

8 Allerton Road Allerton Liverpool L18 1LN

# ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a residential dwelling

at

17 Sapphire Street, Liverpool, Merseyside, L13 1DJ

**TENANTS** 

Sandra Nwogu and Victor Izuchukwu

Dated: Wednesday 21st May 2025

# ASSURED SHORTHOLD TENANCY AGREEMENT

# **Important Notes for Tenants**

- This tenancy agreement ('the 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 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 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.

This Agreement is made on the date specified below by and 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 Act 1988 as amended by Part III of the Housing Act 1996 ('the Housing Acts').

Date Wednesday 21st May 2025

Landlord(s) JJ Lombard
Landlord's Agent TVG Lettings

Venmores, 8-10 Allerton Road, Liverpool, L18 1LN

phoebe@tvglettings.co.uk/enquiries@tvglettings.co.uk

Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address and email address

Tenant(s) Sandra Nwogu and Victor Izuchukwu

Guarantor (s) Uzochukwu Nkwocha

Property The dwelling known as 17 Sapphire Street, Liverpool, Merseyside, L13 1DJ

**Contents** The fixtures and fittings at the Property together with any furniture, carpets, curtains and

other effects listed in the Inventory

Term For the term of 6 months commencing on Wednesday 21st May 2025 [and monthly thereafter]

Rent £875.00 Monthly

Payment in advance by equal payments on the 21st of each month

**Deposit** A deposit of £875.00 is payable on signing this Agreement. It is protected by the following scheme

#### **DPS** (Deposit protection scheme)

- 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 accrue or be payable to the Tenant in relation to the 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 by the appropriate deposit scheme, details of which are contained in the scheme's deposit information leaflet and website.

## The Tenant and Guarantor agrees with the Landlord:

#### 3. Rent & charges

- (3.1) To pay the Rent on the days specified to the Landlord's Agent by standing order. Should the Tenant fail to pay the Rent the Guarantor will become liable and responsible for making payment.
- (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 reconnection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected. Should the Tenant fail to pay the Rent the Guarantor will become liable and responsible for making payment

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.

#### 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 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 Head Lease") then it is agreed that the Tenant will observe the restrictions in the Head Lease applicable to the Property. A copy of the Head lease, if applicable, is attached.
- (4.8) Not to use, possess, cultivate or consume or allow to be used, possessed, cultivated or consumed on or about the Property any of the drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances the use of which may at any time be prohibited or restricted by statute.
- (4.9) Not to do or allow to be done on or in connection with the Property anything which shall be or tend to be a nuisance or annoyance to any person residing or otherwise engaging in lawful activity in the locality.
- (4.10) Not to make or allow any unreasonable noise and in particular:
- (4.10.1) Not to hold or allow to be held any social gathering;
- (4.10.2) Not to sing or allow singing;
- (4.10.3) Not to use or allow to be used any vacuum cleaner or other mechanical appliance;
- (4.10.4) Not to play or allow to be played any musical instrument or sound reproduction equipment such as a television, radio or stereo system;

in the Property in such a manner as to cause or be likely to cause any nuisance or inconvenience to the occupiers of any neighbouring, adjoining or adjacent properties or so as to be audible outside the Property between the hours of 23.00 and 07.00 on any day.

