

AGREEMENT

For letting furnished dwelling house on an assured
Shorthold Tenancy Under part 1 of the Housing Act
1988

THE LANDLORD:

**C/O
BRITPROPSERV LTD
T/A BRITANNIA PROPERTY SERVICES
521 BRISTOL ROAD
SELLY OAK
BIRMINGHAM B29 6AU**

THE TENANT:

THE GUARANTOR:

The Dwelling-house situated at and being:

START DATE:

END DATE:

**Rent due per calendar month payable in advance by equal
MONTHLY payments on the 1ST day of every month.**

Rent: £

(including bills gas, electric, water)-

Deposit: £

RENT MUST BE PAID BY STANDING ORDER

WHEREBY IT IS AGREED THAT:

THE TENANT covenants with the Landlord all sections as follows: -

1. GENERAL.

- 1.1. The Landlord lets and the Tenant(s) takes the Property for the Term at the rent payable as above. This agreement is intended to create an Assured Short hold Tenancy as defined in section 20 of the Housing Act 1988 (amended 1996) and the provisions for the recovery of possession by the Landlord in section 21 thereof apply accordingly. BRITPROPSERV LTD (hereinafter referred to as "BPS"), have acted as 'AGENTS' in terms of letting and Managing this Property.
- 1.2. All obligations under this agreement are joint and several i.e., each Tenant assumes full responsibility for complying with the Tenant's obligations under this Agreement both individually and together (unless otherwise stated in special conditions page 7).
- 1.3. The property is subject to a mortgage within the meaning of the Housing Act 1988 Schedule 2 Ground 2 as amended by the Housing Act 1996 and the Landlord or Mortgagee may recover possession under the said ground and the tenant hereby acknowledges that the notice in accordance with the aforesaid provision of the Act has been properly given

2. MAINTENANCE.

- 2.1. A full inspection of the Property is to be made by the Tenant(s) listing any damages or items missing onto an Inventory which is provided by the Landlord or BPS if requested by the Tenant(s). The Inventory must be returned to BPS within 7 days of the commencement of the Tenancy Agreement
- 2.2. Please contact BPS to arrange an appointment, should you need to discuss any maintenance issues. This is to enable any situations or difficulties to be rectified and to give the Landlord an appropriate amount of time agreed with the Tenant(s) to improve the Property. We will use best endeavours to address maintenance issues within reasonable timescales. Addressing maintenance issues may be subject to the Landlord's authorisation, obtaining parts and/or any reasonable unforeseeable events (if applicable). **You may also visit our website: www.britanniapropertyservices.com & click on the "TENANTS MAINTENANCE REPORT" tab to report a repair.**
- 2.3. Under no circumstances shall the Tenant(s) arrange or give instructions for any repairs to be carried out (or items purchased) except at the written request of the Landlord or BPS; the Tenant(s) shall be responsible for the cost for the breach of this provision. **The Tenant(s) will be held responsible for any damage becoming worse, resulting from the Tenant(s) not reporting the damage (when knowing the damage was first caused).**
- 2.4. Call out subcontractor charges may be payable by Tenant(s) if appointments are not adhered to, whereby it was prearranged for Tenants(s) to meet contractor(s) at the Property for access. If Tenants unreasonably call out BPS on a maintenance issue or where a Subcontractor is called out but no work is carried out due to false alarm, they may be liable for Subcontractor call out charges.

