



WARFIELD
P A R K

ASSURED PERIODIC TENANCY AGREEMENT

Initials:

DATED: Click or tap to enter a date.

ASSURED PERIODIC TENANCY AGREEMENT

BETWEEN

(1) WARFIELD HOMES LIMITED

and

(2) *NAME OF TENANTS*

Relating to

INSERT ADDRESS

IMPORTANT NOTICE

This document contains the terms of the Tenancy.

It sets out the promises made by the Tenant to the Landlord and vice versa.

You should read this document carefully and thoroughly. Once signed and dated this Agreement will be legally binding and may be enforced by the courts. Make sure that it does not contain terms that you do not agree with and that it does contain everything you want to form part of the Agreement.

You are being provided with the following documents with this Agreement. By signing this Agreement, you are acknowledging receipt of these documents:

Document name	Tick if included	Date of document
Gas Safety Certificate	☐	Click or tap to enter a date.
Electrical Safety Certificate	☐	Click or tap to enter a date.
Inventory and Schedule of Condition	☐	Click or tap to enter a date.
Tenancy Deposit Certificate and Prescribed Information	☐	Click or tap to enter a date.
Park Rules	☐	Click or tap to enter a date.

Please note that, as this tenancy is for a mobile home, no Energy Performance Certificate is required.

Definitions

The following definitions and the rules of interpretation apply in this Agreement.

The Landlord	Warfield Homes Limited (company number 04690088) of Maclaren House, Warfield Park, Bracknell, Berkshire RG42 3RG
The Tenant	STATE THE FULL NAME OF ANY TENANT of GIVE TENANT'S ADDRESS AND, EMAIL ADDRESS
Permitted Occupiers	The Tenant and LIST ANYONE WHO IS OVER 18 WHO MAY BE LIVING IN THE PROPERTY BUT WHO WILL NOT BE LEGALLY NAMED AS THE TENANT
The Property	GIVE THE FULL ADDRESS
The Site	GIVE THE ADDRESS OF THE WIDER SITE ON WHICH THE PROPERTY IS SITUATED
The Rent	The sum of £XXX per month, or such other sum the Landlord may notify the Tenant to pay following an annual rent review
The First Rent Payment Date	[DATE]
The Rent Payment Date	The XX day of each month
Deposit	£XXX
Fixtures & Fittings	Any of the Landlord's furniture, furnishings, sanitary ware, decorative features, other equipment or any floor, ceiling or wall coverings
Insured Risks	Means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure from time to time and Insured Risk means any one of the Insured Risks.
Interested Persons	Means process servers, enforcement officers, bailiffs, local authorities, utility providers, debt collectors and judgment creditors and their legal advisers and agents.
Joint & Several liability	If the Tenant comprises of more than one person, each Tenant is liable for the payment of all rents and all liabilities under this agreement
The Tenancy	The tenancy created by this Agreement
HA 1988	Housing Act 1988
HA 2004	Housing Act 2004
LTA 1985	Landlord and Tenant Act 1985
TDS	Tenancy Deposit Scheme as defined in section 212(2) of the HA 2004.
The Term	A periodic tenancy from and including [DATE] and continuing from month to month until terminated in accordance with this agreement.

Consent of the Landlord	The written consent of the Landlord. Unless otherwise stated, the consent of the Landlord will not be unreasonably withheld.
Utilities	The charges, rates or costs relating to telephone, broadband, gas, electricity, water (including sewerage) and oil.
Month / Monthly	Means a calendar month.
Working Day	Any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
Inventory and Schedule of Condition	The list of the Fixtures and Fittings, Contents, decor and description of the condition of the Property attached to this agreement and signed by the parties.

Clause headings shall not affect the interpretation of this agreement.

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

A reference to "the Agreement" is a reference to this agreement.

References to Clauses are to clauses of this agreement.

A reference to "writing" or "written" includes email.

Any reference to Tenancy refers to the tenancy created under this agreement.

Any reference to the giving of consent by the Landlord requires the consent to be given in writing.

Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

A reference to "the Landlord" includes a reference to the person entitled to the immediate reversion to this "Tenancy". A reference to "the Tenant" includes a reference to its successors in title and assigns.

