

Managing properties
Creating homes

The logo for ExtraLet features a green outline of a house roof above the word 'EXtraLet'. 'EX' is in purple, 'tra' is in green, and 'Let' is in purple.

Information

for landlords

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Exeter City Council

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What is EXtralet?

EXtraLet is a scheme run by Exeter City Council to improve access to private rented accommodation for households in housing need.

The Council will help private sector landlords bring properties up to the Decent Homes Standard and act as a managing agent, charging a competitive management fee and offering:

- ✓ Rent paid quarterly in advance
- ✓ A rent and damage deposit guarantee to the value of six months rent
- ✓ Guaranteeing 50% of the rent during void periods for up to two months
- ✓ Arranging and paying for annual gas safety checks
- ✓ Arranging for the initial electrical safety check
- ✓ Arranging for an asbestos check
- ✓ Arranging for the Energy Performance Certificate at a favorable rate
- ✓ Covering the cost of up to 3 repairs a year, of up to £150 per repair
- ✓ A fast tenant referral system
- ✓ Credit and referencing service
- ✓ Regular management inspections
- ✓ A comprehensive inventory together with digital photographs
- ✓ Help with legal expenses
- ✓ Rent linked to Local Housing Allowance which is based on market rents
- ✓ Access to Private Sector Renewal Grants (subject to availability)



And all for a 10% Management fee (+VAT)

The scheme accepts quality unfurnished properties with a secure garden or outside area (subject to requirements).

About the property

EXtraLet is interested in good quality, unfurnished properties, with a secure outside area. However, we will consider other properties such as flats.

Good Quality?

We need to ensure that the properties we take on meet the Decent Homes Standard which means they are safe, in good repair and have basic amenities. Our letting and safety standards are detailed later in this Information Booklet.



Landlords whose properties need upgrading may benefit from Private Sector Renewal Grants (subject to availability).

The property should have suitable floor coverings (i.e. carpet or sealed wood strip in main rooms and non-slip vinyl in kitchens and bathrooms), curtains or blinds, lampshades and bulbs and garden tools if required

What do I do next?

If having read the information contained in this guide you decide you would like to explore the scheme further, please contact us and we will help you through the process.

Initial inspection of your property?

We will arrange to visit the property to identify what, if anything, needs doing to bring the property up to our letting standard. They will also be able to answer any questions you may have and discuss any particular concerns. This service is free and with no obligation. After the initial inspection we will discuss with you anything that needs doing to improve your property, how it will be done and how it might be paid for. EXtraLet may be able to arrange some or all of the works for you.

Am I able to get help to improve my property?

You may be able to access Private Sector Renewal Grants. We will be able to advise you which grants are available. Grants can be used for rewiring, defective kitchens and bathrooms, decoration and carpets, adequate heating system and other thermal efficiency measures. Information on our Private Sector Renewal Grants is detailed later in this Information Booklet.

What does the landlord have to do?

Before we can take the property under management we will need to see proof of ownership, a copy of your buildings insurance and written permission from your mortgage lender.



Inventory

A comprehensive inventory and detailed schedule of condition with comprehensive photographs will be done at the property. This will be referred to when carrying out management inspections and assessing the property at the end of the tenancy.

Sole Agency Agreement

Once the property is ready to be let, the Sole Agency Agreement can be signed. The Sole Agency Agreement details the areas of responsibility between you, the tenant and EXtraLet. The main responsibilities of the landlord are to:

- ✓ provide the property in the condition agreed prior to the Sole Agency Agreement being signed and to make sure it is well-maintained and safe for the period of the Sole Agency Agreement
- ✓ insure the building, to include £2m public liability, provide evidence of insurance yearly upon renewal and claim against the insurance if required
- ✓ allow EXtraLet to manage the property, and the occupants to live in the property without interference

How will my property be looked after?

Regular inspections

Regular internal and external visual inspections of your property will be carried out with notes and photographs of any variation in condition or defects in the property recorded and any matters requiring attention reported back to the landlord.

Repairs and maintenance

Repairs may be necessary during the term of the Sole Agency Agreement. We are able to arrange repairs on your behalf. We will agree in advance the level of responsibility you wish us to have in arranging repairs and replacements. Usually we will arrange repairs up to the value of £150 without authorisation, however if the repair is likely to cost more than this we will contact you.



We are aware that some landlords wish to carry out repairs and maintenance themselves. If you have a preference for particular tradesmen to be employed, we shall be pleased to instruct them on your behalf provided they are readily available and reliable.

Where there is an emergency, we may have to arrange the repair immediately to prevent any further damage to the property.

Who will be my tenant?

Tenants will come through one of two different routes. The first would be approaching the Council as potentially homeless, the second by bidding through Devon Home Choice.

Route One - EXtralet

Prospective tenants will be households in housing need as identified by the Council's Housing Options team and referred to EXtraLet by them.



Households can find themselves in housing need due to the ending of an Assured Shorthold Tenancy, a relationship breakdown or friends and family no longer able to accommodate them. Most households will have been managing successfully in the private sector prior to their tenancy coming to an end.

Route Two - EXtraletPLUS

Your property would be advertised on Devon Home Choice and prospective tenants would be able to bid on it. You would be advised of the successful tenant. For more information on Devon Home Choice visit www.devonhomechoice.com.

Referencing

All tenants will be asked to complete an application form and provide two references. The name of their most recent landlord must be given if they have ever held a tenancy. In addition, we will complete an assessment and obtain information from the credit referencing agency Experian in order to find you a suitable tenant.

Fast tenant referral system

Many families present to the Housing Options Team at Exeter City Council each month. Families referred to EXtraLet have undergone checks and as a result we will have a list of eligible tenants for each available property.

How much rent will I receive?

Most tenants will be in receipt of Local Housing Allowance (LHA) or Housing Benefit. As we are looking for these tenancies to be affordable, sustainable and long-term housing solutions. Rent is set at the beginning of the tenancy in line with the LHA rate for the size of the property. For current rates see www.exeter.gov.uk/index.aspx?articleid=11099

What happens when the tenant moves out?

Rent & Damage Guarantee

When the tenant vacates, the property will be inspected to establish its condition. Your property may not be in exactly the same condition as you left it. Depending on the length of the tenancy, the décor, carpets, fixtures and fittings will have aged. However if your property has suffered more than fair wear and tear we will be able to reimburse you the cost of the works up to the value of six months rent under our unique rent and deposit guarantee.

Void Guarantee

EXtraLet operates a fast tenant referral system in order to minimise void periods. We will attempt to re-let your property within two weeks, however, if in the unlikely event we are unable to, EXtraLet will continue to pay you 50% of the rent for a maximum period of two months during the void period.

Utilities

EXtraLet will read the meters and inform the gas, electricity and water companies each time there is a change of tenant and when the property is empty. The landlord is responsible for the cost of the utilities during void periods. However, EXtraLet will normally arrange the payment on your behalf.

Letting and Safety Standards

We need to ensure that the properties we take on are safe, in good repair and have basic amenities.

