



# Landlord Information Pack

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## **WHY CHOOSE MOVING ON LETTINGS**

- \* Personal One-to-One service
- \* High-street location
- \* Competitive fees
- \* No rent No fee
- \* Advertising in the Evening Herald
- \* Advertising on [rightmove.co.uk](http://rightmove.co.uk) & [findaproperty.com](http://findaproperty.com)
- \* Detailed inventories
- \* Regular property inspections
- \* Fully vetted tenants
- \* Experienced reputable tradesmen
- \* Tenant Find and Full Management packages
- \* Open 6 days a week

## **OUR SERVICES**

We maintain a flexible attitude, and are generally able to adapt our service to meet our client's individual circumstances and needs. If you have any particular requests, please do not hesitate to contact us to discuss.

### **Our Tenant Find Service includes:-**

- \* Visiting you at your property, and providing a rental valuation and any other advice which you may require about letting your property.
- \* Advising you on compliance with the various safety regulations.
- \* Advertising, marketing and general promotion of your property.
- \* Locating suitable tenants.
- \* Accompanying tenant applicants to view the property.
- \* Obtaining and evaluating references and credit checks.
- \* Preparing a suitable tenancy agreement and arranging signature by ourselves, on your behalf, and the tenant.
- \* Preparing an inventory with schedule of condition
- \* Collecting from the tenant, and passing to you, the first months rent in advance, after deducting our agreed fees. This payment will be sent to you by cheque.
- \* Supervising the transfer of gas, water, electricity and council tax accounts into the tenant's name.
- \* Transfer of the Deposit monies into the Deposit Protection Service scheme.

### **Our Full Management Service includes:-**

- \* Visiting you at your property, and providing a rental valuation and any other advice which you may require about letting your property.
- \* Advising you on compliance with the various safety regulations.
- \* Advertising, marketing and general promotion of your property.
- \* Locating suitable tenants.
- \* Accompanying tenant applicants to view the property.
- \* Obtaining and evaluating references and credit checks.
- \* Preparing a suitable tenancy agreement and arranging signature by the tenant.
- \* Collecting, and forwarding to the Deposit Protection Service, a security deposit from the tenant.
- \* Preparing an inventory with schedule of condition.
- \* Arranging handover of your property to the new tenant(s) and agreeing the inventory, including all utility meter readings.
- \* Supervising the transfer of gas, water, electricity and council tax accounts into the tenant's name.
- \* Receiving rental payments monthly in advance and forwarding electronically to your bank account less our fees.
- \* Inspecting the property periodically, and reporting any problems to you.
- \* Arranging any necessary repairs or maintenance, first liaising with you in the case of larger works.
- \* Keeping in touch with the tenant on a routine basis, and arranging renewals of the agreement every 6 months (if applicable).
- \* Checking tenants out as required, re-letting and continuing the process with the minimum of vacant periods to ensure that you receive the maximum return from your property.

# Information for Landlords

## About Ourselves

### Specialists

We are a local, independent firm specialising in Residential Lettings and Property Management. As specialists we are fully focused on the priorities and needs of the Landlord. Our prestigious office is located within a reputable Independent Estate Agent, and working closely together, we provide for all your property needs.

We understand that letting your property, especially for the first time, can be a worrying experience and with this in mind our most important consideration is providing you the Landlord with the best possible service and the right tenant for your property.

We never forget that the property is your most important asset and we can confidently assure you that by instructing us to act as your Letting and Management Agents your asset will be in professional and caring hands.

### A Personal Service

Because we are a small firm, we pride ourselves in offering a personal and friendly Service, whilst at the same time maintaining a high standard of competence and professionalism.

### Competitive Rates

Our fees are very competitive to the individual landlord and savings can be made on the smallest of portfolios.

### Carefully Selected Quality Tenants

Drawn from a continually updated register, all prospective tenants are thoroughly referenced and credit checked. In some cases we will also request a guarantor.

### Out of Hours Service

For our initial meetings with you we will if necessary be pleased to visit your property outside normal office hours, at a time that is convenient to you, and thus fit in with your busy schedule..

