

SF/8

Assured Shorthold Tenancy Agreement

THIS TENANCY AGREEMENT (the "Agreement") dated this 14th day of January, 2019

BETWEEN:

Mr John Dolan



- AND -

Address:

(Sole tenant) Stephen Flattery

STEPHEN Flattery

Telephone: [Redacted]

(the "Tenant")

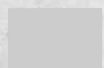
54 woolgrove road  
Hitchin  
A  
SG4 0AZ

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

**BACKGROUND:**

- A. This is an agreement to create an Assured Shorthold Tenancy as defined in Section 19A of the Housing Act 1988 or any successor legislation as supplemented or amended from time to time and any other applicable and relevant laws and regulations.
- B. The Landlord is the owner of residential property available for rent and is legally entitled to grant this tenancy.



**Let Property**

1. The Landlord agrees to let to the Tenant, and the Tenant agrees to take a tenancy of the flat, known as and forming [REDACTED] (the "Property"), for use as residential premises only. Neither the Property nor any part of the Property will be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as the Tenant's only or principal private single-family residence.
2. Subject to the provisions of this Agreement, apart from the Tenant, no other persons will live in the Property without the prior written permission of the Landlord.
3. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.
4. No pets or animals are allowed to be kept in or about the Property.
5. Subject to the provisions of this Agreement, the Tenant is entitled to the use of the following parking on or about the Property: On street residents permit parking.
6. The Property is provided to the Tenant without any furnishings.
7. The Tenant and members of Tenant's household will not smoke anywhere on the Property nor permit any guests or visitors to smoke on the Property.

**Term**

8. The term of the tenancy commences on 5/12/2020 and ends on 5/12/2023 (the "Term").
9. Notwithstanding that the Term commences on possession of the Property at \_\_\_\_\_
10. Should neither party have brought the Tenancy to an end at or before the expiry of the Term, then a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Agreement but will be terminable upon the Landlord giving the Tenant the notice required under the applicable legislation of England (the "Act").

**Rent**

11. Subject to the provisions of this Agreement, the rent for the Property is £ 400 per month (the "Rent").
12. The Tenant will pay the Rent in advance, on or before the 15th of each month of each and every month of the Term to the Landlord at [REDACTED] or at such other place as the Landlord may later designate by cash or standing order.
13. The Landlord may increase the Rent for the Property upon providing to the Tenant such notice as required by the Act.

**Security Deposit**

14. On execution of this Agreement, the Tenant will pay the Landlord a security deposit of £500 (the "Security Deposit").
15. No interest will be received on the Security Deposit.
16. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Agreement but no deduction will be made for damage due to fair wear and tear nor for any deduction prohibited by the Act.
17. During the Term or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
  - a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
  - b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
  - c. unplugging toilets, sinks and drains;
  - d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
  - e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
  - f. any other repairs or cleaning due to any damage beyond fair wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
  - g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
  - h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls; and

24. At all reasonable times during the Term and any renewal of this Agreement, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.

**Renewal of Agreement**

25. Upon giving written notice no later than 60 days before the expiration of the Term, the Tenant may renew this Agreement for an additional term. All terms of the renewed agreement will be the same except for this renewal clause.

**Tenant Improvements**

26. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
  - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
  - c. removing or adding walls, or performing any structural alterations;
  - d. installing a waterbed(s);
  - e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
  - f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
  - g. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

**Utilities and Other Charges**

27. The Tenant is responsible for the payment of all utilities in relation to the Property.

**Insurance**

28. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.
29. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Property for either damage or loss, and the Tenant assumes no liability for any such loss.
30. The Tenant is responsible for insuring the Property for damage or loss to the structure, mechanical or improvements to the building of the Property for the benefit of the Parties.

Such insurance should include such risks as fire, theft, vandalism, flood and disaster.

31. The Tenant is responsible for insuring the Property for liability insurance for the benefit of the Parties.
32. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.

Absences

33. The Tenant will inform the Landlord if the Tenant is to be absent from the Property for any reason for a period of more than 14 days. The Tenant agrees to take such measures to secure the Property prior to such absence as the Landlord may reasonably require and take appropriate measures to prevent frost or flood damage.
34. If the Tenant no longer occupies the Property as its only principal home (whether or not the Tenant intends to return) the Landlord may, at its option, end the tenancy by serving a Notice to Quit that complies with the Act.
35. If the Tenant has abandoned the Property and the Landlord is unsure whether the Tenant intends to return, the Landlord is entitled to apply for a court order for possession.
36. If the Tenant has abandoned or surrendered the Property and the Landlord feels that the Property is in an insecure or urgent condition, or that electrical or gas appliances could cause damage or danger to the Property then the Landlord may enter the Property to carry out urgent repairs. If the locks have been changed for such urgent security reasons, the Landlord must attempt to provide notice to the Tenant of the change in locks and how they can get a new key.
37. If there is implied or actual surrender of the Property by the Tenant, the Landlord may, at its option, enter the Property by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, let the Property, or any part of the Property, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such letting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realised by the Landlord by means of the letting. Implied surrender will be deemed if the Tenant has left the keys behind or where the

Tenant has ceased to occupy the Property and clearly does not intend to return.

38. If the Tenant has abandoned or surrendered the Property and the Tenant has left some belongings on the Property, the Landlord will store the Tenant's possessions with reasonable care for a reasonable period of time taking into consideration the value of the items and cost to store them. Once the cost of storage is greater than the value of the items, such items may be disposed of by the Landlord.