Minimum Habitable Standards

Any property managed by EXtraLet must meet the Decent Homes Standard. All EXtraLet properties must:

- ✓ be structurally stable and free from serious disrepair;
- ✓ be free from dampness prejudicial to the health of the occupants;
- ✓ be clean and tidy to floors, windows, carpets and surfaces;
- ✓ have adequate provision for lighting, heating, and ventilation;
- ✓ have an adequate piped supply of wholesome water;
- ✓ have satisfactory facilities for the preparation and cooking of food, including a sink with a satisfactory supply of hot and cold water;
- ✓ have a gas (where available) and electric cooker point;
- ✓ have space and plumbing for a washing machine;
- ✓ have handrails to staircases;
- ✓ any gap between vertical balusters should be no greater than 10cm (4") or if the banisters are 'ranch' style (i.e. can be climbed), these must be boarded using fire safe MDF/ply board and should be a minimum height of 1.1m,
- ✓ for the exclusive use of occupants have a suitably located WC, fixed bath or shower and wash-hand basin each of which is provided with a satisfactory supply of hot and cold water;
- ✓ have an effective system for draining foul, waste and surface water; and
- ✓ be free from Category 1 and 2 hazards under the Housing Health & Safety Rating System (HHSRS).

(For flats, there are requirements similar to the above for the "common" parts of the building outside the flat such as stairways, halls etc.)

For more information on the Decent Homes Standard and HHSRS visit www.communities.gov.uk

Interpretations

Amenities

- ✓ There should be a separate bath or shower-room and any WC should either be in this room or in another separate room. All should be accessible without leaving the building i.e. an outside toilet is not acceptable.
- ✓ The kitchen area should include a sink with draining board, space and plumbing for a washing machine, adequate and hygienic work surfaces (normally at least 2M in length), adequate storage space including space for a refrigerator; space for a free-standing cooker with appropriate electric and gas connections (where gas is available), unless the cooker is built-in; and at least six appropriately positioned double sockets (or equivalent) in addition to the cooker outlet.

Insulation, Ventilation and Windows

- ✓ All main rooms must have windows providing opening spaces equivalent to one twentieth of the floor area of the room
- ✓ The windows which are supposed to open need to work
- ✓ Ideally windows should be fitted with trickle vents or have the ability to vent whilst locked.
- ✓ Any window above ground floor with a sill height of less than 1.1 meters must have safety restrictors to prevent falls from heights
- ✓ Bathrooms, and kitchens require automatic electric extraction (i.e. fans) which incorporate a high level isolator switch to prevent the extraction being overridden.

Heating

There needs to be a fixed heating appliance or radiator in every room. Portable gas or electric heaters are not acceptable. If the heating appliance is an electric fire it can only be a wall-mounted convector or night storage heater and it must be connected to a fused spur not just plugged in. Ideally, properties will have gas-fired central heating . Please note: Warm air heating systems are not acceptable on the scheme and we cannot accept properties that have gas appliances fitted within the bathroom.

Gas, Electric, Asbestos and EPC

For the safety of your tenant, before the Sole Agency Agreement is signed we will need you to provide us with safety certificates. We can arrange the Gas Safe Register™ certificate, the NICEIC electrical safety certificate, asbestos survey and Energy Performance Certificate (EPC) on your behalf. For further information please contact us and we will help you through the process.

Gas Installation

The heating installation and any appliances must pass the **Gas Safe Register™ Safety Certificate** check and be working satisfactorily.

Electric Installation

An up-to-date inspection certificate from a NICEIC registered electrician must state that no Code 1 or 2 works are needed. There must be:

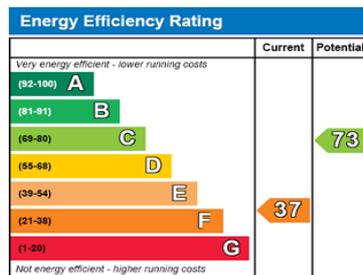
- ✓ no damage to electrical fittings (plugs, light switches etc)
- ✓ sheathed cable to light pendants (not twisted-pair flexes)
- ✓ adequate earth-bonding of pipe-work etc
- ✓ enclosed light fittings in bathrooms (unless within the required zones)
- ✓ a minimum of six double sockets or equivalent in the kitchen
- ✓ a minimum of three/four double sockets in each bedroom dependant on size of the room
- ✓ a minimum of four double sockets in the main living room
- ✓ switch gear to the consumer units must be at least 1.5M (5') above floor level or boxed securely
- ✓ ring mains which is protected by RCD devices
- ✓ a hard wired interlinked smoke alarm on each floor

Asbestos

Exeter City Council is obliged to have an asbestos survey to enable us to inform both the tenant and contractors of any asbestos at the property.

Energy Performance Certificate (EPC)

Since 1st October 2008 all property being bought, sold, built or rented are required by law to have an Energy Performance Certificate (EPC). The certificate lasts for 10 years and gives a carbon dioxide and energy efficiency rating of A-G (A being the most efficient and G being the least).



Notes are also made on any improvements that could raise the efficiency of the building, cutting the cost of bills and helping to reduce the general carbon footprint. The penalty for non-compliance can be up to £200 and they can only be produced by an accredited domestic energy assessor.



Private sector renewal grant

Who can apply?

Anyone who has a suitable property and enters into a Sole Agency Agreement with EXtralet.

What can I receive grant for?

The grant will be given to help bring the property up to the Decent Homes Standard by, for example:

- ✓ Repairing defects in the structure
- ✓ Replacing defective doors and windows
- ✓ Rewiring/Installation of hard wired smoke alarms
- ✓ Installation of an adequate heating system
- ✓ Other thermal efficiency measures e.g. cavity wall and loft insulation and draught-proofing
- ✓ Addressing safety issues - i.e. low level glass
- ✓ Replacing defective kitchens and bathrooms
- ✓ Ensuring the property is lettable by renewing decorations and carpets where necessary
- ✓ Carrying out asbestos checks and works required

How much grant can I get?

There is a sliding scale of grant relief as shown below:

Amount of Expenditure*	Grant Rate
£1,250	100%
£1,251-£5,000	20%
£5,001-£10,000	10%
£10,001>	5%

**Works costs and any eligible grant service costs/fees*

Please Note: In the event of the Sole Agency Agreement being terminated prior to the fulfilment of the fixed term by either party, any remaining outstanding grant must be repaid.

Example

This is based on total refurbishment costs of £6,250 (which includes the 10% grant service fee).

Amount of Expenditure	Grant Level	Calculation	Amount of Grant
£1,250	100%	£1,250	£1,250
£1,251-£5,000	20%	20% of £3,750	£750
£5,001-£10,000	10%	10% of £1250	£125
£10,000>	5%	N/A	Nil
Total			£2,125

On this model the amount of grant given is £2,125 with a landlord contribution of £4,125.

Availability of Grant

There are limited funds available and applications are dealt with on a case by case basis.

Land Charge

Exeter City Council will register a Local Land Charge against your property for the amount of the grant. At the end of your Sole Agency Agreement, providing the cost of works have been repaid to the Council, the land charge will be lifted. Any mortgage will take priority to this charge.

