



proceedings for recovery of possession of the premises at the expiry of the fixed term) from month to month after that.

**1.(4) THE** Tenant agrees to pay to the Landlord the calendar monthly rent of \* pounds and \* pence (£ \* p) in advance on the first day of each month commencing on \* the date of this Agreement/the first day of the tenancy. If the tenancy does not start on the first day of the month then payment of the balance of the first month and the whole of the following month shall be expected at the start of the tenancy. Payment thereafter shall be made by standing order (or by direct debit at the Landlord's request) into the Landlord's Bank account on the first day of every calendar month.

**1.(5) UPON** signing this Agreement to pay the sum of \* pounds (£ \* ) by way of tenancy deposit such sum to be held in accordance with the terms of a Tenancy Deposit Scheme authorised under the Housing (Tenancy Deposits) Order 2007 and subject thereto to be used by the Landlord at the end of the tenancy for the purpose of making good any damage to the premises or the fixtures and/or in respect of arrears of rent but all or any part of the bond shall not be so used then it shall be returned to the Tenant.

1.(6) **SHOULD** the tenancy be extended beyond the fixed term then the Landlord reserves the right to review the rent. The reviewed rent will be an open market rent PROVIDED that under no circumstances shall the monthly rent payable be less than the monthly rent payable immediately before the review date

1.(7) **SHOULD** both parties fail to agree the reviewed rent then the rent shall be determined by an Independent Surveyor acting as an Expert. Such surveyor to be appointed by the President of the Royal Institution of Chartered Surveyors whose decision shall be final and binding on both parties.

2. **THE** Tenant agrees with the Landlord as follows:-

2.(1) **TO** pay the rent at the times and in the manner stated in Clause 1.(4) and to pay interest on any rent or other sum due under this Agreement which is not paid within fourteen days of the date upon which payment is due whether formally demanded or not from the date on which the rent or other sum is due to the date of payment at the rate of four per centum above the base rate of the Bank of England. In addition to reimburse the Landlord any debt recovery agents fees or costs relating to recovering that debt

- 2.(2)(a)** **TO** pay any Council Tax which the Tenant is obliged to pay under the Local Government Finance Act 1992 or any regulations under that Act and indemnify the Landlord against any such obligation which the Landlord may incur during the tenancy by reason of the Tenant ceasing to be resident in the premises
- (b)** **TO** pay all other charges of any kind which are now or later come to be charged or imposed upon the premises or on the owner or occupier in respect thereof (including water rates)
- 2.(3)** **TO** pay all charges for gas and electricity and telephone and other telecommunications services (including rental) supplied to or used at the premises during the tenancy. Charges for gas and/or electricity or telephone services and rental supplied or used partly during and before or after the Tenancy being apportioned. At the termination of the tenancy to arrange for the meters to be read and costs of services to be paid up to that date.
- 2.(4)** **TO** keep the interior of the premises the internal decorations and all window glass fixtures in good repair and condition and in accordance with the Schedule of Condition “the Schedule” (except for damage caused by accidental fire and except for anything

which the Landlord is liable to repair under this Agreement or by law).

This includes internal decorations and painting, the fixtures, fittings and appliances for making use of the supplies of water, gas and electricity and fireplaces, window fittings, sash cords, glass and door furniture. The tenant must immediately replace any broken glass and repair or restore or pay to the value of any fixtures and fittings, which may be broken, lost, damaged or destroyed. To return the premises together with the fixtures and fittings to the Landlord at the termination of the tenancy in the same condition as set out in “the Schedule” \* *add in here responsibility for cleaning etc. common parts if a flat.*

**2.(5)** **TO** cultivate and to manage the garden forming part of the premises in a proper manner and to keep it free from weeds and vermin and not to destroy maim move or make any alterations or permit or suffer the same to be done to any trees plants lawns paths or other arrangements of the garden

**2.(6)** **SUBJECT** to the Landlord’s responsibilities, to keep the drains gutters and pipes of the premises clear of debris and blockages. This means that if the tenancy is of a dwellinghouse for a term of

less than 7 years and Section 11 of the Landlord and Tenant Act 1985 applies the Landlord has to do any clearance work required in order to keep the drains gutters and pipes in repair but does not have to do small jobs which a reasonable tenant would do

**2.(7)** **TO** use the premises as a private dwellinghouse only. This means the Tenant must not carry on any profession, trade or business at the premises and must not allow anyone else to do so

**2.(8)** **NOT** to do or allow anyone else to do anything on the premises which is or may be a nuisance to or cause damage or annoyance to the Landlord or to the owners or occupiers of any adjoining premises or which may render void or voidable any policy or insurance held on the said premises or fixtures and fittings or which may cause the premium of any such policy to be increased.

