

17/07/2017 24 JULY 2017  
PAID £5950 TAYLOR ROBINSON  
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# **1. THE MAIN TERMS OF THE AGREEMENT**

## **DATE**

14/07/2017

## **THE LANDLORD Name and Address**

Mr Jonathan Bowers  
Keeper Knights Copthorne Road  
Crawley  
West Sussex.  
RH10 3PB

## **THE TENANT**

Miss Karen Treleaven  
Mr Allan Sives

## **THE AGENT**

Taylor Robinson lettings Ltd  
2 Brittingham House, Orchard Street,  
Crawley, West Sussex, RH11 7AE

## **THE PROPERTY**

The Studio/Study Keepers Knight  
Copthorne Road  
Crawley  
West Sussex.  
RH10 3PB

## **TERM OF THE TENANCY**

12 Months with a 6 months breakclause

## **COMMENCEMENT DATE**

14 July 2017

## **TENANCY EXPIRY DATE**

13 July 2018

## **RENTAL PERIOD**

Monthly

## **RENT PAYABLE**

£825.00

## **RENT DUE DATE**

On The 14<sup>th</sup> Day Of Each Month

## **PERMITTED OCCUPANT(S):**

## **DEPOSIT**

£1,237.50

# **TENANCY AGREEMENT**

## **WITH DPS**

Relating to:

The Studio/Study Keepers Knight  
Copthorne Road  
Crawley  
West Sussex.  
RH10 3PB

Commencement of tenancy:  
14 July 2017

### **INFORMATION FOR PROSPECTIVE TENANTS**

This is an Assured Shorthold Tenancy Agreement under the Housing Act 1988 (as amended by the Housing Act 1996).

Before you sign it you should read it carefully and make sure you understand the responsibilities and rights of both the landlord and the tenant.

You may wish to consider matters before signing and if unsure take some advice, from a solicitor, Citizens Advice Bureau or Law Centre.

Once signed and completed it becomes a contract between you and your landlord.

The Agent should also serve the Terms and Conditions of the DPS on the Tenant.

This Agreement is only for use in England and Wales.

Not to be used for agreements of a fixed term of more than three years which must be signed as a Deed.

## **2. The Deposit**

- 2(a) The Tenant agrees to pay to the Landlord's Agent the Deposit on the signing of this Agreement who will register the Deposit and lodge it with the Deposit Protection Service.
- 2(b) The Deposit paid by the Tenant is held as security for the performance of the Tenant's promises and obligations under the Agreement and to compensate the Landlord for any breach by the Tenant of the matters set out in this Agreement.
- 2(c) The Deposit will be paid to the Agent who is a member of the Deposit Protection Service ("DPS") who will register the Deposit and forward it to DPS within thirty days of the commencement of the Tenancy or receipt of the Deposit whichever is earlier and give to the Tenant a copy of the Prescribed Information and The Terms and Conditions of DPS which must be signed by both parties. The Tenant should contact DPS after the fourteen days to check the Deposit has been lodged and registered with DPS. The terms and conditions and Alternative Dispute Resolution Rules governing the protection of the Deposit including the repayment process can be found on the website of DPS. The website address is [www.depositprotection.com](http://www.depositprotection.com). For further information on Tenancy Deposit Protection in general the Tenant can click on the website [www.communities.gov.uk/tenancy](http://www.communities.gov.uk/tenancy) deposit.
- 2(d) DPS shall pay interest to the Tenant if the base rate of the Bank of England exceeds 2.32%. The interest shall be added to the Deposit held by DPS.
- 2(e) The Tenant agrees that if more than one person forms the Tenant that the name of one person who will be known as the nominated tenant ("Nominated Tenant") who will be responsible for negotiating any deductions with the Landlord or the Agent and communicating with DPS will be provided to the Landlord or the Agent within thirty days of the Tenancy starting or the Deposit being taken whichever is earlier. The Nominated Tenant will be the only person who can contact DPS and handle any disputes on behalf of the Tenant. By signing the Tenancy agreement all persons forming the Tenant agree to abide by the decision of the Nominated Tenant.
- 2(f) The Deposit has been taken for the following purposes:
- 2(f)(1) Any damage, or compensation for damage, to the Property its Fixtures and Fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the Tenancy, insured risks and repairs that are the responsibility of the Landlord.
- 2(f)(2) The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy Agreement, including those relating to the cleaning of the Property, its Fixtures and Fittings; any costs incurred by the Landlord or the Landlord's Agent in re-letting the Property if in breach of this Agreement the Tenant vacates the Property prior to the end of the fixed Term unless the termination is in compliance with a break clause; and any housing benefit which is clawed back by the local authority from the Landlord or the Landlord's Agent.
- 2(f)(3) Any loss due to any other breach of the terms of the Agreement.
- 2(f)(4) Any unpaid accounts for utilities, telephone, or water charges including environmental services and sewerage or other similar services or council tax incurred at the Property for which the Tenant is liable.
- 2(f)(5) Any Rent or other money due or payable by the Tenant under the Tenancy Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy.
- 2(g) The holding and use of the Deposit shall be separate from any other rights and remedies of the Landlord under this Agreement.