Unless otherwise expressly provided, the obligations and liabilities of the parties under this agreement are joint and several. This means that where, for example, the Tenant is more than one person, they shall be liable for all sums due under the agreement, not just liable for a proportionate part.

The obligations of the Tenant arising by virtue of this agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.

WHEREBY IT IS AGREED as follows:-

The Landlord agrees to let and the Tenant agrees to take the Property, together with the furniture and household effects now in the Property and as described in the Inventory and Schedule of Condition, for the Term-until ended by either party in accordance with the termination provisions below.

The Tenant is first entitled to take possession of the Property on [DATE]

This Agreement creates an assured periodic tenancy within the meaning of the Housing Act 1988.

Immediately before entering into this Agreement the Tenant was not himself or jointly with any other person a protected or statutory tenant of the Property.

Part 1 – Tenants Obligations

This section sets out the duties of The Tenant. If the Tenant breaks, or does not comply with any of these obligations, the Landlord may be entitled to claim damages or compensation from the Tenant, or to seek other legal remedies against the Tenant, including the possibility of eviction.

The TENANT agrees to the following:

Rent & Other Charges

1. To pay the first instalment of the Rent on or before the First Rent Payment Date.
2. To pay the Rent, whether formally demanded or not, monthly in advance on or before the Rent Payment Date. Payments by other persons on behalf of the Tenant will be considered as if payments from the Tenants.
3. To pay interest at the rate of 3% per annum above the Bank of England's base rate on any rent lawfully due that is paid more than 14 days after the date on which it became due. The interest shall be payable from the date the rent should have been paid until the date the rent is actually paid.
4. To pay any reasonable charges or other costs incurred by the Landlord if any cheque provided by the Tenant is dishonoured or if any direct debit or standing order is withdrawn. The Landlord's administration charge is £25.00.
5. To pay, by way of damages, a contractor's cancellation fee, should the contractor be refused entry after a convenient appointment has been made between the Landlord and Tenant.
6. To reimburse the Landlord any sums which the Landlord is required to repay to the local authority in respect of Housing Benefit which has been paid direct to the Landlord on behalf of the Tenant, and accepted in good faith, but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the Tenant.
7. Not to offset the rent against the Deposit.
8. If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Property is fit for occupation and use.
9. When the Tenancy ends, the Tenant shall be entitled to be repaid any part of the Rent that relates to days falling after the end of the Tenancy.

Utilities and Other Liabilities

10. On the signing of this agreement to have transferred to the Tenant's name and to pay directly to the supplier all payments due for the Utilities due during the Term.
11. To comply with all the laws and recommendations of the relevant suppliers relating to the use of those services and utilities.
12. To pay the Council Tax (or any such replacement tax or any other charge) levied on the Property and to indemnify the Landlord from and against all liability including any liability which may be incurred by the Landlord as a result of the Tenant ceasing to occupy the Property as their only or principal home.
13. If any Utilities are cut-off due to payment default by the Tenant or by specific instruction, either during, or at the end of the Tenancy, the Tenant will be liable to pay the costs associated with reconnecting or resuming those services.
14. To inform the Landlord of any change of telephone number within 7 days of the Tenant being given the new number.

15. To pay the appropriate terrestrial television licence fee, cable television or satellite television charges (if any) for the use of any television, or associated broadcast receiving equipment (if any) on the Property.
16. The Tenant consents to the Landlord advising the local authority and providers of the Utilities of the Tenant's responsibilities and for the local authority and providers of the Utilities to advise the Landlord of any details relating to the accounts at the termination of the Tenancy.

Use of the Property and Behaviour

17. To occupy the Property as the Tenant's only or principal home.
18. To only use the Property as a private dwelling house for the use of the Lawful Occupiers.
19. The Tenant may keep a pet at the Property if the Tenant obtains the prior written consent of the Landlord. The Tenant's request for consent under this Clause 19 must be made in writing and include a description of the pet or animal. The Landlord shall respond in writing within 28 days of receiving such request with consideration to any relevant policies or site rules that may apply.
20. The Tenant shall not keep any pet or animal at the Property other than a pet for which consent has been obtained in accordance with Clause 19.
21. Not to run a business from the Property other than a home business that falls within the definition of the Landlord and Tenant Act 1954.
22. Not to use the Property or any part of the Site for illegal or immoral purposes, including the use or supply of any illegal drugs which are or become prohibited or restricted by statute.
23. Not to do anything at the Property or on any part of the Site which causes a nuisance, annoyance or may reasonably be considered anti-social behaviour, including making any unreasonable noise.
24. Not to be verbally abusive, threatening or obstructive to any of the Landlord's staff or contractors. Where appropriate, abuse will be reported to the police and legal action may be taken.

Repairs and Alterations

25. To keep the Property, Fixtures and Fittings and Contents as listed in the Inventory and Schedule of Condition in the same state of repair, order, preservation, condition and cleanliness as evidenced by the Inventory and Schedule of Condition (fair wear and tear and damage by accidental fire and the Insured Risks excepted).
26. To take reasonable and proper care in the use of the Property and its Fixtures and Fittings.
27. Not to deliberately damage or make any alteration, addition or redecorate the Property, its décor, Contents or any Fixtures and Fittings either internally or externally without the prior Consent of the Landlord.
28. To promptly replace all broken glass at the Property where the Tenant, or the Tenant's family or visitors cause the breakage.
29. To notify the Landlord as soon as possible of any defect, damage or disrepair which develops or occurs at the Property which may present a hazard or danger to people or to the fabric of the Property itself. The Tenant must not carry out or authorise repairs except to take reasonable steps in an emergency to restrict or diminish such immediate dangers or damage.
30. To ensure working batteries are always installed in battery operated detectors and to test, at regular intervals, any battery-operated smoke alarms or carbon monoxide detectors fitted in the Property and to replace any battery in an alarm which is found not to be working. If the alarm is not working after the fitting of a new battery, to promptly inform the Landlord.
31. To replace any light bulbs, fluorescent tubes, fuses, etc. when necessary during the Term and to ensure that all light bulbs are in place and in working order at the end of the Tenancy Term.

32. To ensure any gas or electrical appliances brought into the Property by the Tenant are safe to use. Any gas or electrical appliance which is, or becomes, unsafe or dangerous to either the occupants or the Property, must not be used and must be removed from the Property immediately, using a suitably qualified professional as necessary.
33. Not to remove from the Property any of the Landlord's Fixtures and Fittings or Contents listed in the Inventory and Schedule of Condition or to store them in the loft, garage or outbuildings (if any) without obtaining the Consent of the Landlord. Where such consent is granted, to ensure that any such items are stored safely without damage or deterioration and at the end of the Term to return them to the same places from which they were removed. Should any part of the Landlord's Fixtures and Fittings or Contents be lost, destroyed or so damaged as to be incapable of being restored to its former condition (except such items as may be destroyed or damaged by accidental fire unless the insurance maintained by the Landlord has been wholly or partly invalidated by any act or default by the Tenant) to compensate the Landlord in damages for replacing the item(s) or replace them with similar articles of at least equal value.
34. Not to fix or hang any posters, pictures, photographs or ornaments to the walls, ceilings or woodwork with nails, glue, sticky tape, blu-tac or similar adhesive fixings. Pictures may only be hung using a commercially made picture hook appropriate for the purpose and any holes have to be made good at the end of the Term.
35. Not to damage the pipes, wires, conduits, fittings and apparatus within or exclusively serving the Property.
36. Not to put any damaging oil, grease, cooking oil, sanitary towels, nappies, baby wipes, etc. or other harmful or corrosive substances into the washing or sanitary appliances or drains serving the Property and to be responsible for unblocking or clearing stoppages in any sink, basin, toilet, or waste pipe within the Property if they become blocked with the Tenant's waste, or as a result of the actions or inactions of the Tenant (or any invited visitors or guests).
- 37.
38. To take reasonable steps to adequately heat and ventilate the Property in order to help prevent condensation. Where such condensation may occur, to take care to promptly wipe down and clean surfaces as required from time to time to stop the build-up of mould growth or damage to the Property or any Fixtures and Fittings or Contents.
39. To take reasonable precautions as may be required from time to time, but particularly between and including the months of November to February, to prevent damage by frost or freezing occurring to the Property.
40. To permit the Landlord's employees or its authorised workmen, upon a minimum of 48 hours prior written notification (except in the case of an emergency and meter reading), to enter the Property at any reasonable time (including at weekends), to inspect the Property or any Fixtures and Fittings or Contents, and to carry out work which might be required from time to time in order to fulfil the Landlord's obligations under either this Agreement or relevant legislation.
41. To be held liable for the fair net costs involved in carrying out repair and maintenance to the Property or its Fixtures or Fittings or other Landlord belongings where such action is required as a result of negligence, breach of this agreement or misuse by the Tenant or their invited guests or visitors.
42. Where the Tenant's action or inaction causes damage to the Property, Fixtures and Fittings or Contents, the Tenant agrees to carry out (at their own cost) any reasonable and necessary corrective measures or action as requested by the Landlord and within the timescale prescribed by the Landlord. After that time, the Landlord may notify the Tenant that the Landlord is arranging for the work to be done and in such circumstances the Tenant agrees to be responsible and liable in damages for the fair costs involved in those arrangements and for the carrying out of such works.
43. To take reasonable precautions to keep the Property free of infestation by insects, vermin, rodents or animal fleas.

44. Not to change, alter, add to or otherwise damage any locks or bolts on the Property (except in the case of an emergency) without the Consent of the Landlord. Where any new or additional locks or bolts are fitted to the Property, to promptly provide the Landlord, at the Tenant's expense, with two sets of keys.
45. If the Property has a garden, to keep the garden in a neat and tidy condition.
46. Not to store any items underneath the Property.
47. Not to place or fix any aerial, satellite dish, notice, advertisement or board onto the Property (either externally or internally) without first obtaining the Consent of the Landlord. If Consent is granted, the Tenant will meet all costs of installation and subsequent removal and the reasonable costs of making good any resultant damage or redecoration if required by the Landlord. The Landlord reserves the right to withdraw, on reasonable grounds and upon reasonable notice, any such consent previously given.
48. Not to keep on, or bring into the Property, any inflammable or other material (apart from properly stored fuel or similar material in quantities appropriate for normal domestic use) which might reasonably be considered to be a fire hazard, or otherwise dangerous to the Property or to the health and safety of its occupants or of the neighbours.
49. To permit the owner of a neighbouring premises or their authorised workmen or their professional advisors to access to the Property in order to exercise any statutory rights of access that neighbouring premises may benefit from.
50. If section 190 of the Equality Act 2010 (improvements to let dwelling houses) applies, it has the effect that the Landlord may not unreasonably withhold consent to an application by the Tenant to make an improvement (as defined in section 190(9) of the Equality Act 2010) to the Property where:
 - a. a disabled person (as defined in section 6 of the Equality Act 2010) occupies or intends to occupy the premises as their only or main home; and
 - b. the improvement is likely to facilitate the disabled person's enjoyment of the premises, having regard to their disability.
51. The rights and obligations conferred by section 190 of the Equality Act 2010 do not apply in so far as provision of a like nature is made by the Tenancy.

Legal notices etc re the Property

52. To send to the Landlord any legal notice, orders, correspondence or other document delivered to the Property which relate to or affect the Property, its boundaries or adjacent premises within seven days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord.

Vehicles

53. Not to park any of the following either at the Property or on the Site unless prior written consent is provided by the Landlord:
 - a. Motor homes / camper vans of any size or description
 - b. Touring caravans of any size or description
 - c. Trailer tents of any size or description
 - d. Trailers / box trailers of any size or description
 - e. Boats / marine craft of any size or description
54. Not to park any disused or un-roadworthy vehicles on or at the Property or the Site.
55. Not to park any commercial vehicles at the Property or on the Site without the prior Consent of the Landlord. The Tenant should note that the Landlord reserves the right to refuse consent and/or to withdraw, on reasonable grounds and upon reasonable notice, any consent previously given.

56. Where permission is granted, the Landlord reserves the right to place conditions on the permission (to include the maximum dimensions of any vehicles and to direct where any commercial vehicle can be parked)
57. Commercial vehicles includes;
- a. any vehicle with artwork advertising or drawing attention to a business;
 - b. a pickup, or vehicle using the chassis of a pickup as a basis such as for a “cherry picker”; and
 - c. a van, or any a vehicle without rear passenger windows.

Lodgers, Subletting and Assignment

58. Not to permit anyone other than the Permitted Occupiers to occupy the Property without the Consent of the Landlord. The Landlord reserves the right to withdraw, on reasonable grounds and upon reasonable notice, any such consent previously given.
59. Not to assign the Tenancy or any part of it without the Consent of the Landlord. The Tenant will be liable for the reasonable fees and expenses incurred by the Landlord in arranging any assignment granted.

Insurance and Security

60. Not to deliberately do anything and to take reasonable steps not to allow anything to be done by invited guests or visitors, which leads to harm being caused to the Property, the Fixtures and Fittings and any other item listed in the Inventory and not to do anything which may cause the Landlord’s insurance to be void or voidable.
61. To reimburse the Landlord for any excess sum payable under the Landlord’s insurance policy for each and any claim on the Landlord’s policy resulting from any action or inaction on the part of the Tenant, their invited visitors or guests, in breach of this Agreement.
62. In the event of loss or damage by fire, theft, attempted theft, impact or other causes to the Property or any Fixtures and Fittings, to promptly inform the authorities as appropriate and the Landlord as soon as is practicable. Subsequently to provide, as soon as is practicable, full written details of the incident in order for the Landlord to assess whether to make a claim on any relevant insurance policy.
63. Before leaving the Property empty or unoccupied for any continuous period in excess of 21 days, to notify the Landlord in advance and to fully co-operate and comply (and bear the fair cost of such compliance) with any reasonable requirements or conditions relating to the security or safety of the Property and its Contents whilst being left empty or unoccupied.
64. To be responsible for insuring the Tenant’s own belongings which are placed in the Property or on the Site during the Tenancy.

End of Tenancy

65. During the last month of the tenancy, upon a minimum of 48 hours prior notification, to permit the Property to be viewed between 9am - 5pm Monday to Friday by prospective tenants or purchasers who are authorised to do so by the Landlord. Except where mutually agreed otherwise with the Tenant, the Landlord will accompany these viewing appointments.
66. To clean the Property to a professional standard, including the cleaning of carpets, curtains, oven etc, which have become soiled, stained or marked during the Term.
67. To remove all the Tenant’s refuse and rubbish from within the Property and to ensure that it is stored outside in proper receptacles and, where appropriate, make arrangements with the local authority or others for its prompt removal at the expense of the Tenant.

68. To attend the check-out appointment with the Landlord when the state and condition of the Property will be assessed as against the Inventory and Schedule of Condition. If the Tenant fails to attend the Property at the time of the check-out appointment, any assessment made by the Landlord of the fair and reasonable compensation or other sums payable by the Tenant shall be final and binding on the Tenant.
69. To removal all personal possession and any foodstuffs from the Property on or before the last day of the Term. If any of the Tenant's personal possessions are left at the Property after the Tenancy has ended, the Landlord shall remove and store the possessions for a maximum period of one month. The Landlord shall take reasonable steps to notify the Tenant at the last known address. If the items are not collected within one month, the Landlord may dispose of the items.
70. At the end of the Tenancy, the Tenant must give vacant possession and return all the keys to the Property as listed on the Inventory and any new, additional or duplicate keys cut during the Term and any other security devices to the Landlord. The Tenant shall pay the reasonable costs of replacing any lock where such keys are missing.
71. In the last two months of the Tenancy, the Landlord shall be permitted to display a "for sale" sign or a "to let" sign at the Property.
72. The Tenant shall provide the Landlord (or its legal advisers or agents) with a forwarding address once the Tenancy has come to an end which the Landlord or its legal advisers or agents can provide to the Interested Persons PROVIDED ALWAYS THAT the Landlord (and its legal advisers and agents) agree not to provide details of the Tenant's forward address unless they are satisfied, acting reasonably and properly, that the person requiring the address is a duly authorised official or employee of the organisation in question and has supplied written evidence of their authority.

