

27 HEATHCOAT STREET AGREEMENT 2005-2006

For letting a furnished dwelling house on an Assured Shorthold Tenancy

Date: Monday, 13 December 2004

Parties

1 The Landlord

Name: Andrew Chell & Kate Chell

Home Address: The Gate House, 20 Causeway Lane, Cropston, Leicester LE7 7GD

Home phone: 0116 235 1342

Mobile: 07769 684800

email: andrew@andrewchell.com

2 The Tenant(s)

Name:

Home Address:

Home Postcode:

Student email:

Course at Loughborough University:

Parent/Guardian Name:

Mobile:

Non-student email:

Student Number:

Home Phone:

Year:

Name:

Home Address:

Home Postcode:

Student email:

Course at Loughborough University:

Parent/Guardian Name:

Mobile:

Non-student email:

Student Number:

Home Phone:

Year:

Name:

Home Address:

Home Postcode:

Student email:

Course at Loughborough University:

Parent/Guardian Name:

Mobile:

Non-student email:

Student Number:

Home Phone:

Year:

Name:

Home Address:

Home Postcode:

Student email:

Course at Loughborough University:

Parent/Guardian Name:

Mobile:

Non-student email:

Student Number:

Home Phone:

Year:

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The Property - the dwelling house situated at and being:

**27 Heathcoat Street
Loughborough
Leicestershire
LE11 3BW**

Together with the furniture (which includes fixtures and effects) more particularly specified in the inventory thereof signed by the parties attached hereto.

Initial term/Commencement Date

A term certain of 12 months commencing Friday 01 July 2005 and ending Friday 30 June 2006.

The Rent

£13,312.00 for the total period of the tenancy, rent payable by instalments in advance on the following dates:

£3,328.00 on 01 July 2005	by cheque 10 days prior
£3,328.00 on 01 October 2005	by standing order
£3,328.00 on 01 January 2006	by standing order
£3,328.00 on 01 April 2006	by standing order

Bank Details for Standing Order

Lloyds TSB Bank plc
7 High Street
Leicester LE1 9FS

Sort Code: 30-94-97
Account #: 00523694
Account name: Andrew Chell & Kate Chell

The Deposit

Deposit Payment: £1,000.00 payable by Cash/Cheque.

This Agreement is intended to create an assured Shorthold tenancy as defined in Section 20 of the Housing Act 1988 and the Provisions for the recovery of possession by the Landlord in Section 21 thereof apply accordingly (as amended by the Housing Act 1996).

General Letting Provisions

1 Demise

The Landlord lets and the Tenant takes the property together with the Furniture that (as the Tenant acknowledges) is in good condition except for any items in the Inventory where the contrary is stated.

2 Term

The Tenancy runs from the Commencement Date for the Initial Term.

3 Where the Context admits

- (a) 'The Landlord' includes the persons for the time being entitled in reversion expectant on the tenancy.
- (b) 'The Tenant' includes the persons deriving title under the Tenant and where several Tenants agree at the same time to take the premises together each Tenant shall be jointly and severally liable for any liability arising with regard to the tenancy.
- (c) References to the Property include references to any part or parts of the Property and to the Furniture

4 Nature of the Agreement

The parties agree that it is their intention to create an assured Shorthold tenancy within the meaning of the Housing Act 1988, as amended by the Housing Act 1996.

5 Tenant's Obligations

The Tenant covenants with the Landlord to:

- (a) During the said term pay the rent at the times herein provided by means of a Standing order and to notify the Landlord of any change of the Tenant's banking arrangements and not to exercise or seek to exercise any right or claim to legal or equitable set-off.
- (b) Pay the Landlord upon the signing of this Agreement the deposit to be held by the Landlord against any loss or damage suffered as a result of any breaches of the covenants herein by the Tenant.
- (c) Pay for all gas and electric light and power which shall be consumed or supplied on or to the Property during the tenancy and the amount of all charges made for the use of the telephone (if any) on the Property during the tenancy or a proper proportion of the amount of the rental or other recurring charges to be assessed according to the duration of the tenancy.
- (d) Not damage or injure the Property or make any alteration in or addition to it nor decorate any part of the Property nor change the locks without prior written consent of either the Landlord or the Landlord's agent.
- (e) Preserve the Furniture from being destroyed or damaged and not remove any of them from the Property.
- (f) Yield up the Property at the end of the tenancy in the same clean state and condition as it was in at the beginning of the tenancy and make good, pay for the repair or replace all such items of the Furniture as shall be broken, lost, damaged or destroyed during the tenancy (reasonable wear and tear and damage by fire and defects in the inventory excepted).
- (g) Leave the Furniture at the end of the tenancy in the rooms or places in which they were at the beginning of the tenancy.
- (h) Permit the Landlord or the Landlord's agents upon giving reasonable notice (except in the case of emergency when no notice shall be required) to enter upon the Property with or without workmen and equipment and to view the state and condition thereof and, if necessary, to carry out any repairs, alterations or other works.
- (i) Not sublet or part with possession of the Property without the previous consent in writing of the Landlord.
- (j) Not carry on at the Property any profession, trade or business or let apartments or receive paying guests on the Property or place or exhibit any notice board or notice on the Property or use the Property for any other purpose than that of a strictly private residence.
- (k) Not do or suffer to be done on the Property anything which may be or become a nuisance or annoyance to the Landlord or the tenant occupiers of any adjoining premises or which may vitiate any insurance of the Property against fire or otherwise or increase the ordinary premium for such insurance.
- (l) Permit the Landlord or the Landlord's agent at reasonable hours in the daytime at any time during the tenancy to enter and view the Property with prospective tenants and at any time during the tenancy permit the Landlord or the Landlord's agents at reasonable hours in the daytime to enter and view the Property with prospective purchasers.
- (m) Send to the Landlord copies of all notices received by the Tenant in respect of the Property other than notices given by or on behalf of the Landlord.
- (n) Report all items of structural disrepair to the Landlord or Landlord's agents promptly and report any damage, loss or malfunction to the Landlord or the Landlord's agents.
- (o) Pay any council tax or any other replacement Local Authority charge during the period of this tenancy.
- (p) Not to keep any pets.
- (q) During the tenancy to keep the Property clean and tidy and to keep the internal decorations in good condition and to keep the Furniture and Effects in like good condition and likewise to keep the garden free from litter.
- (r) Not to use Blue Tack or similar self-adhesive materials for the purpose of attaching items to walls or on any other painted surface.

6 Arrears

- (a) Provided that if the Rent or any instalment or part thereof shall be in arrears for at least 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 covenants by the Tenant the Landlord may re-enter on the Property (subject always to any statutory restrictions on his powers to do so) and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord.
- (b) Allow that the Landlord may charge interest at the rate of Five (5) per centum per annum above the base rate from time to time of Barclays Bank plc on any sum payable under this Agreement that is not paid after the expiry of Fourteen days from its due date such interest to be to be calculated from and including the due date but not including the date of payment (both before and after any judgement) PROVIDED THAT this clause shall not entitle the Tenant to withhold or delay payment if any such sum or affect the rights of the Landlord in relation to any non-payment.

7 The Landlord's Obligations

The Landlord covenants with the Tenant as follows:

- (a) To pay and indemnify the Tenant against any assessment of Local Authority charges and outgoings in respect of the Property (except any council tax or any other replacement Local authority charge and except charges for the supply of gas or electricity light and power or the use of any telephone).
- (b) To pay water and sewerage rates payable in respect of this property during the period of the tenancy.
- (c) To keep in repair the structure and exterior of the Property and the installations in the Property for the supply of water, gas and electricity and for sanitation, but subject to the Tenant's obligation under section 11 Landlord and Tenant Act 1985.
- (d) To keep in repair and good working order the electrical and gas appliances referred to in the inventory annexed hereto.
- (e) That the Tenant may quietly possess and enjoy the Property during the tenancy without any unlawful interruption from the Landlord or any person claiming under or in trust for the landlord.
- (f) To return to the Tenant any Rent paid for any period while the Property is rendered uninhabitable by fire or otherwise, the amount in case of dispute to be settled by arbitration.
- (g) To return to the Tenant the deposit at the end of the tenancy, subject to any deductions as referred above. Within 28 days of the tenancy termination, the Landlord shall account to the Tenant for the balance (if any) of the deposit and (if the deposit shall not be paid in full) send to the Tenant a written statement detailing the payment made out of the deposit.
- (h) To insure or cause to be insured the Property and the Furniture against fire and such risks as the Landlord shall deem desirable or expedient in the full value thereof in an insurance office of repute.

8 The Landlord's Address.

For the purposes of section 48 Landlord and Tenant Act 1987, the Landlord's address for the service of notices is that given above.