7. Any administration costs not paid by any assignee if the Landlord agrees to an assignment which are incurred by the Agent following the early ending of the Tenancy by the Tenant will be deducted from the Deposit.
8. The reasonable costs of any damage caused by the negligence or misuse of the Property or the Fixtures and Fittings by the Tenant, the Tenant's family or the Tenant's visitors.
9. Any re-letting costs or commission incurred by the Landlord if the Tenant vacates the Property early apart from according to a break clause.
10. All reasonable costs and expenses awarded by the Court or incurred by the Landlord for the following:
  - recovering or attempting to recover any Rent or other monies in arrears;
  - the enforcement of any reasonable obligation of the Tenant under this Agreement;
  - the service of any Notice relating to any major breach of this Agreement whether or not court proceedings are brought;

Any reasonable amount incurred by the Landlord when the Landlord is entitled to do anything or seek compensation to remedy any breach of this Agreement by the Tenant; within seven days of written demand, unless alternatively the Landlord decides to deduct the amount from the Deposit at the end of the Tenancy.

### 3(c) Services

1. To notify the suppliers of gas water, electricity, other fuel and telephone services to the Property that the Tenancy has started
2. To apply for the accounts for the provision of those services at the start of the Tenancy to be put into the name of the Tenant and to maintain all these services for the total length of the Tenancy paying all standard charges and all charges for the consumption of these services.
3. To pay for all services to the Property: The gas, electricity, water rates including sewerage and environmental services (if applicable and if not included in the Rent) council tax (or any other property tax) telephone line rental and call charges, television licence fee and satellite or cable fees if installed.
4. Not allow any of these services to be discontinued or disconnected at any time and to pay to the Landlord all costs incurred in the re-connection of any service (including any arrears of payment) following disconnection of any service whether caused by anything done or not done by the Tenant.
5. Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Property. This includes the installation of any pre-payment meter.
6. Not to change the supplier of these services, or the telephone number at the Property, without formal permission from the Landlord or the Agent, such permission not to be unreasonably withheld or delayed. The Tenant will provide the name address and account number of the supplier to the Landlord or the Agent promptly after any transfer has been made.
7. To pay for all charges associated with any change of supplier and the transfer back to the original supplier at the end of or earlier termination of the Tenancy.
8. To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Property.
9. To pay promptly all correct accounts for these services at the end of the Tenancy following final readings and billings and provide a copy of a receipted invoice for water charges to the Landlord or the Agent. This includes the installation of any pre-payment meter.
10. To pay for the emptying of the septic tank or cess pit (if applicable) throughout the Tenancy and at the end of the Tenancy provided it has been emptied prior to the start of the Tenancy and proof has been provided by a copy of an invoice from the service provider.

