



## **Assured Shorthold Tenancy Agreement**

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**FOR**

**35, Green Acre, Durham, DH1 1JA**

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Tenants:

Lead Tenant

Second Tenant

## Particulars

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**RENT = £ 10,428.56**

**OASIS PROPERTIES (THE LANDLORD'S MANAGING AGENT)**

**ASSURED SHORTHOLD TENANCY OF 35, Green Acre, Durham, DH1 1JA, United Kingdom  
("THE PREMISES")**

**(Deposit held by Oasis Properties and protected under the Dispute Resolution/Tenancy  
Deposit Scheme)**

This Agreement is made on 05/10/2023 ("the Agreement")

### **PARTIES**

Mrs Property Owner  
("the Landlord")

And Tenants:

Name : Mr Lead Tenant  
Email : first.tenant@email.com  
Phone : 07405551900  
Address : 1 More Avenue, London, EC2A 2EX, United Kingdom

Name : Mr Second Tenant  
Email : second.tenant@email.com  
Phone : 07474567888  
Address : 2 Fleet Place, London, EC2A 2EX, United Kingdom

("the Tenant" which expression shall where the context so admits include the persons deriving title under the Tenant and where the Tenant is more than one person the liability of the Tenant under this Agreement will be joint and several)

## AGREED TERMS

- 1 In consideration of the Tenant's obligations set out in this Agreement, the Landlord lets the Premises to the Tenant for the Term ("the Tenancy")
- 2 The Term shall be the period of 365 days from and including 1pm 01/07/2024 ("the Commencement Date") and expiring 9am 01/07/2025
- 3 The Tenant shall pay to the Landlord rent of £ 10,428.56 ("the Rent") (inclusive of Electricity, Water for the Premises) payable in advance as per the Rent Schedule below.

### Rent Schedule

Tenant number	Tenant name
1	Mr Lead Tenant
2	Mr Second Tenant

Charge date	Tenant number		Sub-total
	1	2	
01/07/24	938.57	938.57	1,877.14
01/10/24	1,668.57	1,668.57	3,337.14
01/01/25	1,668.57	1,668.57	3,337.14
01/05/25	938.57	938.57	1,877.14
<b>Sub-total</b>	<b>5,214.28</b>	<b>5,214.28</b>	<b>10,428.56</b>

All amounts are in GBP (£)

- 4 The liability to pay Council Tax applies to the Tenant even where the Tenant is not billed for Council Tax. If the liability to pay Council Tax changes so that the Landlord becomes or ceases to be liable for whatever reason the Rent will be varied as shown in clause 16.3. If the Premises is not eligible for Council Tax exemption because any of the persons named as the Tenant does not qualify for this exemption or fails to apply for it then the Tenant (or if more than one the liability will be joint and several) is responsible for paying the full amount of the Council Tax. Where the Council Tax is payable in respect of the Premises and other properties, a fair and just apportionment should be made to establish the amount payable in respect of the Premises.
- 5 The first payment of Rent will be made by the Tenant in line with the payment schedule.
- 6 This Agreement creates an assured shorthold tenancy as defined in section 20 of the Housing Act 1988.
- 7 The tenancy shall include the Landlord's fixtures and fittings, furniture and effects in the Premises ("the Fixtures and Fittings").
- 8 The maximum permitted number of occupiers is 2. The Tenant must not allow this

number to be exceeded.

