlord if they cease to be a keyworker. Breach of these conditions may result in the Landlord taking possession action for breach of tenancy condition.

The term "key worker" refers to an individual employed in one of the categories of employment as specified in the list at Annex 2 to this Agreement or any revised list issued by the Landlord from time to time and notified to the Tenant.]\*

\*Delete clause if not applicable

## 4 THE PROPERTY AND COMMON PARTS

Address of the property:

Description of the property is:

Fully furnished [ ☐ ]

Part furnished [ ☐ white good provided ]

Unfurnished [ ☐ ]

The Property includes:

Private garden [ ☐ ] *(insert description if necessary)*

Garage [ ☐ ] *(insert details if necessary)*

Other: *(insert details if applicable)*

- 4.2 In addition to the Property, the Tenant shall also have use of the following Common Parts *(place a cross [x] in the boxes which apply)*:

[ ☐ ] Shared access to the Property

*(insert description if necessary)*

[ ☐ ] Shared garden which is shared with

Other shared facilities:

- 4.3 The Property is not currently subject to a mortgage.

## 5 THE TERM AND EXPIRY OF THE FIXED TERM

- 5.1 The Tenancy created by this agreement is for a fixed term of two years less one day beginning on:

unless terminated early in accordance with the clauses in section E (landlord's grounds (reasons) for possession during the fixed term) or, where applicable, section F (break clauses) of this agreement, or unless terminated early by mutual agreement between the parties.

- 5.2 The Tenant is required to vacate the Property at the expiry of the fixed term unless the Landlord agrees, in its sole discretion, to grant a new tenancy.

## 6 TERMINATION BY THE LANDLORD AT THE END OF THE FIXED TERM

- 6.1 The Landlord can end the Tenancy at or after expiry of the fixed term by:
- (a) giving the Tenant at least two months' notice in writing in accordance with section 21 of the Housing Act 1988 (this is known as a "section 21 notice"); or
  - (b) Seeking possession on one or more of the grounds contained in Schedule 2 to the Housing Act 1988 (if any of those grounds apply).

## 7 THE RENT

- 7.1 The rent is **per week**

<b>Net rent</b>	<b>£</b>
<b>Service Charge</b>	<b>£</b>
<b>Total payable (Weekly)</b>	<b>£</b>
<b>Total payable (Monthly)</b>	<b>£</b>
<b>Deposit Held:</b>	<b>£</b>

- 7.2 The Landlord may increase the rent on each review date by giving the Tenant at least 28 days' prior notice in writing of the increase. That written notice will specify the new rent and the date that it will apply from. The rent can be decreased at any time and at short notice.
- 7.3 "Review date" means the 1<sup>st</sup> Monday in April following the start of the Tenancy and the 1<sup>st</sup> Monday in April each year thereafter save that the Landlord reserves the right to use a later date and to increase the rent at any time after expiry of the fixed term.

## 8 COUNCIL TAX, UTILITIES AND OTHER CHARGES FOR SERVICES INCLUDED IN THE RENT

- 8.1 The following charges are included in and payable as part of the rent (*place a cross [x] in the boxes which apply*):

Water and sewerage charges [ ]

- Heating [ ]
- Hot water [ ]
- Gas [ ]
- Electricity [ ]
- Service charges [ ] including: (please state)

- Other charges [ ] including: (*please state*)

## **9 PAYMENT OF THE RENT BY THE TENANT**

### **9.1 Rent payment dates**

- 9.1.1 The first payment of [ **insert rent figure** ] to be made on or before the start date of the Tenancy. Thereafter the Tenant must pay the weekly rent in advance on the Monday of each week starting on [**insert date**].
- 9.1.2 The Tenant is required to maintain a credit balance of one month's rent in advance at the start of each week.

### **9.2 Method of payment**

- 9.2.1 The rent must be paid by direct debit.

