8 Towneley Parade
Longridge, Preston
PR3 3HU
TEL: 01772 783993
FAX: 01772 786982

Dewhurst Homes
Local Estate Agent

Tenancy

Agreement

DATED 15th April 2010

BETWEEN

Ribble Valley Luxury Homes Ltd

- and -

[redacted]

---

38 Greenbank Park, Longridge, Preston, PR3 2XY

AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY
Under the provisions of The Housing Act 1988

LANDLORD: Ribble Valley Luxury Homes Ltd, Eastham House Farm, Great Mitton, Clitheroe, BB7 9PH

TENANT: [redacted]

TERM: Three Months

COMMENCEMENT DATE: 15th April 2010

END DATE: 14th July 2010

RENT: [redacted]

RENTAL PAYMENT PERIOD: Monthly by standing order to – Ribble Valley Luxury Homes Ltd, Natwest - Sort Code – [redacted]

DEPOSIT: £[redacted]

TERMS:

1. This Agreement is intended to create an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988.

2. The Landlord lets and the Tenant takes the Premises for the Terms and at the Rent specified above.

3. This tenancy is subject to and the Tenant agrees to be bound by the General Tenancy Conditions set out overleaf with the amendments and additions to them (if any) set out under the heading "Special Tenancy Conditions" also overleaf.

4. The Tenant shall pay to the Landlord upon the signing of this Agreement the amount of the Deposit (if any specified) and the first payment of Rent.

5. This tenancy includes the use of the Landlord's Fixtures and Fittings ("the Fixtures and Fittings") in the Premises including amongst other things all matters specified in the attached Inventory and Schedule of Condition ("the Check-in Inventory and Schedule of Condition").

6. In the instance of any correspondence being sent to the tenant regarding rent arrears, an administration fee of £25.00 will be incurred for each correspondence.

DATE:..13.4.10..

SIGNED [redacted]
(by or on behalf of the Landlord)

SIGNED... [redacted] **....(Tenant)**

SIGNED [redacted] **Tenant)**

GENERAL TENANCY CONDITIONS

The Tenant agrees with the Landlord as follows:-

1. To pay the rent (without any deductions) to the Landlord according to the terms of this Agreement whether formally demanded or not and in the event of any instalment of rent or any other money payable under this Agreement remaining unpaid after the same becomes payable then the Tenant shall in addition pay to the Landlord interest at the rate of 4% per annum above Natwest Bank plc base rate from time to time on all outstanding monies from the date upon which the same becomes payable until payment.

2. Not to tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the Premises and to pay all charges in respect of gas, water and electricity consumed on or supplied to the Premises, all charges in respect of any telephone installed on the Premises and the television licence fee.

3. To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises) and to deliver all keys to the Premises to the Landlord.

4. Not to damage or injure the Premises or make any alteration or addition to the Premises including redecoration.

5. To permit any superior landlord, the Landlord or the Landlord's Agent and all other persons authorised by the Landlord with or without workmen and others and with all necessary equipment at all reasonable times upon not less than two days' notice (except in the case of emergency) to enter upon the Premises and to examine the condition of the same or to inspect, maintain, alter, improve or rebuild any adjoining or neighbouring property or to maintain repair or replace the Fixtures and Fittings or for the purpose of complying with any obligations imposed on the Landlord by law.

6. Under the Party Walls Act 1995 to send without delay any Structure Notice or other Notice served under this Act to the Landlord's Agents, and to permit access without hindrance to any adjoining landowner, his workmen or any professional person appointed on his behalf.

7. Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services serving the Premises and during the winter months to take adequate precautions to avoid damage by frost and freezing.

8. To keep the chimney (if any) swept, the garden (if any) neat and free from weeds and to keep the windows clean and immediately replace all broken glass in the Premises with the same quality glass.

9. Not to assign, sublet or part with or share possession of the whole or part of the Premises.

10. To use the Premises for the purpose of a private residence only in the occupation of the Tenant and not for business purposes and not to do or suffer to be done in the Premises or elsewhere anything which may be or become a nuisance, annoyance, or inconvenience to the Landlord or the tenants or occupiers of any neighbouring premises or which may vitiate any nuisance to the Premises or increase the premium for such insurance.

11. Not to take in any lodger or paying guest without the prior written consent of the Landlord.

12. Not to keep any domestic animals or birds in the Premises without the prior written consent of the Landlord which may be subsequently withdrawn upon giving reasonable written notice. If the Landlord gives his written consent to the keeping of any animal or bird on the Premises then the Tenant hereby agrees to pay an additional deposit to be determined by the Landlord. The Tenant also agrees to have the Premises professionally cleaned at the termination of the tenancy and to provide a receipted invoice to the Agent as written proof that he has complied with this clause.