Part 2 LANDLORD'S OBLIGATIONS

1. THE LANDLORD AGREES with the Tenant as follows:-
 - a. To allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord.
 - b. The Landlord shall insure the Property to its full value against loss or damage by the Insured Risks and shall provide a copy of the insurance cover to the Tenant if requested. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure the Tenant's own possessions with a reputable insurer.
 - c. The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant
2. If the Landlord proposes an increase in the Rent, the Landlord must serve a notice in accordance with section 13 of the HA 1988.
3. To the extent required by section 9A of the LTA 1985, the Landlord shall ensure that the Property is fit for human habitation.
4. To the extent required by section 11 of the LTA 1985, the Landlord shall:
 - a. keep in repair the structure and exterior of the Property (including the drains, gutters, external pipes and external windows):
 - b. keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
 - c. keep in repair and proper working order the installations in the Property for space heating and heating water.
5. In accordance with regulation 3 of the Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020 (SI 2020/312), the Landlord shall:
 - a. ensure that the relevant electrical safety standards are met during any period when the Property is occupied under the Tenancy;
 - b. ensure that relevant electrical installations in the Property are inspected and tested by a qualified person at least every five years or, if required by the most recent report, earlier; and
 - c. obtain a report from the person conducting the inspection and test and supply a copy of the report to the Tenant. The report must give the results of the inspection and test and state the date by which the next inspection and test is required.
6. In accordance with regulation 36 of the Gas Safety (Installation and Use) Regulations 1998 (SI 1998/2451), the Landlord shall:
7. 10.8.1 ensure that any relevant gas fitting and any flue that serves a relevant gas fitting is maintained in a safe condition;
 - a. ensure that each appliance and flue is checked for safety at the intervals required by the Gas Safety (Installation and Use) Regulations 1998 (SI 1998/2451) by a person approved by the Health and Safety Executive (or an employee of such a person); and
 - b. ensure that a record is made of any checks carried out and, subject to exceptions, provide a copy of the record to the Tenant.
8. The Landlord shall not be required to:
 - a. Carry out any works or repairs for which the Tenant is liable by virtue of this agreement; or
 - b. Keep in repair or maintain anything which the Tenant is entitled to remove from the Property.
9. The Landlord will keep in repair and working order any hob, cooker or any other integrated appliances that are installed at the Property and which belong to the Landlord.

Deposit

10. The Landlord acknowledges receipt of the Deposit from the Tenant.
11. At the end of the Tenancy, the Landlord shall be entitled to withhold from the Deposit such proportion of the Deposit may be reasonably necessary to:

- a. Make good any damage or lack of cleanliness to the Property, Fixtures and Fittings and other items detailed in the Inventory (except for fair wear and tear) caused by the Tenant's breach of its obligations as detailed within the Repairs subsection of the agreement.
- b. Pay any Rent which remains unpaid.

Protection of Deposit

12. The deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

My Deposits
3rd Floor
Kingmaker House
Station Road
New Barnet
Hertfordshire
EN5 1NZ

13. The Landlord shall provide within 30 days of the Deposit being received the information required under section 213(5) of the HA 2004.
14. The Landlord agrees that the Deposit shall be held in accordance with the rules of the TDS.
15. The Landlord shall inform the Tenant within ten Working Days of the Tenancy ending if the Landlord intends to withhold all or part of the Deposit as detailed in Clause 11.
16. The Landlord shall inform the administrator of the TDS within ten Working Days of the Tenancy ending that the Deposit is to be repaid in the sums agreed between the Landlord and Tenant.
17. The Landlord and Tenant consent to the use of the Inventory and Schedule of Condition as evidence in any dispute arising in connection with the Deposit if the dispute is referred to an adjudicator under the TDS.

Part 3 TERMINATION OF AGREEMENT

Termination by the Landlord

1. The Landlord reserves the right to re-enter the Property if:
 - a. the Rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
 - b. the Tenant is declared bankrupt under the Insolvency Act 1986;
 - c. the Tenant has breached the agreement; or
 - d. any of the Grounds set out in Schedule 2 of the HA 1988 apply.

This Clause 1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession.

