

2VIEW

PROPERTIES

ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a residential dwelling

NOTES FOR ALL PARTIES

Mr George Clooney, Miss Emma Watson, Ms Oprah Winfrey and Mr Mark Zuckerberg, this appendix to the tenancy agreement aims to provide some simple explanations to the more detailed parts of the tenancy agreement and answer some of the more frequently asked questions.

For more information on using this tenancy agreement please refer to the 'Letting Information Point' on The Letting Centre website. Website address: www.letlink.co.uk



Proud to be running the Leeds Half Marathon Team Relay on behalf of Martin House



2View Properties is the trade name of Castle Properties (Leeds) Ltd (Registered company number 8158920)
(Registered Office: 21 Hyde Park Road, LS6 1PY) (Trading Office: 39a Queens Road, LS6 1NY)

1. The tenancy agreement is an agreement between the landlord and the tenants. 2View Properties and its successors, contractors and staff are there to facilitate your tenancy, by bringing the tenants and the landlord together, drafting and executing the contract and collecting the rent. We will also administer inventory and maintenance matters because that is what we have been paid to do by the landlord. However, it is worth bearing in mind that ultimately the contract is between the tenant and the landlord.
- 2(i). The tenants are Joint tenants - that they share in the relationship between the landlord and the tenants. If one tenant does not pay their rent then they are all equally liable - careful who you share a tenancy with!
- 2(ii). The lead tenant (LT) is the "go-to guy" in the group - rather than emailing, writing or calling all tenants to inform them of something, 2View will only communicate with the LT (unless exceptional circumstances mean that it would be inappropriate to communicate with that person, in which case we will all move forward in the next most appropriate manner). The lead tenant cannot change (again, unless exceptional circumstances dictate otherwise), so choose wisely! The main job of the LT is to facilitate the distribution of the deposit when it is returned from the DPS.
3. The inventory will be drafted shortly after the tenancy agreement begins. Please ask for the inventory because a posted inventory without request is likely to end up under a pile of letters on the doorstep of your house during the summer.
4. Some people will be using our "bills included" service. Please bear in mind that the "bills included" service is a service for the payment of utility and media bills on your behalf and that we are not the company providing the service itself. Where a particular company has a fault in the provision of its service (including Wi-Fi provision), or delay in its installation, 2View Properties cannot be held liable.
5. The payment of the rent is to be made quarterly. Cheques are not an acceptable form of payment - they have an unfortunately high tendency to bounce.
6. The deposit will be transferred to the relevant authority's custody upon completion of payment of the whole deposit. It is better for the tenants that their deposit is paid for promptly and therefore their rights can be maximized. The deposit will be used for anything that is left unpaid by the end of the tenancy; this can include (but is not restricted to) rent, damages, admin costs, and the loss of keys. Please refer to the Unipol guide to deposit deductions which we use as a guide to the billing of tenants upon vacation of a property, regardless of payment of a deposit - **www.unipol.org.uk/Leeds/IFS/Deposits**
7. The administration fee is a non-refundable fee that loosely covers the cost to 2View of all the extra expenses we incur with viewings and contracts signings - extra staff shifts, vehicular costs, fuel, insurance. The administration fee cannot be used to offset any future costs incurred by the tenants.
8. Should any tenant need to drop out of the tenancy, whether due to illness, failure of exams, or change of work or university - the tenant's place will need to be assigned. This means the name on the contract will need to be changed, with the consent of the other parties, with another person's name. Tenants are not allowed to sublet the property, meaning you cannot create another contract between yourselves and a new tenant. The amendment of the contract will incur an administration fee for the new tenant and a contract amendment fee for the leaving tenant. Rent will be due on a pro-rata basis. The deposit may need to be released and re-protected under the new tenancy names.
9. The Party Wall Act is a piece of legislation that governs the maintenance, notices and behaviour around a wall that divides one property from another. It is of particular importance to terraced housing - which is a common housing type in LS6. Notices given under the Party Wall Act need to be replied to promptly otherwise the law deems there to be a dispute between the two owners of the property. If it is found that the tenants negligently did not inform the landlord or 2View Properties in a prompt manner then the tenants may become liable for the ensuing legal costs.
10. We shall endeavour to inform you of a viewing the previous day. Our current method is by text message the night before the viewing is to take place. Please turn your mobile phones on at least once a day during the busy periods so that you may receive this message. Please keep any change of mobile phone number updated with 2View Properties during your tenancy so that we can always contact you.
11. This may involve keeping the heating on over the festive season for half an hour each day. This should prevent the pipes from freezing in the cold weather, thawing when it warms up and leaking. Half an hour may not be necessary - please check the weather forecast before you leave the property empty for any significant period of time.

General Notes

- a. All prices are subject to VAT and any other applicable taxes where appropriate. The rate of VAT has changed twice since the beginning of the Credit Crunch and is under review at all times by the government. The rate of VAT determined will be the rate applicable at the time the invoice was created.
- b. We cannot stress enough the importance that all tenants understand the term "joint tenancy" and all that this implies. It is also important that you relay this matter to the guarantors of the tenants.

The Section 21 Notice

- i) The section 21 notice is a legal document to ensure that your tenancy ends on the prescribed date given on the tenancy agreement. This document can be thrown away if you extend or renew your current contract to give you peace of mind.
- ii) The section 21 notice can also be used to evict tenants for non-payment of rent, unsocial behaviour or because the landlord wants the property to move in himself.
- iii) The use of a section 21 notice is very, very rare. It is unlikely that after seeing this document the first time you will see it again.