## Levels of Service offered

### A Tailored Service

Outlined below are the two basic elements of our Service. However, we maintain a flexible attitude, and are generally able to adapt our Service to meet our client's individual circumstances and needs, by occasionally taking on additional tasks and duties.

### Full Management

This is our inclusive Service, which provides for the marketing of the property and carrying out viewings, leading to the introduction and vetting of a prospective Tenant. This proving satisfactory, we will then go ahead and prepare the tenancy agreement, and if required an inventory. The Tenant will then be checked in against the inventory and meter readings recorded.

During the tenancy we carry out periodic inspection visits. Should these bring to light any maintenance issues, we will (within the confines of our Management Agreement) recommend, oversee and account for any necessary repairs.

Collecting and processing of rental payments is also part of the Service. These will be credited automatically to the Landlord's nominated bank account.

Towards the end of the tenancy, we will liaise with the Tenant, and renew the tenancy agreement or arrange to check them out as applicable.

This Service is suitable for those Landlords who are not residing locally, or would rather not deal with the tenants directly, preferring all aspects to be handled by an Agent.

### **Tenant Find**

Our Tenant Find Service includes marketing of the property and carrying out viewings, leading to the introduction and vetting of a prospective tenant. This proving satisfactory, we will then go ahead and prepare the tenancy agreement, and an inventory.

Following this, the first month's rent and a security deposit will be collected. The first month's rent will be credited to the Landlord less our agreed fee. The Tenancy deposit will be sent to the Deposit Protection Service under current legislation. Managing the tenancy, including the maintenance and rent collection will then be the responsibility of the landlord. We will furnish you with the tenants contact details and will also give them your contact details. We will also set up the monthly standing order into your bank account.

## **Preparing the Property**

We have found that a good relationship with tenants is the key to a smooth-running tenancy. As Property Managers this relationship is our job. It is important that the tenants should feel comfortable in their temporary home, and that they are receiving value for their money. It follows therefore that a well maintained property in a good decorative order will go towards this, whilst also achieving a higher rental figure. Tenants are also more inclined to treat such a property with greater respect.

### **General Condition**

Electrical, gas plumbing, waste, central heating and hot water systems must be safe, sound and in good working order. Repairs and maintenance are at the landlords expense unless misuse can be established. Interior decorations should be in good condition and preferably plain, light and neutral.

### **Furnishings**

Your property can be let fully furnished, part furnished or unfurnished. Which of these is appropriate will depend on the type of property and local market conditions. We will be pleased to give you advice on whether to furnish or not and to what level. As a minimum you will need to provide decent quality carpets, curtains, light fittings and a cooker. Remember that there will be wear and tear on the property and any items provided. If letting furnished, you will find a list of recommended items to follow.

### **Personal items, ornaments etc.**

Personal possessions, ornaments, pictures, books etc. should be removed from the premises, especially those of real or sentimental value. Some items may be boxed, sealed and stored in the loft at the owner's risk. All cupboards and shelf space should be left clear for the tenants' own use.

### **Gardens**

Gardens should be left neat, tidy and rubbish free, with any lawns cut. Tenants are required to maintain the gardens to a reasonable standard, provided they are left the necessary tools. However, few tenants are experienced gardeners, and if you value your garden, or if it is particularly large, you may wish us to arrange visits by our regular gardener.

### **Cleaning**

At the commencement of the tenancy the property must be in a thoroughly clean condition, and at the end of each tenancy it is the tenants' responsibility to leave the property in a similar condition. Where they fail to do so, cleaning will be arranged at their expense.

### **Information for the Tenant**

We will create a property information pack for the tenant, however it is helpful if you leave instructions on operating the central heating, hot water system, alarm system and any other appliances.

### **Keys**

You should provide one set of keys for each tenant and one as our office set (where we are managing the property. We can arrange to have duplicates cut as required (at an additional cost)

### **Insurance**

It is your responsibility as landlord to ensure that you have the relevant Buildings/ Contents and Property Owners Insurance in place before a tenant moves in to the property.