#### 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 withheld.
- (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.
- (5.4) That the Landlord or any person authorised by the Landlord or his Agent may at reasonable times of the day on giving 24 hours' written notice, (unless in the case of an emergency) enter the Property for the purpose of inspecting its condition and state of repair. The Tenant shall permit the Property to be viewed on reasonable notice (of at least 24 hours) at all reasonable times during the final weeks of the tenancy.
- (5.5) To keep the gardens (if any) driveways, pathways, lawns, hedges, small / young trees and rockeries as neat, tidy and properly tended as they were at the start of the tenancy and not to remove any trees or plants.
- (5.6) To replace all broken glass in doors and windows damaged during the tenancy where the damage has been caused by the Tenant, a member of the Tenant's family or their guests.
- (5.7) Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord, such consent not to be unreasonably withheld, and the cost of providing a set of keys for the Landlord or his agent to be met by the Tenant.
- (5.8) To notify the Landlord promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property.
- (5.9) Not to affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause damage to the Property or otherwise.
- (5.10) To take all reasonable precautions to prevent damage by frost.
- (5.11) In order to comply with the Gas Safety Regulations, it is necessary:
  - (a) that the ventilators provided for this purpose in the Property should not be blocked; and
  - (b) that brown or sooty build-up on any gas appliance should be reported immediately to the Landlord or Agent.
- (5.12) Not to cause any blockage to the drains, pipes, sinks or baths.
- (5.13) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent.
- (5.14) That the Tenant shall be responsible for testing all smoke detectors (if any) fitted in the Property on a regular basis and replace the batteries as necessary.
- (5.15) To keep all electric lights in good working order and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary.

- (5.16) To carry out repairs or other works for which the Tenant is responsible under this Agreement within 30 (thirty) days, or sooner if appropriate, of receiving written notice to do so from the Landlord or the Landlord's Agent. If the Tenant fails to comply with this notice then the Landlord or the Landlord's Agent may notify the Tenant that the Landlord is arranging for the work to be done in such circumstances the Tenant agrees to be responsible and liable for the fair costs invoiced in those arrangements and for the carrying out such works.
- (5.17) To inform the Landlord or Landlord's Agent of any repairs required in or to the Property for which the Landlord is responsible in writing. Not to carry out or instruct others to carry out any such repairs in or to the Property without the prior written authorisation of the Landlord or the Landlord's Agent, except in an emergency. If the Tenant does carry out or has carried out repairs in or to the Property in breach of this clause then the Tenant will be liable for all reasonable expenses and cost incurred by the Landlord in rectifying and damage caused by the repairs.
- (5.18) The Landlord is responsible for maintaining and replacing any appliances they provide in the rental property when let, unless gifted to the tenants with written confirmation. This includes ensuring that the appliances are in good working condition and promptly addressing any issues that may arise during the tenancy. Tenants are responsible for the upkeep and replacement of any appliances they bring with them upon moving into the property.

#### 6. Other Tenant and Guarantor responsibilities

- (6.1) Within seven days of receipt thereof, to send to the Landlord all correspondence addressed to the Landlord or the owner of the Property and any notice, order or proposal relating to the Property (or any building of which the Property forms part) given, made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority.
- (6.2) To pay the Landlord fully for any reasonable costs or damage suffered by the Landlord as a consequence of any breach of the agreements on the part of the Tenant in this Agreement.
- (6.3) Within the last two months of the tenancy to permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at reasonable hours in daytime to enter and view the Property with prospective tenants or purchasers, having first given the Tenant a reasonable period of notice.
- (6.4) That where the Property is left unoccupied, without prior notice in writing to the Landlord or Agent, for a prolonged period, the Tenant has failed to pay rent for that period, and has shown no intention to return, the Landlord may treat these actions as a surrender of the tenancy. This means that the Landlord may take over the Property and re-let it.
- (6.5) To properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended and where the Property is left vacant for more than 28 consecutive days and the rent is paid, to notify the Landlord or his agent, and to allow him access to the property in order to secure it where necessary.
- (6.6) To have all working chimneys and flues (if any), made use of by the Tenant, thoroughly swept and cleaned as often as necessary and retain a suitable record, receipt or invoice to demonstrate compliance with this clause
- (6.7) Not to tamper or interfere with or alter or add to the Utility installations or meters in or serving the Property.
- (6.8) The Tenant shall not have a key meter installed at the Property or any other meter, which is operated by inserting coins or a pre-paid card or key, nor shall the Tenant re-site or change any meters without the prior consent of the Landlord, such consent not to be reasonable withheld.
- (6.9) If such consent is given, to pay for any such installation, re-sitting or charge, to make good any damage caused to the Property and to pay the reasonable costs and expenses incurred by the Landlord in removing, changing or resitting the meter to its original position.
- (6.10) Not to decorate or to make any alterations in or additions to the Property and not to cut, maim, puncture or injure any walls, portions or timbers of the Property without the prior written consent of the Landlord or the Landlord's Agent, such consent not to be reasonable withheld.