A Land Charge is a legal procedure whereby the value of the grant is registered against the property on the Local Land Charge Register. This charge will be flagged up if the property is sold during the term of the registration and must be cleared before the sale can proceed.

How do I get the works done?

The Grant Service

We will organize the works on your behalf. There is a charge of 10% of the net cost of works for this service which can be added to the grant.

We will:

- ✓ Carry out an initial inspection of the property
- ✓ Obtain quotes for your approval
- ✓ Submit quotes to the grant officer for approval
- ✓ Instruct contractors to carry out the works
- ✓ Monitor the works to ensure compliance with the schedule
- ✓ Complete a final inspection of the works with you and the grant officer
- ✓ Arrange payment to the contractors

How is my contribution paid?

We recognise that everyone's circumstances are different and have tried to be as flexible as possible. There are a couple of different options available:

1. The Council recovers the landlord contribution from the landlord over the term of the Sole Agency Agreement. A Direct Debit arrangement would be put in place.

Or

2. The landlord reimburses the Council in full on the completion of works.

The grants officer will send an application pack which will need to be completed and returned. Failure to do so will result in the landlord being responsible for the full cost of the works.

Upon receipt of your authorisation we will organise quotes for the necessary works and organise any inspections by specialist contractors.

Once all quotes are obtained and all parties are happy to proceed a Licence will be sent to you for signing. The Licence allows the Council to take control of the property for the purpose of carrying out the works and confirms the agreement for the Council to manage the property upon completion of the works.

What happens when the work is complete?

The property will have a final inspection carried out when we will confirm whether the property is ready for the scheme.

An appointment will be arranged for the landlord to visit the property and sign off the works.

A Sole Agency Agreement will be sent to the Landlord for signing. Once the Agreement is signed and returned, the property is then taken onto the scheme.

What do I need to do now?

If you choose to proceed with the EXtraLet scheme please telephone us on 01392 265685 and we will make an appointment to visit the property.

Please do not hesitate to contact us should you have any questions or queries concerning either Private Sector Renewal Grant or EXtraLet.

Where substantial works are required

If the works to the property are substantial or structural the Council may require a building surveyor, architect, structural engineer or other specialist to be employed to specify and supervise the works. Each case will be decided on its merits. The reasonable costs of such professional services may be added to the works costs when the grant is calculated.

Through the grants service our management fee will be reduced in line with the level of work we would be doing by using a specialist.

If your property requires loft or cavity wall insulation and/or central heating we have access to other sources of grant funding.

Heating & Insulation Grants

Warmfront

The Warm Front Scheme currently provides a package of insulation and heating improvements up to the value of £3,500. It is a Government-funded initiative and the scheme is managed by Eaga.

As you will be a private landlord, your tenant may be eligible for a grant under the Warm Front Scheme provided they meet the criteria.

If your property has been identified as needing these measures an application can be made on your behalf once the tenant is in residence.

P L E A – Private Landlords for Energy Action

PLEA is an Exeter City Council initiative, managed by Energy Action Devon, which provides grants for private sector landlords to increase the uptake of energy efficiency measures in rented accommodation.

Grants are available for landlords with rented property (or properties) in the Exeter City Council area, that are residentially occupied or available for residential occupation (excluding holiday lettings and mobile homes).

Please note – all applicants must apply for insulation (unless for some reason this is not possible in the property). This is to ensure that the property is made as energy efficient as possible. The grant provided is generally enough to fully cover the cost of both cavity wall and loft insulation (however there may sometimes be extra costs for items such as vents or scaffolding, which will become apparent at the survey).

To apply for PLEA the landlord needs to complete an application form. On receipt of your application you will then be sent a grant approval letter authorising work to proceed and informing you how much funding you have been allocated.

Please be aware that both schemes are subject to availability and meeting the set criteria as laid down by them. We will be able to advise you further on both of these schemes.

Grant Works Support Service

The service is committed to the following service standards:

- ✓ Responding to telephone calls within 6 rings
- ✓ Responding to answer phone messages within 48 hours
- ✓ Responding to email communications within 48 hours
- ✓ Responding to letters within 5 working days
- ✓ Providing clear information at all times
- ✓ Keeping full records of all our dealings with contractors
- ✓ Obtaining the best value for money
- ✓ Ensuring works are done to a suitable standard

We will:

- ✓ Carry out an initial inspection of the property
- ✓ Arrange for a Grant Officer to assess the property and provide a schedule of works which qualifies for the grant scheme
- ✓ Agree the terms under which the grant works will proceed
- ✓ Obtain proof of ownership required for grant approval
- ✓ Prepare and collate the works information in sufficient detail to enable quotes to be obtained
- ✓ Obtain quotes for your approval, arranging access to the property as required
- ✓ Submit quotes to the Grant Officer for approval
- ✓ Discuss with contractors any problems with the quotes and make sure they are resolved
- ✓ Instruct contractors to carry out the works
- ✓ Arrange access to the property
- ✓ Monitor the progress of the works and ensure compliance with the schedule and recognised good practice
- ✓ Identify any minor faults on completion of the works and arrange for these to be rectified
- ✓ Complete a final inspection with you (the owner) and the Grants Officer to sign off the complete works
- ✓ Collate required certification (gas, electricity certificates, EPC etc)
- ✓ Arrange payment to contractors



Sole Agency Agreement (sample)

SOLE AGENCY AGREEMENT FOR MANAGEMENT OF A RENTED DWELLING

Date:

Parties:

(1) **EXETER CITY COUNCIL** of Civic Centre, Paris Street, Exeter, EX1 1JN ("the Council") and

(2) [Name] of
[Address]
.....("the Owner")

IT IS AGREED as follows:

1. Definitions

1.1 In this agreement the following expressions shall have the following meanings:-

"the Property" Means

"Contract Period" Means the period starting on the date of this agreement and continuing for unless this agreement is previously terminated in accordance with clause 7; upon expiry of the Contract Period the agreement will become periodic on a monthly basis with the Council being required to give 1 months notice and the Owner required to give 3 months notice if wishing to terminate the agreement.

"Continuation Period" Means any period of continuation of the agreement after the end of the Contract Period as mentioned above.

“the Fee” Ten per cent of the weekly rent exclusive of VAT payable in respect of the Property during the Contract Period and the Continuation Period.

“the Account” The Owner’s bank or building society account-

[Name]

[Account no.]

[Bank/ B Soc name and address]

.....

.....

[Sort Code]-.....-.....

or as otherwise notified by the Owner to the Council;

“Services” Means the services to be provided by the Council in relation to the Property set out in clause 3.

1.2 Unless the context requires otherwise, neuter words shall include the masculine and the feminine and vice versa, and singular words shall include the plural and vice versa.

2. Appointment

2.1 The Owner appoints the Council to be his agent to perform the Services during the Contract Period and the Continuation Period.

2.2 During the Contract Period and the Continuation Period, the Council will be the sole letting agent, and will be entitled to receive the Fee in respect of all of the time that the Property is let during the Contract Period and the Continuation Period, irrespective of the introducer. By entering into this agreement the Owner confirms that no introduction of a prospective tenant has already been made and that he will not instruct any other agent to let the Property during the Contract Period and the Continuation Period.