## **General Advice for Landlords**

### **Mortgage**

If your property is mortgaged, you should obtain your mortgagee's written consent to the letting. They may require additional clauses in the tenancy agreement of which you must inform us.

### **Leaseholds**

If you are a leaseholder, you should check the terms of your lease, and obtain any necessary written consent before letting.

### **Insurance**

You should ensure that you are suitably covered for letting under both your buildings and contents insurance. Failure to inform your insurers may invalidate your policies. We can advise on Landlords Legal Protection, Rent Guarantee Cover and Landlords Contents and Buildings Insurance if required.

### **Bills and regular outgoings**

We recommend that you arrange for regular outgoings e.g. service charges, maintenance contracts etc. to be paid by standing order or direct debit. However where we are managing the property, by prior written agreement we may make payment of certain bills on your behalf, provided such bills are received in your name at our office, and that sufficient funds are held to your credit.

### **Council tax and utility accounts**

We will arrange for the transfer of Council Tax and utility accounts to the tenant. Meter readings will be taken, allowing your closing gas and electricity accounts to be drawn up. All these matters we will handle for you, however your telephone company will require instructions directly from both the landlord and the tenant.

### **Income tax/ Overseas landlords**

When resident in the UK, it is entirely the Landlords responsibility to inform the Inland Revenue of rental income received, and to pay any tax due. Where the Landlord is resident outside the UK during a tenancy, under rules effective from 6 April 1996, unless an exemption certificate is held, we as the Landlord's Agent are obliged to retain and forward to the Inland Revenue on a quarterly basis, an amount equal to the basic rate of income tax from rental received, less certain expenses. An application form for exemption from such deductions is available from the following link [www.hmrc.gov.uk/cnr/nrl1.pdf](http://www.hmrc.gov.uk/cnr/nrl1.pdf) on the Inland revenue website along with any further information

you may require. Until an exemption certificate is received by our office, we will deduct tax at the current rate.

### **Post**

It is your responsibility as landlord to ensure that you have redirected mail as necessary. We will instruct tenants to put any post received, not addressed to them, back in the post box marked (NO LONGER AT THIS ADDRESS). Feel free to leave stamped addressed envelopes for the tenants to use to return post to you.

### **Disinstructing Moving On Lettings (Full Management only)**

If for any reason you wish to end your contract with our company, when an existing tenant introduced by us is still living at the property, we will require either a minimum of 3 months written notice (to expire on the last day of the month) of or a one off payment of £200 + VAT

## **Important Safety Requirements**

The following requirements are the responsibility of the owner (Landlord). Where you have signed our Full Management Agency Agreement, they are also our responsibility. Therefore where we are managing we will need to ensure compliance.

### **Health and Safety - Gas**

Annual safety check

Under the Gas Safety (Installation and Use) Regulations 1998 all gas appliances and flues in rented accommodation must be checked for safety within 12 months of being installed, and thereafter at least every 12 months by a competent engineer (e.g. a Gas Safe registered gas installer).

Maintenance: There is a duty to ensure that all gas appliances, flues and associated pipework are maintained in a safe condition at all times.

Records: Full records must be kept for at least 2 years of the inspections of each appliance and flue, of any defects found and of any remedial action taken.

Copies to tenants: A copy of the safety certificate issued by the engineer must be given to each new tenant before their tenancy commences, or to each existing tenant within 28 days of the check being carried out.

### **Health and Safety - Electrical**

There are several regulations relating to electrical installations, equipment and appliance safety, and these affect landlords and their agents in that they are 'supplying in the course of business'. They include the Electrical Equipment (Safety) Regulations 1994, the Plugs and Sockets Regulations 1994, the 2005 Building Regulation - 'Part P', and British Standard BS1363 relating to plugs and sockets.

Although with tenanted property there is currently no specific legal requirement for a qualified electrician to carry out an inspection and issue a safety certificate (as exists in the case of gas appliances), it is now widely accepted in the letting industry that the only safe way to ensure safety, and to avoid the risk of being accused of neglecting your 'duty of care', or even of manslaughter is to arrange such an inspection and certificate. Please note that should there be an accident involving the electrics, the landlord would be deemed guilty until they can prove their innocence. Therefore we insist that electrical testing is carried out prior to occupation by a tenant.