13. To deliver up the Premises to the Landlord at the end of the tenancy in the same good and clean state of repair, condition and decoration as they were at the commencement of the Term (fair wear and tear and damage by fire excepted).

14. Clean or pay for the professional cleaning of all carpets, furniture, linen, blankets and curtains (if any) included in the letting which shall have been soiled during the tenancy.

15. To pay the Landlord or his Agent all reasonable costs and expenses incurred by the Landlord or his Agent (including but not limited to the costs and fees of the Landlord's solicitors and other professional advisors) in respect of any breach by the Tenant of this tenancy and to include the cost of any bank or other charges incurred by the Landlord or his Agent if any cheque written by the Tenant is dishonoured or if any Standing Order payment is withdrawn by the Tenant's bankers.

16. FIXTURES AND FITTINGS:

16.1. Not to remove any of the Fixtures and Fittings from the Premises to store the same in the loft basement or garage (if any) without obtaining the Landlord's prior written consent and thereafter ensuring that the said items are stored safely and upon vacating the Premises to leave the same in the places in which they were on the Commencement Date.

16.2. Not to remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part thereof or any substitute Fixtures and Fittings from the Premises and not to bring onto the Premises the Tenant's own equipment or effects without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

16.3. Make good all damage and breakages to the Fixtures and Fittings which may occur during the Term, replacing any items rendered unusable with others of similar value and appearance.

FORFEITURE:-

If at any time the rent or any part of the rent shall remain unpaid for 14 days after becoming payable (whether formally or legally demanded or not); or if any agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a voluntary agreement with his creditors; or if the Premises shall without the consent of the Landlord be left vacant or unoccupied for more than 14 days; or if any of the grounds listed in Schedule 2 of the Housing Act 1998 as amended by the Housing Act 1995 apply being ground 2, 8, 10, 11, 12, 13, 14, 15 or 17; then the Landlord may re-enter upon the Premises provided he has complied with his statutory obligations and has obtained a possession order from the County Court and thereupon the tenancy shall be determined but without prejudice to the right of action of the Landlord in respect of the breach of the Tenant's agreements and obligations contained herein.

LANDLORD'S OBLIGATIONS:-

The Landlord agrees with the Tenant as follows:-

That the Tenant paying the Rent and performing and observing the obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any person rightfully claiming under through or in trust for the Landlord.

To insure the Premises and the Fixtures and Fittings specified in the Check-in Inventory and Schedule of Condition to their full value with some insurance company of repute normally covered by a householder's comprehensive policy.

That he is the sole/joint owner of the leasehold or freehold interest in the Premises an that all consents necessary to enable him to enter into this Agreement (whether from superior landlord's, mortgagees insurers or others) have been obtained.

MISCELLANEOUS:-

If the Premises comprise part only of a building the letting shall include the use (in common with others) of access ways to and from the Premises inside the building. "Premises" includes the Landlord's Fixtures and Fittings.

If a Deposit has been paid it shall be retained by the Landlord's Agent as stakeholder as security for performance of the Tenant's obligations and protected under the Tenancy Deposit Scheme. This deposit shall be repayable to the Tenant only after the end of the tenancy and within 14 days of the expiration, or, determination of the tenancy and then without interest and after deduction from it any agreed (between tenant and Agent) sums required to compensate the Landlord, whether wholly or in part, for any breach of obligation on the Tenant's part.

Any dispute between the Agent and the tenant regarding any amount to be withheld from the deposit will result in the matter being referred to the Tenancy Deposit Scheme for arbitration

If two or more persons are together the Tenant their obligations to the Landlord shall be joint and several meaning that if either one should breach any obligation under the Agreement either or both can be pursued.

Reference to the masculine gender include the feminine; to the singular include the plural; and to 'month' mean calendar month.

SPECIAL TENANCY CONDITIONS

There shall be incorporated into this Agreement all of the provisions set out below.

17. No illegal drugs to be used or kept on the Premises at any time.

18. The Tenant is to keep all electric lights in good working order and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary.

19. The Tenant is to keep all smoke alarms in good working order and in particular to replace all batteries as and when necessary.

20. The Tenant is to permit the Premises to be viewed during the last two months of the tenancy at all reasonable times upon previous appointment during normal working hours made by any person who is or is acting on behalf of a prospective purchaser or tenant of the Premises who is authorised by the Landlord or the Landlord's Agent to view the Premises and to erect for sale or to let boards at their discretion.