3. RENT & DEPOSIT.

- 3.1. The deposit is paid to the Landlord's Agent BPS and held as security against the Tenant's liabilities. If the Tenant(s) are unable to provide a guarantor covenant and/or suitable references, then BPS require a greater Deposit.
 - 3.2. The Deposit is to be held in a designated account in one of the government backed tenancy deposit protection (TDP) schemes without interest payable, and is held on account of any damage dilapidation or injury to the Property or Fixtures and Fittings caused by the Tenant(s), their family or visitors and on account of any other liability on the part of the Tenant(s) under the provisions of this Agreement.
 - 3.3. The Tenant(s) agree that the Deposit shall be applied in the payment of any sums payable by the Tenant(s) under this Agreement, which otherwise remain unpaid at the end of this term (whether it has been determined by affliction of time or otherwise).
 - 3.4. **Deposits cannot be used to cover rental arrears/or pay rent at any time during this Tenancy.**
 - 3.5. Tenants will nominate one person to act as "Deposit Beneficiary," to whom the Deposit will be returned in one single amount (subject to any deductions made) at the conclusion of the Tenancy. It is understood and agreed by all parties that once BPS or the Landlord has legitimately transferred the Deposit held on trust for the Tenants to the Deposit Beneficiary, thereafter it is the responsibility of the Deposit Beneficiary to equitably dispense the Deposit to the remaining Tenants. ***Deposits will be returned in accordance with the relevant Tenancy Deposit Scheme**
4. **ARREARS & CHARGES.**
 - 4.1. The tenant will **pay interest on the amount of rent that is overdue from the date it should have been paid at the rate of 3% above the bank base rate used by HSBC.**
5. **OBLIGATIONS TO UTILITIES.**
 - 5.1. To record on the Inventory all meter readings at the beginning of the Tenancy and to inform the necessary utility companies of change of occupier, to pay all charges in respect of the water, gas and electric which shall be consumed or supplied on or to the Property during the term or any period of the statutory continuation, **should the rent be exclusive of these utilities.**
 - 5.2. To inform the Local Authority of change of occupier and to provide all requested information of all Tenants named on this Agreement, **should the rent be exclusive of Council Tax.**
6. **TENANTS UPKEEP OBLIGATIONS.**
 - 6.1. To keep the Property clean and its contents in good repair and condition and to preserve them and the common parts from being destroyed or damaged and to make good, pay for, repair or replace with articles of similar kind and of equal value such of the contents which are removed, destroyed, lost, broken or damaged during the term (fair wear and tear excepted).

- 6.2. The property must be hygienically maintained in a clean and tidy tenant-like manner and that all items of refuse, including kitchen waste, newspapers and bottles are removed from the property and disposed of on a regular basis either at the personal cost of the Tenants or through use of general services provided by the local council. All refuse is to be safely disposed of each week and ready for collection on the appropriate day.
- 6.3. The Tenant(s) are not permitted to smoke inside the property. If smoking has occurred and damage has been sustained to the interior of the property or its contents, the Tenant(s) is liable for the costs incurred by the Landlord in having any discoloured ceilings, walls, skirting boards, doors, etc. professionally redecorated or any curtains, furnishings, upholstery, carpets, etc. professionally cleaned or replaced.
- 6.4. Not to bring into the Property any additional furniture without the written consent of the Landlord (such consent not to be unreasonably withheld or delayed) and to leave the contents at the end or sooner determination of the term in the rooms and places in which they were at the beginning of the term and not to remove the contents or any substituted contents from the Property.
- 6.5. Not to bring upon nor keep in the Property any stove, paraffin or Calor gas heater or any item or substance of any especially flammable nature nor any offensive goods provisions nor materials.
- 6.6. Not to keep any animals, birds, or pets on the Property (whether domestic or otherwise) without the prior written consent of the Landlord or BPS (such consent not to be unreasonably withheld or delayed).
- 6.7. To keep clean, open and in good working order and free from obstruction all baths, sinks, taps, lavatories, cistern drains, waste, and other pipes (sanitary ware and pipes) and to indemnify the Landlord from and against all damage accessioned through any breach of this obligation
- 6.8. The Property, if/where applicable, is equipped with a system of fire protection, including an automatic fire detection and early warning alarm system, and self-closing fire doors. The Tenant(s) must not under any circumstances disable, over-ride, or otherwise intentionally damage or remove any part of the fire protection system, including batteries and door-closers; the Tenant(s) shall be held fully liable for the consequences of any such actions. The Tenant(s) must report to BPS without delay, any suspected deterioration, fault, or failure of, or damage to, the system (however caused), including beeping detectors, false alarms, or warning lights.
- 6.9. To permit the Landlord or BPS and any persons authorised by the Landlord or BPS with or without equipment at all reasonable times upon 24 hours' notice except in cases of emergency (emergency is where entry may be gained by forced entry (or master keys used if available)) to enter the Property to: Carry out any necessary maintenance, repairs or alterations and/or to view the condition and state of repair of the Property and the contents.
- 6.10. Not to alter the structure of the Property (including the erection of shelving) or carry out any redecoration at the Property or any part of it without the prior written approval from BPS who in return will grant any authorisation in writing (pending the Landlord's agreement). Not to cause damage to the walls or decoration by hanging posters, pictures, blue tack, glue, Sellotape, or their equivalents but to use only mapping pins (or similar). If any marks on the ceilings/walls/woodwork etc. have been caused by the Tenant(s) breach of the aforementioned; Tenants are advised to have the whole room re-decorated (you may use a BPS recommended contractor who can provide you with a quote).
- 6.11. Not to carry out on the Property any profession, trade or business nor let or receive any paying guests on the Property or place or exhibit any notice board, notice on the Property, or use it for any other purpose than that of a private dwelling.

