

## EXPLANATORY NOTES ON TENANTS

### 1. TENANCY AGREEMENT

- 1.1 Your tenancy agreement is a **Fixed Term Tenancy** for a fixed term of << >> months.
- 1.2 [There is no provision for early termination of this tenancy. This means that you are required to pay the rent for the full term of this period and if you leave the property before the end of the fixed term, you are still liable for the rent until the end of the tenancy.]
- 1.3 [There is a clause which allows you to terminate the tenancy after << >> months, i.e. after << >> months notice to terminate the lease and you will remain liable for the rent due until the termination date.]

### 2. UNDERSTANDING YOUR TENANCY AGREEMENT

- 2.1 Your tenancy agreement is written in plain English and should be self-explanatory. If any part is unclear, you should seek independent legal advice.
- 2.2 A number of terms used in the agreement have particular legal meanings and you should be aware of these.
- 2.3 “jointly and severally” means that all tenants share their obligations such as paying the rent, and can be claimed from any other tenant.
- 2.4 “quietly possess and use” means that you are entitled to use it as a residential property, and to do so quietly and peacefully without causing unnecessary interruption.
- 2.5 “indemnify” means to compensate someone for any particular loss or damage.

### 3. VISITORS

- 3.1 Although it is perfectly acceptable for you to allow friends to stay at the property on a strictly occasional basis, it is not acceptable for such arrangements to be made on a regular basis. Please observe the following guidelines:
- 3.1.1 Any guest is to be treated as a guest and must be welcome as such.
- 3.1.2 A visitor does not have the right to store any personal items at the property.
- 3.1.3 Visitors do not have the right to stay more than once a week (more than 7 days) in any one calendar month.

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#### 4. PARTIES/CELEBRATION

- 4.1 Parties/celebrations must be held in accordance with the following guidelines
- 4.1.1 More than six people are not permitted at any party/celebration.
- 4.1.2 Any breakage or damage to the property during the party will be the tenants responsibility and must be replaced/repaired by the tenants immediately afterwards, at their own expense, to the satisfaction of the Landlord.
- 4.1.3 Any party/celebration must be held in a room available to the majority or tenants and can be visited at any time by the Landlord.

#### 5. INSURANCE

Any insurance that covers the property must cover your property. This means that your possessions must be covered in the case of any accident. Because of this you may wish to take out your own contents insurance policy to protect yourself, especially for items of value.

#### 6. "WEAR AND TEAR"

- 6.1 The basic rule of the tenancy is that the tenant will pay for any necessary repairs that are caused by fair wear and tear.
- 6.2 For instance, if a drain becomes blocked, the landlord will meet all of the costs involved, **but** if it is caused by 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 given if the Landlord prefers to maintain a neutral colour scheme.
- 7.2 N.B. Blotack often caused by tenants. Necessary redecoration costs will be deducted from the tenant's 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.
- 8.2 Please arrange to have the electricity disconnected (the operator can explain the procedure) and the gas safety checked (a form is available from the Landlord).
- 8.3 Please do not arrange to have the electricity disconnected as there will then be no electricity for the next tenants. Instead, when you vacate, make sure that the meter is recorded so that these figures can be passed on to the next tenants move in and you will only then be served with a notice to leave.

9. **RETURN OF DEPOSITS**

- 9.1 Please note that tenancy deposits are held against the cost of any cleaning, repairs or replacement at the end of the tenancy to restore the property to the condition at the beginning of the tenancy. The tenancy deposit is held for the last month's rent and any other charges. Once calculated the balance of the deposit will be provided by the vacating tenant.

I have read and understand this document

Signed \_\_\_\_\_

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Dated << >>