



Alpine Real Estate Ltd Tenancy Agreement

For letting a residential dwelling

Notes for Tenants and company

- This Tenancy Agreement is for letting furnished or unfurnished residential accommodation on tenancy within the provisions of the Housing Act 1986 as amended by part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of Company and tenant.
- This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
- This agreement is produced with due consideration for the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements.

Notes for Tenants

- This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the company.
- Where there are more than one Tenant, all legal obligations for rent and repair costs can be enforced against all tenants jointly and against each individually.
- If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.
- Tenants must always be given the opportunity to thoroughly read and understand this Agreement before completing and signing it.

THIS **AGREEMENT** is made on the date specified below **BETWEEN** the Company and Tenant. It is intended that the tenancy created by this Agreement is and shall be within the meaning of the Housing Act 1988 as amended by the Housing Act 1996.

Company	Alpine Real Estate Ltd
Company's Address	Alpine House, Pemberton Street, Birmingham, B18 6NY
	Registration number: 05494934
	<i>Note: Any notice under Company and Tenant Act 1987 s48 can be served on the Company at the above address.</i>
Tenant(s)	
Property	The dwelling known as:-
Contents	The fixtures and fittings at the Property, together with any furniture, carpets, curtains and other effects listed in the Inventory (where applicable)
Term	For the term of:- Minimum Months
	Commencing on:
Rent	£ per calendar month
Payment	Rental payments are due in advance and will be equal monthly payments due on the 1 st day of the month
	First rental payment to be made on
Booking Fee	£
Premises are	Furnished

1. The Company agrees to let and the Tenant agrees to take the Property and Contents for the Term at the rent payable as above.
2. The Tenant pays the Booking Fee as security for their performance of the Tenant's obligations and to pay an compensate the Company for any breach of those obligations. It is agreed that this sum shall not be transferable by the Tenant in any way, and at any time against the payment of the Rent and that no interest shall be payable on this Booking Fee. The balance of the Booking Fee is to be paid to the Tenant only after vacation of the Property, such amount to be assessed at the outgoing check upon termination of the Agreement.

3. (Tenants Obligations) The Tenant agrees with the Company:-

Rents and Charges

- To pay the **Booking Fee** as requested for security for any loss or damage to the premises or contents. The Booking Fee will be held by the company and will be refunded to the Tenant at the end of the Term (however it ends) at the forwarding address provided to the Company in 28 days but less any reasonable deductions properly made by the company to cover any reasonable costs incurred or losses caused to him by any breaches of the obligations in his Agreement by the Tenant. No interest will be payable to the Tenant in respect of the Booking Fee money
- To pay the **Rent** on the days and in the manner specified to the company.
- There will be £20 charge if not paid on the 1st of each month and will increase to £40 if not paid within 7 days of due date and we can terminate the contract with immediate effect if rent not received within 14 days of due date.
- **Insurance**, the house is insured by the Company, but the Tenant is liable for the excess payment, of any claim made which was the fault of the Tenant, or their guests. The Tenant(s) are responsible for the insurance of their own contents.
- Not to do or permit anything to be done which might make void or voidable the insurance of the Company, or occasion an increase in the premium. Any increase in the premium due to the Tenant(s) actions may be charged directly against them.
- To pay promptly to the authorities to whom they are due, **council tax and outgoings** (including water and sewerage charges, gas, electric, telephone, light etc relating to the Property), including any which are imposed after the date of this Agreement and to pay the total cost of any reconnection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected.
- There will be a £20 charge per week for late Rent and after 2 weeks Court notice will be served.

Use of the Property

- **Not to assign, or sublet**, part with possession of the Property, or to let any other person live at the Property.
- To use the Property as a **shared house dwelling** and not to use it or any part of it for any other purpose nor to allow anyone else to do so.
- **Not to receive paying guests** or carry on or permit to be carried on any business, trade or possession on or from the Property.
- Not to do or permit or suffer to be done in or on the Property any act or thing which may be a **nuisance damage** or to the occupiers of the neighbouring premises, or which may void any insurance of the Property or cause the premiums to increase.
- Not to keep any **animals or birds** or other living creature on the Property without the company's written consent such consent if granted to be revocable at will by the company.
- Not to use the Property for any **illegal or immoral purpose**.
- Where the Company's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will **observe the restrictions** in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached
- That all **rubbish is stored** in appropriate rubbish bins in a suitable place and made available for collection
- That **no dangerous items**, including explosive or flammable materials be left lying around the immediate neighbourhood by you and/or any member of your household.
- To **park cars** in the pre-designated parking spaces (where appropriate)
- **Not to possess drugs**, or other illegal items on the premises other than drugs prescribed by a qualified medical practitioner.

