



JSPM Residential

Residential Lettings and Investments

Assured Shorthold Tenancy Agreement

**Do not sign the Tenancy Agreement without reading it in full first.
When you sign this document you are agreeing to all the conditions in it**

This agreement is between you (the Tenant) and us (the Owner / Agent)

Our Name(s): **Mr. David MASTERS**

Our Address: **C/O 15 Charlock Close, Witham St Hughs, LN6 9WX**

This is also the address where you can serve notices and send legal documents to us in line with Section 48 of the Landlord and Tenant Act 1987.

Your Name(s):

Guarantors Name(s):

Address of the property you are renting:

You agree that this address is where we or our agent may serve notices and send legal documents to, in line with section 196 of the Law of Property Act 1925. This means that notices are served if we deliver them to your address.

You rent the property for:

From:

Until:

You must pay rent every month in advance, or in arrears if paid direct from West Lindsey District Council,

Payable on the day of each month

You must pay a Deposit of to our Agent, or us or have in place an agreement with West Lindsey District Council, in writing, that they will guarantee the bond. £50 is deducted from the deposit to cover the eventual checkout fee.

If you are in receipt of housing benefit from the local authority then we can only provide you with this tenancy on the basis that the local authority pay us your housing benefit directly into our bank account.

JSPM Residential is a division of JSPM Property Development Ltd.
Company Number: 06537054



JSPM Residential

Residential Lettings and Investments

1. This is a legal document, which sets out the rights and responsibilities of the Landlord, the Landlords Agent and you, as the tenant.
2. Make sure that it contains everything you want to agree to, and nothing you do not want to agree to. If you do not follow these conditions, you may have to pay damages and legal costs, and you could lose your home.
3. This is an assured shorthold tenancy agreement, in line with section 19a Housing Act 1988.
4. With this type of tenancy agreement we may evict you through the courts once we have issue a notice seeking possession of your home, and the court has granted an order that you must leave the property. We may follow this procedure once the tenancy agreement has ended. We may also end the tenancy agreement early if you fail to carry out your responsibilities.
5. If you are served with a notice to vacate the property, under any relevant act / section of law or other legal authority you must vacate the property within 1 calendar month, unless otherwise stated within the relevant notice.
6. At the end of this tenancy agreement one of the following will occur;
 - 6.1 A new agreement can be signed for 6 or 12 months.
 - 6.2 A rolling agreement will come into force, i.e. on a month by month basis.
 - 6.3 You vacate the property in accordance with this agreement.

7. The Tenancy Deposit

- 7.1 Where the deposit is not guaranteed by the local authority the deposit is protected by the Deposit Protection Service Ltd, who are contactable on 0844 4727000. Any interest earned will belong to the Deposit Protection Service Ltd if under the custodial scheme, or by us if under the insured scheme. The deposit has been taken for the following purposes:
 - 7.1.1 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 (you are not allowed to use the deposit instead of paying the rent).
 - 7.1.2 If you, your visitors or your pets damage the property or the furniture that we have provided.
 - 7.1.3 Any legal or other expenses we have to pay as a result of you not meeting the conditions of this agreement. You may also lose some of the deposit if you leave before the end of the agreement.
 - 7.1.4 If you break any condition of this agreement.

8. Protection of the Deposit

- 8.1 The deposit is safeguarded by Deposit Protection Service Ltd, who are contactable on 0844 4727000.
- 8.2 We will give you the deposit back, within 10 working days, when you provide paid final accounts for gas, water, electricity, telephone and Council Tax, and once we have checked the property and all keys have been returned, and the property is returned to the same decorative and clean state in which you received the property at the start of your tenancy. We recommend that you

JSPM Residential is a division of JSPM Property Development Ltd.
Company Number: 06537054



JSPM Residential

Residential Lettings and Investments

are present when we check the property. If there is a disagreement about the deductions that we are going to take, we will only return the deposit to you if the county court orders us to.