**2.(9)** **NOT** to alter or add to the premises or do or allow anyone else to do anything on the premises which the Tenant might reasonably foresee would increase the risk of fire and if at any time during the tenancy smoke detectors are fitted in the premises (whether by the Landlord or the Tenant) to test the operation of each detector at least weekly and to replace batteries at least once in every period of 12 months

- 2.(10)** NOT to smoke or allow anyone else to smoke inside of the property
- 2.(11)** NOT to assign underlet share or otherwise part with possession of the premises or any part thereof
- 2.(12)** NOT to keep any pets or other animals at the premises without the prior written consent of the Landlord \* *Insert details of any animals.*
- 2.(13)** TO drain the water system before leaving the house empty for any length of time greater than Seventy Two hours between the months of 1<sup>st</sup> November and 30<sup>th</sup> April to avoid the risk of burst water pipes.
- 2.(14)** To have any septic tank serving the premises pumped out as often as necessary and at least once in every two years of the tenancy and in any case during the last year of the Tenancy.
- 2.(15)** TO sweep any chimney flues at least once in every six months.
- 2.(16)** THE tenant will provide adequate fire extinguishers at the property so as to comply with any fire insurance policy of the premises. \**Omit from communal flats where fire extinguishers are already provided*
- 2.(17)** TO permit the Landlord or anyone with his written authority to enter the premises at all reasonable times and in the daytime for

viewing their condition, completing repairs alterations or additions to the premises or the Landlord's adjoining premises and carrying out checks on electrical and gas supply equipment if the Landlord has given 24 hours written notice before hand.

**2.(18)** **TO** allow the Landlord or anyone with his written authority to enter the premises at all reasonable times during the daytime without providing prior notice in the case of an emergency.

**2.(19)** Immediately after service by the Landlord of a written notice of any wants of repair (including painting and decorative work) for which the Tenant is responsible to carry out such repairs in a proper and workmanlike manner and if within one month of the service of such notice the Tenant has not commenced and be proceeding diligently with the execution of the work referred to in the notice to permit the Landlord by its Agent or contractor with all necessary workmen and equipment to enter the premises to execute such work and the Tenant will then pay the Landlord the cost of so doing and all expenses incurred by the Landlord (including legal costs and surveyors fees) within fourteen days of a written demand

- 2.(20)** Within seven days after receipt of any notice given or order made by any competent authority in respect of the premises to give full details to the Landlord and to join with the Landlord in taking all such reasonable action in relation thereto as the Landlord may decide
- 2.(21)** TO permit the Landlord or its Agent to affix to the property a 'For Sale' or 'To Let' board during the last three months of the tenancy and to further permit the Landlord or its Agent, upon giving reasonable notice, to enter and view the premises at all reasonable times for the purpose of showing prospective purchasers or tenants, or their advisers, around the property.
- 2.(22)** Not to keep more than two motor vehicles at the property.
- 2.(23)** Not to keep any caravan or vehicle adapted or intended for use as a dwelling or sleeping accommodation or boat or trade vehicle on the property unless it is stored in a garage
- 2.(24)** **TO** pay the Landlord's proper legal costs disbursements and Value Added Tax in connection with the preparation and completion of this Agreement and a Counterpart thereof
- 2.(25)** If any additional keys are made these are to be delivered up to the Landlord together with all original keys at the end of the Tenancy

and if any keys are lost the Tenant shall pay to the Landlord on demand any costs incurred by the Landlord in replacing or changing the locks.