- 2.3 The owner also confirms that no previous tenants have been evicted without having alternative accommodation available to them to render the property empty.
- 2.4 The Owner authorises the Council to sign on his behalf any tenancy agreement or notice or other document relating to the letting or management of the Property.

3. The Services

- 3.1 In return for the Owner paying the Fee and complying with his obligations under this agreement, the Council agrees to perform the following Services throughout the Contract Period and the Continuation Period:
- (a) **Identify tenants** To identify tenants for the Property, being families or single people in housing need, threatened with homelessness, so as to ensure, based on our in house experience, that void periods are kept to a minimum.
 - (b) **Arrange tenancy agreements** To grant assured shorthold tenancies of the Property in accordance with the Housing Act 1988, each tenancy being for a minimum period of six months and thereafter continuing until terminated in accordance with that Act, at a rent equivalent to the Local Housing Allowance for the Property. The rent will be per week, and rent will be subject to increase or decrease annually depending on the Local Housing Allowance at the time of the commencement of any new tenancy and for tenants in situ for longer than 12 months after the first and then each subsequent year of their tenancy. (See www.exeter.gov.uk/index.aspx?articleid=11099 for a guide to Local Housing Allowance historic figures).
 - (c) **Out-goings** To use our in house experience, by assisting tenants to make the necessary arrangements, to transfer liability for Council Tax, electricity, gas, telephone, water and sewerage services (where available at the Property) to tenants for the duration of their tenancies.

- (d) **Housing Benefit** To use our in house experience, by assisting the tenant to make and pursue the necessary application, and by supplying information about the tenancy to the relevant Council department, to ensure that any entitlement to Housing Benefit is claimed and the claim processed promptly.
- (e) **Collect sums due from tenants** To use our in house experience to collect all rents and other sums from time to time payable to the Owner in respect of the Property (so far as they are not covered by Housing Benefit), and all arrears.
- (f) **Default by tenant**
- (i) Subject to (iii) below, the Council will account to the Owner for unpaid rent under clause 4.1 as if it had been paid.
 - (ii) Subject to (iii) below, if at the end of a tenancy the Property is not in the same condition as at the beginning of that tenancy, or any fixtures, fittings or furniture shown on the initial inventory are missing or not in the same condition, subject to fair wear and tear, to meet the cost of putting them into that condition, up to a sum not exceeding six months' gross rent (including any provision made under f(i)). The same applies if, at the end of the Continuation Period or if there is no Continuation Period at the end of the Contract Period, the Property or any of the items on the inventory are not present or in the same condition as at the beginning of the tenancy existing at that date.
 - (iii) Provided that the maximum aggregate payment in respect of items (i) and (ii) for each tenancy shall not exceed six months' gross rent. In agreeing to make these payments, the Council is not providing any warranty as to the status or suitability of a tenant.

- (g) **Voids** To pay to the Owner during void periods 50% of the amount of rent which would have been payable had the Property been occupied, for a maximum period of two months during each void period.
- (h) **Garden maintenance** To inspect the garden(s) of the Property on a regular basis, and if the garden is not being properly maintained, to arrange the necessary remedial works and to pay the cost of those works in so far as the Council is unable to recover them from the tenant.
- (i) **Arrange safety checks** To arrange each annual gas safety inspection at the Property, and other safety inspections required to bring the property to a lettable standard, during the Contract Period and the Continuation Period subject to being granted access to the Property by the tenant and the Owner being responsible for the cost of works found to be necessary as a result of the inspections.
- (j) **Maintenance** Subject to receipt of funds from the Owner in accordance with clause 6.1.3:-

To visually inspect from the ground the state of repair of the exterior of the Property once during the first six weeks of the Contract Period and at appropriate intervals thereafter, and to visually inspect the state of repair of the interior of the Property at similar intervals, to see if tenants are complying with the obligations of their tenancies;

To cover the financial cost of up to 3 repairs a year of no more than £150.00 per individual repair.

Outside of this and except in case of emergency to notify the Owner of all reasonably necessary works of repair and maintenance of the Property estimated to cost more than £150.00, to seek the Owner's instructions as to the carrying out of those works, and upon receipt of such instructions (including provision for payment) to arrange for the works to be done;

To arrange for all works of repair and maintenance of the Property not referred to the Owner as above.

4. Financial Arrangements

- 4.1 Every quarter in advance during the Contract Period and the Continuation Period, the Council shall pay into the Account, after deducting the Fee and VAT and the expenses incurred by the Council in arranging works following inspections in accordance with clause 3(1)(i) and in providing maintenance in accordance with clause 3.1 (j):-
- a. the rent received in respect of the Property (including Housing Benefit received on account of rent);
 - b. sums due under clause 3.1 (f) or (g)
- 4.2 In the event that an insurance claim by the Owner is necessary because of any act or omission of the Council or a tenant during the Contract Period and the Continuation Period, which claim is paid subject to an excess, the Council will reimburse the Owner the amount of the excess, up to the sum of £150.00.
- 4.3 In the event that it is necessary for the Owner to take legal proceedings against a tenant of the Property to obtain possession and/or recover sums due to the Owner, the Council will reimburse the Owner the cost incurred in taking proceedings, up to the sum of £175.00.
- 4.4 The Council will maintain all reasonably necessary books, accounts and records, in particular so as to enable all necessary notices to be served on tenants of the Property, and to enable the Owner or his accountants to compile statements of account and tax returns in respect of the Property.
- 4.5 The Council will prepare a statement of account quarterly for the Contract Period and the Continuation Period, showing all expenditure by the Council in respect of the Property for the relevant period.
- 4.6 When requested to do so by the Owner, his accountants, tenants or others entitled to production, the Council will produce to them the receipts or other evidence of the expenses paid, and all VAT invoices

- 4.7 The Council will maintain VAT records and account to HM Revenue and Customs for all VAT for which the Owner is liable in relation to this agreement or any tenancy of the Property during the Contract Period and the Continuation Period.
- 4.8 The Council will notify the Owner immediately of any occasion when it is unable to discharge any liability of the Owner or to pay any sum due pursuant to clause 3.1(j) above or is unable to instruct contractors in respect of works within clause 3.1(j) above on account of insufficiency of the sums collected and retained by it pursuant to clause 3.1(d) and (e) above.

5. General matters

- 5.1 The Council will keep proper records concerning the Property, including details of tenants and their tenancy agreements, and will supply a copy to the Owner upon request.
- 5.2 The Council will ensure that its records relating to the Property comply with the Data Protection Act 1998.
- 5.3 The Council will notify the Owner if it considers that legal action is required to recover any sums due, to recover possession of the Property, or to enforce any rights obligations owed to the Owner. In such circumstances the Council will provide the Owner or his solicitors with such assistance in producing evidence as they may reasonably require, and will if required attend Court to give evidence.
- 5.4 The Council will deal with any reasonable enquiries made by tenants, any tenants' association, or prospective tenants, or their respective professional advisers relating to the Property. The Council will also respond to any tenant's notice, application or request, having sought instructions from the Owner if necessary in the circumstances.
- 5.5 In the event that a tenant fails to pay two months rent or contravenes the terms of their tenancy agreement then the Council may issue proceedings as legal representative for the Owner in which case 4.4 will not apply.