### **Consumer Protection - Fire**

The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (amended 1989 & 1993) provide that specified items supplied in the course of letting property must meet minimum fire resistance standards. The regulations apply to all upholstered furniture, beds, headboards and mattresses, sofa-beds, futons and other convertibles, nursery furniture, garden furniture suitable for use in a dwelling, scatter cushions, pillows and non-original covers for furniture. They do not apply to antique furniture or furniture made before 1950, bedcovers including duvets, loose covers for mattresses, pillowcases, curtains, carpets or sleeping bags.

Items which comply will have a suitable permanent label attached. Non-compliant items must be removed before a tenancy commences.

### **Smoke Alarms**

All properties built since June 1992 must have been fitted with mains powered smoke detector alarms from new. Although there is no legislation requiring smoke alarms to be fitted in other ordinary tenanted properties, it is generally considered that the common law 'duty of care' means that Landlords and their Agents could be liable should a fire cause injury or damage in a tenanted property where smoke alarms are not fitted. We therefore strongly recommend that the Landlord fit at least one alarm on each floor (in the hall and landing areas).

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We hope that the general points covered in this guide will be of assistance to you. If there are any aspects of which you are unsure, please telephone our office. Alternatively, we can visit you at your home to discuss your individual requirements, at your convenience.

## **OUR FEES**

<b><u>Tenant Find Only</u></b>	<b>£395</b>
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<b><u>Full Management</u></b>	<b>10%</b>
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### **Administration Fee**

(Full management only & deducted from first months rent.)

Unfurnished	<b>£150</b>
Furnished	<b>£200</b>

<b><u>Energy Performance Certificate*</u></b>	<b>£65</b>
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### **Re-Let Fee**

(For each new tenancy) Unfurnished	<b>£75</b>
Furnished	<b>£100</b>

### **Tenancy Renewal Fee**

Full Management (Automatically renewed every 6 months)	<b>£25</b>
Tenant Find	<b>£45</b>

### **Key Cutting \***

Cylinder	<b>£4.00</b>
Mortice	<b>£5.00</b>

**Gas Safety Certificate** £50  
(Via a reputable Gas Safe & VAT registered Heating engineer)

**Electrical Safety Certificate** (+ £3 per PAT test) £68  
(Via a reputable NICEIC registered electrical company)

**PAT (Portable Appliance) Tests** (8 Appliances) £25

**Please note: All Prices are subject to VAT - Except \* items**  
**AGENCY AGREEMENT**

#### TENANT FIND SERVICE

#### OUR SERVICE

1. Providing a rental valuation of the property and giving advice as required.
2. Advertising (including To Let board), interviewing and selecting tenants, arranging/carrying out viewings.
3. Taking up references and credit checks as appropriate.
4. Advising on the transfer of gas, electricity, and telephone accounts.
5. Collecting the first advance rental and security deposit (which we will place in custody).
6. Drawing up a standard Assured Shorthold Tenancy Agreement and arranging signature by the tenant/s.
7. Preparing an inventory with schedule of condition.

#### FEES

(a) Our fee for the Tenant find Service is **£395 + VAT**

This fee will become payable upon the signing by the tenant/s of the Tenancy Agreement as above, and will be deducted from the monies received by us,

The Tenant Find fee will be payable for each agreement granted to new tenants. An Administration Fee of **£45 + VAT** will be payable on the occasion of each renewal of an existing agreement. Please advise if you would require us to renew every 6 months.

(b) In the event that you, the landlord, decide not to proceed with the tenancy once a Tenant has started the Credit check/referencing process, for any other reason than adverse results of the Credit check / references, you shall bear incurr our standard administration charge of **£150+VAT**

#### TERMS

Whilst we shall use our best commercial judgement in the selection of tenants and the execution of our Service hereunder, we shall not under any circumstances be liable for non-payment of rent or any other outcome of a tenancy or for any legal costs resulting therefrom. Insurance policies are recommended to cover such risks.