### **9.3 Former tenancy arrears**

- 9.3.1 If when this tenancy is granted, you have made any advance payments or you are in arrears of rent or other charges for this property or any other property which we have previously let to you, then we will:
- (a) credit the amount of any advance payment to your rent account; or (if applicable)
  - (b) Debit the amount of any arrears to your rent account.
- 9.3.2 You agree that any arrears of rent or other charges due from you for this property or any other property which we have let to you before the tenancy start date are to be treated as arrears under this tenancy agreement and we can claim them as rent awfully due.

## **10 THE INVENTORY AND REPORT OF CONDITION**

- 10.1 If the Landlord, or someone acting on behalf of the Landlord, has prepared an inventory of furniture and contents and/or report of condition, it must be attached to this agreement (see Annex 1).
- 10.2 Unless the Landlord receives written comments on or amendments to the inventory and/or report of condition within 14 days of the start of the Tenancy, the Tenant shall be taken as accepting the inventory and report of condition as a full and accurate record of the condition of the Property, its furniture and contents.
- 10.3 The Landlord must ensure that any comments or amendments received from the Tenant under clause B10.2 are attached to the inventory and/ or report of condition annexed to this agreement.

## **11 THE DEPOSIT**

11.2 The Tenant has paid a deposit of **(insert figure)** which the landlord has protected / will protect (*delete as appropriate*) in the following Government approved tenancy deposit protection scheme:

Deposit Protection Service  
The Pavilions  
Bridgwater Road  
Bristol  
BS99 6AA  
(tel. no. 0330 303 0030)

11.3 The Tenant agrees that the Landlord may make reasonable deductions from the deposit at the end of the Tenancy for the following purposes:

- (a) except for fair wear and tear, to make good any damage to the Property, the Common Parts or any of the items listed in the inventory caused by the Tenant's failure to comply with the Tenant's obligations under this agreement;
- (b) to replace any items listed in the inventory which are missing from the Property at the end of the Tenancy;
- (c) to pay any rent which remains unpaid at the end of the Tenancy;
- (d) where the Tenant has failed to comply with clause C23.2 of this agreement, to cover the reasonable removal, storage and disposal costs incurred by the Landlord;
- (e) where the Tenant has failed to comply with clause C23.1 of this agreement, to pay the reasonable cleaning costs incurred by the Landlord to remedy that failure;
- (f) where the Tenant has failed to comply with the obligation in clause C13.3, to recover any reconnection charge paid by the Landlord;
- (g) where the Tenant has made any addition or alteration to the Property or has redecorated the Property without the Landlord's prior written consent (see *clause C15.2*) to cover the reasonable costs incurred by the Landlord in removing or reversing any such addition or alteration or in reinstating the former decorative scheme.

## **Section C: Tenant's obligations**

For the avoidance of doubt the Tenant is responsible for his/her own actions and those of any other person (including children) living in or visiting the property and the term 'Tenant' in this section shall be construed accordingly. The Tenant will ensure that any other person (including children) living in or visiting the property will not do anything that the Tenant is required not to do by this agreement.

## **12 PAYMENT OF RENT**

12.1 The Tenant must pay the rent in advance, on or before the dates agreed (see *clause B9.1*).



### **13 PAYMENT OF COUNCIL TAX, UTILITIES AND OTHER CHARGES**

- 13.1 Except where included in the rent (see *clause B8.1*) the Tenant must pay to the relevant local authority all council tax due in respect of the Property during the Tenancy.
- 13.2 Except where included in the rent (see *clause B8.1*) the Tenant must pay to the relevant suppliers all charges in respect of any electricity, gas or water (including sewerage) services used at or supplied to the Property during the Tenancy and pay all charges to the provider for the use of any telephone, satellite, cable or broadband services at the Property during the Tenancy.
- 13.3 Where any service mentioned in clause C13.2 has been disconnected as a result of the Tenant's failure to comply with the Tenant's obligation to pay for the service, any reconnection charge will be payable by the Tenant.