12. To look after the Fixtures and Fittings in or on the Property and to protect them from destruction or damage.
13. To pay for any repair that may be necessary or the replacement of any article with a matching article of a similar kind and of equal value if the Property or any Fixtures and Fittings are destroyed or damaged during the Tenancy due to the negligence or misuse of the Tenant, his family or visitors. This obligation excludes liability for:
  - (1) fair wear and tear; and
  - (2) any insured risks of the Landlord; or
  - (3) repairs that are the responsibility of the Landlord.
14. To take all reasonable precautions to protect the Property, its pipes and any equipment from damage that might be caused by freezing weather provided the pipes and installations were insulated at the start of the Tenancy.
15. To take all reasonable precautions to prevent infestation of the Property and to pay for the eradication of any infestation caused by the negligence of the Tenant, his family or his visitors.
16. To carry out any work or repairs that the Tenant is required to carry out under this Agreement within a reasonable time of being notified; provided the Landlord or the Agent has given the Tenant written notice of those repairs; or to authorise the Landlord or the Agent to have the work carried out at the Tenant's expense. Where this obligation has not been met, the Landlord may enter the Property (provided the Tenant has been given at least 24 hours notice in writing) with workmen, to carry out any repairs or other works. The reasonable cost of any repairs or work will be charged to and paid for by the Tenant.
17. To take reasonable precautions to keep all gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts free of obstruction.
18. To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated and to wipe down any surfaces affected by condensation to prevent mould growth.
19. To clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Property, if the blockage is caused by the negligence of, or the misuse by the Tenant, his family or any visitors.
20. To return to the Landlord at the end of the Tenancy the Property and the Fixtures and Fittings in the same state and condition specified in the Inventory and Schedule of Condition.
21. To leave the Fixtures and Fittings at the end of the Tenancy in the same places in which they were positioned at the commencement of the Tenancy as shown in the Inventory and Schedule of Condition prepared at the start of the Tenancy.
22. Not to register a company at the address of the Property.
23. Not to run a business solely from the Property.
24. Not to use the Property for any illegal purpose.
25. Not to hold or allow any sale by auction at the Property.
26. Not to use or consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law other than according to any conditions required for the legal use of such restricted substances.
27. Not to use the Property or allow others to use the Property in a way which causes a nuisance annoyance or damage to any neighbouring, adjoining or adjacent property or the owners or occupiers of them. This includes any nuisance caused by noise.
28. Not to decorate or make any alterations or additions to or in the Property without the prior consent of the Landlord or the Agent which will not be unreasonably withheld.
29. Not to remove the Fixtures and Fittings of the Property or to store them in any way or place inside or outside the Property which could reasonably lead to damage to the Fixtures and Fittings; or to the Fixtures and Fittings deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy.

1. Not to deposit or store coal or fuel on any part of the Property save and except in the area or receptacle set aside for that purpose.
2. Not to keep combustible, inflammable, dangerous or offensive goods, substances or other materials at the Property apart from those required for general household use.

3(h) Insurance

- (1) Not to compromise or invalidate or do anything which might adversely affect the Landlord's insurance policy or any insurance policy on the Property or to cause the premiums to be increased.
- (2) To pay to the Landlord all reasonable sums paid by the Landlord for any increase in the insurance premium for the policy, or necessary expenses incurred as a result of a failure by the Tenant, his family, or visitors, to comply with this Agreement.
- (3) To inform the Landlord or his Agent and provide written details of any loss or damage to the Property or Fixtures and Fittings, promptly upon the damage coming to the attention of the Tenant.

**The Tenant is advised to take out and maintain appropriate insurance on all his own furniture, contents and effects in the Property.**

3(i) Absence from the Property

- (1) To formally notify the Landlord or the Agent if the Property is to be unoccupied for any period in excess of two weeks.
- (2) To comply with any conditions set out in the Landlord's insurance policy for empty premises, provided a copy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter. This provision shall apply whether or not the Landlord or the Agent has been or should have been notified of the absence under this Agreement.