- 6.12. Not to do or suffer to be done on the Property anything which may be or become a nuisance or annoyance to the Landlord or the Tenants or Occupiers of any adjoining premises and to ensure that no disturbance or inconvenience is caused to neighbours by any form of anti-social behaviour and to keep noise to a minimum, particularly at night. The Tenant(s) agree not to cause/or be a nuisance in any reasonable manner.
- 6.13. To take reasonable steps to ensure that no damage is caused to the Property during any cold weather which can result in burst frozen pipes. When the Property is left unoccupied for a lengthy period, it is suggested that the heating system is left on, timed to switch on twice a day.
- 6.14. To take all reasonable measures to ensure the prevention of condensation build up within the property (which may lead to mould and mildew build up) such as always allowing adequate ventilation of the property by opening windows on a regular basis and ensuring any wall/ceiling vents are unobstructed. Tenants are advised to refer to www.birmingham.gov.uk/housing for further information and best advice.

7. KEYS & SECURITY.

- 7.1. Not to change the locks of the Property nor have extra keys made without the Landlord's or BPS' prior written consent.
- 7.2. There will be a **minimum charge of £50 (charged by the subcontractor)** for keys or locks that are replaced where the Tenant(s) are liable, payable by the Tenant(s) (the charge may be greater depending on the work involved and a receipt being provided by the subcontractor).
- 7.3. There is a £50 call out charge (**charged by the subcontractor**) should Tenants(s) need access into the Property for any reason where the Tenant(s) are liable
- 7.4. To ensure the Property is always protected by activating any security alarms and locking all windows and doors at night and when leaving the Property and to set the security alarm (if applicable).
- 7.5. The Tenant(s) must not change the security alarm code (if applicable) without the prior written consent of the Landlord or BPS (such consent not to be unreasonably withheld or delayed).
- 7.6. The Tenant must promptly inform the police or other authority and the Landlord or BPS as soon as possible of any fire, theft, loss or related damage to the Property or Fixtures and Fittings.
- 7.7. In the case of a burglary or break in, the Tenant(s) are authorised to carry out any reasonably necessary emergency work (such as boarding up or locksmith services) to secure the Property temporarily to prevent casual re-entry.
- 7.8. The Tenant must return to the Landlord or BPS at the end of the Tenancy all keys and other security devices for the Property and to pay for the reasonable costs incurred in replacing any keys or security devices or locks to which the keys belonged which have been lost or not returned at the end of the tenancy.