### **14 USE OF THE PROPERTY, PETS AND PROHIBITED CONDUCT**

- 14.1 The Tenant must occupy the Property as the Tenant's only or principal home.
- 14.2 The Tenant must not use the Property for the purposes of a business, trade or profession except with the prior written consent of the landlord which must not be unreasonably withheld or delayed. In particular, it will not be unreasonable for the Landlord to withhold consent if there is a reasonable likelihood that the use proposed would:
- (a) give rise to a tenancy to which Part II of the Landlord and Tenant Act 1954 (business tenancies) applies; or
  - (b) cause a nuisance to the occupiers of neighbouring properties or significantly increase wear and tear to the Property.
- 14.3 The Tenant must not use the Property for any illegal, immoral, disorderly or anti-social purposes.
- 14.4 The Tenant must not do anything to or on the Property or any Common Parts which may reasonably be considered a nuisance or annoyance to the occupiers of neighbouring properties.
- 14.5 The Tenant must not keep any pets or other animals at the Property without the prior written consent of the Landlord which must not be unreasonably withheld or delayed. If permission is given, it may be given on the condition that the Tenant pays an additional reasonable amount towards the deposit.

### **15 CARE, MAINTENANCE AND REDECORATION OF THE PROPERTY**

#### **15.1 Repairs and Maintenance**

- 15.1.1 The Tenant will report all repairs and defects in the premises to the Landlord immediately, with the exception of those listed in 15.1.2 below:
- 15.1.2 The Tenant will be responsible for the following repairs:

- (a) To unblock sinks and baths.
- (b) To repair door furniture like handles, letter boxes etc.
- (c) To repair or replace WC seats.
- (d) To ease door and window hinges.
- (e) To replace plugs and chains.
- (f) To repair minor plaster cracks and internal decorations.
- (g) To reset trip fuses and circuit breakers caused by Tenant's own faulty appliances.
- (h) To repair or replace electrical plugs (not socket outlets), fuses and lightbulbs.

15.1.3 The Tenant must not cause any damage to the property or any other property belonging to the landlord. The Tenant must immediately repair any damage that has been so caused. If the Tenant fails to carry out the repair to the landlord's or its agent's satisfaction, then the Tenant must give the landlord, its agent or contractors access to carry out any such repairs and the Tenant will be liable to re-imburse the Landlord for the cost of having the repair carried out, together with any reasonable administrative expenses.

15.1.4 The Tenant will pay for any damage caused from a failure of their own appliances or misuse of any appliance, that causes any damage to the property or any other property.

15.1.5 The Tenant will keep in a clean and tidy condition all white goods, carpets, lino and the internal parts of the premises to a reasonable standard and keep them free from obstructions or inflammable material. In particular the Tenant must not occupy the premises in a way that may cause infestation or increase the fire risk. The Tenant may decorate the internal parts of the Property but only with the prior written permission of the Landlord.

15.1.6 The Tenant must keep the garden (if any) tidy by cutting the grass, looking after any trees, shrubs and flower borders and trimming the hedges. The Tenant must not plant any tree or shrub in the garden that is likely to cause damage to the Property or affect neighbouring properties. The Tenant must not cut down or damage any trees in the garden without the Landlord's prior written consent.

15.1.7 The Tenant is responsible for cleaning and replacing batteries in doorbells and smoke alarms and must not disconnect any smoke alarm from the power supply.

15.1.8 The Tenant is responsible for cleaning extractor fans in the Property and ensuring that they are kept clean, kept in use and not switched off.

15.1.9 The Tenant will make good any damage caused by the Police during a forced entry to a reasonable standard.

## 15.2 Alterations to the Premises

15.2.1 The Tenant will not, without first obtaining the written consent of the Landlord:

- (a) Make any structural alterations or additions to the property or make any non-structural alteration in the internal layout of the property.
- (b) Remove or alter the Landlord's fixed units, doors, fixtures or fittings.
- (c) Make any alteration or addition to the tanks, pipes, cables and other service media serving the property.
- (d) Lay any wooden or laminate flooring and will keep the floors of the dwelling covered with suitable materials for minimising the transference of noise to other dwellings.
- (e) Make any alteration to, alter the appearance of, or decorate the exterior of the property or install their own security doors.
- (f) Erect a shed, greenhouse, conservatory or lean-to or other buildings or structure in or on the property.
- (g) Plant any trees, or shrubs that may cause damage to the property or any neighbouring property.
- (h) Remove or cut down any trees on the property.
- (i) Affix or hang any TV aerial, satellite dish or advertisement or any other thing to or from the exterior of the building which comprises the property or of which the property comprises part.