9. You must do the following:

- 9.1 Pay the rent (or have it paid) on time and in full.
- 9.2 If you pay (or have it paid) late we can charge you interest at the rate of 8% a year once the rent is 14 days late. We will charge you interest until the date we receive full payment.
- 9.3 Tell the gas, water, electricity and telephone companies to send bills to you. You are responsible for paying this until you leave the property.
- 9.4 Not change the utility supplier without our written consent.
- 9.5 Register for Council Tax and pay this until you leave the property.
- 9.6 Buy a television licence during the period of your tenancy.
- 9.7 Not allow the gas, water, electricity or telephone to become disconnected. You must pay for re-connecting these if necessary, if it was your fault that they were disconnected in the first place.
- 9.8 Send any notices and other mail addressed to us to the address stated on page 1 of this agreement.
- 9.9 Allow us, or our agent, to inspect the property, in your presence, every 6 weeks, the date of which will be determined from the date of the tenancy agreement.
- 9.10 Not leave the property for more than 28 days without our written permission. This is because the insurance for the property often becomes invalid in these cases. If you leave the property during the winter, you must turn off and drain the water supply and the central heating system to prevent flood and frost damage.
- 9.11 Not to carry on, or allowed to be carried on, any trade or business or profession at the property. You must only use the property as a home for you and your family.
- 9.12 Keep the property in good repair and condition throughout during the tenancy.
- 9.13 Not to use the property for any illegal or immoral purpose, or in any way that breaks any statute, regulation or bye-law.
- 9.14 Not alter any locks on doors or windows to the property without our written permission and giving us spare keys. These locks will become our property at the end of the tenancy.
- 9.15 Ensure that all the windows to the property are cleaned inside and outside at least once a month.
- 9.16 Not reduce the light that comes into the property.
- 9.17 Not allow anyone to be a nuisance or annoy anyone living in, visiting, or carrying out legal activities in the area. Please consider other people when you park your car or visitors to you who park their car for the duration of their visit.

JSPM Residential is a division of JSPM Property Development Ltd.
Company Number: 06537054



JSPM Residential

Residential Lettings and Investments

- 9.18 Not play loud music or make other noise which can be heard outside the property between 11pm and 9am, or which will cause a nuisance or annoy anyone at any other time.
- 9.19 Not cause or be involved in any Anti Social Behaviour inside or outside of the property. Anti Social Behaviour is defined under the Crime and Disorder Act 1998 as;
- "acting in a way that causes or is likely to cause alarm or distress to one or more people in another household. To be antisocial behaviour, the behaviour must be persistent."*
- Antisocial behaviour can include:-*
- *noise*
 - *rowdy behaviour such as shouting, swearing and fighting*
 - *intimidation of neighbours and others through threats or actual violence*
 - *harassment, including racial harassment or sectarian aggression*
 - *verbal abuse*
 - *systematic bullying of children in public recreation grounds, on the way to school or even on school grounds, if normal school disciplinary procedures do not stop the behaviour*
 - *abusive behaviour aimed at causing distress or fear to certain people, for example, elderly or disabled people*
 - *dumping rubbish*
 - *animal nuisance, including dog fouling*
 - *vandalism, property damage and graffiti.*
- 9.20 Not to conduct or allow any criminal, drug, immoral or illicit activity to take place within the premises.
- 9.21 Not give a key to anyone else other than members of your household.
- 9.22 Use all your locks that are fitted to the property and set the burglar alarm (if fitted) when you go out and leave the property un-occupied.
- 9.23 Tell us and/or our agent if you change the code to any burglar alarm fitted.
- 9.24 Look after all furniture, equipment and fittings that we have provided, and repair or replace them if they become damaged or lost (taking account of fair wear and tear, accidental fire and anything which is covered by insurance).
- 9.25 Pay a "Contents Insurance" policy to cover your personal furniture, effects and contents. You must then provide us with a copy of your "Contents Insurance" certificate prior to the tenancy agreement which covers your own personal possessions and also covers accidental damage caused by you to the landlords furniture, fixtures and fittings or sign a disclaimer that there is no insurance policy included in the Tenancy Agreement or supplied by the landlord for your belongings.
- 9.26 Tell us, in writing, about any item that needs to be repaired or replaced as soon you know it is broken.
- 9.27 Not spend money on repairs without our written permission. If you do not get our permission, we do not have to pay any of the repair costs.
- 9.28 Not conduct any wall, floor or ceiling decoration without our prior written permission.