2. In accordance with the HA 1988, in most circumstances the Landlord can only end the Tenancy by obtaining a court order for possession of the Property by execution of the order (by the enforcement of a warrant or writ of possession by a County Court Bailiff or High Court Enforcement Officer). If the Landlord seeks an order for possession, the Landlord must usually serve on the Tenant a notice of proceedings for possession in the prescribed form and specifying the ground or grounds of possession. The ground or grounds of possession will determine the notice period that must be given before proceedings are begun.
3. If the Landlord re-enters the Property pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy for the Landlord in respect of any breach of the terms of this agreement by the Tenant shall remain in force.
4. If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall pay any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

Termination by the Tenant

5. The Tenant shall give not less than two months' notice in writing to end the Tenancy. The notice must expire at the end of the rental period.

Notices

4. For the purposes of Section 48 of the Landlord and Tenant Act 1987 the address of the Landlord at which notices (including notices in proceeding) may be served upon him by the Tenant is:

**WARFIELD HOMES LIMITED
MACLAREN HOUSE,
WARFIELD PARK,
BRACKNELL,
BERKSHIRE,
RG42 3RG.**

5. Any notice to the Landlord sent under or in connection with this agreement shall be deemed to have been properly served if:
 - a) sent by first class post to the Landlord's address given in Clause 4; or
 - b) left at the Landlord's address given in Clause 4; or
 - c) sent to the Landlord's email address (if such an address is stated in the Definitions section of the agreement)
6. Any notice sent to the Tenant under or in connection with this agreement shall be deemed to have been properly served if:
 - a. sent by first class post to the Property; or
 - b. left at the Property; or

- c. sent to the Tenant's email address (if such an address is stated in the Definitions section of the agreement)
- 7. If a notice is given in accordance with Clause 5 and 6, it shall be deemed to have been received:
 - a. if delivered by hand, at the time the notice is left at the proper address;
 - b. if sent by first-class post, on the second Working Day after posting;
 - c. if sent by email, at 9.00am on the next Working Day after sending.

Governing Law

- 8. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This agreement has been entered into on the date stated at the beginning of it.

Landlord

Signed as a deed by Jenny Holder an authorised person acting for and on behalf of Warfield Homes Limited	
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In the presence of:

SIGNATURE OF WITNESS	
NAME OF WITNESS	
ADDRESS OF WITNESS	
OCCUPATION OF WITNESS	

First Tenant

Signed as a deed by [NAME OF TENANT]	→	
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In the presence of:

SIGNATURE OF WITNESS	→	
NAME OF WITNESS	→	
ADDRESS OF WITNESS	→	
OCCUPATION OF WITNESS	→	

Second Tenant

Signed as a deed by [NAME OF TENANT]	→	
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in the presence of:

SIGNATURE OF WITNESS	→	
NAME OF WITNESS	→	
ADDRESS OF WITNESS	→	
OCCUPATION OF WITNESS	→	

Third Tenant

Signed as a deed by [NAME OF TENANT]	→	
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In the presence of:

SIGNATURE OF WITNESS	→	
NAME OF WITNESS	→	
ADDRESS OF WITNESS	→	
OCCUPATION OF WITNESS	→	

Forth Tenant

Signed as a deed by [NAME OF TENANT]	→	
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in the presence of:

SIGNATURE OF WITNESS	→	
NAME OF WITNESS	→	
ADDRESS OF WITNESS	→	
OCCUPATION OF WITNESS	→	

RIGHT TO RENT DOCUMENTS

Name	Date Of Birth	Documents Inspected	Immigration Status	Date Of Check
	Click or tap to enter a date.		Unlimited right to rent/ Time-limited right to rent, expiring on:	Click or tap to enter a date.
	Click or tap to enter a date.		Unlimited right to rent/ Time-limited right to rent, expiring on:	Click or tap to enter a date.
	Click or tap to enter a date.		Unlimited right to rent/ Time-limited right to rent, expiring on:	Click or tap to enter a date.
	Click or tap to enter a date.		Unlimited right to rent/ Time-limited right to rent, expiring on:	Click or tap to enter a date.

OPENING METER READINGS

	Water	Gas	Electric
Reading			
Date			