

EXPLANATORY NOTES FOR NEW TENANTS

Property Address:

1. TENANCY AGREEMENT

- 1.1 Your tenancy agreement is an Assured Shorthold Tenancy for a fixed term of << >> months.
- 1.2 [There is no provision for the early termination of this tenancy. This means that by signing the agreement you are undertaking to pay the rent for the full period. You cannot give notice to quit during this period and if you leave the property without the Landlord's consent and before the end of the fixed term, you are still liable for all the rent due until the end of the tenancy.]
- 1.3 [There is a clause which allows you to terminate the tenancy after << >> months, i.e. after <<Date>>. You must give << >> months notice to terminate the lease and you will be liable for all the rent due until the termination date.]

2. UNDERSTANDING YOUR TENANCY AGREEMENT

- 2.1 Your tenancy agreement has been written in plain English and should be self-explanatory. If anything is unclear you should seek independent legal advice.
- 2.2 A number of terms used in the agreement have particular legal meanings and the most important ones are explained below.
- 2.3 "jointly and severally"
If there is more than one tenant then the tenants share their obligations such that, for example, the debt of one tenant can be claimed from any other tenant.
- 2.4 "quietly possess and enjoy"
In this context to enjoy a property is to be able to use it a residential property, and to do so quietly means that the Landlord should not cause you interruption unnecessarily.
- 2.5 "indemnify"
To indemnify someone is to agree to compensate them for any particular loss specified.

3. VISITORS

- 3.1 Although it is perfectly acceptable for tenants to allow friends to stay at the property on a strictly short-term, temporary basis, it is not acceptable for such an arrangement to become permanent or even regular. Please observe the following guidelines:
 - 3.1.1 Any guest is a guest of the entire household and must be welcome as such.
 - 3.1.2 A visitor does not need to bring or store any personal items at the property.
 - 3.1.3 Visitors do not stay at the property more than once a week (more than that and they are Lodgers!).

4. **PARTIES/CELEBRATIONS**

- 4.1 Parties/celebrations are allowed at the property in accordance with the following guidelines:
- 4.1.1 More than six visitors constitutes a party/celebration.
 - 4.1.2 Any breakages etc that occur at the property during the party will be replaced/repared at the expense of the tenants immediately afterwards, and not at the end of the tenancy.
 - 4.1.3 Any party/celebration must be acceptable to the majority or tenants and can be vetoed by 25% of the tenants.

5. **INSURANCE**

Any insurance that the landlord holds will not cover your property. This means that your possessions are not covered in the case of any accident. Because of this you may wish to take out a separate contents insurance policy to protect yourself, especially if you have any particular items of value.

6. **“WEAR AND TEAR”**

- 6.1 The basic rule of thumb is that the landlord will pay for any necessary repairs that are caused by fair wear and tear.
- 6.2 For instance, if a drain needs unblocking the landlord will meet all of the costs involved, **but** if it is determined that the tenant's actions caused the blockage, then at least a contribution towards the cost will be expected from the tenant.

7. **DECORATION**

- 7.1 Tenants must not carry out any decoration without the Landlord's consent. Consent is unlikely to be forthcoming as the Landlord prefers to maintain a neutral colour scheme.
- 7.2 N.B. Blotack often damages walls and any necessary redecoration costs will be deducted from the tenancy deposit.

8. **MOVING OUT**

- 8.1 If you decide not to renew your tenancy agreement please would you give the Landlord at least a month's notice in writing.
- 8.2 Please arrange to have the telephone disconnected (the operator can explain the procedure) and to have your post redirected (a form is available from the post office).
- 8.3 Please do not arrange to have your gas and electricity disconnected as there will then be reconnection charges for subsequent tenants. Instead, when you vacate, make sure the meter readings are recorded so that these figures can be passed on to the utility suppliers when the next tenants move in and you will only then be sent a termination bill.

9. RETURN OF DEPOSITS

9.1 Please note that tenancy deposits are held against the cost of any cleaning, repairs or replacements that are necessary at the end of the tenancy to restore the property to the condition it was in at the beginning of the tenancy. The tenancy deposit is never to be used as the last month's rent and any attempt to do so will incur the late rent penalty. Once calculated the balance of the deposit will be forwarded to the address provided by the vacating tenant.

I have read and understand this document

Signed _____

Name << >>
Name << >>
Name << >>
Name << >>

Dated << >>