JSPM Residential is a division of JSPM Property Development Ltd.
Company Number: 06537054



JSPM Residential

Residential Lettings and Investments

- 9.29 Keep the drains, gutters and pipes clear, and have the chimneys (where exposed and used) swept every 12 months.
- 9.30 Not put anything into the drains, which may cause harm and / or blockage/s.
- 9.31 Not allow items other than natural human bodily waste/excrement and soft tissue paper to be disposed of within the "SaniFlo" macerator (if fitted). If the system becomes blocked or fails to operate due to misuse then you will be charged appropriately for the repair, with a minimum call out fee of £50.
- 9.32 Not put rubbish anywhere other than the bins / bags and / or areas provided.
- 9.33 Not lop, top or cut down any trees, shrubs or plants growing near the property, or alter the general character of the garden/s or yard/s. You must maintain the garden/s or yard/s in good order according to the season of the year and remove weed growth.
- 9.34 Not fix, or allow to be fixed, any sign, notice, advertisement or poster anywhere on the property.
- 9.35 Replace all tap washers, fuses, light bulbs, fluorescent tubes, smoke-alarm and door bell batteries and any other battery operated device, with like for like replacements whenever necessary (e.g. if the bulb is a low wattage LED bulb then the same type must be used as a replacement)
- 9.36 Let us, or any person we have authorized, enter the property at all reasonable times of the day to carry out repairs and to look at the condition of the property. We will give you 24hours notice in writing. You must allow our workmen to use any gas, water or electricity they need to carry out their work at the property. If you do not do this, you may be responsible for any damage that may happen to the property.
- 9.37 Not have any form of heating other than that we have provided. Paraffin heaters, portable gas heaters and electric fires/heaters (other than those we have provided initially or upon request) are not allowed.
- 9.38 Tell us if any gas water or electrical system appears not to be working correctly. You must tell us about anything that may lead to an insurance claim as soon as you are aware of the problem. You must disconnect the gas, water or electricity if necessary.
- 9.39 Not block any flues or ventilators to the property or use the loft as storage space.
- 9.40 Not to smoke in the premises without our written permission.
- 9.41 Not turn off the automatic and / or timed extractor fans fitted within the bath and shower rooms. This allows the extraction of steam and prevents the build up of mould and mildew substances. If this happens you will be charged for the repair of any build up of mould and mildew.
- 9.42 Not keep any pet without our written permission. If we give you permission you must keep your pet under proper control and not cause any unnecessary annoyance to neighbours and visitors to your property. If we give you permission you will be required to pay an additional deposit as detailed in your acceptance letter (normally £100 per dog) to cover possible damage that may

JSPM Residential is a division of JSPM Property Development Ltd.
Company Number: 06537054



JSPM Residential

Residential Lettings and Investments

be caused and pay for flea treatment to the property at the end of your tenancy. The deposit will be repaid if damaged has not been caused and/or cleaning / flea treatment is not required.

- 9.43 Not transfer the tenancy, sublet, take in lodgers or give away any part of the property without our permission in writing.
- 9.44 If you make a claim for Housing Benefit, you must tell us and the Housing Benefit Department of the local authority, in writing, of any change in your circumstances. You must pay us the difference between the agreed rent and the amount of housing benefit every month.
- 9.45 You agree to repay us any Housing Benefit, which the local authority overpaid because you did not tell them that your circumstances had changed.
- 9.46 Allow future tenants to view the property during the last month of the tenancy (we will give you 24 hours notice in writing).
- 9.47 Allow future purchasers to view the property at any time (we will give you 24 hours notice in writing).
- 9.48 You must allow us or our agent to put up a "For Sale" or "For Let" board/sign on the property.
- 9.49 Pay for putting the property back into the same clean condition it was in at the start of the tenancy, and for the professional cleaning of curtains (if supplied by us), floor coverings by a company agreed by the Landlord.
- 9.50 When the tenancy ends, you must give us all the keys to the property. If you do not return all the keys, you may have to pay for the locks to be replaced.
- 9.51 We may get rid of any items that you leave in the property or within the grounds seven days after the end of your tenancy. We will get rid of the items in whatever way we consider suitable, including destroying them if necessary. You must pay the cost of replacing these to any person who may have claim for their loss. We will retain the items for 14 days from the time of our take over of the property before we dispose of them in a manner we see fit.
- 9.52 Allow us to inspect the inside and outside of the property every 6 weeks from the start date of your tenancy. The frequency of inspection may vary dependant upon the condition of the property during the visits.
- 9.53 Do not disconnect, damage or make any fire alarm and/or smoke alarms, if fitted, inoperable. You must allow the alarm/s to be tested at appropriate times, normally at periodic inspections, by any person authorized to do so by JSPM Property Development Ltd.
- 9.54 Must not decorate within the first 6 months of your tenancy. If you wish to decorate after the initial six months you must make application in writing, or by e-mail, to us with detail of what and how you want to decorate. We will respond to you in writing giving consent, or otherwise, and with any conditions attached.