3(j) Cleaning

- (1) To wash, iron and press linen, bedding, curtains and net curtains in the Property regularly and at the end of Tenancy.
- (2) To vacuum and clean all soft furnishings and the Fixtures and Fittings in the Property regularly and at the end of the Tenancy.
- (3) To clean the inside and outside of all easily accessible windows of the Property regularly and at the end of the Tenancy.
- (4) To clean the Property and the Fixtures and Fittings regularly and to clean or pay for the professional cleaning of the Property and the Fixtures and Fittings to the same standard as detailed in the Inventory and Schedule of Condition at the end of the Tenancy.

3(k) Access and visits

- (1) To permit the Landlord, any Superior Landlord, the Agent or the Superior Landlord's agent, with or without workmen or professional advisers authorised by the Landlord or the Agent access to the Property during reasonable hours (except in an emergency) provided the Tenant has been given at least 24 hours written notice in advance of the proposed visit and the Tenant consents to the date and time for the following:
  - a. to visit, inspect, repair and maintain the Property and the Fixtures and Fittings or the building of which the Property forms part;
  - b. the Tenant has not complied with a written notice under clause 3(e)(16) of this Agreement and the Landlord or the Agent wishes to enter the Property in accordance with that clause;

- (1) Not to cause a nuisance or annoyance to occupiers of adjoining properties.
- (2) Not to use or play any electrical equipment or musical instrument or practice singing at the Property in a manner which causes annoyance to occupiers of adjoining properties.
- (3) Not to create any excessive noise clearly audible outside the Property, in particular between 11p.m. and 9a.m (inclusive).

#### 3(o) Animals

Not to keep animals or pets at the Property without the Landlord's or the Agent's written consent which will not be unreasonably withheld.

#### 3(p) Alterations and Decoration.

- (1) Not to make any alterations or additions to the Property either internally or externally or erect any new building or structure and not to damage or allow others to damage any walls or timbers in the Property.
- (2) Not to cause any damage to the decorations and to any internal or external surface of the Property.
- (3) Not to decorate the Property without the consent of the Landlord which will not be unreasonably withheld.

#### 3(q) Car Parking

- (1) To park private vehicle(s) only at the Property in the space, garage or driveway allocated to the Property, if applicable.
- (2) To keep any garage, driveway, or parking space free of oil and to pay for the removal and cleaning of any spillage caused by a vehicle of the Tenant, his family, contractors or visitors.
- (3) To remove all vehicles belonging to the Tenant, his family or visitors at the end of the Tenancy.
- (4) Not to park any vehicle at the Property which is not in a road worthy condition fully taxed and insured.

#### 3(r) Refuse

- (1) To remove or pay for the removal of all rubbish from the Property, during and at the end of the Tenancy.
- (2) To place all refuse in a plastic bin liner, put it in the dustbin or receptacle made available and dispose of it through the services provided by the local authority.

#### 3(s) Energy Performance Certificate ("EPC")

- (1) To confirm that the Tenant has been provided with a Certificate which satisfies the requirements of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 prior to the signing of this Agreement.

#### 3(t) The Check Out and End of the Tenancy

- (1) To attend the check out of the Property with the Landlord and/or the Agent or inventory clerk at the end of the Tenancy in order to examine the condition and cleanliness of the Property and Fixtures and Fittings detailed in the Inventory and Schedule of Condition.