Repairs

- **Not to damage or injure** the Property and Contents or make any alteration or addition to it. Any redecoration is to be made only with the prior written consent of the company.
- To keep the interior of the Property and Contents in **good clean condition** and complete repair (damage by accidental fire and reasonable wear and tear excepted) and to keep the Property at all times well and sufficiently aired and warmed during the tenancy. This clause does not oblige the Tenant to put the Property into better repair than it was in the beginning of the tenancy.
- To immediately pay the company the value of **replacement of any furniture or effects lost or damaged** or destroyed or at the option of the Company, replace immediately any furniture or effects lost, damaged or destroyed, and not to remove or permit to be removed any furniture or effects from the Property.
- That the company may at reasonable times on giving 24 hours' notice (unless in the case of an emergency) **enter the property** for the purpose of viewing, inspecting its condition and state of repair or for the purpose of repair, maintenance or repainting.
- Should the Tenant(s) **fail to acknowledge** a company notice (requesting to carry out repairs), the company may return after a period of 10 days, and carry out the repairs himself, with the Tenant being liable for any costs.
- To keep the gardens (if any) including all driveways, pathways, lawns, hedges and rockeries, **neat tidy and properly tended** at all times and not remove any trees or plants and to keep any garage in good order.
- To **replace all broken glass** in doors and windows damaged during the tenancy.
- Not to **alter or change or install any locks** on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the company.
- To **notify the company** promptly in writing of any disrepair, damage or defect in the Property or of any event which causes damage to the Property or which may give rise to a claim under the insurance of the Property.
- Not to **glue stick or otherwise fix** anything whatsoever to the exterior or interior of the Property without the company's written consent.
- To take all reasonable precautions to **prevent damage by frost**.
- In order to comply with the **Gas and Safety Regulations**, it is necessary
 - that the ventilation provided for this purpose in the Property should not be blocked
 - that brown or sooty build up on any gas appliance should be reported immediately to the company

- To keep the **drains, waste pipes and gutters** free from obstruction and to keep the chimney (if appropriate) swept as often as necessary.

Other Tenant Responsibilities

- Not to leave the Property **vacant** for more than 30 consecutive days and to properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended.
- To **inform the company** in writing of any periods over days, when the premises will be left empty. In winter, the Tenant is responsible for turning off the main water and draining the heating and water storage.
- To fully pay and **compensate** the Company for any costs expense loss or damage incurred or suffered by the Company as a consequence of any breach of the Agreement on the part of the Tenant in this Agreement.
- Within the last month of the tenancy to permit the company's agent at reasonable hours in daytime to enter and **view the Property** with prospective Tenants or purchasers.
- Not to introduce into the Property any **portable heaters** fired by liquid or bottled gas fuels without the company's prior written consent.
- That the Tenant shall be responsible for testing all **smoke detectors** (if any) fitted in the Property on a regular basis and replace the batteries as necessary.
- To **clean the windows** from inside and outside (if applicable) on regular basis.
- To give the company a copy of any **relevant postal notices** or documents received concerning the premises within 7 days of receiving them - In particular, any notice received under the Party Wall Act 1996. The Tenant agrees not to do anything as a result of the notice unless required to do so by the company.