**2.(26)** **AT** the end of the tenancy or earlier if the tenancy comes to an end more quickly to deliver the premises up to the Landlord in the condition they should be in if the Tenant has performed the Tenant's obligations under this Agreement

**3.0** **THE** Landlord agrees with the Tenant that: -

**3.(1)** the Tenant has the right to possess and enjoy the premises during the tenancy without any interruption from the Landlord or any person claiming through or in trust for the Landlord but:

(1) this clause does not limit any of the rights under this agreement which the Tenant has agreed to allow the Landlord to exercise;  
and

(2) this clause does not prevent the Landlord from taking lawful steps to enforce his rights against the Tenant if the Tenant breaks any of the terms of this Agreement

**3.(2)** During the tenancy the Landlord will insure and keep insured the demised premises against loss or damage by fire and such other risks and special perils as the Landlord reasonably

considers necessary in such sum as shall be required fully to reinstate the same in the case of total destruction (including architects' and surveyors' fees). (The Landlords insurance policy will not include cover for contents for which the Tenants should arrange their own insurance cover).

**4. IT IS HEREBY AGREED AND DECLARED** as follows:-

**4.(1) IF** the Tenant:

- (a) is at least 14 days late in paying the rent or any part of it whether or not it has been formally demanded, or
- (b) has broken any of the terms of this Agreement, or
- (c) if the Tenant becomes bankrupt or enters into a scheme of Voluntary Arrangement with his creditors, or
- (d) if any of the Grounds 2 or 8 or 10-15 (inclusive) contained in Schedule 2 to the Housing Act 1988 apply

then subject to any statutory provisions the Landlord may recover possession of the premises and the tenancy will come to an end.

Any other rights or remedies the Landlord may have will remain in force including any right of action which the landlord may have to recover rent in arrears and damages in respect of any breach of this Agreement (NOTE: The Landlord cannot recover possession

without an Order of the Court under the Housing Act 1988. Except in certain cases set out in the Act of substantial arrears of rent the Court has a discretion whether or not to make an Order and is likely to take account of whether unpaid rent has later been paid or a breach of the terms of the tenancy has been made good)

**4.(2) IF** the premises burn down or the Tenant cannot live in them because of fire damage the rent will cease to be payable until the premises are rebuilt or repaired so that the Tenant can live there again. Any dispute about whether this clause applies must be submitted to arbitration under Part 1 of the Arbitration Act 1996 if both parties agree to that in writing after the dispute has arisen.

**4.(3) THIS** Agreement shall not be construed as requiring the Landlord to rebuild or reinstate the premises in the case of destruction or damage to the property.

**5. IN** this Agreement where the context so admits:-

(a) Words importing the masculine gender include the feminine gender and words importing the singular number include the plural number and vice versa

(b) Where two or more persons are comprised in the definition "the Landlord" and "the Tenant" hereinbefore contained

every obligation imposed on them hereunder shall be joint and several.

6. **THIS** Agreement creates an assured shorthold tenancy within Part 1 Chapter II of the Housing Act 1988. This means that when the term expires the Landlord can recover possession as set out in Section 21 of that Act unless the Landlord gives the Tenant a Notice under paragraph 2 of Schedule 2A to that Act stating that the tenancy is no longer an Assured Shorthold Tenancy

7. (a) The Landlord may bring this tenancy to an end at the expiry of the fixed term or at any time thereafter at the end of a monthly period of the tenancy by giving to the Tenant not less than two month's notice in writing.

(b) The Tenant may bring this tenancy to an end at the expiry of the fixed term or at any time thereafter at the end of a monthly period of tenancy by giving to the Landlord not less than two month's notice in writing.

8. **NOTICE** under Section 48 of the Landlord and Tenant Act 1987  
The Landlord notifies the Tenant that the Tenant may serve notices (including notices in proceedings) on the Landlord at the following address:- The Estate Office, Malton, North Yorkshire, YO17 7EG



**DATED**

**2009**

**MILTON (PETERBOROUGH) ESTATES CO.**

**TRADING AS**

**FITZWILLIAM (MALTON) ESTATES**

- and -

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**TENANCY AGREEMENT**  
FOR LETTING AN UNFURNISHED DWELLINGHOUSE ON AN  
ASSURED SHORTHOLD TENANCY  
relating to

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