8. UPON LEAVING THE PROPERTY.

8.1. To permit BPS to: -

Permit all persons accompanied by BPS having first served the necessary 24-hour notice to view the Property and every part of it at any reasonable hour so that BPS can escort intending Tenants or purchasers over the Property.

8.2. The required amount of **'Written Notice'** given by the Tenant shall be **no less than 2 months**, which must be given to BPS 2 months before the Tenancy agreement expires, (unless otherwise the Landlord or BPS has given the Tenant(s) two months written notice or a Section 21 notice to vacate the Property, which can also be sent prior to the ending date on the contract). If the required amount of written notice is not received from the Tenant(s), part or all of the security deposit may be forfeit. **(Tenant(s) must have written confirmation from BPS, stating that Tenant(s) Termination notice has been received & approved).**

8.3. To hand over to BPS by 12 noon on the last day of the correct termination date of the tenancy term whether on its expiration or sooner all keys to the Property. **The Tenant will be responsible to pay the normal daily rent or £50 (whichever the greater) after the end date of this agreement (or when this contract has been terminated correctly and approved by BPS), until the full set of keys are handed to BPS. Written confirmation that keys have been received by BPS can be requested from a BPS agent**

8.4. At the end of the Tenancy, following the return of the Landlord's keys to BPS, if it is deemed necessary by the Landlord or BPS to deduct an amount from the Deposit for the cost of cleaning or to make good any damage caused to the Property or furniture not first stated in the signed/or unsigned Inventory, or for any other outstanding issues, then Landlord or BPS must inform the Tenant(s) in writing after the correct Tenancy expiry date, giving a breakdown of the actual costs incurred (Return of Deposit statement).

8.5. All outstanding utility/services bills (e.g., gas, electric, water, council tax, telephone) must be settled at the tenancy end date, **should the rent be exclusive of these utilities.**

8.6. If the amount of monies that the Landlord or BPS is entitled to deduct from the Deposit under this part exceeds the amount held as the Deposit, the Landlord or BPS may require the Tenant to pay that additional sum to the Landlord or BPS within 14 days of the Tenant(s) receiving that request in writing.

8.7. **Should a Tenant need to cancel this Tenancy Agreement earlier than the tenancy agreement end date, then they may apply for one of the following two options (subject to strict prior arrangement and written approval from BPS and discretion of Landlord): -**

a) It is the Tenant's responsibility to find a suitable replacement Tenant and to forward their details to BPS. (Rent must be paid in full until a new tenancy has been granted by BPS). In exercising Option 'a' BPS will charge the original Tenant a fee of £250 for all reasonable costs and expenses in securing a replacement Tenant.

b) The Tenant may forfeit their Deposit and pay a penalty equivalent to the normal monthly rent paid. Option 'b' is strictly subject to the Landlord and BPS' discretion and if granted by BPS in writing to the Tenant, the penalty & Deposit forfeit is payable on the agreed, authorised and confirmed in writing tenancy move out date.

8.8. Once the Tenancy Agreement has expired or terminated, all future correspondence & enquiries must be made strictly by email (**enquiries@britanniapropertyservices.com**)

8.9. £50 charge (per rental overpayment or any other payment) will be payable by the Tenant to cover the applicable administration charges and expenses incurred in recovering any rent(s) or other associated payment(s) that have been overpaid to BPS. This charge is not payable if BPS were at fault.