15.2.2 Any written consent granted pursuant to 15.2.1 may be subject to further conditions that the Tenant will be required to comply with..

## 15.3 Condition of the Property

15.3.1 The Tenant must keep the property in a clean and satisfactory condition, including to a good decorative standard. The Tenant is responsible for the cleaning of windows, extractor fans and undertaking minor repairs specified in section 15.1.2 in this agreement. However, it is the Tenant's responsibility first to ensure their own safety when carrying out these tasks.

## 15.4 Common Parts and Areas

15.4.1 The Tenant will keep the common parts adjacent to the premises clean, free from obstruction or flammable material and tidy at all times and will pay for:

- (a) The cleaning of lifts and communal areas if fouled by the Tenant.
- (b) The clearing of blocked rubbish chutes blocked by the Tenant's rubbish.
- (c) The clearing of refuse deposited by the Tenant in the common parts.

## 15.5 Remedying Breach of Conditions and Charges

15.5.1 The Landlord may take whatever steps are deemed necessary in respect of any breach of the Tenant's responsibilities under this agreement, whether by way of making good, replacing, repairing, reinstating, removing, decorating, cleaning or otherwise putting right anything in or forming part of the property and its fixtures and fittings. For these purposes the Tenant will provide access to the Property on 24 hours' notice or without notice in case of emergency to

the Landlord, its agents or contractors and will pay to the landlord on demand all reasonable costs incurred.

## **16 SECURITY OF THE PROPERTY AND PERIODS OF ABSENCE**

- 16.1 The Tenant must not leave the Property unoccupied for 30 consecutive days or more without giving notice in writing to the Landlord.
- 16.2 The Tenant must take reasonable steps to ensure that the Property is secure whenever the Property is unoccupied.

## **17 ACCESS TO THE PROPERTY BY LANDLORD OR AGENT**

### **17.1 Routine access**

- 17.1.1 Provided the Landlord has given the Tenant at least 24 hours' prior notice in writing, the Tenant must give the Landlord (or any person acting on behalf of the Landlord) access to the Property at reasonable times of day for the following purposes:
- (a) to inspect its condition and state of repair;
  - (b) to carry out the Landlord's repairing obligations and any other obligations under this agreement;
  - (c) to carry out any necessary or desirable improvement works to the property as identified by the Landlord; to carry out any inspections required by law including (but not limited to) gas safety inspections, fire safety inspections and inspections of any smoke or carbon monoxide alarms installed in the Property and to carry out any works, repairs, maintenance or installations (including the installation of any smoke or carbon monoxide alarm) required by law;
  - (d) to show the Property to prospective tenants (see also 23.7).

### **17.2 Emergency access**

- 17.2.1 The Tenant must give the Landlord (or persons acting on the Landlord's behalf) immediate access to the Property in the event of an emergency on the Property. The Tenant agrees that in the case of an emergency, if the Landlord, its agent or contractors cannot obtain access to the property by other means within a reasonable time or immediately where necessary, and in the Landlord's or its agents reasonable opinion it is necessary to gain immediate access because:
- (a) there is an imminent risk of physical harm to any person or significant damage to the property or any other property; or
  - (b) the property is unoccupied and inadequately secured against unauthorised entry or vandalism

The Landlord, its agents or contractors have the right to break into the

property. The Landlord, its agents or contractors may do whatsoever is reasonably required to deal with the emergency in an appropriate manner and will make good any damage caused when entering the property and afterwards secure the property against unauthorised entry.