10. Other Charges That You Have To Pay:

- 10.1 If you do not keep the conditions of the tenancy, or we have to pay costs because of you actions, you must pay the following costs;

JSPM Residential is a division of JSPM Property Development Ltd.
Company Number: 06537054



JSPM Residential

Residential Lettings and Investments

- 10.1.1 If we or our agent has to send you a letter because you have broken the agreement (including owing rent), you must pay the fixed fee of £30.
- 10.1.2 If your bank returns a cheque, standing order or standing order unpaid, you must pay a £50 administration fee.
- 10.1.3 If we send you a Section 8 or a Section 21 Housing Act notice because you have broken this agreement, we will charge you £50.
- 10.1.4 If you do not respond to the notice and, as a result, we or our agent have to visit your home, we will charge you £50.
- 10.1.5 If we have arranged a specific time and date to carry out a routine inspection and are unable to gain access we will charge you £35 for an abortive call out.
- 10.1.6 There will be a check out fee of £50 that will be deducted from your deposit.
- 10.1.7 Where a utility appliance has been supplied to you by the landlord / agent (other than a boiler) such as a washing machine, dishwasher, fridge, freezer, oven/cooker, hob etc become damaged or stops working and needs replacing, you may be required to pay for the replacement.
- 10.1.8 All charges are including the VAT if appropriate.

11. We Agree To Do The Following:

- 11.1 Answer any call from you for repair of damage or fault within the property within 24 hours.
- 11.2 Effect repair of damage or fault within the property normally within 48 hours of your call to us. If for some reason we cannot achieve this we will give you a future time and date when we can reasonably expect such a repair to be affected.
- 11.3 Keep the structure and outside parts of the property in a good condition, including drains (except blockages caused by you), gutters and outside pipes.
- 11.4 Keep in proper working order the installations in the house for supplying water, gas, electricity and sanitation (including basins, sinks, baths, showers and toilets).
- 11.5 Keep the heating and hot water systems in proper working order.
- 11.6 Have the gas appliances checked every year for safety, and give you a copy of the gas safety certificate. You must agree to allow our workmen into the property to do this.
- 11.7 If we make an appointment to carry out maintenance or gas safety check and you do not keep it, you will be responsible for the fees charged by the contractor.
- 11.8 As long as you do not break this agreement, we will not interrupt your life except for inspections that we agree with you beforehand.
- 11.9 We will insure the property with a reliable insurance company, and keep insured during the period of the tenancy, for the risks that are normally covered by a comprehensive insurance policy (known as "Buildings Insurance"), but your personal furniture, effects and contents will not be covered by our payments. See item 8.21 above.

JSPM Residential is a division of JSPM Property Development Ltd.
Company Number: 06537054