- 9 The Deposit will be dealt with as follows:
- 9.1 The Deposit of £ 0 shall be paid to the Landlord on the signing of this Agreement.
- 9.2 The Deposit is paid to the Landlord's Agent Oasis Properties ("the Agent") by or on behalf of the Tenant.
- 9.3 The Deposit has been paid/contributed towards by a third party on behalf of the Tenant as set out in the attached schedule headed "Payments by Third Parties towards Deposit" which includes the third party's name, address, telephone number, email, amount paid and the name of the Tenant on whose behalf the payment was made.
- 9.4 The Deposit is held by the Agent as stakeholder. The Agent is a member of the Mydeposits This means that the Agent cannot part with the Deposit except as agreed between the Landlord and the Tenant or as ordered by the Court.
- 9.5 If the Premises is sold or where the Agent manages the Premises if he ceases to manage it, the Agent may pay the Deposit to a person who is a member of the Tenancy Deposit Scheme (operated by the Dispute Service) to arrange to protect it under one of the other authorised tenancy deposit protection schemes even though the Agent holds the Deposit as stakeholder.
- 9.6 The Deposit is security for the Landlord in respect of:-
- 9.6.1 Any instalment of Rent or any other monies payable under this Agreement which may be due but remain unpaid.
- 9.6.2 Any damage to the Premises or the fixtures and fittings which the Tenant may be liable.
- 9.6.3 Any sum repayable by the Landlord to the local authority where housing benefits have been paid direct to the Landlord by the local authority.
- 9.6.4 Damages payable for any other breach on the part of the Tenant of the Tenant's obligations under this Agreement.
- 9.6.5 Any other permitted payment payable by the Tenant to the Landlord under Schedule 1 to the Tenant Fees Act 2019 which remains unpaid and which the Tenant is liable to pay.
- 9.7 Any interest earned on the Deposit will belong to the Landlord.
- 9.8 Without prejudice to clauses 9.9 the Deposit shall be returned to the Tenant after the Tenant has vacated the Premises, following the expiration or determination of the Tenancy but after deducting all such rent monies, loss expenses and sums referred to in clause 9.6 (if any).
- 9.9 Where the Tenant has been in receipt of housing benefit, if at any time during the Term that benefit has been paid direct to the Landlord by the local authority, the Landlord reserves the right to withhold the Deposit until such time as the Landlord is satisfied that no part of such benefits are repayable to the local authority.
- 9.10 At the end of the Tenancy the following provisions shall apply:
- 9.10.1 The Agent must tell the Tenant within 10 working days of the end of the tenancy if

they propose to make any deduction from the Deposit.

- 9.10.2 If there is no dispute the Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- 9.10.3 The Tenant should try to inform the Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 10 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the Premises. The Scheme's Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of MyDeposits and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- 9.10.4 If, after 10 working days following notification of a dispute to the Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to clause 8.10.5 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- 9.10.5 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by paragraphs 9.10.1 to 9.10.3 above.
- 10 The Tenant agrees with the Landlord as follows:
- 10.1 To pay the rent according to the terms of this Agreement by way of standing order into such account as the Landlord or the Agent shall notify the Tenant in writing. The Tenant acknowledges that the Rent is automatically due on the dates set out in this Agreement and that the Landlord does not need to demand payment of it.
- 10.2 Not to reduce any payment due to the Landlord (whether Rent or otherwise) by making any deduction from it or by setting any sum off against it.
- 10.3 To pay the Landlord interest at the rate of 3% per annum above the base rate from time to time of the Bank of England on any Rent due under this Agreement that is paid more than 14 days after the date on which the payment became due. Interest will be payable from the date the Rent should have been paid until the date it is actually paid and all payments will be first apportioned to accrued or accruing interest.
- 10.4 To pay to the Landlord all reasonable costs and expenses incurred by the Landlord (including but not limited to the costs and fees of the Landlord's solicitors and other professional advisers) in respect of (i) the recovery from the Tenant of any Rent or any other money which is arrears (ii) the enforcement of any of the provisions of this Agreement (iii) the service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement whether in any case the same shall or shall not result in court proceedings, except to the extent that this would amount to a breach of section 1 of the Tenant Fees Act 2019.
- 10.5 That where the Tenant comprises more than one person, the obligations and liabilities of the Tenant under this Agreement are joint and several and that the default of one person will be the default of all of them. The Tenant acknowledges and accepts that this means that where the Tenant is more than one person, they will all be liable for all sums due under this Agreement, not just liable for a proportionate part.
- 10.6 To use the Premises as a private residential dwelling house and not to use the