21. The Tenant must not do anything whereby the policy of insurance on the Premises or on the Fixtures and Fittings may become void or voidable or whereby the rate of premium on any such policy may be increased and to repay to the Landlord all sums from time to time paid by way of increased premium and all expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the premises are his and not covered by any insurance policy maintained by the Landlord.

22. In the event of loss or damage by fire, theft or impact or other causes the Tenant will immediately inform the Landlord or his Agent and then give the full written details thereof within 3 days in order to enable the Landlord to make a claim to the Landlord's insurance company.

23. The Tenant will not keep or use any paraffin heater liquefied petroleum gas heater or portable gas heater in the premises or store or bring upon the Premises any articles specially combustible inflammable or dangerous in nature.

24. **The Tenant shall not have a key meter installed at the Premises or any other meter which is operational by the insertion of coins or a pre-paid card or key, nor shall the Tenant change the supplier of the utilities to the Premises.** If in breach of this clause the Tenant changes the supplier of the utilities, then he must provide the name and address of the new supplier to the Landlord or his Agent immediately or at the termination of the tenancy and will be responsible and liable for all transfer and re-connection costs at the option of the Landlord on an indemnity basis.

25. The Tenant will not install or change any of the locks in the Premises without the Landlord's prior written consent or make any additional sets of keys to the Premises.

26. Before leaving the Premises vacant for any continuous period of two weeks or more during the Term to notify the Landlord in writing and drain down all water supplies in or serving the same and also to ensure that the stopcock is turned off.

27. Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without first obtaining the written consent of the Landlord, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter to make good any resultant damage as required by the Landlord.

28. Not to affix any items to the walls of the Premises either internally or externally using glue nails picture hooks or sticky tape without the Landlord's prior written consent, such consent not to be unreasonably withheld.

29. To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin.

30. Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises.

31. The Tenant shall pay the Council Tax in respect of the Premises provided always that in the event of the Landlord paying such tax whether under a legal obligation or otherwise the Tenant shall repay the same to the Landlord upon demand or such proportion thereof as may be determined by the Landlord as fair and reasonable.

32. The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is _____

33. The provisions as to the service of Notices in Section 196 of the Law of Property Act 1925 apply and any notices served on the Tenant(s) shall be sufficiently served if sent by ordinary first class post to the Tenant(s) at the tenanted property or the last known address of the Tenant(s) or left addressed to the Tenant(s) at the tenanted property. This clause shall apply to any Notices authorised or required to be served under this Agreement or under any Act or Parliament relating to the tenancy.

34. To notify the Landlord or the Landlords agent within 7 days of any change to contact details held by the landlord.

35. No act or thing shall or may be or become a nuisance damage annoyance or inconvenience to the Landlords or the neighbourhood shall be done or suffered to be done in the Property or any part thereof nor shall the Property be used for any unlawful or immoral purpose nor shall there be brought or suffered to be brought into the Property any dangerous or offensive goods.

36. No music or singing whether by instrument, voices, stereo, television or other means nor any dancing shall be allowed in the Property so as to be audible outside the Property between 11pm and 8am.

37. No items are to be left on the premises on vacation of the property other than listed in the inventory, if any items are left they will be disposed of or sold.

NOTICE OF VACATION

The Tenant agrees with the Landlord as follows:-

38. **Where the Tenant wishes to terminate this Agreement the Tenant shall give to the Landlord or his Agent a minimum of one month's Notice, in writing, of the intention to vacate the Premises, such notice to expire either at the end of the Term of this Agreement (but not before) or thereafter on the day before any day upon which the rent is due pursuant to this Agreement.**

39. Should the need arise to vacate the Premises early, the Tenant shall be liable to pay the monies for the rent and utilities up to the end of the Tenancy unless another tenant can be found, or indeed, the Landlord agrees to release the Tenant from the tenancy without payment for the remaining months. To break the Tenancy Agreement the following clauses apply:

I. The Tenant will remain responsible for the rental and for performing the covenants of this agreement, whether or not the Tenant resides at the Premises, until such time as a new tenant, acceptable to our client, enters into a new Tenancy Agreement with our client, or until the termination date of your tenancy, whichever occurs sooner.

II. That on the date when the new tenant takes over, the Tenant will forthwith surrender this tenancy with vacant possession and subject to paragraph III below, will have no further liability in respect of the Premises.