JSPM Residential

Residential Lettings and Investments

- 11.10 We will pay any costs associated with the property, other than those mentioned in paragraphs 9.3, 9.4, 9.5 & 9.6 page 3.
- 11.11 We will not pay the costs of dealing with mice or other vermin, wasp's nest or other types of nests.
- 11.12 We will return any rent you have paid for any period that you cannot live in the property following a fire or any uninsured risk, unless it is your fault. Any disagreement has to be resolved in the county court.
- 11.13 We are entitled to offer this tenancy.
- 11.14 We have told you about any condition of the lease or freehold that may affect you.
12. In law, we can meet our responsibilities by making a temporary repair or meeting your needs in another suitable way. We are not responsible for carry out a repair until you tell us, in writing, that the work needs doing. You may responsible for any damage that is caused because you did not tell us about a repair problem straightaway. We do not have to pay for the repair of any items that you carelessly damaged.
13. If you or your visitors damage any item mentioned in conditions 11.3, 11.4 & 11.5 (page 7) above, we will carry out the repair but you must pay for the repair. We do not have to give a better house than other houses of a similar age and character in the area. Section 11(3) of the Landlord and Tenant Act 1985 will tell you what you can reasonably expect us to do for you.
14. Ending the Tenancy:
- 14.1 We will give you at least two calendar months' notice, in writing, to end the tenancy.
- 14.2 You must give us at least one month's notice, prior to or on the monthly date of your tenancy agreement, in writing, to end the tenancy.
- 14.3 Neither notice can be completed before the first six months of the tenancy have passed. This means that we can give notice in month four and you can give notice in month five to end the tenancy once six months have passed. You will be responsible for payment of rent up to and including the end date of this tenancy agreement.
- 14.4 Once you have given notice we will respond in writing, or by email. We will need to conduct a pre-vacancy inspection taking place normally at least a week before you hand over the property to us.
15. Forfeiture Clause:
- 15.1 A court may order you to leave the property before the end of the agreement if any of the following happens;
- 15.1.1 You have not paid rent for more than 14 days after it is legally due.
- 15.1.2 You or your representative supplied references, which were false or misleading.
- 15.1.3 You break any condition of this agreement.

JSPM Residential is a division of JSPM Property Development Ltd.
Company Number: 06537054



JSPM Residential

Residential Lettings and Investments

- 15.1.4 You leave the property empty for more than 28 days (without our written permission) or it seems that you have abandoned the property.
- 15.1.5 You become bankrupt, your belongings are seized by bailiffs, or you enter a voluntary arrangement with people you owe money to.
- 15.2 If any of these happen, we have the right to enter the property after the bailiffs evict you following a court order. We will start this process by sending you a notice in line with Section 8 of the Housing Act 1988.
- 15.3 We also give you notice that, at some time before the start of this tenancy, we lived in the property as our only or main home, and that we may need possession under Ground 1 of the Housing Act 1988.
- 15.4 There maybe in the future a mortgage on the property. If that is not paid, the property may be possessed under Ground 2 of the Housing Act 1988.
- 15.5 It may be the case, in connection with section 14.4 above, that under the terms of the mortgage the mortgagee will take possession of the property and sell it.
- 15.6 If the mortgagee takes action under section 14.5 above then you will vacate the property on 1 months notice from the mortgagee in possession.
- 15.7 If we want to use either Ground, we will start the procedure by serving you with a Section 8 Housing Act 1988 notice. That notice is for two months and we cannot apply for a court hearing until after two months have passed.
- 15.8 If there is a change in your employment conditions then this may lead to a termination in your tenancy agreement and a new agreement to be signed dependant on your financial situation at that time.
16. Other Conditions:
- 16.1 If any conditions of this agreement cannot be enforced or is found to be unfair, it does not affect other conditions of the agreement. Only the condition that is affected no longer applies.
- 16.2 References to "you" also mean all joint tenants / adult persons living in the property with you who have signed this agreement and the guarantor if there is one. The liability is "Joint and Several" which means that one or all of the people named can be asked to repair any damage or loss we have suffered.
- 16.3 To ensure that the property is adequately ventilated throughout the Tenancy to avoid damage from condensation.
- 16.4 Not allow any oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains.
- 16.5 To keep drains, gutters, and pipes clear during and the winter months take adequate precautions to avoid damage by frost and freezing.
- 16.6 Any open fires **MUST NOT** be used.