**Governing Law**

39. This Agreement will be construed in accordance with and governed by the laws of England and the Parties submit to the exclusive jurisdiction of the English Courts.

**Severability**

40. If there is a conflict between any provision of this Agreement and the Act, the Act will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.
41. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Such other provisions remain in full force and effect.

**Amendment of Agreement**

42. This Agreement may only be amended or modified by a written document executed by the Parties.

**Assignment and Subletting**

43. The Tenant will not assign this Agreement, or sublet or grant any concession or licence to use the Property or any part of the Property. Any assignment, subletting, concession, or licence, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Agreement.

**Additional Provisions**

44. The tenant must take out insurance for a consequential lost policy for the flat incase of any accidents or damage done by flood to downstairs flat 8b

Flat must be kept in good state of cleanliness & hygiene including windows  
And where possible maintained including front garden area weeded and swept free of litter.

- 45. No pets to be allowed at the property

No smoking is permitted in the property

Tenant to be responsible to pay all domestic bills relating to the property  
I.e gas, electric, water, council tax, broadband & tv services, and own household contents insurance.

- 46. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Damage to Property**

- 47. If the Property should be damaged other than by the Tenant's negligence or wilful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Agreement by giving appropriate notice.

**Care and Use of Property**

- 48. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property.
- 49. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
- 50. The Tenant will not park (or allow to be parked) any caravan, boat or vehicle by the Property, if such parking, in the reasonable opinion of the Landlord, would cause nuisance or annoyance to neighbours or to anyone nearby.
- 51. The Tenant will keep the Property in good repair and condition and in good decorative order.
- 52. The Tenant or anyone living with the Tenant will not engage in any illegal trade or activity on or about the Property including, but not limited to, using the Property for drug storage, drug dealing, prostitution, illegal gambling or illegal drinking.

53. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
54. If the Tenant is absent from the Property and the Property is unoccupied for a period of 14 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of this said person.
55. At the expiration of the Term, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and damages by the elements excepted.

**Hazardous Materials**

56. The Tenant will not keep or have on the Property any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company.

**Rules and Regulations**

57. The Tenant agrees to obey all reasonable rules and regulations implemented by the Landlord from time to time regarding the use and care of the Property and of the building, which will include any car park and common parts or facilities provided for the use of the Tenant and other neighbouring proprietors.

**Termination of Tenancy**

58. The Landlord may terminate the tenancy by service on the Tenant of a notice pursuant to any ground provided under the Act. The Landlord may serve such notice either:
- a. to terminate the tenancy at its end date (e.g. a Section 21 notice to quit),
  - b. to terminate the tenancy where the Tenant has broken or not performed any of his obligations under this Agreement (e.g. a Section 8 notice of seeking possession), or
  - c. to terminate the tenancy for any other ground provided in the Act (e.g. landlord is seeking to live on the property again).

**Address for Notice**

59. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below. After this tenancy has been terminated, the contact information of the Tenant is:



- a. Name: STEPHEN FIAHELM, (CO TENANT [REDACTED])
- b. Phone: [REDACTED]
- c. Email: flatsroofingservices@outlook.com.
- d. Post termination notice address:  
\_\_\_\_\_

60. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

- a. [REDACTED]
- b. [REDACTED]

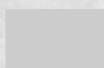
The contact information for the Landlord is:

- c. [REDACTED]
- d. [REDACTED]

61. The Landlord or the Tenant may, on written notice to each other, change their respective addresses for notice under this Agreement.

**General Provisions**

- 62. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Agreement will not operate as a waiver of the Landlord's rights under this Agreement in respect of any subsequent defaults, breaches or non-performance by the Tenant of its obligations in this Agreement and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
- 63. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assignees, as the case may be, of each Party to this Agreement. All covenants are to be construed as conditions of this Agreement.
- 64. All sums payable by the Tenant to the Landlord pursuant to any provision of this Agreement will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.



65. Where there is more than one Tenant executing this Agreement, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Agreement.
66. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
67. If the Tenant moves out prior to the natural expiration of this Agreement, a relet levy of £700.00 will be charged to the Tenant.
68. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
69. This Agreement and the Tenant's leasehold interest under this Agreement are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Property by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.
70. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
71. Time is of the essence in this Agreement.
72. This Agreement will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either Party except to the extent incorporated in this Agreement.
73. The Tenant will indemnify and save the Landlord, and the owner of the Property where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the Term will survive the termination of the Agreement, notwithstanding anything in this Agreement to the contrary.

74. The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Property of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.
  
75. The Tenant is responsible for any person or persons who are upon or occupying the Property or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Property for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.
  
76. During the last 30 days of this Agreement, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'To Let' or 'Vacancy' signs on the Property and the Tenant agrees to allow the Landlord or its agents reasonable access to the Property at reasonable times for the purpose of displaying such signs upon the Property.

John Dolan

IN WITNESS WHEREOF ~~John Dolan~~, ( Sole tenant ) Stephen flattery have duly affixed their signatures on this 14th day of January, 2019.

John Dolan

~~Witness~~  
LANDLORD

Address  
[Redacted]

*John Dolan*

STEPHEN FLATTERY

~~Witness~~: TENANT

Address  
[Redacted]

TENANTS

*Stephen Flattery*

Witness:

Address  
[Redacted]

Odette trimble hulcup

The Tenant acknowledges receiving a duplicate copy of this Agreement signed by the Tenant and the Landlord on the        day of

*Stephen Flattery*  
( Sole tenant ) Stephen flattery