



## **GENERAL TENANCY CONDITIONS**

### **TENANT'S OBLIGATIONS**

1. The Tenant will:
  - 1.1 Pay the Rent to the Landlord at the times specified by bank standing order to the Landlord's agents and pay interest at the rate of 4 per centum per annum above the base rate from time to time of National Westminster Banks PLC on any rent in arrears for more than fourteen days calculated from the date upon which such rent was due to be paid to the date upon which it is actually paid
  - 1.2 Pay for all gas and electricity consumed on or supplied to the Premises during the Term and for all charges made for the use of the telephone (if any) on the Premises during the Term and will pay to and indemnify the Landlord against either the whole of any water rates (or if the supply is metered all charges made for the use of water) council tax or similar tax or levy payable by the Landlord during the Term in respect of the Premises or a fair proportion (to be determined by the Landlord) in respect of any property of which the Premises form part and will pay such sum or contribution (as the case may be) at the times prescribed by or under statute and otherwise upon the dates upon which the Rent is payable
  - 1.3 Keep the interior of the Premises during the Term in as good and clean state of repair and decoration as the Premises are in at the commencement of the Term and make good all damage and breakages to the Premises which may occur during the Term (fair wear and tear excepted)
  - 1.4 Not damage or injure the Premises or make any alteration or addition to the Premises
  - 1.5 Permit the Landlord or the Landlord's employees or agents to enter the Premises at all reasonable times to inspect the same and the Landlord's furniture and effects therein (if any) and to carry out works of maintenance or repair to the Premises or elsewhere which the Landlord may consider necessary
  - 1.6 Keep the drains gutters and pipes of the Premises clear the chimneys (if any) swept and the garden (if any) neat and free from weeds
  - 1.7 Keep the windows of the Premises clean and replace all glass broken
  - 1.8 Not assign sublet or part possession of the whole or any part of the Premises
  - 1.9 Not take in any lodger or paying guest without the prior written consent of the Landlord
  - 1.10 Not use the Premises other than for the purposes of a single private dwellinghouse nor carry on or permit to be carried on upon the Premises any profession trade or business whatsoever nor do or suffer to be done in the Premises or elsewhere anything which may be or become a nuisance annoyance or inconvenience to the Landlord or the tenants or occupiers of any neighbouring premises or which may vitiate any insurance to the Premises or increase the premium for such insurance
  - 1.11 Not fix or suffer to be fixed to the exterior or windows of the Premises any notice board notice sign advertisement or poster
  - 1.12 Not without the prior written consent of the Landlord keep or suffer to be kept in the Premises any cat dog or other pet
  - 1.13 Deliver up the Premises to the Landlord at the end of the tenancy in the same good clean state of repair and decoration as they were in at the commencement of the Term (fair wear and tear excepted)
  - 1.14 Not to change alter or add locks to the Premises without the Landlords prior written permission and then to supply the Landlord with a copy of the new key

### **FURNITURE**

2. If the letting includes the use of furniture and effect
  - 2.1 The Tenant will
    - 2.1.1 Not damage or remove from the Premises any of the furniture and effects
    - 2.1.2 Make good all damage and breakages to the furniture and effects which may occur during the Term
    - 2.1.3 Leave the furniture and effects at the end of the Tenancy in the same position as they were in at the commencement of the Term

- 2.1.4 Clean or pay for the cleaning of all carpets furniture linen counterpanes blankets and curtains (if any) included in the letting which shall have been soiled during the Tenancy

## **FORFIETURE**

3. Provided that if the rent or any part thereof shall be in arrear for fourteen days after the same shall have become due whether legally demanded or not or if there shall be a breach of any of the obligations on the part of the Tenant the Landlord may re-enter the Premises or any part thereof in the name of the whole and immediately thereupon the Tenancy shall absolutely determine without prejudice to any other rights and remedies of the Landlord

## **LANDLORDS OBLIGATIONS**

4. The Landlord agrees with the Tenant as follows
- 4.1 To pay and indemnify the Tenant against all rates taxes and assessments and outgoings in respect of the Premises (other than those mentioned in 1.2 above)
- 4.2 That the Tenant paying the Rent and performing the obligations on the part of the Tenant may quietly possess and enjoy the Premises during the Term without any lawful interruption from the Landlord or any person claiming under or in trust for the Landlord

## **MISCELLANEOUS**

- 5.
- 5.1 If the Premises comprise part only of a building the letting shall include the use in common with others of accessways to and from the Premises inside the building
- 5.2 "Premises" in these Conditions includes the Landlord's fixtures and fittings thereon
- 5.3 If a deposit is paid it shall be retained by the Landlord or his agent as security for the performance of the Tenant's obligations and shall be repayable to the Tenant only after the end of the Tenancy and after deduction therefrom of any sums required to compensate the Landlord whether wholly or in part for any breach of obligation on the Tenant's part
- 5.4 If two or more persons are together the Tenant their obligations to the Landlord shall be joint and several
- 5.5 Where the Premises are occupied in part or as a whole with other persons the Tenant agrees to occupy the Premises with the other persons as a single household
- 5.6 References to the masculine gender include the feminine to the singular include the plural and to the "month" mean calendar month
- 5.7 The Tenant agrees to permit the Landlord or the Landlord's employees or agents to enter the Premises at reasonable times to allow the Premises to be shown to prospective tenants

## **SPECIAL TENANCY CONDITIONS**

There shall be incorporated into this Agreement such of the provisions set out below in this Condition 6 as the Tenant shall have initialled in the boxes set out below against those provisions but otherwise these provisions do not form part of the Agreement

6.1 The Landlord hereby gives the Tenant notice that possession of the Premises might be recovered on Ground 1(b) of part 1 of Schedule 2 to the Housing Act 1988 namely if the Landlord seeking possession of at least one of them should require the Premises as his or his spouse's only or principal home in circumstances in which neither that Landlord (or in the case of joint landlords any one of them) nor any person who as landlord has acquired the reversion on the tenancy for money or money's worth

6.2 The Landlord hereby gives the Tenant notice that possession may be recovered on ground 2 of Part 1 of Schedule 2 to the Housing Act 1988 namely if (as the Premises are subject to a mortgage granted before the tenancy) the mortgagee should become entitled to exercise a power of sale and should require possession of the Premises for the purpose of disposing of it with vacant possession