6 Owner's obligations

6.1 The Owner agrees with the Council throughout the Contract Period and the Continuation Period to pay to the Council:

6.1.1 the Fee;

6.1.2 any VAT chargeable in addition to the Fee;

6.1.3 upon demand, all expenses properly incurred by the Council in connection with maintenance under clause 4.9 (where applicable);

and to permit the Council to deduct all such sums from money due to the Owner when crediting it to the Account.

6.2 The Owner will ensure that there is insurance (Which provides Public Liability cover up to the value of 2 million pounds) in force throughout the Contract Period and the Continuation Period in respect of the building comprising the Property, and the Owner's contents if any, and will produce evidence to the Council if required. In entering into this agreement the Owner hereby certifies that his insurance company has been notified that the Property is to be let and that potentially the tenants will be in receipt of Housing Benefit.

6.3 The Owner will produce to the Council all documents necessary to demonstrate his entitlement to payment by the Council under clause 4.2 to 4.4.

6.4 Where the Council requests information or instructions from the Owner in order to manage the Property in accordance with this agreement, the Owner will promptly give such information or instructions in writing, or if given verbally will confirm them in writing within seven days.

6.5 The Owner agrees with the Council that they will comply with all of their obligations under tenancy agreements arranged by the Council, except where this agreement specifically provides for a particular task to be carried out by the Council.

- 6.6 In the event that the Owner leaves England and Wales for a period exceeding one month, the Owner:-
- 6.6.1 shall grant Power of Attorney to a person in Devon to manage the Property, and to perform the obligations and other functions of the Owner under this agreement;
 - 6.6.2 if residing outside the UK, hereby authorises the Council to make a deduction in respect of income tax in respect of payments made into the Account until a valid exemption certificate is obtained from HMRC and lodged with the Council.
- 6.7 Where the Property is subject to a mortgage, the Owner hereby certifies that prior permission has been obtained from the mortgage lender to the property being let including to tenants in receipt of Housing Benefit.
- 6.8 The Owner hereby certifies that all soft furnishings (where provided) comply with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended by the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1989 and the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993.
- 6.9 The Owner:-
- 6.9.1 shall be responsible for any changes required to be made to the Property or its contents during the Contract Period and the Continuation Period as a result of changes in legislation;
 - 6.9.2 authorises the Council to have mandatory work and/or inspections carried out at the Property;
 - 6.9.3 agrees to reimburse the Council for any costs incurred in ensuring that the Property can lawfully be used as a rented dwelling, and authorises the Council to deduct such costs when accounting to the Owner for money received.

- 6.10 The Owner agrees to the Council processing personal data relating to the Owner for the purposes of performing its obligations under this agreement, pursuant to the Data Protection Act 1998.
- 6.11 The Owner agrees that in the event of a dispute between the Owner and any tenant or tenants of the Property, the Council's Housing Advice Service, which is distinct from the EXtraLet Service shall act as arbitrator and the Owner agrees to abide by the Council's decision.
- 6.12 The Owner will notify the Council in writing within seven days of any change in the Account.

7 Termination

- 7.1 The Council may end this agreement before the end of the Contract Period by giving not less than two months' written notice to the Owner. The Owner may end this agreement before the end of the Contract Period by giving not less than six months' written notice to the Council, or a lesser amount if in agreement with the Council. In the event of the Property being sold by the Owner, although the six month notice period referred to in this sub-clause 7.1 and the three month notice period referred to in sub-clause 1.1 shall not apply, the Owner shall give the Council as much notice as possible of his intentions, and at least one month's written notice in advance advising of the date of completion.
- 7.2 This agreement will end immediately:-
- 7.2.1 if the Owner ceases to own the Property on the date he ceases to own it; or
- 7.2.2 upon service of notice to that effect if either party fails to comply with any of the terms and conditions of this agreement and the failure, if capable of remedy, is not remedied within 28 days of receipt of a written notice of the failure from the other party, or
- 7.2.3 if the Owner is adjudged bankrupt on the date of the court order adjudging the Owner bankrupt.

- 7.3 At the end of this agreement (howsoever ending) the Council will:-
- 7.3.1 cease carrying on the Services;
 - 7.3.2 return to the Owner all original documents relating to the Property, and supply copies of all records necessary to enable the Owner to manage the Property himself.
- 7.4 For the avoidance of doubt, termination of this agreement shall not cause the termination of any tenancy of the Property subsisting at that time.
- 7.5 28 days after termination of this agreement as a result of notice under clause 7.1, 7.2 or 1.1 (as the case may be), the Council shall supply to the Owner:-
- 7.5.1 a statement of account for the period since the last such statement, showing all receipts and all expenditure by the Council in respect of the Property for the relevant period;
 - 7.5.2 all receipts or other evidence of the expenses paid, and all VAT records and VAT invoices.
- and shall pay into the Account any sums due to the Owner under this agreement.
- 7.6 At the end of this agreement (howsoever ending) the Owner shall repay to the Council all monies owing in respect of rental payments and/or Private Sector Renewal Grant received by him, with credit being given to him for any amounts already repaid to the Council.

Signed on behalf of Exeter City Council
by

Sustainable Lettings Manager on behalf of
Head of Housing

Signed by the
Owner



Assured Shorthold Tenancy Agreement (sample)

**ASSURED SHORTHOLD TENANCY
AGREEMENT**

For letting an unfurnished dwelling house on an Assured Shorthold Tenancy under Part 1 of the Housing Act 1988 as amended by the Housing Act 1996.

Please note this tenancy agreement is an important document. It may commit you to certain actions for the period of any fixed term and beyond. Please ensure that if you do not understand your legal rights you consult a housing advice centre, solicitor or Citizens' Advice Bureau.

This agreement is made the: XXXXXXXX

1 Particulars

1.1 Parties

1.1.1 The Landlord

XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXX

The "Landlord" shall include the Landlord's successors in title and assigns. This is the person who would be entitled to possession of the Property if the Tenant was not in possession and could be the current Landlord or someone purchasing or inheriting the Property.

1.1.2 The Tenant

XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXX

When the party consists of more than one person the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations.

1.1.3 The Landlord's Agent

Exeter City Council whose address for service is "EXtraLet, Exeter City Council, Civic Centre, Paris Street, Exeter EX1 1JB, being the agent appointed by the Landlord, and being authorised by the Landlord to sign this agreement on his/her behalf.