AS WITNESS the hands of the parties hereto the day and year first above written

SIGNED by the above-named Tenants:

In the presence of:

Tenant name

Tenant signature

Witness name

Witness signature

1

2

3

4

SIGNED by the Landlord:

In the presence of:

Landlord name

Landlord signature

Witness name

Witness signature

Andrew Chell

Kate Chell

INVENTORY

General

- 2 No. green foot entry mats
- 2 No. IKEA Ris pendant lampshades
- Ethernet computer network
- Netgear RP114 router
- Fitted carpet throughout in Cambridge blue
- Outer front door MUL-T-LOCK mortice lock and separate latch
- Inner front door MUL-T-LOCK mortice lock and separate latch
- Back door MUL-T-LOCK mortice lock

Sitting room

- 2 No. two seater IKEA Klippan sofas
- 1 No. IKEA Markor coffee table
- Wood curtain pole
- 1 pair IKEA Tise curtains red
- Iron scorch marks on carpet

Kitchen

- Fitted units with Beech fronts, granite style work surface and S/S sink
- Worcester 28i combi boiler
- LG washing machine
- Hotpoint fridge – plastic lift up lid in door damaged
- Hotpoint freezer
- S/S gas hob
- S/S multifunction oven
- Kettle - Philips
- Toaster - Rowenta
- Flip top bin blue
- Fire blanket and powder fire extinguisher

Bathroom

- White three piece bathroom suite
- Glass shower screen
- S/S loo roll holder
- S/S towel rail
- Loo brush
- Mirror
- Door hook
- Navy blue roller blind

Cleaning equipment

- Steam iron
- Ironing board
- Laundry basket
- Dustpan and brush
- Broom
- Mop and bucket
- Henry vacuum cleaner + 3 No. S/S tubes + brush head + 3 No. hand attachments c/w adaptor

Outside

- Low maintenance garden tidy and weed free
- Pub style picnic bench
- Outhouse for bike storage with MUL-T-LOCK pad bolt lock

SAMPLE
4 bed
Contract

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Bedroom 1 – downstairs front

- 4' 6" pine bed, Wimslow contract mattress, mattress protector cover
- Pine wardrobe
- Pine chest of drawers
- Pine mirror
- IKEA Amon blue desk with Curry silver legs
- IKEA Procent swivel chair
- 1 No. pine shelves
- Cork pinboard
- IKEA Fniss orange wastepaper basket
- IKEA Ris pendant lampshade
- Curtain track
- 1 pair Dunelm Mexico curtains dark blue
- 1 + 2 x ½ IKEA Tise white curtains
- MUL-T-LOCK latch + key
- Door hook to be installed

Bedroom 2 – first floor front

- 4' 6" pine bed, Wimslow contract mattress, mattress protector cover
- Pine wardrobe
- Pine chest of drawers
- Pine mirror
- IKEA Amon blue desk with Curry silver legs
- IKEA Procent swivel chair
- 2 No. pine shelves
- Cork pinboard
- IKEA Fniss orange wastepaper basket
- 2 No. IKEA Ris pendant lampshade
- Wood curtain pole
- 1 pair Dunelm ribbed tab top curtains blue
- MUL-T-LOCK latch + key
- Door hook

Bedroom 3 – first floor back

- Blue tack marks and ripped wallpaper on walls
- 4' 6" pine bed, Wimslow contract mattress, mattress protector cover
- Built in wardrobe with rail
- Pine chest of drawers
- Pine mirror
- IKEA Amon blue desk with Curry silver legs
- IKEA Procent swivel chair
- 2 No. pine shelves
- Cork pinboard
- IKEA Fniss orange wastepaper basket
- IKEA Ris pendant lampshade
- Wood curtain pole
- 1 pair Dunelm ribbed tab top curtains blue
- MUL-T-LOCK latch + key
- Door hook

Bedroom 4 - loft

- 4' 6" pine bed, Wimslow contract mattress, mattress protector cover
- Pine wardrobe
- Pine chest of drawers
- Pine mirror
- IKEA Amon blue desk with Curry silver legs
- IKEA Procent swivel chair
- 2 No. pine shelves
- Cork pinboard
- IKEA Fniss orange wastepaper basket
- IKEA Ris pendant lampshade
- 2 No. Velux blinds dark blue
- MUL-T-LOCK latch + key
- Door hook

Approved landlord

Approved tenant(s)