- Premises for the purposes of conducting a business.
- 10.7 Not to keep any pets or any other animals or birds on or in the Premises without the prior written consent of the Landlord (such consent not to be unreasonably withheld).
  - 10.8 To keep the Fixtures and Fittings in at least as good condition as they were at the start of the tenancy throughout the Term (fair wear and tear and damage by fire or any other risk against which the Landlord insures excepted unless the same shall result from any fault or negligence of the Tenant or any other person residing or sleeping in or visiting the Premises).
  - 10.9 To keep the interior of the Premises in at least as good condition as it was at the start of the tenancy throughout the Term (fair wear and tear and damage by fire or any other risk against which the Landlord insures excepted unless the same shall result from any fault or negligence of the Tenant or any other person residing or sleeping in or visiting the Premises).
  - 10.10 To make good any damage to the Premises caused by any act or omission (including negligence) of the Tenant or any other person residing or sleeping in or visiting the Premises for whom the Tenant is responsible (fair wear and tear and damage by fire or any other risk against which the Landlord insures excepted unless the same shall result from any fault or negligence of the Tenant or any other person residing or sleeping in or visiting the Premises).
  - 10.11 To repair or replace any of the Fixtures and Fittings which have been broken lost, stolen, damaged or destroyed during the Term caused by any act or omission (including negligence) of the Tenant or any other person residing or sleeping in or visiting the Premises for whom the Tenant is responsible (fair wear and tear and damage by fire or any other risk against which the Landlord insures excepted unless the same shall result from any fault or negligence of the Tenant or any other person residing or sleeping in or visiting the Premises).
  - 10.12 To promptly replace all broken glass at the Premises where the Tenant causes the breakage.
  - 10.13 To permit the Landlord, the Agent or the Landlord's agents and all other persons authorised by the Landlord with or without workmen and others and with all necessary equipment at all reasonable times (upon giving at least 24 hours written notification of their intention to do so except in the case of emergency) to enter upon the Premises and to examine the condition and use of the same and the Fixtures and Fittings or to carry out routine checks or for the purpose of inspecting repairing, maintaining, decorating, improving or altering the same or to maintain, repair, alter, improve or rebuild any adjoining or neighbouring property or to maintain, repair or replace the Fixtures and Fittings or for the purpose of complying with any obligations imposed on the Landlord by law or to carry out the recommendations or requirements of the local authority or any accreditation scheme of which the Landlord is a member.
  - 10.14 Not to do anything as a result of which any policy of insurance on the Premises or on the Fixtures and Fittings may be cancelled or voided or which results in the rate of the premium on any such policy being increased.
  - 10.15 Not to assign the Tenancy or the Premises without the Landlord's prior written consent (such consent not to be unreasonably withheld).
  - 10.16 Not to underlet or part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises.

- 10.17 Not to take in lodgers or paying guests.
- 10.18 Upon not less than 24 hours' written notice, to permit the Premises to be viewed at all reasonable times by any person who is, or is acting on behalf of a prospective purchaser or tenant of the Premises who is authorised by the Landlord or the Agent.
- 10.19 Not to use the Premises for any illegal or immoral purpose.
- 10.20 Not to store or bring on the Premises any articles of an especially combustible, inflammable or dangerous nature (other than usual household items).
- 10.21 Not to keep or use in the Premises any paraffin heater, liquid petroleum gas heater or portable heater.
- 10.22 Not to bring any furniture onto the Premises without the Landlord's prior written consent (such consent not to be unreasonably withheld) and in any event not to bring any article onto the Premises which does not comply with the relevant safety legislation and regulations for furniture and furnishings (details of these regulations may be obtained from the local authority, fire authority or Trading Standards office). Any furniture belonging to the Tenant must be removed from the Premises at the end of the Term.
- 10.23 If the Tenant does not remove any furniture or items belonging to him at the end of the Tenancy, the Tenant agrees that the Landlord will be entitled to remove and store such furniture and items for a maximum period of one month and the Landlord will take such steps to notify the Tenant at the last known address. If such items are not collected within one month then the Landlord will be entitled to treat such items as abandoned and can dispose of them as he sees fit without reference to the Tenant.
- 10.24 Not to do upon or in connection with the Premises anything which may be a nuisance or annoyance or inconvenience to the occupiers of any neighbouring or adjoining or adjacent property or the owners or occupiers of such property. This also applies to the Tenant's guests and/or visitors to the Premises so that the Tenant will be responsible for their guests and/or visitors.
- 10.25 Not to hold or conduct any social gathering and not to play or use a piano, gramophone, stereo, radio or television or other musical or electrical instrument or other means of reproducing music or sound in such manner as to cause or likely to cause any nuisance or inconvenience to the occupiers of any neighbouring or adjoining or adjacent property or the owners or occupiers of such property. This also applies to the Tenant's guests and/or visitors to the Premises so that the Tenant will be responsible for their guests and/or visitors.
- 10.26 To notify the Landlord in writing within seven days if any utility supplier is changed giving the full name of the new utility supplier, the contact details (address, telephone and email), the reference number and the name or names of the new account holder or holders.
- 10.27 Not to install or change any locks in the Premises without the Landlord's prior written consent (such consent not to be unreasonably withheld).
- 10.28 If any lock is installed or changed in the Premises without the Landlord's prior written consent then to forthwith remove the same if so required by the Landlord and to make good the resulting damage and if the Tenant does not comply with the Landlord's request within three working days, the Landlord will be entitled to remove the lock and replace it.