## **18 ASSIGNMENT AND SUBLETTING**

### **18.1 Assignment**

18.1.1 The Tenant must not assign (i.e. transfer to another person) the tenancy, either in whole or in part without the consent of the Landlord in writing. Such consent must not be unreasonably withheld.

### **18.2 Subletting of Property**

18.2.1 The Tenant must not sublet the whole or any part of the Property for either the whole or part of the duration of the Tenancy.

## **19 PARKING**

19.1 The Tenant will not park any untaxed or un-roadworthy motor vehicle, commercial vehicle, caravan, boat, trailer etc on the landlord's land. The Tenant will comply with any parking conditions issued by the landlord or its agents and not obstruct access to other property or highway.

## **20 ANTI-SOCIAL BEHAVIOUR AND HARRASSMENT**

20.1 The Tenant will not cause a nuisance, violence or disturbance to any person or commit any acts of harassment to any person within the Property, common parts or in the locality of the Property.

This will include (but is not limited to) the following:

- (a) Harassment by reason of age, race, gender, religion, culture, sexuality, mental health or disability, or for any other reason.
- (b) Violence or threats of violence to any persons.
- (c) Abuse or insulting words or behaviour.
- (d) Drinking or drug related offences.
- (e) Damage or threat of damage to property belonging to another person.
- (f) Writing graffiti on Council property.
- (g) Threatening, abusive or insulting graffiti.
- (h) Making unnecessary or excessive noise by any means whatsoever so that it can be heard outside the Property.
- (i) Handling or storage of stolen goods or involvement in any other criminal activity.
- (j) Any act or omission calculated to inconvenience or interfere with the peace or comfort of any person.
- (k) Damage to security systems, including closed circuit television equipment, door entry or alarm systems.

- 20.2 If the Tenant is found to be in breach of section 20.1 of this agreement the landlord may commence any relevant legal proceedings that may include seeking possession of the property, injunctions including anti-social behaviour injunctions, exclusion orders with powers of arrest. The landlord will work with other agencies to ensure a safe neighbourhood within the scope of the law.

### **20.3 Domestic Abuse**

- 20.3.1 The Tenant must not be abusive towards a husband, wife, partner or former husband or wife or partner or other member of the family.

- 20.3.2 The Tenant must not harass or use financial, mental, emotional or sexual abuse that might be expected to cause anyone who lives with the Tenant to leave the property. If there is a breach of this clause, the landlord may seek a possession order against the remaining Tenant or occupier.

## **21 THREATS AND VIOLENCE AGAINST STAFF**

- 21.1 The Tenant must not threaten, verbally abuse or assault any member of staff employed by the landlord, landlord's agent or any of its contractors working on their behalf. If the Tenant breaches this the landlord may restrict the Tenant's access to staff, contractors or offices in such circumstances as are considered by the landlord as appropriate and may also commence legal proceedings against the Tenant.

## **22 DATA PROTECTION**

- 22.1 The Tenant will allow the landlord or its agents to use any relevant personal information it holds and share it with third parties and statutory bodies (such as the Police) including, for the purposes of assisting in enforcing the terms of this agreement or the investigation of any tenancy-related fraud or the investigation of crime. Any such disclosure will be in accordance with the Data Protection legislation or other relevant legislation and the landlord or the landlord's agent's policies on confidentiality.

## **23 MOVING OUT AT THE END OF THE TENANCY**

- 23.1 Except for fair wear and tear, the Tenant must return the Property and any furniture and other items listed on the inventory to the Landlord in the same condition and state of cleanliness as they were at the start of the Tenancy.
- 23.2 The Tenant must pay for any repairs required to the Property, the Landlord's fixtures and fittings or furniture as a result of damage caused by the Tenant whether wilfully or by neglect including the cost of replacement of any items in the inventory. The Tenant must compensate the Landlord for any rent loss arising from the need for such repairs/replacements.