End of Tenancy

- To allow the company to **affix a re-letting sign** to the premises, 1 month notice prior to the termination of the tenancy, and allow the company permission to view the premises at reasonable hours.
- To leave the Property and the Contents at the end of the tenancy in the **same places** in which they were originally positioned at the commencement of the tenancy.
- To arrange for the Property to be **cleaned** on the termination on the Tenancy. To pay for any cleaning services that may requires reinstating the Property to the same order that it was provided at the commencement of the tenancy including the washing and ironing or cleaning of all linen, carpets and curtains which shall have been soiled during the tenancy.
- To provide the company with a **forwarding address** when the tenancy comes to an end
- If the Tenant(s) **abandon the property** without telling the company, the company will enter the property, repair and clean if necessary and charge the Tenant accordingly. The tenant agrees to pay all costs connected with the company (s) attempt to find their geographical whereabouts, including any court fees.
- To **leave the property** at the end of the tenancy in good repair and condition, upon the date so appointed and hand back all keys to doors, windows and any other items, for which the company will provide the Tenant with a receipt.
- **Notice**, the Tenant(s) must give at least one months notice to the Company, (after any fixed term of the tenancy agreement has ended), either by recorded post to the company address, or in person. Make sure tenant keep a record of the termination letter signed and approval by the company.
- If at any time:-
 - any part of the **Rent is outstanding** for 14 days after becoming due (whether formally demanded or not) and/or
 - there is any breach, **non-observance or non-performance** by the Tenant of any covenant or other term of this Agreement which has been notified in writing to the Tenant and the Tenant has failed within a reasonable period of time to remedy the breach and/or pay reasonable compensation to the Company for the breach and/or
 - **any of the grounds** set out as Grounds 2, 8 or Grounds 10-15 (inclusive) (which relate to breach of any obligation by a Tenant) contained in the Housing Act 1988 Schedule 2 apply, the company may recover possession of the Property and this Agreement shall come to an end. The Company retains all his other rights in respect of the Tenant's obligations under this Agreement. Note that if anyone is living at the Property or if the tenancy is an assured or assured shorthold tenancy then the company must obtain a court order for possession before re-entering the Property under the Housing Act 1988. This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.

4. (Company's Obligations) The Company agrees with the Tenant that:-

- Provided the Tenant shall pay the Rent and perform the agreements on his part already referred to, the Company shall permit the Tenant to have **quiet enjoyment** of the Property without unreasonable interruption by the company.
- The company will **keep in repair**:-
 - the structure and exterior of the Property (including drains, gutters and external pipes);
 - the installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences);
 - the installation at the Property for space heating and heating water
- But the company will **not be required** to:-
 - carry out works for which the Tenant is responsible by virtue of his duty to use the Property in a Tenant-like manner;
 - reinstate the Property in the case of damage or destruction if the insurers refuse to pay out the insurance money due to anything the Tenant has done or failed to do;
 - Rebuild or reinstate the Property in the case of destruction or damage of the Property by a risk not covered by the policy of insurance effected by the company.
- All necessary **consents** have been obtained to let the Property.
- The company will not **pay for** Water rates, sewerage rates, assessments and outgoings in respect of the Property.
- To **insure the Property** (building) and arrange for any damage caused by an insured risk to be remedied and to provide a copy of the insurance policy to the Tenant.

- The company will **return to the Tenant** any rent payable for any period during which the Property may have been rendered uninhabitable by fire or any other risk which the company has insured.
5. Upon successful granting of a Court Order, the company may **re-enter** the Property and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the company, if the Tenant has not complied with any obligation in this Agreement or should the Rent be in arrears by more than fourteen days whether formally demanded or not.
6. The company agrees to carry out any **repairing obligations** as required by section 11 of the company(agent)/Company and Tenant Act 1985.
7. In this Agreement, unless the context otherwise requires, the following **expressions** shall have the following meanings:
 "The company " includes the persons for the time being entitled to the reversion expectant on determination of the tenancy
 "The Tenant" includes the successors in title. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants and against each individually.

