ASSURED SHORTHOLD TENANCY AGREEMENT

This Agreement is intended to create an Assured Shorthold Tenancy as defined by section 19A of the Housing Act 1988 (as amended) and shall take effect subject to the provisions for the recovery of possession set out in section 21 of that Act.

Relating to: 3a Endless Street, Salisbury, Wiltshire SP1 1DL

Between

Philip and Joanna Connolly

and

Mr Maximilian Fenlon

Dated the 17th January 2025

Important Notice

- **This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.**
- **Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually. Where the tenancy is subject to deposit protection then joint tenants may have to nominate a lead tenant to act on their behalf with the Landlord or Tenancy Deposit Scheme provider or their alternative dispute resolution service provider.**
- **If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.**

General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 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 landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
3. 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.
4. Section 11, Landlord and Tenant Act 1985 - these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. This agreement has been drawn up after consideration of the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements.
7. If you accept a tenancy deposit under this tenancy, it must be dealt with in accordance with the statutory rules under sections 212-215 of the Housing Act 2004. Take advice if necessary.

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THIS AGREEMENT IS MADE on the 17th January 2025

THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Acts

The Particulars

THIS AGREEMENT IS MADE BETWEEN

A. Philip and Joanna Connolly

of Goldens Farm, Common Road, Whiteparish SP5 2RD

("the Landlord")

AND

B. Mr Maximilian Fenlon

of Lower Garden Cottage, Tollard Royal, Salisbury, Wiltshire SP5 5PW

("the Tenant")

Permitted Occupier(s):

AND IS MADE IN RELATION TO PROPERTY AT:

3a Endless Street, Salisbury, Wiltshire SP1 1DL

Service of Notice Address for the Landlord

The Landlord notifies the Tenant that according to sections 47 and 48 of the Landlord and Tenant Act 1987 the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord is: Goldens Farm, Common Road, Whiteparish SP5 2RD

The Main Terms of the Tenancy

Term of Tenancy

The Landlord lets to the Tenant/s the Property for a period of 6 Months. The Tenancy shall start on and include 17th January 2025 and shall end on and include 16th July 2025 but subject to any release clause stated in First Schedule.

The Rent

£ 895.00 (Eight Hundred and Ninety Five Pounds) per calendar month ("The Rent") payable in advance.

Payment Method

The Tenant/s shall pay to the Landlord the sum of £ 895.00 (Eight Hundred and Ninety Five Pounds) per calendar month in advance by standing order on the 23rd day of each month for every month of the tenancy, the first of such payments being due on 23rd January 2025

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1. The Landlord 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 Deposit as security for the performance of the Tenant's obligations and to pay and compensate the Landlord for the reasonable costs of any breach of those obligations. It is specifically agreed that this money is not to be used by the Tenant as payment for any rent due under this agreement. No interest shall be payable on this Deposit. The balance of the Deposit to be paid to the Tenant as soon as reasonably possible after the conclusion of the tenancy, less any reasonable costs incurred for the breach of any obligation as agreed.

The Tenant agrees with the Landlord:

3. Rent & charges

(3.1) To pay the Rent on the days and in the manner specified to the Landlord or Agent and that an administration fee of £25.00 +VAT will be charged for each time the rent is overdue

(3.2) To pay promptly to the authorities to whom they are due, council tax, water and sewerage charges, gas, electric and telephone (if any) relating to the Property, where they are incurred during the period of the agreement, including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected. The Tenant agrees to notify the Landlord prior to changing supplier for any of the utility services stated above

(3.3) That in the case of a breach of the terms of the tenancy by the Tenant, a reasonable administration charge may be made in addition to the costs of any remedial work, in order to compensate the Landlord or Agent his reasonable expenses

(3.4) That the Tenant will be liable for any reasonable charge or other cost incurred as a result of missed appointments where a prior arrangement has been made for tradesmen to visit, inspect or work at the Property.

(3.5) To pay any bank charges incurred by the Landlord resulting from dishonoured cheques or standing order mandates drawn by the Tenant for all Rent and other payments due to the Landlord.

4. Use of the Property

(4.1) Not to assign, or sublet, part with possession of the Property, or let any other person live at the Property except that during the fixed term of the tenancy the Tenant may assign or sublet with the Landlord's express consent which will not be unreasonably withheld. Such consent, as a variation of the tenancy agreement, to be agreed in writing

(4.2) To use the Property as a single private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so

(4.3) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property

(4.4) 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 annoyance to a person residing, visiting or otherwise engaged in lawful activity or the occupiers of the neighbouring premises

(4.5) Not to keep any cats or dogs at the property and not to keep any other animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbours) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord

(4.6) Not to use the Property for any illegal or immoral purposes

(4.7) Where the Landlord'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

(4.8) Not to smoke or permit any smoking at the Property whatsoever without the express written consent of the Landlord.

5. Repairs

(5.1) Not to damage the Property and Contents or make any alteration or addition to the property without the written permission of the Landlord not to be unreasonably refused

(5.2) To keep the interior of the Property and the Contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted, and to keep the Property reasonably aired and warmed

(5.3) To pay the reasonable costs reasonably incurred by the Landlord or his Agent in replacing or repairing any furniture or other contents, lost, damaged or destroyed by the Tenant or, at the option of the Landlord, replace immediately any furniture or other contents, lost, damaged or destroyed by the Tenant, and not to remove or permit to be removed any furniture or other contents from the Property

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