The Tenant must remove all possessions (including any furniture) belonging to the Tenant or any member of the Tenant's household or visitors and all rubbish from the Property at the end of the Tenancy. Any goods or personal effects belonging to the Tenant or members of the Tenant's household or

visitors which have been collected by the Tenant within 14 days after the expiry or sooner termination of the Tenancy shall be deemed to have been abandoned. Provided the Landlord has given notice to the Tenant, or where the Tenant cannot be found after reasonable steps have been taken to trace the Tenant, the Landlord can dispose of such goods as they think appropriate. If any such goods are sold, the money from the sale (after deducting the costs of the sale, storage and removal) can be used to pay any sum that the Tenant owes. Any remaining balance can be used by the Landlord in furtherance of its objectives.

- 23.3 The Tenant must give vacant possession and return all keys to the Landlord by 12 noon on the Monday after the end of the Tenancy. If the Tenant fails to return the keys on time the Tenant will be charged the full weekly rent until the keys are returned (including the full weekly rent for the week in which the keys are returned).
- 23.4 The Tenant must provide the Landlord with a forwarding address at the end of the Tenancy.
- 23.6 The Tenant must pay all rent and other charges owed prior to the end of the Tenancy.
- 23.7 If the Tenant has given notice to the Landlord in accordance with F1 the Tenant must allow the Landlord to enter and view the Property with prospective tenants having given the Tenant at least 24 hours' notice.

## **Section D: Landlord's obligations**

### **1 TO GIVE THE TENANT POSSESSION AT THE START OF THE TENANCY**

- 1.1 The Landlord must give the Tenant possession of the Property at the start of the Tenancy.

### **2 NOT TO INTERFERE WITH THE TENANT'S RIGHT TO QUIET ENJOYMENT OF THE PROPERTY**

- 2.1 The Landlord must not interrupt or interfere with the Tenant's right to quiet enjoyment of the Property.

### **3 REPAIR AND MAINTENANCE OF THE PROPERTY**

- 3.1 In accordance with section 11 of the Landlord and Tenant Act 1985 (repairing obligations in short leases) the Landlord shall:
- (a) keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);
  - (b) keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
  - (c) keep in repair and proper working order the installations in the Property for space heating and heating water.
- 3.2 In accordance with section 11 of the Landlord and Tenant Act 1985, the Landlord is not required:
- (a) to repair anything which the Tenant is liable to repair by virtue of the Tenant's duty to take reasonable care of the Property (*see clause C15*);
  - (b) to rebuild or reinstate the Property in the case of destruction or damage by fire, storm or flood; or
  - (c) to keep in repair or maintain anything which the Tenant is entitled to remove from the Property.
- 3.3 The Landlord must keep in repair and proper working order any furniture, fixtures, fittings and appliances which are listed in the inventory, except where the damage or need for repair is a result of the Tenant's failure to comply with the obligations in clause C15.

#### **3.4 Decorations**



- 3.4.1 The Landlord will decorate the exterior of the property and the common parts as necessary. The Landlord will not decorate the internal parts of the property, except in specific cases, if any, that are detailed in the Tenants handbook.

## **4 INSURANCE AND RENT SUSPENSION**

- 4.1 The Landlord must insure the Property against fire, flooding and other risks usually covered by a comprehensive insurance policy and must use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible. The Tenant is responsible for arranging insurance of the Tenant's own belongings.
- 4.2 The Landlord must provide the Tenant with a copy of the insurance policy at the request of the Tenant.
- 4.3 Where the Property is uninhabitable because of damage caused to the Property by an insured risk then, unless the damage was caused by the Tenant's negligence or failure to comply with the Tenant's obligations under this agreement, the Tenant shall not be required to pay rent until the Property is fit for occupation and use.