- (7) To pay all charges imposed by any Superior Landlord for granting this Tenancy.
  - (8) To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.
  - (9) To insure the Property and the Fixtures and Fittings against all normal risks with a reputable insurance company; to maintain the cover at all times during the Tenancy; and to provide details to the Tenant of any relevant sections of an insurance policy or any replacement of it.
  - (10) To keep in repair and proper working order.
    - (1) The structure and exterior of the Property including drains, gutters and pipes;
    - (2) All basins, sinks baths and other sanitary installations in the Property;
    - (3) All installations for heating water and space heating in the Property;
    - (4) Certain installations for the supply of water, gas and electricity;and to carry out repairs within a reasonable time of being notified by the Tenant.
  - (11) To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated in the Tenancy Agreement.
  - (12) To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Fittings, unless the lack of repair is due to the negligence or misuse of the Tenant, his family, or visitors.
- 7(b) Ownership and Consents
- (1) To confirm that the Landlord specified in this Agreement is the owner of the leasehold or freehold interest in the Property.
  - (i) To confirm that all consents necessary to let the Property to the Tenant have been obtained from any Superior Landlord, mortgagees, insurance companies and others.
- 7(c) Safety Regulations
- (1) All gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record will be given to the Tenant at the start of the Tenancy and annually thereafter.
  - (2) All the Fixtures and Fittings, furniture and equipment within the Property complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
  - (3) All electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
  - (4) Any electrician carrying out electrical work at the Property is a member of an approved scheme.
  - (5) To confirm that as of 1<sup>st</sup> December 2015 the property complies with the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 and that the landlord has installed a smoke alarm on every floor and carbon monoxide in every room where a solid fuel appliance is present. The Landlord hereby confirms these were checked at the start of the tenancy.
- 7(d) Other Taxes and Charges
- (1) To pay, cover and compensate the Tenant for all tax assessments and outgoings for the Property apart from those specified as the obligations of the Tenant in this Agreement.
  - (2) To pay for the making of a fully comprehensive Inventory and Schedule of Condition prior to the commencement of the Tenancy.

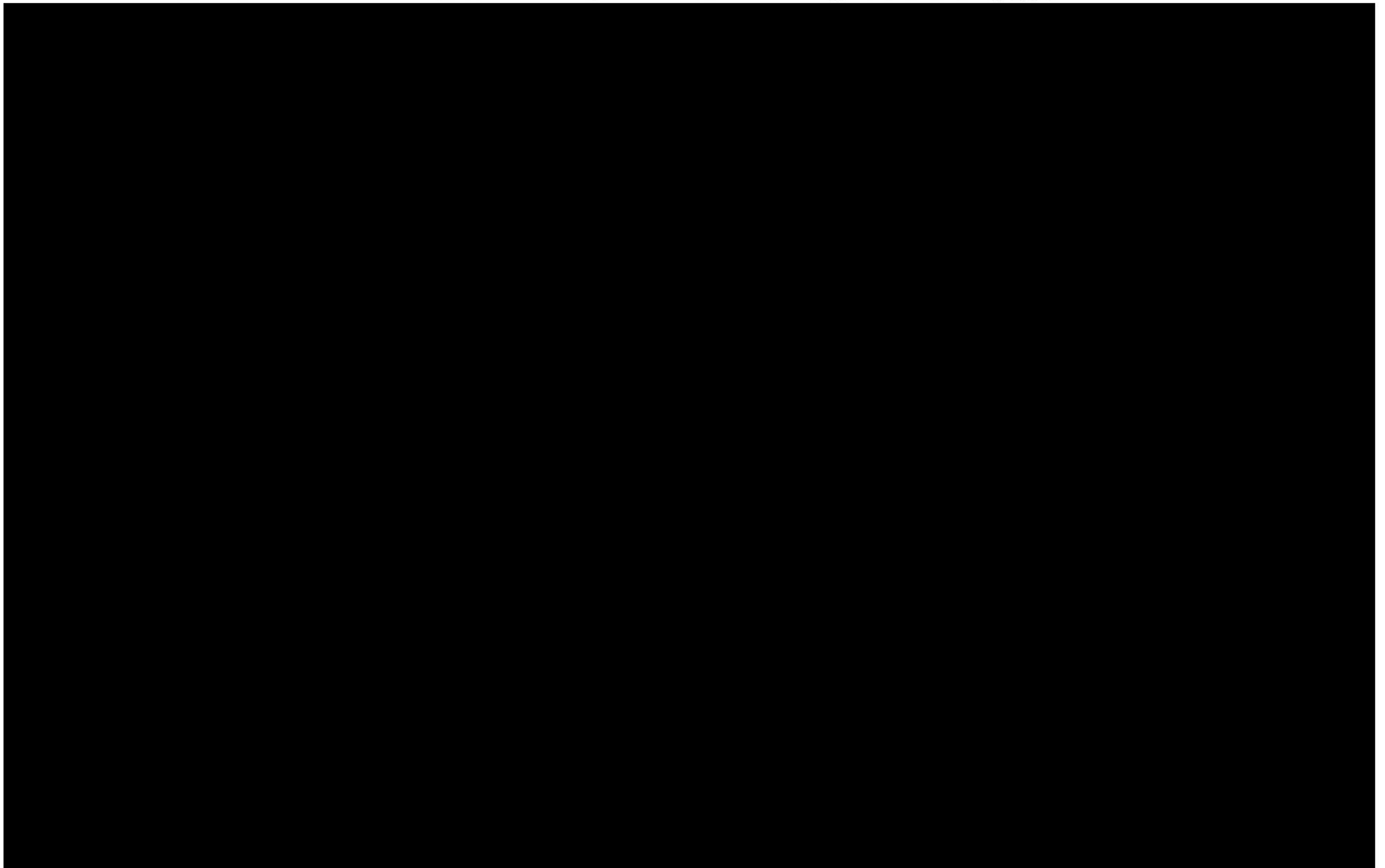
## 11.THE SIGNING OF THE DOCUMENTS.

It is usual to sign two separate copies of these agreements. The copies of the Agreements are then dated and exchanged.

The copy known as the "original" is signed by the Landlord and handed to the Tenant.

The copy known as the "counterpart" is signed by the Tenant and handed to the Landlord.

Upon signing this document you confirm you have read and agreed to each page.



See attached Terms and Conditions for further information

\* In accordance with The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

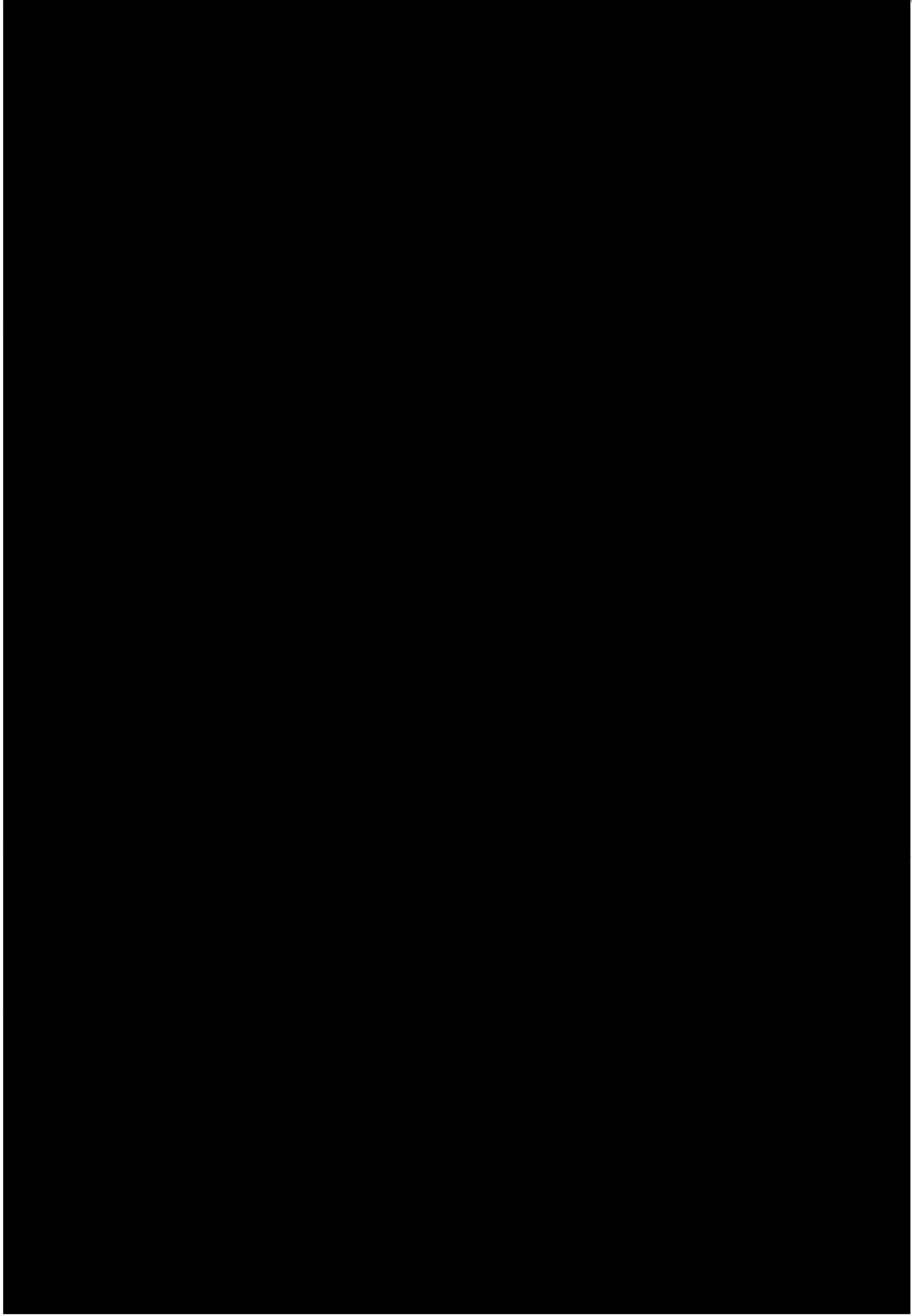
7. Tenancy specific information

(a) Amount of deposit paid.

£ £1,237.50

(b) Address of property to which the tenancy relates.

**The Studio/Study Keepers Knight, Conthorne Road, Crawley, West Sussex, RH10 3PB**





### **5. Individually negotiated clauses**

In addition to or instead of the standard clauses listed above, the following have been individually negotiated between the Landlord and the Tenant as part of this Tenancy Agreement.

#### ***1. Additional £100 monthly payment***

It is agreed that an additional £100 will be paid with the rent each month. This figure covers the use of all water, sewage, contribution to Council Tax and also the provision of a basic internet service (Talktalk) up to a maximum sum of £20 per month. It is accepted that if the tenant upgrades the internet service, the extra charge (over £20) will be reimbursed to the landlord immediately.

#### ***2. Parking***

It is agreed the tenant will have the right to park immediately to the right of the Studio Study (2 spaces) but will always allow free vehicular access for the landlord to the other outbuildings and store sheds adjacent to the Studio Study. It is understood the landlord is conducting various improvements to those outbuildings. A maximum number of three vehicles to be parked at any one time

#### ***3. Electricity***

It is agreed that the tenant will pay the landlord directly the amount due under a separately metered supply which records the Studio Study's usage only. Photographic evidence of usage will be provided and the tenant is invited to jointly view the meter at every reading. Reimbursement must be made within three days of the landlord requesting payment of the electricity used.

#### ***4. Administration Charge***

An administration charge of £40 per month will become immediately payable if the rent due has not been received in the landlords account by the rent due date.

#### ***5. Building Works***

It is understood that the landlord is building a new small garage/Boathouse on the lake shoreline and there will be some builder traffic from time to time. The landlord will ensure that any disruption will be kept to an absolute minimum.

#### ***6. Garden Area***

There is a very rough yard store / garden to the rear of the Studio Study which is included as is the front patio about 9 metres by 3 metres.



[www.archersproperty.com](http://www.archersproperty.com)

also at  
Purley 020 8668 9777