III. Following the surrender of this tenancy, the Tenant will be responsible for the dilapidation costs or any other losses sustained by the Landlord and his letting or Managing Agent as a result of any breach by the Tenant of the terms of this Tenancy Agreement or as recorded in the outgoing inventory check.

IV. To accept responsibility for the costs of the Letting/Management Agent incurred in re-letting the property which will be calculated at the rate of one month's rent plus VAT.

Dewhurst Homes

8 Towneley Parade, Longridge, Preston, Lancashire, PR3 3HU.
01772 783993 Fax 01772 786982 email: mail@dewhursthomes.co.uk

Mr [redacted] RVLH Ltd
C/o Easthams Farmhouse
Great Mitton
Clitheroe
Lancashire
BB7 9PH

Landlord: [redacted]
Statement No: 17
Ref/Chq No: 1951
Date: 21/04/2010

STATEMENT OF ACCOUNT AND PAYMENT ADVICE AS AT 21/04/2010

	Net £	VAT £	Gross £

Re: 38 Greenbank Park

[redacted]

Please find cheque enclosed.

Dewhurst Homes. Registered in England No: 05415814
Director : Chris Dewhurst, Secretary : Mark Dewhurst
VAT registration No 981044130

Our Invoice

Date	Invoice No.	VAT No:	Fees	VAT @ 17.5%	Total
21/04/2010	[redacted]				

POST BOX KEY GIVEN 02/07/12

[redacted]

MOVE IN SHEET

Property Number	38 GBP
Rent/Month	£600-00
Name of Tenants	[redacted]
Contact Numbers	
E-mail Address	
Date moved In	28 JUNE 2012
Gas Reading:	1404/938
Electric Reading 1 (Night):	8928
Electric Reading 2 (Day):	—
Electric Reading Total:	—
Date of Readings:	28/06/12
Council Informed:	—
Deposit Received:	N/A
Deposit Registered:	N/A
Database Updated:	YES
Spreadsheet Updated:	YES
Entered in Sage:	YES.

- ☐ Tenancy Agreement
- ☐ Deposit/rent Receipt
- ☐ Deposit registration form
- ☐ Notice to tenant
- ☐ Standing Order

N/A

GAS 17.79
ELEC .303.67

38 Greenbank Park [redacted]

Move out date: 19 March 2014

Forwarding Address:	
Contact Number:	
Gas Reading:	1864
Electric Meter Number:	E13Z045475
Electric Reading 1 (Night):	3246
Electric Reading 2 (Day):	—
Electric Reading Total:	—
Date of Readings:	21.03.2014
Deposit Unprotected:	N/A
Deposit Returned:	N/A
Tenant Confirmation E-mail Sent:	YES 19.02.2014
Database Updated:	YES
Spreadsheet Updated:	YES
Entered in Sage:	YES.
Agents Informed to re-let:	YES 19.02.2014
Entered in Calendar	YES

KITCHEN - WINDOW HANDLE WILL NOT SHUT.

BULB GONE ON EXTRACTOR FAN.

DISHWASHER NEEDS ADJUSTING.

PAINT WORK NEEDS TOUCHING UP.

BEDROOM WALLS MARKED - MAIN.

DATED 4th April 2014

BETWEEN

Ribble Valley Luxury Homes Ltd

and

[redacted]

38 Greenbank Park, Longridge, Preston, PR3 2XY

AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY
Under the provisions of The Housing Act 1988

LANDLORD: Ribble Valley Luxury Homes Ltd, c/o Eastham House Farm, Great Mitton, Clitheroe, BB7 9PH

TENANTS: [redacted]

TERM: 3 Months

COMMENCEMENT
DATE: 4th April 2014
END DATE: 3rd July 2014

RENT: £[redacted]

RENTAL PAYMENT PERIOD: Monthly by standing order, this must be set up by you to:
Natwest Bank: Ribble Valley Homes:
Account: [redacted]
Sort:

DEPOSIT: [redacted]

TERMS:

1. This Agreement is intended to create an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988.
2. The Landlord lets and the Tenant takes the Premises for the Terms and at the Rent specified above.
3. This tenancy is subject to and the Tenant agrees to be bound by the General Tenancy Conditions set out overleaf with the amendments and additions to them (if any) set out under the heading "Special Tenancy Conditions" also overleaf.
4. The Tenant shall pay to the Landlord upon the signing of this Agreement the amount of the Deposit (if any specified) and the first payment of Rent.
5. This tenancy includes the use of the Landlord's Fixtures and Fittings ("the Fixtures and Fittings") in the Premises including amongst other things all matters specified in the attached Inventory and Schedule of Condition ("the Check-in Inventory and Schedule of Condition").
6. In the instance of any correspondence being sent to the tenant regarding rent arrears, an administration fee of £25.00 will be incurred for each correspondence.