- 1.2 The Landlord lets and the Tenant takes the Property for the Term at the Rent payable upon the terms and conditions of this agreement.
- 1.3 This agreement is intended to create an Assured Shorthold Tenancy as defined in Part 1 of the Housing Act 1988 (including any subsequent amendments). These tenancies do not guarantee the Tenant any right to remain in possession after the fixed term (subject to a minimum occupancy of six months)
- 1.4 Property**
- 1.4.1 The property situated at and being at XXXXXXXXXXXXXXXXXXXX together with the fixtures, fittings, furniture (if any) and effects therein and more particularly specified in the Inventory signed by the Tenant, and all grounds. It shall include the right to use, in common with others, any shared rights of access, stairways, communal parts, paths and drives.
- 1.5 Term**
- 1.5.1 The Term shall be for a definite period of six months from and including XXXXXXXX to and including XXXXXXXXXXXX. Please see paragraph 2.5 as it contains important information about what you must do to end the tenancy.
- 1.5.2 The "Term" is to include any extension or continuation of the fixed term or a Statutory or Contractual Periodic Tenancy.
- 1.6 Rent**
- 1.6.1 The Rent shall be £ XXX.XX, payable weekly in advance
- 1.6.2 The Rent shall be paid clear of unreasonable or unlawful deductions or set off to the Landlord's Agent by banker's standing order or such other method as the Landlord's Agent shall require.
- 1.6.3 The first payment of £XXX.XX is due on XXXXXXXX.
- 1.6.4 Thereafter the "Rent Due Date" will be every week during the Term of this agreement.
- 1.6.5 Any person paying the Rent, or any part of it, for the Property during the Term shall be deemed to have paid it as agent for and on behalf of the Tenant, which the Landlord shall be entitled to assume without enquiry.
- 1.6.6 It is agreed that if the Landlord or Landlord's Agent accepts money after one of the conditions which may lead to a claim for possession by the Landlord (these are the conditions listed in clause 3 below), acceptance of the money will not create a new agreement and the Landlord will still, within the restrictions of the law, be able to pursue the claim for possession.

1.6.7 If this tenancy is extended, continued or run on as a Periodic Tenancy then the Rent will increase each year from the first Rent Due Date more than 364 days after the commencement of the Term, or after the previous increase, in line with the Local Reference Rent for the Property.

1.7 Guarantee by Landlords Agent

1.7.1 Where the Landlord's Agent has agreed with the Landlord that it will reimburse him in the event of default by the Tenant, the Tenant's obligations in this tenancy are enforceable by the Landlord's Agent, not only on the Landlord's behalf, but also on its own account. In particular, the Tenant agrees that the Landlord's Agent may recover from the Tenant any amounts reimbursed to the Landlord in this way.

1.7.2 The Landlord and the Tenant acknowledged that the Landlord's Agent is not liable to pay any of the bills described in clause 4.1.2, even where the Landlord's Agent has agreed to reimburse the Landlord for any default by the Tenant in respect of other obligations.

1.7.3 No clause of this agreement may be enforced by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999, except for enforcement by the Landlord's Agent in accordance with clause .7.1.

1.7.4 The parties agree that in the event of a dispute between the Owner and the Tenant, the Landlord's Agent shall act as arbitrator and the Landlord and Tenant will abide by its decision.

1.7.5 If the Landlord's agreement with the Landlord's Agent comes to an end, the Landlord will immediately notify the Tenant in writing, indicating the name and address of any replacement agent.

2 Legal Notices

2.1 Section 47

2.1.1 Under section 47 of the Landlord and Tenant Act 1987 the address of the Landlord is stated to be as in clause 1.1.1 of the agreement. The address for service of Notices on the Landlord is care of the Landlord's Agent at its address in clause 1.1.3.

2.2 Section 48

Until the Tenant is informed in writing to the contrary, Notice is given pursuant to section 48(1) of the Landlord and Tenant Act 1987 that the Landlord's address for the service of Notices (including Notices in proceedings) is care of the Landlord's Agent at its address in clause 1.1.3.

2.3 Service of Notices

- 2.3.1 Any Notice given by or on behalf of the Landlord or any other document to be served on the Tenant shall be deemed to have been served on the Tenant if it is:
 - 2.3.1.1 left at the Property during the Term or the last known address of the Tenant at any time; or
 - 2.3.1.2 sent by ordinary post in a pre-paid letter, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time; or
 - 2.3.1.3 sent by Recorded Delivery in a pre-paid letter, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time.
- 2.3.2 Any Notice given by the Tenant or any other document to be served on the Landlord shall be deemed to have been served on the Landlord if it is:
 - 2.3.2.1 left at the office of the Landlord's Agent during the Term only or the last known address of the Landlord's Agent at any time; or
 - 2.3.2.2 sent by ordinary post in a pre-paid letter, properly addressed to the Landlord's Agent at the address in clause 1.1.3 or
 - 2.3.2.3 sent by Recorded Delivery in a pre-paid letter, properly addressed to the Landlord's Agent at the address in clause 1.1.3.
- 2.3.3 If any Notice or other document is left at the Property or Landlord's Agent's office, service shall be deemed to have been on the day it was left.
- 2.3.4 If any Notice or other document is sent by post it shall be deemed to have been served 48 hours after it was posted.

2.4 Notices Received

- 2.4.1 If a relevant Local Authority gives Notice or makes an order in respect of the Property which the Tenant receives at the Property, the Tenant shall provide full particulars to the Landlord's Agent promptly and as soon as reasonably practicable. Where appropriate, the Tenant should take all reasonable steps to comply with it, having first consulted with the Landlord's Agent.

2.5 Ending the Tenancy

- 2.5.1 If the Tenant intends to vacate at the end of the fixed term, or at any later date, he agrees to give the Landlord at least one month's prior Notice in writing.
- 2.5.2 After the fixed term of six months, the one month's written Notice must expire the day before a Rent Due Date.

3 Possession

- 3.1 Without prejudice to the other rights and remedies of the Landlord, the Landlord may seek to lawfully terminate the tenancy by obtaining a court order if:
 - 3.1.1 the Rent or any part of it is in arrears whether formally demanded or not,
 - 3.1.2 the Tenant is in breach of any of the obligations under this agreement,
 - 3.1.3 any of the Grounds of Schedule 2 of the Housing Act 1988 apply (these grounds allow the Landlord to seek possession of the Property in specified circumstances, including rent arrears, damage to the Property, nuisance and breach of a condition of the tenancy agreement),
 - 3.1.4 a Notice is served under section 21 of the Housing Act 1988 (section 21 gives the Landlord a right to end an assured shorthold tenancy without any specific reason, though only after any fixed term has ended, or in operation of a break clause),
 - 3.1.5 If the property is mortgaged, the mortgage company may in certain circumstances be entitled to exercise a power of sale conferred on it by the mortgage and/or Section 101 of the Law of Property Act 1925 and may recover possession of the property in pursuance of that power.

Tenants who are unsure of their rights should seek advice.

4 Tenant's Obligations

The Tenant agrees with the Landlord and the Landlord's Agent that he will:-

4.1 Payments

- 4.1.1 Pay the Rent on the day and in the manner specified.
- 4.1.2 Pay a fair proportion of all charges, based on the length of the tenancy, including water and sewerage charges, rates and assessments (but of an annual or recurring nature only) and for all gas, electricity, oil or solid fuel consumed on the Property (including all fixed and standing charges) and all charges for the telephone during the Term of this agreement. If the Landlord is held responsible by law for the payment of any of these bills the Tenant agrees to refund to the Landlord the amount covering the Term of this tenancy.