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I/we\* confirm:

- 1) That I/we\* wish to appoint you to act on my/our\* behalf in accordance with this Agreement.
- 2) That I am/we are\* the sole owner/joint owners\* of the property appended below.
- 3) That I/we\* have received your Landlord Literature and fully understand the contents and i/we have been advised of my/our\* responsibilities for gas, furniture and fire, and electrical safety, and undertake to ensure compliance with the relevant legislation.
- 4) Should I/we\* cancel this agreement within 4 weeks of signing, I/we\* understand and agree to pay the full administration charge of **£150 + VAT**

\* Delete as applicable

Address of rental property .....

Signed: .....

Print Name/s: .....Date: .....

**(IF PROPERTY IS JOINTLY OWNED ALL PARTIES SHOULD SIGN)**

Signed by or on behalf of

Agent.....Date:.....

## **AGENCY AGREEMENT**

### **FULL MANAGEMENT**

This Agreement is made between the Owner/s of the property as named at the end of this Agreement, hereinafter called "The Owner", and the Agency named above acting as Agent for the Owner, and hereinafter called "The Agent".

#### **A. THE SERVICE**

- 1) Providing a **rental valuation** of the property, and offering advice as required.
- 2) **Advertising** as necessary, selecting tenants, arranging/carrying out viewings, obtaining references, dealing with negotiations.
- 3) Preparing and signing as Agent for The Owner a suitable **tenancy agreement** in accordance with current law.
- 4) Preparing an **inventory** and schedule of condition.
- 5) Advising on and assisting in the transfer of **utility service** accounts.
- 6) Collecting and placing in custody a **security deposit** usually equivalent to one calendar month's rental.
- 7) Receiving ongoing **rental payments**, preparing and forwarding to The Owner financial statements on a monthly basis, and remitting the balance of rental payments within one month of the due date, provided the same shall have actually been received.
- 8) Making payment of certain **regular outgoings** provided The Agent has agreed to do so separately in writing and that sufficient funds are held in credit by virtue of paragraph 7 above.
- 9) Advising on and ensuring compliance with the Gas Safety (Installation and Use) Regulations 1998 with regard to the inspection, maintenance, and keeping of records in respect of **gas appliances in tenanted premises**, The Owner being responsible for all costs involved.
- 10) Advising on and ensuring compliance with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (amended 1989, 1993 & 1996) with regard to **minimum fire resistant standards** of specified items supplied in the course of letting property, The Owner being responsible for all costs involved.
- 11) Advising on and ensuring compliance with the Electrical Equipment (Safety) Regulations 1994 and other relevant legislation with regard to the **condition and safety of electrical equipment and appliances** in tenanted premises, The Owner being responsible for all costs involved.
- 12) **Inspecting** the property periodically to ensure compliance with the terms of the tenancy agreement.
- 13) Arranging any **repairs, maintenance or replacements** to the property or contents which come to or are brought to The Agent's notice and which The Agent considers necessary, up to an

estimated cost of **£150** for any one item or job, The Owner being responsible for the cost involved. Where the estimated cost exceeds **£150**, notifying The Owner or their nominated representative who will be responsible for arranging and paying for such work or replacement.

- 14) Taking appropriate initial action in the event of **rent arrears or any other breach of condition** of the agreement in an effort to remedy the situation. Where such arrears or breach persists, informing The Owner or The Owner's nominated representative who will be responsible for taking any further action and meeting any costs involved.
- 15) Liaising with the tenant on a routine basis, arranging **renewals** of the agreement or **check-outs, re-advertising and re-letting** to new tenants as appropriate.