DATE: 02/04/14

SIGNED [redacted]
(by or on behalf of the Landlord)

PRINTED.. [redacted]
(by or on behalf of the Landlord)

SIGNED [redacted] **(Tenant)**

PRINTED [redacted] **(Tenant)**

SIGNED.. [redacted] **....(Tenant)**

PRINTED. [redacted] **(Tenant)**

Dewhurst Homes

8 Towneley Parade, Longridge, Preston, Lancashire, PR3 3HU.
01772 783993 Fax 01772 786982 email: mail@dewhursthomes.co.uk

Mr [redacted]RVLH Ltd
C/o Eastham House Farm
Great Mitton
Clitheroe
Lancashire
BB7 9PH

Landlord: [redacted]
Statement No: 142
Ref/Chq No: Internet
Date: 10/04/2014

STATEMENT OF ACCOUNT AND PAYMENT ADVICE AS AT 10/04/2014

	Net	VAT	Gross
	£	£	£

Re: 38 Greenbank Park

[redacted]

Our Invoice

Date	Invoice No.	VAT No:	Fees	VAT @ 20%	Total
10/04/2014	[redacted]				

NET AMOUNT DUE

[redacted]

The money has been sent to your bank.

Dewhurst Homes. Registered in England No: 05415814
Director : Chris Dewhurst, Director and Secretary : Mark Dewhurst
VAT registration No 981044130

DATED: 9th July 2014

BETWEEN

Ribble Valley Luxury Homes Ltd

and

[redacted]

---

38 Greenbank Park, Longridge, Preston, PR3 2XY

AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY
Under the provisions of The Housing Act 1988

LANDLORD: Ribble Valley Luxury Homes Ltd, c/o Eastham House Farm, Great Mitton, Clitheroe, BB7 9PH

TENANTS: [redacted]

TERM: 3 Months

COMMENCEMENT DATE: 9th July 2014

END DATE: 8th October 2014

RENT: £[redacted]

RENTAL PAYMENT PERIOD: Monthly by standing order, this must be set up by you to:
Natwest Bank: Ribble Valley Homes:
Account: [redacted]
Sort:

DEPOSIT: [redacted]

TERMS:

1. This Agreement is intended to create an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988.
2. The Landlord lets and the Tenant takes the Premises for the Terms and at the Rent specified above.
3. This tenancy is subject to and the Tenant agrees to be bound by the General Tenancy Conditions set out overleaf with the amendments and additions to them (if any) set out under the heading "Special Tenancy Conditions" also overleaf.
4. The Tenant shall pay to the Landlord upon the signing of this Agreement the amount of the Deposit (if any specified) and the first payment of Rent.
5. This tenancy includes the use of the Landlord's Fixtures and Fittings ("the Fixtures and Fittings") in the Premises including amongst other things all matters specified in the attached Inventory and Schedule of Condition ("the Check-in Inventory and Schedule of Condition").
6. In the instance of any correspondence being sent to the tenant regarding rent arrears, an administration fee of £25.00 will be incurred for each correspondence.

DATE: 27.6.14

SIGNED [redacted] **(Tenant)**

SIGNED [redacted]
(by or on behalf of the Landlord)

PRINTED [redacted] **(Tenant)**

PRINTED [redacted]
(by or on behalf of the Landlord)

SIGNED [redacted] **(Tenant)**

PRINTED [redacted] **(Tenant)**

Dewhurst Homes

8 Towneley Parade, Longridge, Preston, Lancashire, PR3 3HU.
01772 783993 Fax 01772 786982 email: mail@dewhursthomes.co.uk

Mr [redacted] RVLH Ltd
C/o Eastham House Farm
Great Mitton
Clitheroe
Lancashire
BB7 9PH

Landlord: [redacted]
Statement No: 149
Ref/Chq No: Internet
Date: 10/07/2014

STATEMENT OF ACCOUNT AND PAYMENT ADVICE AS AT 10/07/2014

	[redacted] Net £	VAT £	Gross £
Re: 38 Greenbank Park			
[redacted]			

The money has been sent to your bank.

Dewhurst Homes. Registered in England No: 05415814
Director : Chris Dewhurst, Director and Secretary : Mark Dewhurst
VAT registration No 981044130

Our Invoice

Date	Invoice No.	VAT No:	Fees	VAT @ 20%	Total
10/07/2014	[redacted]				