- 4.1.3 Pay for the reconnection of water, gas, electricity or telephone if the disconnection results from any act or omission of the Tenant or the Tenant's agents.
- 4.1.4 Pay the Council Tax, or any replacement taxation (even of a novel nature), in respect of the Property for the Term of this agreement, unless the tenancy is lawfully terminated.
- 4.1.5 Notify the relevant authorities and arrange and pay final accounts at the end of the tenancy.
- 4.1.6 Pay for the entire invoices and costs of any contractors that the Tenant arranges without having previously obtained the Landlord's authority, unless acting reasonably to effect emergency repairs for which the Landlord is liable.
- 4.1.7 Pay the Landlord for the reasonable cost of replacing the locks and cutting new keys if any keys are not returned to the Landlord or the Landlord's Agent when the Tenant moves out.
- 4.1.8 Pay any excess on the Landlord's insurance if the claim results from the negligence, misuse or failure to act reasonably by the Tenant or any of his visitors or friends.
- 4.1.9 Pay and arrange for the removal of all vermin, pests and insects, if infestation begins during the Term, woodworm and woodboring insects excepted, unless such infestation occurs as a failure of the Landlord to fulfil his repairing obligations.

4.2 Repairs

- 4.2.1 Keep the Property including all of the Landlord's machinery and equipment clean and tidy and in good and tenantable condition, repair and decorative order, (reasonable wear and tear, items which the Landlord is responsible to maintain, and damage for which the Landlord has agreed to insure, excepted).
- 4.2.2 Not permit any waste, injury or damage to the Property, or make any alteration or addition to the Property or the style or colour of the decorations.
- 4.2.3 Notify the Landlord promptly of any wet rot, dry rot or infestation by wood boring insects.
- 4.2.4 Promptly replace any broken glass where the Tenant, his friends or visitors are responsible for the damage.
- 4.2.5 Undertake promptly any repairs for which the Tenant is liable following any Notice being served by the Landlord or the Landlord's Agent and if the Tenant does not carry out the repairs the Landlord may, after correct written notice, enter the Property, with or without others, to effect those repairs and the Tenant will pay on demand the reasonable costs involved.

4.3 The Property

- 4.3.1 Promptly notify the Landlord in writing when the Tenant becomes aware of:
 - 4.3.1.1 any defect, damage or want of repair in the Property, other than such as the Tenant is liable to repair in 4.2.1 above,
 - 4.3.1.2 any Notices, proceedings or letters relating to the Landlord, the Property or the use of the Property,
 - 4.3.1.3 any loss, damage or occurrence which may give rise to a claim under the Landlord's insurance; in which case the Tenant shall co-operate in the making of any claim.
- 4.3.2 In the event of theft or other criminal act, report the incident to the police.
- 4.3.3 Use the Property in a tenant-like manner.
- 4.3.4 Clean the windows of the Property as often as necessary and in the last two weeks of the tenancy.
- 4.3.5 Not remove any of the Landlord's possessions from the Property.
- 4.3.6 Not exhibit any promotional poster or Notice so as to be visible from outside the Property.
- 4.3.7 Not cause or unreasonably permit any blockage to the drains and pipes, gutters and channels in or about the Property. Common causes of blockages for which the Tenant would be responsible would include putting fat down the sink, failure to remove hair from plugholes and flushing inappropriate things (such as nappies or sanitary towels) down the toilet.
- 4.3.8 Not assign, underlet or part with or share possession of the whole or any part of the Property without the permission of the Landlord, such permission not to be unreasonably withheld.
- 4.3.9 Not permit any visitor to stay for a period of more than three weeks within any three month period.
- 4.3.10 Permit the Landlord and or his agents or others, after giving 24 hours written Notice and at reasonable hours of the daytime, to enter the Property:
 - 4.3.10.1 to view the state and condition and to execute repairs and other works upon the Property or other properties.
 - 4.3.10.2 to show prospective tenants the Property, during the last month of the Term.
- 4.3.11 Where the Landlord or the Landlord's Agent have served a valid written Notice of the need to enter to view the state and condition (including to inspect gas appliances) or to effect repairs, the Tenant agrees to them using their keys to gain access within three days of such a request being made, (except in case of emergency when access shall be immediate), if the Tenant is unable to grant access to the Landlord or the Landlord's Agent

- 4.3.12 Not add any aerial, antennae or satellite dish to the building without the Landlord's consent, which will not be unreasonably withheld.
- 4.3.13 Not change the locks (or install additional locks) to any doors in the dwelling house, nor make additional keys for the locks without the Landlord's consent, which will not be unreasonably withheld. All keys are to be returned to the Landlord or the Landlord's Agent at the end of the tenancy.
- 4.3.14 Ensure that the Property is kept secure at all times, locking doors and windows and activating burglar alarms as appropriate.
- 4.3.15 Keep the Property at all times sufficiently well aired and warmed to avoid build-up of condensation and prevent mildew growth and to protect it from frost.
- 4.3.16 Not block ventilators provided in the Property.
- 4.3.17 Report to the Landlord's Agent any brown or sooty build up around gas appliances or any suspected faults with the appliances.
- 4.3.18 Not use any gas appliance that has been declared unsafe by a Gas Safe engineer, or disconnected from the supply.
- 4.3.19 Not keep, use or permit to be used any oil stove, paraffin heater or other portable fuel burning appliance, or other appliance against the terms of the insurance of the Property, except as provided by the Landlord.
- 4.3.20 Be responsible for ensuring that any television used is correctly and continually licensed.
- 4.3.21 Not keep motorcycles, cycles or other similar machinery inside the Property except in any defined outside area or garage.
- 4.3.22 Pay for any sterilisation and cleansing of the Property made necessary under the Public Health (Control of Diseases) Act 1984 as a result of a person with a Notifiable Disease having been in the Property during the Term.
- 4.3.23 Pay for any reasonable costs, fair wear and tear excepted, of redecoration or replacement required as a result of the work carried out under clause 4.3.22
- 4.3.24 Perform and observe all valid obligations, a copy of which has been provided to the Tenant, of any headlease or covenant on the Property save for those relating to the payment of rent or service charges and to refund to the Landlord all reasonable costs resulting from all claims, damages, costs, charges and expenses whatsoever in relation to any breach of this obligation.
- 4.3.25 Not keep any vehicle without a valid Road Fund Licence, commercial vehicle, boat, caravan, trailer, hut or shed on the Property.

- 4.3.26 Not affix any Notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause any damage.
- 4.3.27 Not keep any pet, animal, bird, reptile, fish, insects or the like on the Property, without the Landlord's consent, which will not be unreasonably withheld.
- 4.3.28 Keep the garden and grounds properly cultivated according to the season and free from weeds, in a neat and tidy condition with the lawns regularly mown and edged, and shrubs and trees pruned but not alter the character or layout of the garden or grounds.
- 4.3.29 Not cause obstruction in any common areas of any building of which the Property forms a part. The Landlord reserves the right to remove or have removed any such obstruction and at his discretion to charge the reasonable costs, payable on demand, on the Tenant for so doing.