JSPM Residential is a division of JSPM Property Development Ltd.
Company Number: 06537054



JSPM Residential

Residential Lettings and Investments

- 16.7 We are entitled to increase the monthly rent annually by 2%. However, if we do increase the monthly rent we will only do this every two years and by up to 4%. We will also give you two months notice of our intention to do this.
17. The Guarantor (if appointed) Must Agree The Following:
- 17.1 During the tenancy, the tenant or tenants named on page 1 of this agreement, will pay the rent and meet the conditions of this agreement.
- 17.2 If you do not meet your responsibilities under this agreement, the guarantor will pay the losses we suffer as soon as we send the guarantor a demand.
- 17.3 The guarantor will also pay our reasonable legal costs in taking anyone who is involved to court to get a court order for getting possession of the property, or compensation for losses we have suffered under the agreement.
- 17.4 The guarantee will stay in force for as long as the tenants continue to live in the property and until the tenancy has ended. "Ended" here means either all the keys to the property are returned, or the property is repossessed by county court bailiffs.
- 17.5 If the rent and/or other charges incurred by the tenant remain unpaid once the tenancy has ended we will pursue and take action to recover the monies owed through the Guarantor, and through the Civil Court if necessary.
- 17.6 If we give you any extra time to pay any money that is due, it will not affect the liability of the guarantor in any way.

GDPR 2018 PRIVACY POLICY

Confidentiality

1. The protection of data is something we take extremely seriously. We comply at all times with our statutory obligations regarding data protection in relation to all of our policies. Tenant information is confidential and is strictly always treated as such. We never, under any circumstances outside of those listed below, release information or details about any of our tenants to anybody else or to any other company, organisation or third party.
2. The only time that your information may be passed on to others will be
 - a. if we are instructed to do so by law or for the purpose of handling claims, if any, which may require us to provide some information to a third party.
 - b. Lifestyle and financial referencing
 - c. To tradesmen, with your consent, in order to arrange works to be completed.

When we collect personal information from you

3. Personal information is collected by us from you when you apply for a tenancy with us. The information we will request from you will be limited to the necessary information required to provide you with the service you have requested. We do not ask for any information that is not necessary or

JSPM Residential is a division of JSPM Property Development Ltd.
Company Number: 06537054



JSPM Residential

Residential Lettings and Investments

is irrelevant to your individual needs or requirements.

4. Should your personal information change at any time, we would ask you to keep us informed of the change so that our records may stay up to date.

How personal information is stored

5. Personal information that we hold about you is always held securely on our in house computer systems. These systems are securely backed up on a regular basis.
6. Information provided and stored is not accessible by third parties or individuals that are not part of our organisation.

How personal information is used

7. Your personal information is only used for the purpose of referencing and the running of your tenancy, for example but not solely limited to utility companies and local authorities at the commencement of your tenancy.
8. Personal information will never be used for any other purpose unless you ask us to do so or we are instructed to do so by law

How you can get to see the personal information we hold

9. You are entitled to view, amend, or delete the personal information that we hold about you. Email your request to our data protection officer **Dave MASTERS** at **davemasters@jspmltd.com**, or write to the contact address on your Assured Tenancy Agreement.

How long is it held for

10. Your information will be held for up to one year after a failed tenancy application.
11. Your information will be held for up to 7 years after the expiry of the tenancy agreement if accepted.

How is it disposed of?

12. Your information will be deleted upon expiry of the time frame.

Landlord(s)
Or Agent Signature Date

Tenant(s) Signature Date

Tenant(s) Signature Date

Guarantor(s) Signature Date

JSPM Residential is a division of JSPM Property Development Ltd.
Company Number: 06537054



JSPM Residential

Residential Lettings and Investments

Guarantor(s) Name

Guarantor(s) Address

.....

Witness Signature Date

Witness Name

Witness Address

Declaration

This is to certify that I/We:

Tenant(s) Name:

Tenant(s) Name:

being the prospective tenant(s) for the property address:

Tenant(s) Address:

..... Post Code

understand the terms and conditions of the tenancy agreement and the consequences of any breach of the said agreement by me/us. I/We understand that monies may be deducted from my/our deposit in the event that any damage or loss is caused to the Landlords property, fixtures or fittings as a result of any breach by me/us of my/our obligations under the tenancy agreement.

I/We acknowledge that the letting agent for this property has informed me/us that I/We are wholly responsible for investigating and arranging any insurance policy to indemnify me/us for these losses. I/We also acknowledge that the letting agent has explained to me/us that in the event of theft or damage to my/our personal belongings there is no insurance policy included in the tenancy agreement or provided by the Landlord, and that if I/We want such cover I/We should make my/our own arrangements for insurance.

Tenant(s) Signature:

Tenant(s) Signature: