

ASSURED SHORTHOLD TENANCY PURSUANT OF THE HOUSING ACT 1988

THIS AGREEMENT is made the **2nd day of February 2016**

BETWEEN **House Marketing Ltd**

OF **Goole, East Yorkshire, DN14 8EW**

(Hereinafter called the Landlord which expression where the context so admits includes the person or persons entitled in reversion immediately expectant of the tenancy hereby created) of the one part.

AND **Juan Manuel Abreu**

OF **Flat 2, 20 Lovett Street, Cleethorpes, DN35 7BH**

(Hereinafter called the Tenants which expression where the context admits includes the person deriving title under the tenant) of the other part

IT IS HEREBY AGREED as follows:

1. The landlord shall let and the tenant shall take all that dwelling house and property with the fixtures, furnishings and land therewith and known as **5 Kettlewell Street, Grimsby, DN32 0JF** on a tenancy for a fixed term of 6 months (minimum period of six months) from **2nd day of February 2016** subject to determination as hereinafter mentioned at a **calendar monthly** rent of **£475** (subject nevertheless as hereinafter provided) clear of all deductions and to be paid on the **2nd day** of each months.
2. The tenant agrees with the landlord as follows:
 - (i) To pay the rent on the days, and in the manner aforesaid, and will pay the calendar monthly rent by standing order.
 - (ii) To pay all rates, taxes, assessments and other outgoings now or hereafter during the tenancy to become payable in respect of the property.
 - (iii) To pay to the landlord the amount of any council tax which, while the tenancy continues, the landlord becomes obliged to pay for any part of the period of the tenancy because the tenant ceases to live at the property irrespective of whether the tenant is either an assured shorthold tenant or has become a statutory periodic tenant.
 - (iv) The tenant's liability to repay to the landlord any council tax due while the tenancy continues (Paragraph 2. (iii) above) will also include any council tax that would have been paid by the tenant had the tenant not been granted an empty property discount by virtue of the tenant not being in occupation at any time whilst the tenancy continued.
 - (v) To use the property only as for a private dwelling house in the occupation of the tenant only and not to use the premises or any part for any illegal or immoral purposes nor for any sale by auction nor any public meeting for religious, political or other purposes and not to carry on any profession, trade or business at the premises and not to do or suffer to be done in or upon the premises thereon any act of thing which may be a nuisance, damage or annoyance to the landlord or the superior landlord (if any) or to the occupiers of the premises against fire or otherwise or increase the ordinary premium thereon, and to repay the landlord on demand all sums from time to time paid by way of increased premium and all expenses incurred by him in or about any renewal of such policy rendered necessary by a breach of this stipulation.

- (vi) Not to assign, charge, under let or part with or share possession of the property or any part thereof.
 - (vii) Not to keep any animals, birds or other pets on the premises or any part thereof – unless specially agreed with the landlord.
 - (viii) Not to make any alterations to the property of whatsoever nature or any additions thereto.
 - (ix) Not to do or suffer to be done on the property or any part thereof anything which shall be or become or nuisance or annoyance to the landlord or the landlord's other tenants or the owners or occupiers of the neighbouring lands or properties.
 - (x) To keep the interior of the property and the fixtures, fittings and furnishings therein in as good a state of repair and condition as the same are now in (reasonable wear and tear and damage by fire excepted) and to repair and make good all wilful damage or injury which may at any time hereafter be done to the property during the tenancy and at the expiration or sooner determination of the tenancy quietly to deliver up the property to the landlord with all the fixtures (other than any tenant's fixtures affixed by the tenant) and appurtenances thereto belonging in such good repair and condition as aforesaid.
 - (xi) To keep the garden and surrounds of the property properly cultivated and the grass properly trimmed and mown and to remove from the site all cuttings and other garden refuse.
 - (xii) Within seven days of the receipt by the tenant of any notice, order or proposal made, given or issued to the tenant by a Planning Authority under or by virtue of any enactment relating to Town & Country Planning or given or issued by any other Authority to give full particulars to the landlord.
 - (xiii) To permit the landlord or its Agents to enter the property for the purpose of inspecting the same and carrying out repairs and within a reasonable time to comply with any property notice to repair served by the landlord on the tenant.
 - (xiv) During the last month of the tenancy to permit the landlord to put up or affix and maintain in or to the front of the property a notice that the same are to be let and to allow all applicants authorised by the landlord or the Agent of the landlord to enter and view the property at all reasonable hours in the daytime.
 - (xv) That they will not use within the property any form of portable heating equipment other than an oil-filled radiator or an electric fan or electric convector heater which comply with current regulations as to the safe use of such equipment.
3. Provided that if the rent or any part thereof shall be in arrears for at least fourteen days after the same shall have become due (whether legally demanded or not) or if the tenant shall fail to observe or perform all or any of the agreements on the part of the tenant herein contained the landlord may re-enter upon the whole or any part of the property in the name of the whole and thereupon the tenancy shall absolutely determine but without prejudice to any claims (whether for any arrears or rent or otherwise) which may be due from or enforceable against the tenant in respect of the property.
4. The landlord agrees that the tenant paying the rent and performing and observing all the agreements herein contained may quietly possess and enjoy the property during the tenancy without any unlawful interruption from or by the landlord or any person claiming through or under or in trust for such party.

5. The landlord hereby acknowledges receipt from the tenant(s) of the sum of **£500** as a deposit to be held by the landlord or the landlord's agent against any damage to the property or other claims by the landlord hereunder; (and in "other claims" referred to expressly includes, amongst other things, reasonable costs incurred by the landlord and the landlord's solicitors as a result of failure by the tenant(s) to comply with his/her/their obligations under this agreement) such deposit to be protected by and subject to the rules of an insurance-based scheme approved for that purpose under the Housing Act 2004 by the Secretary of State for Communities and Local Government or any subsequent enactment relating to the holding of tenants deposits.
6. The tenant hereby acknowledges that the tenancy may be brought to an end if the building society as mortgagee, (heritable creditor in Scotland) requires possession on default of the borrower (debtor in Scotland) under Schedule 2 Ground 2 of the Housing Act 1988 (Schedule 5 Ground 2 of the Housing (Scotland) Act 1988).
7. The tenant hereby acknowledges that when wishing to terminate this agreement, the tenant will give a calendar months' **notice in writing**, such notice to be served upon the landlord or the landlord's agents upon the due rent day.
8. No television receiving apparatus including aerials and satellite dishes may be attached to, or placed upon the property without the express permission of the landlord.


AS WITNESS the hands of the parties hereto the day and year first before written

SIGNED by the above named TENANTS

Sign here


.....
Juan Manuel Abreu

SIGNED BY THE LANDLORD


.....
Signed for and on behalf of the landlord by
& Company (Authorised Agents to the Landlord)

NOTICE TO TENANTS

SECTION 48 LANDLORD AND TENANT ACT 1987

TO TENANTS

NAME: Juan Manuel Abreu

ADDRESS: Flat 2, 20 Lovett Street, Cleethorpes, DN35 7BH

We, **House Marketing Ltd** of **Goole, East Yorkshire, DN14**, hereby give you notice that all notices in connection with your tenancy over **5 Kettlewell Street, Grimsby, DN32 0JF** should be served on us at the following address:

& COMPANY
Lane
GRIMSBY
NORTH EAST LINCOLNSHIRE
DN31

TEL: (01472) 311

This notice is given by me/us on the **2nd day of February 2016**



Landlord Signature

I/We acknowledge receipt of a copy of this notice this **2nd day of February 2016**



Juan Manuel Abreu