4.4 General

- 4.4.1 Not permit or suffer to be done on the Property anything which may be, or may be likely to cause, a nuisance or annoyance to a person residing, visiting or otherwise engaged in a lawful activity in the locality. This responsibility includes the actions and behaviour of visitors and friends of the Tenant.
- 4.4.2 Not make or permit any noise or play any radio, television or other equipment in or about the Property between the hours of 10pm and 7am so as to be an audible nuisance outside the Property.
- 4.4.3 Not carry on any trade or profession upon the Property nor receive paying guests but use the Property only as a private residence for the occupancy of the occupiers agreed with the Landlord.
- 4.4.4 Not permit or suffer to be done on the Property anything which may render the Landlord's insurance of the Property void or voidable (i.e. no longer providing cover) or increase the rate of premium for such insurance.
- 4.4.5 Not use or suffer the Property to be used for any illegal or immoral purpose (note, unauthorised taking or possession of controlled drugs is considered to be illegal for the purpose of this clause).
- 4.4.6 Promptly notify the Landlord or Landlord's Agent if the Property becomes the subject of proceedings under the Matrimonial Causes Act 1973 or the Family Law Act 1996 and supply particulars of such proceedings to the Landlord on demand.

- 4.4.7 Have the use of all appliances provided in the Property, as laid out in the inventory save those which are noted as not working. However, should any items require repair, or be beyond repair, the Landlord does not undertake to pay for any costs of repair or to replace the appliance, except those which the Landlord is required by law to maintain.
- 4.4.8 Forward any correspondence addressed to the Landlord and other Notices, orders and directions affecting the Landlord to the Landlord's Agent without delay.
- 4.4.9 Reside in the Property as his only or principal residence. Any change in residence status must be notified to the Landlord's Agent and a new tenancy agreement drawn up if necessary.
- 4.4.10 Not leave the Property vacant for more than 28 days without providing the Landlord with reasonable notice.
- 4.4.11 Check any inventory and report any errors or deficiencies to the Landlord's Agent, returning a copy with any annotations or corrections as necessary within 7 days.
- 4.4.12 Not change the supplier of utility services without approval from the Landlord or Landlord's Agent, such approval not to be reasonably withheld. If approval is given, the Tenant will provide the Landlord's Agent with the new supplier's details including the Property reference number.
- 4.4.13 Not change the telephone number of the Property without the written permission of the Landlord or Landlord's Agent, such approval not to be unreasonably withheld.
- 4.4.14 Not alter the operation of, or disable, the smoke alarms.
- 4.4.15 Not disable or alter the operation or code of the burglar alarm (if fitted).
- 4.4.16 Be responsible for maintenance of the burglar alarm (if fitted) and the smoke alarms including checking the smoke alarms every week and replacing non rechargeable batteries every year.

4.5 Insurance

- 4.5.1 Be responsible for effecting any insurance the Tenant requires for their own possessions.
- 4.5.2 The Landlord is not providing any insurance cover for the Tenant's possessions.

4.6 End of tenancy

- 4.6.1 Yield up the Property at the end of the tenancy in the same good clean state and condition as it was at the beginning of the tenancy and make good, pay for the repair of, or replace all such items of the fixtures, fittings, furniture (if supplied) and effects as shall be broken, lost, damaged or destroyed during

- tenancy (reasonable wear and tear and damage for which the Landlord has agreed to insure excepted).
- 4.6.2 Return all keys to the Property to the Landlord or his Agent, as directed, by 12 noon on the last day of the tenancy (or sooner by mutual arrangement).
 - 4.6.3 Pay for the cleaning (including ironing or pressing where appropriate) of all carpets and curtains which have been soiled during the tenancy (reasonable use thereof nevertheless excepted).
 - 4.6.4 Leave the oven (if provided) in the same state of cleanliness as it is listed in the inventory.
 - 4.6.5 Leave the fixtures fittings, furniture (if supplied) and effects at the end of the tenancy in the rooms and places in which they were at the beginning of the tenancy.
 - 4.6.6 Remove all rubbish from the Property, except one dustbin or black refuse sack's worth which may be left in the appropriate place for collection, before returning the Property to the Landlord.
 - 4.6.7 Pay the reasonable costs, reasonably incurred and which cannot be mitigated, if the Tenant fails to keep the appointment to check the inventory at the end of the tenancy and another has to be scheduled.

5 Landlord's obligations

- The Landlord agrees with the Tenant as follows:
- 5.1 To pay all assessments and outgoings in respect of the Property (except those for which responsibility is assumed by the Tenant under this agreement).
 - 5.2 To allow the Tenant quiet enjoyment of the Property during the tenancy without any unlawful interruption from the Landlord or any person claiming under or in trust for the Landlord.
 - 5.3 To return to the Tenant any Rent paid for any period while the Property is rendered uninhabitable by fire or other risk for which the Landlord has agreed to insure.
 - 5.4 That he is the sole owner of the leasehold or freehold interest in the Property and that all necessary consents to allow him to enter into this agreement (superior lessors, mortgage lenders or others) have been obtained in writing.
 - 5.5 To maintain a comprehensive insurance policy with a reputable company to cover the Property, and the Landlord's fixtures, fittings, furniture (if supplied) and effects (including carpets and curtains), but not including the Tenant's belongings.

- 5.6 That the Landlord will not be responsible for any loss or inconvenience suffered as a result of a failure of supply or service to the Property, supplied by a third party, where such failure is not caused by an act or omission on the part of the Landlord.
- 5.7 The Landlord agrees to provide a copy of the insurance and any freehold or headlease conditions affecting the behaviour of the Tenant.
- 5.8 The Landlord agrees to fulfil his repairing obligations contained within Section 11 of the Landlord and Tenant Act 1985. These are quoted below;
- (a) to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes);
 - (b) to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
 - (c) to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.

6 Housing Benefit

- 6.1 Where the tenant is or appears to be eligible for Housing Benefit or Council Tax Benefit, the tenant agrees to complete all relevant forms promptly add to submit them without delay to the Local Authority, and to deal promptly with any queries which may arise, including any reviews.
- 6.2 The Tenant authorises the Local Authority to discuss with the Landlord and Landlord's Agent the details of any Housing Benefit or Council Tax Benefit claims made at any time in relation to the renting of the Property.
- 6.3 The Tenant consents to any Housing Benefit being paid direct by the Local Authority to the Landlord or the Landlord's Agent.
- 6.4 The Tenant agrees to refund to the Landlord any Housing Benefit overpayment recovery which the Local Authority seeks from the Landlord in respect of this tenancy, either before or after the Tenant has vacated the Property where this creates a shortfall in the money owed to the Landlord.

SIGNATURE(S) OF LANDLORD'S AGENT

.....

SIGNATURE(S) OF TENANT(S)

SIGNATURE OF WITNESS

OCCUPATION

NAME OF WITNESS

ADDRESS OF WITNESS



Exeter City Council

Civic Centre
Paris Street
Exeter
Devon
EX1 1RQ

Tel: 01392 265 685

Fax: 01392 265 859

Email: empty.homes@exeter.gov.uk

**If you would like this information in other formats,
including large print, please phone 01392 265 685**

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