## **B. NOTES AND GENERAL TERMS**

- 1) If a mortgage exists on the property, The Owner must obtain the lender's consent to let.
- 2) If The owner is a **leaseholder** the terms of the lease must be checked and any necessary consent obtained to let.
- 3) The Owner must ensure that adequate cover exists under both **building and contents insurance**, and must inform the insurers that the property is to be let.
- 4) The agents' service **does not include** supervision of the property whilst unoccupied although visits may be made by staff in the process of re-letting.
- 5) The Owner **hereby agrees to ratify** all lawful actions taken by The Agent under this Agreement.
- 6) **It is hereby agreed** that The Agent may deduct from rental received all fees, commission charges and expenses payable or reimbursable to The Agent under the terms of this Agreement.
- 7) The Agent will not accept responsibility for **frost or cold weather damage to water systems** or subsequent damage caused thereby at any time, and The Owner should therefore ensure that such risks are covered by insurance. It is recommended that adequate arrangements are made with a third party to protect water systems from cold weather.
- 8) Where The Owner is resident in the UK **income tax** on rental from property is entirely the owners' responsibility. However where The owner is deemed to be resident overseas, unless exemption has been agreed, The agent must deduct tax from rental received and forward the same to the HM Revenue & Customs.
- 9) Whilst The Agent shall use their best commercial judgement in the selection of tenants and the execution of their Service hereunder, The Agent **shall not under any circumstances be liable** for non-payment of rent or any other outcome of the tenancy or for any legal costs resulting therefrom. Insurance policies are recommended to cover such risks and we can advise on suitable policies.
- 10) **This Agreement will remain in force** until terminated by service of three months' notice by one party on the other provided that The Agent may terminate this Agreement forthwith and without service of notice in the event of any action or omission by The Owner or The Owner's representative which frustrates the continued performance of The Agent's Service hereunder.

## **C. FEES**

- (a) Management Commission equivalent to 10 % + VAT of monthly rental received

An administration charge of £150 + VAT (unfurnished) or £200 + VAT (furnished) will be deducted from the first months rent to cover administration and marketing of the property.

- (b) In the event that you, the landlord, decide not to proceed with the tenancy once a Tenant has started the Credit check/referencing process, for any other reason than adverse results of the Credit check / references, you shall bear any costs incurred by the agent.

- (c) Sale of Property

In the event of a tenant or prospective tenant introduced by The Agent completing the purchase of the property at any time, a commission will be payable by The Owner to The Agent equivalent to two percent + VAT of the selling price.

I/we\* confirm that I/we\* have read this Agreement and wish to appoint The Agent to act on my/our\* behalf in accordance with the Service, Notes & General Terms and Fees as herein laid out. Should I/we\* cancel this agreement within 4 weeks of signing, I/we\* understand and agree to pay the full administration charge as set out above.

I/we\* confirm that I/we\* have received your Landlord Literature and fully understand the contents and i/we have been advised of my/our\* responsibilities for gas, furniture and fire, and electrical safety, and undertake to ensure compliance with the relevant legislation

I/we\* further confirm that I am/we are\* the sole owner/joint owners\* of the property.

I/we\* agree that if i wish to cancel my contract with Moving On Lettings, a fee of £200 + VAT or a minimum of 3 months written notice (to expire on the last day of the month) is required by myself.

I/we\* understand that Moving On Lettings will automatically renew tenancies every 6 months unless written notice is received stating otherwise.

I/we\* understand that Moving On Lettings will organise annual Gas Safety Certificate, Electrical safety (every 3 years) and Portable Appliance Testing throughout the management of the property & will charge my account according to current rates.

Full address of property to be Let/Managed:

\* Delete as applicable

.....

Signed by

Owner(s).....

Print Name/s:

.....

**(IF PROPERTY IS JOINTLY OWNED ALL PARTIES SHOULD SIGN)**

Date:.....

Signed by or on behalf of Agent: .....

Print Name/s: .....Date: .....

# ASSURED SHORTHOLD TENANCY AGREEMENT (Example)

for letting a residential dwelling

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## Important Notes for Tenants

- ◆ **This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.**
- ◆ **Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually. Where the tenancy is subject to deposit protection then joint tenants may have to nominate a lead tenant to act on their behalf with the Landlord or Tenancy Deposit Scheme provider or their alternative dispute resolution service provider.**
- ◆ **If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.**

## General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
3. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
4. Section 11, Landlord and Tenant Act 1985 – these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. This agreement has been drawn up after consideration of the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements.

THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Acts

**Date:** 23 January 2009

**Landlord(s):**

**Landlord's Agent:** Moving On Lettings

145 Ridgeway

Plympton

Plymouth

Devon

PL7 2HJ

*Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address*

**Tenant(s):**

**Property:** The dwelling known as:

**Contents:** The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory

**Term:** For the term 6 months  
commencing on

**Rent:** £

**Payment:** in advance by equal payments ..... on the .....

**Deposit:** A deposit of £..... is payable on signing this Agreement. It is protected by the following scheme:  
The Deposit Protection Service

1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above
2. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to pay and compensate the Landlord for the reasonable costs of any breach of those obligations. It is specifically agreed that this money is not to be used by the Tenant as payment for any rent due under this agreement. No interest shall be payable on this Deposit. The balance of the Deposit to be paid to the Tenant as soon as reasonably possible after conclusion of the tenancy, less any reasonable costs incurred for the breach of any obligation as agreed by the appropriate deposit scheme, details of which are contained in the scheme's deposit information leaflet and website.

**The Tenant agrees with the Landlord:**

### **3. Rent & charges**

- (3.1) To pay the Rent on the days and in the manner specified to the Landlord's Agent. A charge of £25 + VAT per
- (3.2) To pay promptly to the authorities to whom they are due, council tax, water and sewerage charges, gas, electric and telephone (if any) relating to the Property, where they are incurred during the period of the agreement, including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected. The Tenant agrees to notify the Landlord prior to changing supplier for any of the utility services stated above
- (3.3) That in the case of a breach of the terms of the tenancy by the Tenant, a reasonable administration charge may be made in addition to the costs of any remedial work, in order to compensate the Landlord or Agent his reasonable expenses

### **4. Use of the Property**

- (4.1) Not to assign, or sublet, part with possession of the Property, or let any other person live at the Property except that during the fixed term of the tenancy the Tenant may assign or sublet with the Landlord's express consent

which will not be unreasonably withheld. Such consent, as a variation of the tenancy agreement, to be agreed in writing

- (4.2) To use the Property as a single private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so
- (4.3) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property
- (4.4) Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage, or annoyance to a person residing, visiting or otherwise engaged in lawful activity or the occupiers of the neighbouring premises
- (4.5) Not to keep any cats or dogs at the property and not to keep any other animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbours) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord
- (4.6) Not to use the Property for any illegal or immoral purposes
- (4.7) Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the restrictions in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached

## **5. Repairs**

- (5.1) Not to damage the Property and Contents or make any alteration or addition to the property without the written permission of the Landlord not to be unreasonably refused
- (5.2) To keep the interior of the Property and the Contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted, and to keep the Property reasonably aired and warmed
- (5.3) To pay the reasonable costs reasonably incurred by the Landlord or his Agent in replacing or repairing any furniture or other contents, lost, damaged or destroyed by the Tenant or, at the option of the Landlord, replace immediately any furniture or other contents, lost, damaged or destroyed by the Tenant, and not to remove or permit to be removed any furniture or other contents from the Property
- (5.4) That the Landlord or any person authorised by the Landlord or his Agent may at reasonable times of the day on giving 24 hours' written notice, (unless in the case of an emergency) enter the Property for the purpose of inspecting its condition and state of repair. The Tenant shall permit the Property to be viewed on reasonable notice (of at least 24 hours) at all reasonable times during the final weeks of the tenancy
- (5.5) To keep the gardens (if any) driveways, pathways, lawns, hedges and rockeries as neat, tidy and properly tended as they were at the start of the tenancy and not remove any trees or plants
- (5.6) To replace all broken glass in doors and windows damaged during the tenancy where the damage has been caused by the Tenant, a member of the Tenant's family or their guests
- (5.7) Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord, such consent not to be unreasonably withheld, and the cost of providing a set of keys for the Landlord or his agent to be met by the Tenant
- (5.8) To notify the Landlord promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property
- (5.9) Not to affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause damage
- (5.10) To take all reasonable precautions to prevent damage by frost
- (5.11) In order to comply with the Gas Safety Regulations, it is necessary:
  - a) that the ventilators provided for this purpose in the Property should not be blocked
  - b) that brown or sooty build up on any gas appliance should be reported immediately to the Landlord or Agent
- (5.12) Not to cause any blockage to the drains, pipes, sinks or baths
- (5.13) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent

- (5.14) That the Tenant shall be responsible for testing all smoke detectors (if any) fitted in the Property on a regular basis and replace the batteries as necessary

**6. Other tenant responsibilities**

- (6.1) Within seven days of receipt thereof, to send to the Landlord all correspondence addressed to the Landlord or the owner of the Property and any notice, order or proposal relating to the Property (or any building of which the Property forms part) given, made or issued under or by virtue of any statute, regulation, order, direction or by-law by any competent authority
- (6.2) To pay the Landlord fully for any reasonable costs or damage suffered by the Landlord as a consequence of any breach of the agreements on the part of the Tenant in this Agreement
- (6.3) Within the last two months of the tenancy to permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at reasonable hours in daytime to enter and view the Property with prospective tenants or purchasers, having first given the Tenant a reasonable period of notice
- (6.4) That where the Property is left unoccupied, without prior notice in writing to the Landlord or Agent, for a prolonged period, the Tenant has failed to pay rent for that period, has shown no intention to return, the Tenant is deemed to have surrendered the Tenancy. This means that the Landlord may take over the Property and re-let it
- (6.5) To properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended and where the Property is left vacant for more than 28 consecutive days and the rent is paid, to notify the Landlord or his agent, and to allow him access to the property in order to secure it where necessary

**7. End of tenancy**

- (7.1) To return the Property and Contents at the end of the tenancy in the same clean state or condition as they were at the commencement of the tenancy
- (7.2) To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy
- (7.3) To return the keys of the Property to the Agent on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Agent in securing the Property against re-entry where keys are not returned

**8. The Landlord agrees with the Tenant that:**

- (8.1) The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent, however this does not preclude the Landlord from taking action through the courts should the Tenant fail to pay the rent due or be in breach of the Tenancy Agreement
- (8.2) The Landlord will return to the Tenant any rent payable for any period during which the Property may have been rendered uninhabitable by fire or any other risk which the Landlord has insured

9. Subject to the condition that a Landlord must obtain a court order for possession of the Property before re-entering the premises; if the Tenant does not:

- (a) pay the rent (or any part of it) within 14 days of the date on which it is due; or
- (b) comply with the obligations set out in the agreement,

then the landlord may re-enter the Property and end the Tenancy.

**This right must be exercised in the correct way through the Courts and only the Court can order the Tenant to give up possession of the Property**

10. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 (see note 4)

11. In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"The Landlord" includes the persons who during the period of the tenancy have a legal interest in the property

"The Tenant" includes those who might inherit the tenancy. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually. Joint and several liability means that any one of the members of a party can be held responsible for the full rent and other obligations under the agreement if the other members do not fulfil their obligations

**12. The parties agree:**

- (12.1) Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home; or intends to occupy the Property as his or her only or main home

(12.2) The tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988

(12.3) Before the Landlord can end this tenancy, he shall serve any notice(s) on the Tenant in accordance with the provisions of the Housing Acts. Such notice(s) shall be sufficiently served if served at the last known address of the tenant in accordance with section 196 of the Law of Property Act 1925 (see note 5)

13. The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto

**THE FIRST SCHEDULE** *(attach a separate sheet if necessary)*

**Special conditions: It is strictly forbidden to smoke in this property without prior written notice from the landlord.**

**SIGNED by the LANDLORD(s) :-**  
(or the Landlord's Agent)

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**In the presence of :-**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Occupation: \_\_\_\_\_

Witness Signature \_\_\_\_\_

**SIGNED by the TENANT(s) :-**

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**In the presence of :-**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Occupation: \_\_\_\_\_

Witness Signature \_\_\_\_\_