8. The parties agree:-

- The tenancy may be brought to an end if the **mortgagee** requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988.
 - Notice is hereby given that **possession** might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the company used to live in the Property as his or her main home, or intends to occupy the Property as his or her only or main home.
 - Before the company can end this tenancy, he shall **serve any notice(s)** on the Tenant in accordance with the provisions of the Housing Acts.
 - Any notice served by the company on the Tenant shall be sufficiently served if sent by registered or **recorded delivery post** to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
 - The company hereby notifies the Tenant under Section 48 of the Company & Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the company at **the address stated** with the name of the company (shown in the Contacts section of this Agreement – the address must be in England or Wales).
 - For stamp duty purposes, the company and the Tenant confirm that there is **no previous agreement** to which this Agreement gives effect
 - The company shall be entitled to have and **retain keys** for all the doors to the Property but shall not be entitled to use these to enter the property without the consent of the Tenant (save in an emergency or for health and hygiene inspection). Health and Hygiene inspection will be carried out once a month.
 - Any notices or other documents shall be deemed served on the Tenant by either being left at the Premises or by being sent to the Tenant at the Premises by first-class post. If notices or other documents are served on the Tenant by post they shall be deemed **served on the day** after posting
 - The Booking Fee will be retained to cover our admin cost if you terminate the contract before the Expiry or if you fail to give full one month written notice.
 - One set of keys will be given to you when you sign the contract, thereafter you will be charged £10 per key for the replacement.
 - If the Tenant change the property i.e. shift to one of our other owned property , then the Terms and conditions of the agreement will stays exactly the same. There will be a new form for change of address/property and New Inventory list will be added.
 - Company will not be responsible for any additional services such as Sky/Cable subscription, TV Licence, Phone Line, Broadband etc.
 - Make sure you contribute towards the Council Tax, Gas/Electric and Water Bills. All Tenants will be informed prior to signing an agreement about Council Tax charges which are a monthly contribute and could be added with the rent or could make a separate payment on the appointed Rent day. Gas and Electricity are on token meters therefore it is responsibilities of all the tenants sharing the property. Meter operating instructions and list of pay points is displayed by the meter.
 - Circumstances in which Booking Fee will not been refunded:
 - If Tenant do not provide us one month clear notice of leaving in writing. Tenants are required a keep a written notice of termination letter signed by the Company Representatives. (Verbal notice will not be accepted)
 - If Tenant leaves the property before the date of the agreed tenancy term.
 - Once the contract has been renewed, the Tenant is than obliged to finish the extended term.
 - Any major damages to the property due to Tenant's negligence directly or indirectly.
 - If the Tenant is evicted due to breach of any terms and conditions of the tenancy agreement.
9. The Property is let together with the **special conditions** listed below and the **First Schedule** attached hereto

Special Conditions:

Please make sure that every one locks their room doors and windows when you leave the house.
Always switch off all electrical and gas equipment after use, and also switch off all the switches when leaving the property as it will help you keep the cost of your bills low.
It is the tenants responsibility to keep the house clean and tidy at all times, as there will be a surprise inspection by the health and hygiene authority once a month.
Make sure the bin bags are kept out for collection by the council on the day allocated.
If you find any equipment not working properly, then please contact us ASAP.
Any visitors staying overnight for more than 3 days then please let us know, failure to do will terminate your tenancy straight away and Booking Fee will not be returned.
If we do not receive your rent or outstanding amount within 5 working days of due date then we will have right to remove your belongings and rent your room to a new tenant.

If the written termination is not received and provided you don't have the confirmation then also your Booking Fee will be retained so make sure you keep a proof (When you send us the contract termination then we send an acknowledgement back within 7 days so make sure you contact you if you have not received)
In case you have locked yourself then there will be £15 call out charge in order to open the door.
Any kind of enquiries or complaints should be in writing to the Company.

The Sharers Obligations Are:

- Rent, to pay the rent on the appointed day.
- Booking Fee, to pay the Booking Fee as requested for security for any loss or damage to the premises or contents.
- To pay fine upon any late rent of £20 per week.
- The sharer is to be allowed, in conjunction with the occupation of the room to use the facilities and common parts of the property, as may be at the property.
- To pay a proportionate share of all the outgoings for the property, such as gas, electricity, waters, council tax, sewage, television license and any other service.
- If there is a telephone, the sharer is to pay for all calls made themselves, and a proportionate amount of the line rental, or any other agreement as may be made between the owner and sharer.
- Not to do or permit anything to be done which might make void or voidable the insurance of the owner, or occasion an increase in the premium. Any increase in the premium due to the sharer's actions may be charged directly against them.
- Not to carry on any profession, trade or business on or from the premises.
- Not to assign, sublet, charge or part with or share possession or occupation of the room or any other part of the property.
- Not to keep or do anything on the premises, which might cause a nuisance to either the owner, any other occupier or any neighbours. The sharer is responsible for his or her guests.
- Not to have any drugs, or other illegal items on the premises other than over the counter drugs and drugs prescribed by a medical practitioner.
- Not to keep pets at the premises, without the consent of the owner.
- Repairs, to keep the premises in good repair, and to pay for the replacement value of any damage done, either to the property or contents. Fair wear and tear excepted.
- To Report to the company and damage to the property or contents.
- Not to make any alterations, or carry out any decorations without the prior written consent of the owner.
- To allow the owner, or any duly authorized agent with the owners permission, after giving at least 24 hours prior written notice, to enter and inspect the all areas of the premises, including the sharers room, for the purpose of inspection, repair and the taking of meter readings. (In cases of real emergency the requirement of notice need not be complied with.)
- To pay to the company all charges, costs and expenses incurred by the owner at any time during the let arising as a result of a breach of any of the terms of this agreement.
- To leave the property at the end of the let in good repair and condition, upon the date so appointed and yield up all keys to doors, windows and any other items, for which the owner will provide the sharer with a receipt.
- To pay for any cleaning costs and removal or rubbish that may be necessary after the let has come to an end, in order for the owner to re-let the premises.
- Smoking is strictly banned inside the property.