- 10.29 Not to remove any of the Fixtures and Fittings from the Premises or store the same in the basement or cellar (if any) and upon vacating the Premises to leave the same in the same places in which they were on the Commencement Date.
- 10.30 To notify the Landlord promptly in writing of any items of defect or disrepair in the Premises or the Fixtures and Fittings which the Landlord is responsible for repairing.
- 10.31 Not to make any alterations in or additions to the Premises without the Landlord's prior written consent (such consent not to be unreasonably withheld and such consent shall be reasonably withheld if the Landlord is not satisfied that the Tenant will reinstate the alterations or remove the additions at the end of the Term if the Landlord so requires).
- 10.32 Not without the prior written consent of the Landlord to decorate the Premises other than the redecorating of the interior of the Premises to a professional standard with the same colour and quality of paint as the Premises were decorated with as at the Commencement Date (such consent not to be unreasonably withheld)
- 10.33 Before leaving the Premises vacant at any time otherwise than for short periods during the Term, to ensure that the stop cock is turned off and that the gas and electricity supplies are turned off at the mains.
- 10.34 Not to tamper or interfere with or alter the electrical, gas, plumbing, heating, fire alarm or security systems or any meters or installations in or serving the Premises.
- 10.35 Not to do anything which may create a fire or safety hazard in or at the Premises including not smoking where this is prohibited. This includes not overloading electrical sockets. This also applies to the Tenant's guests and/or visitors to the Premises so that the Tenant will be responsible for their guests and/or visitors.
- 10.36 To keep the Premises including any garden or yard in a clean and tidy condition throughout the Term which includes keeping the windows clean both inside and out.
- 10.37 Not to place or exhibit any aerial satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same so as to be visible from the exterior.
- 10.38 To take all appropriate precautions including any such as may be reasonably required from time to time by the Landlord to prevent damage occurring to any installations in the Premises which may be caused by frost including providing adequate heat.
- 10.39 To be responsible for the supply and fitting of light bulbs/spotlights in the Premises.
- 10.40 To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of dustbins to ensure that all rubbish is placed and kept inside plastic bin liners inside such dustbins.
- 10.41 To comply with all local authority requirements relating to refuse disposal and recycling including when to put out and take in any bin.
- 10.42 To ensure that all rooms in the Premises are kept properly ventilated including the bathrooms when any showers are in use and any room in which any wet or damp clothes, towels or bedding are being dried or aired.
- 10.43 Not to dispose of any fat, rice or other similar matter into the drain, sinks or waste pipes in or serving the Premises to prevent them from being blocked.



- 10.44 To keep the garden and drain gullies clear of leaves and litter.
- 10.45 To clear any blockages and stoppages to any drain, sink, bath, shower, toilet or other waste pipe or media in or serving the Premises which has resulted from any misuse by the Tenant or from any breach of the terms of this Agreement. This also applies to the Tenant's guests and/or visitors to the Premises so that the Tenant will be responsible for their guests and/or visitors.
- 10.46 If there is any vermin in the Premises or bug infestation to notify the Landlord immediately in writing and to take reasonable steps as may be necessary to eradicate the vermin or bug infestation but not extending to the employment of a contractor to do so unless the Tenant opts to employ a contractor. This will not involve the Tenant in any works or repairs to the structure or fabric of the Premises which the Landlord will deal with in accordance with advice that he receives from an appropriate specialist.
- 10.47 If the Premises is broken into, to report the break in to the Police and contact the Landlord immediately with the crime number and not to arrange for the Premises to be boarded up or repaired without the Landlord's prior written consent or use a contractor to board up or repair the Premises unless that contractor is approved by the Landlord in writing. The Landlord will be entitled to withhold reimbursing any costs that the Tenant incurs if the Tenant does not provide the Landlord with a crime number or if the contractor is not approved by the Landlord.
- 10.48 To leave the Premises in a safe and secure condition when the Premises is unattended at any time.
- 10.49 To make good any damage caused to any paintwork/wallcovering at the Premises by the use of blu tac or any similar adhesive substance.
- 10.50 To immediately forward to the Landlord any post or notices addressed to the Landlord received at the Premises.
- 10.51 On the Commencement Date arrange for all accounts for gas, electricity, and telephone for the Premises to be transferred into the name of the Tenant.
- 10.52 To ensure that the final readings are taken in respect of the gas, electricity and telephone supplies to the Premises immediately before the Tenants vacate the same.
- 10.53 To comply with all requirements imposed by law in respect of the Premises (except for any which the Landlord is solely obliged to observe) and not do anything which is a breach of any licence (including any HMO licence) affecting or relating to the Premises.
- 10.54 To leave the Premises by the end of the Term.
- 10.55 To deliver the Premises at the end of the Tenancy in at least as good of a condition as they were at the start of the tenancy (fair wear and tear excepted) and in accordance with the Tenant's agreements and obligations in this Agreement and to deliver all the keys or other security devices to the Premises to the Landlord. The Tenant will pay the reasonable costs for replacing any key(s) or other security device(s) not returned to the Landlord at the end of the Tenancy.
- 10.56 To return the Fixtures and Fittings to the Landlord at the end of the Tenancy in the same state (fair wear and tear excepted) as they were at the Commencement Date (unless an item has been replaced during the Term in which case the same state as that item was in when it was brought into the Premises).

- 10.57 To provide the Landlord on request by him after the tenancy has ended, satisfactory documentary evidence of payment of all utilities in respect of the Premises.
- 10.58 Consents to the disclosure of information concerning any of us to the Landlord by any utility supplier, local authority or educational institution which is relevant to this Tenancy or the Premises.
- 10.59 Consents to the disclosure of information concerning any of us by the Landlord to any prospective landlord, credit rating agency, tenants reference agency, utility service, local authority, or educational institution which relates to the Tenancy or the Premises
- 11 The Tenant agrees to be responsible for all act or omission (including negligence) of any of the Tenant's guests and/or visitors to the Premises insofar as such act or omission results in there being a breach of any of the agreements or obligations on the Tenant's part in this Agreement.
- 12 The Landlord agrees with the Tenant that the Tenant paying the rent and performing and observing the agreements and obligations on the Tenant's part in this Agreement shall peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under through or in trust for the Landlord.
- 13 The Landlord and Tenant agree that if at any time (i) the Rent or any part of the Rent shall remain unpaid for 28 days after becoming payable (whether formally or legally demanded or not) or (ii) if any agreement or obligation on the Tenant's part shall not be performed or observed or (iii) if any of the circumstances specified in grounds 8, 10, 11 or 12 in schedule 2 to the Housing Act 1988 occur, then the Landlord may re-enter upon the Premises and on so doing the Tenancy shall come to an end but without prejudice to the right of action of the Landlord in respect of the breach of the Tenant's agreements and obligations. This right of re-entry must not be exercised by the Landlord without a court order whilst anyone is residing in the Premises or whilst the Tenancy is an assured shorthold tenancy.
- 14 The Landlord and Tenant agree as follows:
- 14.1 Any agreements or obligation on the part of the Tenant (however expressed) to do or not to do any particular act or thing shall also be constructed as an obligation on the part of the Tenant not to permit or allow the same.
- 14.2 This Agreement shall take effect subject to provisions of section 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). This makes the Landlord responsible for the structure and exterior of the Premises and for the installation of the supply of water gas and electricity at the Premises and for space heating and lighting.
- 14.3 The Landlord shall be entitled to have and retain keys for the Premises.
- 14.4 The Landlord shall be entitled to recover the reasonable costs from the Tenant for replacing any key(s) or other security device(s) in consequence of the tenant losing any key(s) or other security device(s). This may include in certain circumstances a charge for the Landlord's time which will be charged at £15 per hour (including VAT).
- 14.5 The Landlord shall be entitled to recover the administration/other costs amounting to £50.00 (including VAT) or if greater, the reasonable costs properly incurred evidenced in writing in respect of any variation of this agreement requested by the Tenant.
- 14.6 If the Premises are destroyed or damaged by fire or any other risk against which the

Landlord insures so as to be unfit for occupation and use, then payment of Rent shall be suspended until the Premises are reinstated and rendered habitable, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant.

- 14.7 Where the Landlord is entitled to do anything at the cost or expense of the Tenant the Tenant shall pay the amount incurred to the Landlord within 14 days of a written demand or the Landlord may deduct the same from the Deposit.
- 14.8 Reference to the "Premises" include reference to any part of the Premises and the curtilage of the same and references to the Fixtures and Fittings including reference to any of them or any substituted item
- 14.9 Reference to the "Term" or the "Tenancy" include any extension or continuation thereof or any statutory periodic tenancy which may arise following the expiry or determination of the period of the Term specified in clause 2.
- 14.10 References in this Agreement to "water charges" include references to sewage and environmental service charges.
- 14.11 The provisions of section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) shall apply to any notice authorised or required to be served under this Agreement or under any Act of Parliament relating to the Tenancy.
- 14.12 The "Tenant" includes any permitted assignee of the Tenancy and the "Landlord" includes any successor to the Landlord
- 14.13 The Landlord notifies the Tenant pursuant to section 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is Oasis Properties, 39 Otley Road, Headingley, Leeds LS6 3AB.
- 15 This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.
- 16 Bills inclusive: Electricity, Water

**16.1 FAIR USAGE POLICY**

The tenants will be subject to compliance with a Fair Usage Policy as set out in Schedule 1 to this agreement.

If the tenants exceeds the allowances set out with the Fair Usage Policy at Schedule 1 then Party A are entitled to charge Party B for any additional usage at the relevant rates.

**16.2 TERMINATION**

Oasis Properties may terminate this agreement if the tenants materially breaches any term of the agreement with immediate effect by giving written notice to the tenants:

Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination.

**16.3 COUNCIL TAX – VARIATION OF RENT**

Any change in the amount of rent under this Clause shall be payable from the day after the change of circumstances relating to Council Tax takes effect. The

circumstances where a variation shall occur are as follows:-

- 16.3.1 Where the Tenant (or a third party) was previously liable to pay the Council Tax for the Premises (or would have been but for the Premises being exempt from Council Tax) but the Landlord becomes liable then the Rent for the Premises shall be increased by a sum equivalent to the amount of Council Tax payable for the Premises by the Landlord as a result following the change taking effect.
- 16.3.2 Where the Landlord was previously liable to pay the Council Tax for the Premises but the Tenant (or a third party) becomes liable (including a case where the Landlord became liable following the removal of an exemption but the Premises subsequently again becomes exempt) the Rent shall be reduced by a sum equivalent to the amount of the Council Tax for the Premises which the Landlord was paying immediately before the change took effect.
- 16.3.3 Where the Landlord is liable to pay the Council Tax if the amount of Council Tax payable for the Premises is increased or reduced for any reason then the Rent shall be increased or reduced by a sum equivalent to the increase or the reduction (as the case may be) including an increase or reduction in the amount of Council Tax for a change in banding or the application or removal of a discount or disregard or change in the amount of any discount.
- 16.3.4 This Clause shall be applied in accordance with any determinations made by the local authority (or the First Tier Tribunal) and the Landlord shall notify the Tenant of the revised rent payable as soon as is practicable after any change in circumstances and any underpayment or overpayment in consequence shall be payable no later than 14 days after the date of such notification. Refunds of overpayments can be credited against the Rent at the option of the Landlord.
- 16.3.5 The Tenant shall be entitled to request copies of any related notifications or correspondence with the local authority or First Tier Tribunal.
- 16.3.6 If the Premises is part only of a dwelling then if there is a change of circumstances in respect of the dwelling this Clause shall apply proportionately to increase or reduce the Rent.
- 16.3.7 The provisions of this Clause shall be applied retrospectively if need be in the event of any change in liability, application or removal of an exemption, or change in the amount of Council Tax payable and time shall not be of the essence.
- 16.3.8 When calculating the amount of any variation in the Rent under this Clause both the rent and Council Tax shall be annualised before being converted in to a daily rate.
- 16.3.9 The daily rate of the Council Tax shall then be added or subtracted from the daily rent as required.
- 16.3.10 The resulting amount shall be multiplied by the number of days in the rental period in which the change in circumstances applies.

In this Clause "dwelling" means a building or part of a building to which a band is assigned for Council Tax purposes under the Local Government and Finance 1992 and "rental period" is the period of time in respect of which the rent is payable under this Agreement.

## 1. GENERAL

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### **Assignment.**

The tenants shall not assign or transfer, any or all of its rights or obligations under the Contract without the prior written consent of Oasis Properties.

### **Variation.**

No variation of this Contract shall be effective unless it is in writing and signed by the parties

### **Governing law.**

This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

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**Electricity allowance (KWH) per annum per property**

Beds:

- 2: 2600
- 3: 3200
- 4: 3900
- 5: 4620
- 6: 5100
- 7: 6000
- 8: 7000
- 9: 8000
- 10: 9000
- 11: 10000

**Gas allowance (KWH) per annum per property**

Beds:

- 2: 12500
- 3: 15000
- 4: 17000
- 5: 20000
- 6: 23400
- 7: 26500
- 8: 28500
- 9: 33000
- 10: 35000
- 11: 66000

Sample Contract

Sample Contract

Sample Contract

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17 **Data Privacy notice:**

Oasis Properties. needs to collect and use certain types of information about the Individuals or Service Users who come into contact with Oasis Properties in order to carry on our work. This personal information must be collected and dealt with appropriately whether is collected on paper, stored in a computer database, or recorded on other material and there are safeguards to ensure this under the Data Protection Act 1998.

**2. Data Controller**

Oasis Properties. is the Data Controller under the Act, which means that it determines what purposes personal information held, will be used for. It is also responsible for notifying the Information Commissioner of the data it holds or is likely to hold, and the general purposes that this data will be used for.

**3. Disclosure**

Oasis Properties. may share data with other agencies such as the local authority, and utility providers

The Individual/Service User will be made aware in most circumstances how and with whom their information will be shared. There are circumstances where the law allows Oasis Properties. to disclose data (including sensitive data) without the data subject's consent.

These are:

- a) Carrying out a legal duty or as authorised by the Secretary of State
- b) Protecting vital interests of a Individual/Service User or other person
- c) The Individual/Service User has already made the information public
- d) Conducting any legal proceedings, obtaining legal advice or defending any legal rights
- e) Monitoring for equal opportunities purposes – i.e. race, disability or religion
- f) Providing a confidential service where the Individual/Service User's consent cannot be obtained or where it is reasonable to proceed without consent: e.g. where we would wish to avoid forcing stressed or ill Individuals/Service Users to provide consent signatures.

Oasis Properties regards the lawful and correct treatment of personal information as very important to successful working, and to maintaining the confidence of those with whom we deal.

Oasis Properties intends to ensure that personal information is treated lawfully and correctly.

This agreement has been entered into by the parties on the date stated at the beginning of it.

- **THE CONTRACT THAT YOU ARE ABOUT TO ENTER INTO IS A LEGALLY BINDING AGREEMENT.**
- **THERE IS NO GET OUT CLAUSE, BY SIGNING THIS AGREEMENT YOU ARE MAKING A COMMITMENT FOR THE AGREED PERIOD OF THE CONTRACT.**
- **IF YOU ARE UNABLE TO TAKE UP THE TENANCY THEN YOU WILL EITHER HAVE TO CONTINUE TO PAY THE RENT UNTIL SOMEBODY IS FOUND TO TAKE OVER YOUR PART OF THE TENANCY.**
- **PLEASE NOTE: IF YOU BREACH ANY OF YOUR OBLIGATIONS UNDER THIS AGREEMENT AS TENANT YOU ARE LIABLE TO PAY CONTRACTUAL DAMAGES FOR ANY REASONABLE COSTS OR FINANCIAL LOSS SUFFERED BY THE LANDLORD AS A RESULT. ANY CONTRACTUAL DAMAGES THAT YOU AS TENANT FAIL TO PAY MAY LEAD TO THE LANDLORD TO MAKE A CLAIM TO THE COURTS TO ENFORCE THE DAMAGES PAYABLE.**
- **PLEASE BE AWARE THAT THE FOLLOWING MUST BE COMPLETED WITHIN TWO WEEKS OF SIGNING THE TENANCY AGREEMENT.**
  1. **ALL BONDS MUST BE PAID IN FULL**
  2. **EACH TENANT MUST RETURN TO THE OFFICE A SIGNED PARENTAL GUARANTOR FORM WITH A PHOTOCOPY OF THEIR GUARANTOR'S DRIVING LICENCE OR PASSPORT**
- **BEFORE HANDING OUT KEYS, ALL THE ABOVE CRITERIA MUST BE MET AND THE FIRST RENTAL INSTALMENT PAID IN CLEARED FUNDS BY EACH TENANT**

If any tenant signs the tenancy agreement and fails to comply with the conditions referred to above then it will be at the landlords discretion as to whether or not to treat the agreement as complete and binding upon whoever has signed.

**PLEASE NOTE THAT UNDER NO CIRCUMSTANCES WILL KEYS BE GIVEN OUT UNTIL ALL THESE CONDITIONS ARE MET BY EACH TENANT IN THE HOUSE.**



## Certificates

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We the undersigned confirm we have had sight of the current gas safety certificate and current EPC

This agreement is signed on behalf of the Landlord:

Mrs Property Owner  
Owner's House, Example Town, AA1 1AA

by Oasis Properties.

### 18 Additional Considerations

An optional additional clause you can add on a case by case basis. It increases the clause number of any following clauses by 1 if present.

**Signatures**

✓

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TENANTS

(Not signed)

Mr Lead Tenant  
1 More Avenue, London, EC2A 2EX, United  
Kingdom

Sample Contract

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(Not signed)

Mr Second Tenant  
2 Fleet Place, London, EC2A 2EX, United  
Kingdom

Sample Contract

LANDLORD

(Not signed)

✓

## Guarantor contract

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Guarantor name: Mr Example Guarantor

Guaranteed tenant: Mr Lead Tenant

Property address: 35, Green Acre, Durham, DH1 1JA, United Kingdom

1. The guarantor agrees on written demand to unconditionally guarantee and to be answerable and responsible to the creditor for the debtor's proportion of the rent payable under the tenancy agreement.
2. The guarantor also agrees to the Landlord the payment of any losses or damages for which the Tenant is liable by reason of any failure to comply with any of the provisions of the Tenancy Agreement relating to the property whether joint or several.
3. This Guarantee shall not be revoked for so long as the Tenant remains a tenant of the Property nor shall it be revoked or discharged by my death or bankruptcy or the death or bankruptcy of any of us or the death or bankruptcy of the Tenant (or any other person who is a party to the Agreement)
4. This Guarantee shall continue in full force and effect despite any variation or alteration of the terms or provisions of the Agreement with or without my/our consent including any increase in the amount of the rent payable in respect of the Property by the Tenant and this Guarantee shall extend to any new or further agreement entered into between the Tenant and yourself under which a tenancy of the Property is granted to the Tenant irrespective of the amount of the Rent or the monies payable in respect thereof or the terms and provisions thereof or the persons who are parties to the same.
5. This Guarantee shall extend to any extension of the tenancy or to any statutory periodic tenancy which may arise under the Housing Act 1988 on the expiry of the tenancy granted by the Agreement or on the expiry of any new or further tenancy of the Property to which the Tenant is a party
6. This Guarantee shall remain in full force and effect notwithstanding that the Agreement may be terminated by agreement Court Order by re-entry forfeiture notice or otherwise.
7. All payments under this guarantee will be made without any set off, deduction or counter claim.
8. This Guarantee shall not be discharged nor shall it be released by any arrangement made between the Tenant (or any other person who is a party to the Agreement) and yourself with or without my/our consent or by any indulgence forbearance or time given to pay or otherwise comply with the terms and provisions of this Agreement or failure or neglect on your part whether as to payment time performance enforcing this Agreement or otherwise or by any refusal by you to accept rent or other monies following any breach of the terms or provisions of this Agreement.
9. The Landlord will be at liberty without affecting its right under this Guarantee at any time to compound, give time for payment, accept compositions from and make other arrangements with the Debtor or any third party or person on its behalf in respect of the monies owing by the Debtor.
10. Each of the provisions of this guarantee are severable and distinct from the others. If any time one or more of such provisions is or become invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.
11. A demand or notice under this guarantee will be deemed to have been properly served on the addressee if served personally or by first class post letter post addressed to the Guarantor or Creditor as the case may be to their respective addresses as set out in this Agreement. Service

will be deemed to be effected (

notwithstanding the death or incapacity of the guarantor) at 10.00 am on the second business day immediately following the date of posting if given by first class letter post (irrespective of the time or date of actual delivery or lack of delivery) or immediately in the case of personal service.

12. The methods of service described in clause 11 are in addition and without prejudice to any other method of service prescribed or permitted by law.

13 This guarantee is governed by English law and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

**Signature**

Mr Example Guarantor  
12 Mount park avenue, Worcester, WR2 6NJ  
United Kingdom

(Not signed)