THE LANDLORD covenants with the Tenant as follows: -

9. LANDLORDS OBLIGATIONS.

- 9.1. The Tenant(s) may quietly possess and enjoy the Property during the Tenancy without any unlawful interruption from the Landlord or any person claiming or in trust for the Landlord.
- 9.2. To return to the Tenant(s) any rent payable for any period while the Property is rendered uninhabitable by fire or the amount in the case of disputes to be settled by arbitration.
- 9.3. To respect the Tenant(s)' right to privacy in the Property. Where access is required to the Property, notice is to be given to the Tenant(s) so that a mutually convenient time can be agreed (except in cases of emergency). This agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 if applicable to the Tenancy Notice under section 48 under the Landlord and Tenant Act 1987.
- 9.4. To repair and maintain the structure and fabric of the Property, including, electrical equipment, drainage, plumbing, water, gas, and heating installations.
- 9.5. To service gas appliances and to ensure their safe and efficient operation.
- 9.6. To maintain at the Landlord's expense during the term of the Tenancy the Furniture and Fittings in the Property and to repair and replace significantly damaged or broken items, unless damaged due to the negligence or misuse of the Tenant(s) or their visitors.

10. THE LANDLORD & TENANT jointly agree: -

- 10.1. Where there is a clear breach of the tenancy on the part of the Tenant(s), the Landlord/agent is entitled to seek possession of the Property by serving on the Tenant(s) a formal written notice, which describes the grounds under which possession is being sought. The period of notice will be either two weeks or two months, depending on the grounds specified in the notice, in compliance with the provisions of the Housing Act 1988.
- 10.2. If the Landlord sells or transfers his interest in the Property the Tenant(s) shall consent to the transfer of the Deposit and this Tenancy (or the balance of the Deposit) to the purchaser or transferee (subject to the Purchaser agreeing to the full terms of the Tenancy). The Landlord will then be released from any further claim or liability in respect of the Deposit, Tenancy, or any part thereof.
- 10.3. If the Property is destroyed or made uninhabitable by fire or any other risk against which the Landlord's Policy of Insurance has insured, rent shall cease to be payable until the Property is rendered habitable, unless the insurance monies are not recoverable in whole or in part because of act or omission on the part of the Tenant(s) or their visitors.

11. INSURANCE.

- 11.1. The Tenant's possessions are not covered by the Landlord's insurance policies. The Tenant is strongly advised to obtain adequate insurance for any such belongings as soon as they are left in the Property. Neither the Landlord or BPS accept responsibility for the loss/damage of personal belongings, or any other belongings left by the Tenant(s) or associated parties before, during or after the Tenancy.
- 11.2. The Tenant(s) must not do anything that may violate vitiate or increase the premiums on any insurance on the Property against fire or otherwise. The Tenant(s) must neither do nor fail to do anything that may lead to the insurance policy on the Property, Fixtures or Fittings not covering any losses that would otherwise be covered by the policy.

12. THE GUARANTOR

THE GUARANTOR IS THE PERSON OR PERSONS RESPONSIBLE FOR DISCHARGING THE TENANT'S OBLIGATIONS IF THE TENANT DEFAULTS WHETHER THE LANDLORD ELECTS TO PURSUE THE TENANT OR NOT. "JOINT AND SEVERAL" MEANS THAT THE GUARANTOR WILL BE LIABLE WITH THE TENANT TO PAY ALL RENT AND ANY DEBT ARISING FROM ANY BREACH OF THE TENANCY UNTIL ALL DEBT IS PAID IN FULL.

- 12.1. In consideration of the Landlord agreeing at the request of the Guarantor to accept the Tenant as the Tenant of the Premises the Guarantor hereby covenants with the Landlord that the Tenant will pay the Rent and comply with all the Tenant's obligations in this Agreement (including any variations to increase the Rent whether by agreement between the Landlord and the Tenant or pursuant to a notice given by the Landlord under section 13 of the Housing Act 1988). In any case of default by the Tenant, the Guarantor will pay the Landlord damages in respect of the Landlord's reasonable losses incurred as a result of that default.
- 12.2. As between the Landlord and the Guarantor the Guarantor is a principal debtor and not merely a surety.
- 12.3. This Guarantee is irrevocable and shall continue beyond the Guarantor's death or bankruptcy (falling as a liability on the estate) throughout the period that the Premises are occupied by the Tenant and is not limited to the Term of this agreement.
- 12.4. If the Tenant defaults during the initial Term or any extension, renewal or continuation of this agreement or the Tenant is declared bankrupt and the Tenant's Trustee in Bankruptcy elects to disclaim the agreement then on written demand the Guarantor hereby agrees to pay damages to the Landlord for all losses, claims, liabilities, costs and expenses arising out of or in connection with that default or disclaimer or incurred by the Landlord in connection with the default or disclaimer.
- 12.5. It is hereby agreed that the Guarantor's liability under this Clause will be joint and several with the Tenant which means that each will be responsible for complying with the Tenant's obligations under this agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against the Tenant, the Guarantor, or both of them under these clauses. These obligations will not be cleared or affected by any act, neglect, leniency, or giving of time by the Landlord endeavouring to obtain payment or in the enforcement of the Tenant's covenants. If the Tenant surrenders any part of the Premises the Guarantor's liability will continue in respect of the part not surrendered. Any liability accumulated at the date of surrender will continue unaffected.
- 12.6. If requested by the Landlord, the Guarantor agrees to provide written confirmation of their current address at the start of the tenancy and to notify the Landlord in writing if they move to a new address in the course of the tenancy.

“BPS (Britanniapropertyservices.com) Limited” are members of The Property Ombudsman scheme, which provides an Alternative Dispute Resolution Service. For further information go to www.tpos.co.uk.

BPS is contractually obliged to manage the Property hence any problems should be directed to BPS.

The Tenant is hereby notified that notices (including notices in proceedings) can be served on the Landlord in compliance with section 48 (1) of the Landlord & Tenant Act 1987, at the following address:

C/O BRITPROPSERV LTD, 521 BRISTOL ROAD, SELLY OAK, BIRMINGHAM, B29 6AU.

Special Conditions: -

As witness the hands of the parties hereto the day and year first written

Signed by the above named (The Landlord or his/her agent)

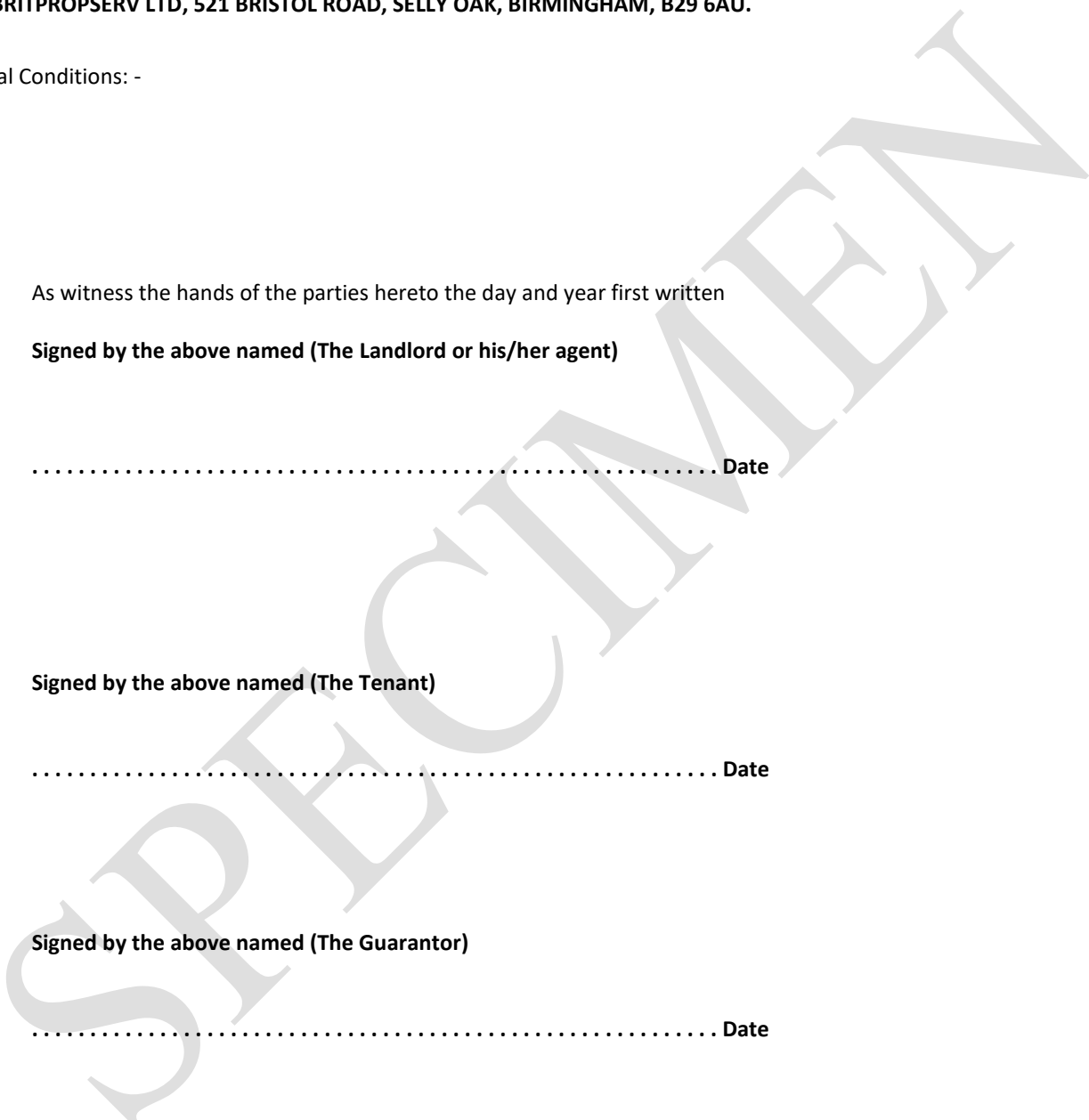
..... **Date**

Signed by the above named (The Tenant)

..... **Date**

Signed by the above named (The Guarantor)

..... **Date**



propertymark

CLIENT MONEY PROTECTION CERTIFICATE

Should a Propertymark Protected agent go into administration or misuse your rent, deposit or other funds, Propertymark will reimburse you whether you are a landlord or a tenant.

This certificate confirms your money is protected by the Propertymark Client Money Protection Scheme and that you can claim back money lost in the event of your letting agent going into administration or misusing your funds.

Your Propertymark Protection

Details of your agent

BritPropServ Ltd

Trading as

Britannia Property Services

Scheme Reference number

C0136095

is a member of Propertymark Client Money Protection Scheme
Arbon House, 6 Tournament Court, Edgehill Drive, Warwick CV34 6LG

HOW TO CLAIM

Simply go to [propertymark.co.uk/complaints/client-money-protection](https://www.propertymark.co.uk/complaints/client-money-protection) and complete the CMP application form. We need to receive your application within 12 months of us being notified that a misappropriation has occurred.

You do not need to prove fraud. You only need to provide supporting evidence that you have not received the money you were legally entitled to, this may be in the form of your tenancy agreement or deposit protection certificate along with bank statements.

Your money is protected throughout the time that your agency is a member of the Propertymark Client Money Protection Scheme. If your agent leaves the scheme, they are required by law to notify you. All agents managing properties in England, Scotland or Wales are legally required to belong to a Government approved Client Money Protection scheme at all times and details of the scheme must be publicly available. If you discover at a later date that money has gone missing during the period of their membership of the scheme, you will still be covered even if they have subsequently left the scheme.

Unfortunately, we cannot make payments for any loss arising from war (whether foreign or civil), terrorism, rebellion, revolution, military uprising or any form of confiscation by the state.

Propertymark, Arbon House, 6 Tournament Court, Edgehill Drive, Warwick, CV34 6LG