Company can carry out credit searches and reference checks and to contact employers, banks, referees, guarantors and credit reference agencies as appropriate. Use the information obtained with third parties to assess credit ratings, make insurance decisions, for fraud prevention and tracing / debt collection. Handle all information obtained in strictest confidence and in accordance with the principles of the Data Protection Act 1988. I understand that I can request the details of any credit reference agencies used so that I can verify with them the information provided. I understand that if I default on my tenancy obligations, this information may be released (per S35 DPA 1988) to authorised debt recovery agencies and could affect any future applications I make for tenancies, credit and insurance. I can confirm that I have read the above and have raised any concerns with the company. I am aware that any false statement made could result in early termination of the tenancy under ground 17 of the Housing Act 1996.

SIGNED BY THE COMPANY'S SIGNATORY

SIGNED BY THE TENANT(S) – I have read all the terms and conditions of the agreement.

Date:

Date:

Signed Inventory List

Photos

Contact Address: Alpine House, Pemberton Street, Birmingham, B18 6NY

Phone: 0871 288 2431 / 0121 200 11 70, Fax: 0870 300 4982 / 0121 200 33 71

Email: info@alpinerealestate.co.uk, Web: www.alpinerealestate.co.uk

ID Checklist:

- Copy of Passport / Driving Licence
- Recent Bank Statement
- Recent Pay slip / College-University letter
- References

Inventory List

Kitchen/Sitting				Bedroom				Bathroom			
Ashtray		Apron		Kettle		Sieve		Duvet/Blanket		Basket	
Chairs		Baking Tray		Knives		Soup Spoons		Bed Sheets		Floor Mat	
Coffee Table		Bottle Opener		Liquidiser		Spatula		Chair		Lavatory Brush	
Curtains/Blinds		Bread Bin		Measuring Jug		Storage Jars		Chest of Drawers		Shower Curtain	
Cushions		Casserole Dish		Microwave		Sugar Jug		Curtains/Blinds		Soap Dish	
Farmed Picture		Cheese Grater		Milk Jug		Swing Bin		Double Bed		Towels Rail	
Stereo System		Chopping Board		Mugs		Table Cloth		Dressing Table		Wall Mirror	
Mirror		Coffee/Tea Pot		Mug Tree		Table Mats		Duvet Cover		Wodden Chair	
Net Curtains		Cups		Oven/Hob		Tea Towels		Framed Picture			
Plant		Dinner Plates		Pie Dishes		Tin Opener		Lamp		Storage Cupboard	
Rug		Dishwasher		Potato Peeler		Toaster		Mattress Cover			
Sofa		Draining Board		Soup Dishes		Tray		Mirror		Broom	
Table (Dining)		Egg Cups		Pyrex Dish		Washing Machine		Pillows		Bucket	
Table Lamp		Forks		Roasting Dish		Washing up bowl		Pillow Cases		Clothes Horse	
Television		Fridge		Rolling Pin		Wok		Side Table		Dustpan & Brush	
Vase		Freezer		Salt& Pepper Pots		Wooden spoons		Single Bed		Iron	
Video/Digi Box		Fruit Bowl		Sandwich Maker				Study Table		Ironing Board	
Wall Clock		Frying Pans		Sauce Pan				Wardrobe		Mop	
		Garlic Crusher		Scale				Shelf		Vaccum Cleaner	
		Glasses		Serving Dish				TV		Framed Picutes	
		Juicer		Side Plates							

Extras

Tenant's Signature _____ Company's Signatory _____