## **Section E: Landlord's grounds (reasons) for possession during the fixed term**

### **1 LANDLORD'S RIGHT TO RE-ENTER AND STATUTORY GROUNDS (REASONS) FOR POSSESSION DURING THE FIXED TERM**

- 1.1 If any relevant ground for possession as set out in Schedule 2 Housing Act 1988 applies during the fixed term, the Landlord may seek to repossess and re-enter the property by giving the Tenant notice under section 8 of the Housing Act 1988 of his intention to apply to court for possession and, subsequently, applying to the court for a possession order.
- 1.3 If the Tenancy ceases to be an assured (shorthold) tenancy during the fixed period, the Landlord can end the Tenancy and re-enter the property by serving a forfeiture notice under section 146 Law of Property Act 1925.

## **Section F: Break clauses**

### **1 TENANT'S ROLLING 3 MONTH BREAK CLAUSE**

- 1.1 Subject to clause F1.2, the Tenant may end this Tenancy before the Tenancy end date specified in clause B5.1 by giving the Landlord at least 3 (three) months' notice in writing.

- 1.2 The Tenant cannot give notice under clause F1.1 within the first 6 months of the Tenancy.
- 1.3 The ending of the Tenancy under clause F1.1 does not release the Tenant from any outstanding obligations or claims.
- 1.4 Where the Tenancy is brought to an end under clause F1, any rent which has been paid by the Tenant in respect of any period after the Tenancy has ended must, provided the Tenant vacated the Property by the end of the Tenancy, be repaid to the Tenant within 14 days of the date on which the Tenancy ended.

## **Section G: Contact details and service of written notices**

### **1 THE LANDLORD'S OR AGENT'S CONTACT DETAILS AND SERVICE OF NOTICES ON THE LANDLORD**

#### **Service of written notices by post or delivery by hand**

- 1.1 The Landlord agrees that any notices given under or in connection with this agreement which are required to be given in writing may be served on the Landlord either by being left at the address given below or by being sent to that address by first class post. Notices shall be taken to be received the day after being left at the property or the day after posting.

The address for service of written notices and other documents on the Landlord is: 58 Romford Road London E15 4BZ

#### **Landlord's Emergency contact details**

- 1.2 The Landlord's telephone number is: **[0208 221 4000]**

### **2 THE TENANT'S CONTACT DETAILS AND SERVICE OF NOTICES ON THE TENANT**

#### **Service of written notices by post or delivery by hand**

- 2.1 The Tenant agrees that any notices given under or in connection with this agreement which are required to be given in writing may be served on the Tenant during the Tenancy either by being left at the Property or by being sent to the Tenant at the Property by first class post. Notices shall be taken to be received the day after being left at the Property or the day after posting.  
The Tenant further agrees that any notice served by email address will be effective.

#### **Tenant's Emergency contact details**

- 2.2 The Tenant's telephone number for use in emergencies is: **[Insert number]**  
The Tenant's email address for service of notices and for other communications is: [insert email address].

## Section H: Signature

### Tenant 1

Signature: \_\_\_\_\_

Full name (block capitals):

\_\_\_\_\_

Address: \_\_\_\_\_

Date:

\_\_\_\_\_

### Tenant 2

Signature: \_\_\_\_\_

Full name (block capitals):

\_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Landlord: **Local Space, 58 Romford Road Stratford E15 4BZ**

On behalf of Local Space - Signature:.....

On behalf of Local Space - Full name :.....

Address: **Local Space, 58 Romford Road Stratford E15 4BZ**

Date:

## **Annex 1**

### **Inventory of Furniture and Contents & Schedule of Condition**

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

### **Inventory of Furniture and Effects (to amend as necessary)**

- 1. Carpet / wooden/laminate/vinyl flooring throughout**
- 2. Washing Machine**
- 3. Gas / Electric Cooker**
- 4. Fridge Freezer**

On behalf of Local Space Signature .....

Tenant 1 Signature .....

Tenant 2 Signature .....x.....

Date:

## **Annex 2**

An employee providing essential frontline services in any of the following areas:

NHS,

Education,

Police,

Prison Service,

Probation Service,

Local Authority,

Fire Fighters,

Ministry of Defence (MoD),

Environmental Health Officers,

Highways Agency Traffic Officers