- (6.11) Not to permit any waste, spoil or destruction to the Property
- (6.12) Not to do, or allow to be done anything upon the Property which shall cause damage to, or deterioration of the internal or external surfaces or the coverings or decoration of, or to, the surfaces.
- (6.13) Not to alter or extend the electrical installations or wiring or the telephone installation or wiring at the Property.
- (6.14) To take care not to cause an overload of the electrical circuits by inappropriate use of multi socket electrical adaptors or extension cables when connecting appliances to the mains electrical system.
- (6.15) During the tenancy, to take such reasonable precautions expected of a householder to keep the Property free of infestation by vermin, rodents, fleas or ants. Where such infestation occurs as the result of action or inaction on behalf of the Tenants, to be responsible for appropriate costs in fumigating and cleaning any affected parts as appropriate and or removing the causes of such infestation.
- (6.16) Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior or interior of the Property and not to install cable telephone and/or cable television without first obtaining the written consent of Landlord or the Landlord's Agent, such consent not to be unreasonably withheld. Where such consent is granted, to meet all costs of installation and removal, and thereafter make good any resultant damage as required by the Landlord or Landlord's Agent.
- (6.17) Not to affix any items to the doors, walls, windows or any of the fixtures and fittings on the Property either internally or externally using glue, nails, sticky tape, blue-tac or similar adhesive fixings.
- (6.18) Not to overload, block up or damage any drains, pipes, wires, cables or any apparatus or installation relating to the services and Utilities provided to the Property. In the event of a breach of this clause the Tenant will be liable to pay for the costs of any necessary remedial work.
- (6.19) To keep clean and in good working order and free from obstruction all sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts exclusively served to or forming part of the Property. In particular the Tenant must ensure that during the winter Months adequate precautions are taken to avoid damage by frost and freezing.
- (6.20) Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Property.
- (6.21) To remove all rubbish from the Property and to place it in the dustbin and receptacles provided.
- (6.22) Every week to ensure that the refuse bags or, if applicable, the dustbin or other receptacles provided are left at designated refuse collection points on the designated refuse collection day
- (6.23) Not to smoke or permit any guest or visitor to smoke tobacco in the Property unless specifically permitted by the Landlord.
- (6.24) Should the Landlord permit the Tenant to smoke and allow guests or visitors to smoke in the Property, the Tenant will be liable to pay the costs of any additional professional cleaning or redecoration required to rid the Property of the odour and/or staining of nicotine, including the washing of walls, woodwork and ceilings.
- (6.25) If in breach of this Agreement the Tenant vacates the Property before the end of the Term ('Expiry Date'), the Tenant will be liable to pay:
  - (6.25.1) The Rent up to the date that the Property are re-let or the Expiry Date, whichever is sooner; AND (6.25.2) the standard rate of council tax, or any other replacement property tax, at the rate applicable to the Property up until the date that the Property are re-let or the Expiry Date whichever is sooner: AND

- (6.25.3) any standing and/or consumption charges for utilities up until the date that the Property are re-let or the Expiry Date whichever is the sooner; AND
- (6.25.4) the Landlord costs of re-letting the Property should the Property be re-let before the Expiry Date.
- (6.26) Should the Tenant fail to pay any costs incurred in clause 6, the Guarantor will become liable for costs
- (6.27) Pay for repairs or replacements to windows, doors, locks or any other fixtures or fittings needed as a result of forcible entry or by a third party known or unknown to the occupant.
- (6.28) Not to cause or allow household members or visitors to engage in anti-social behaviour, which means any conduct causing or capable of causing a nuisance or annoyance to the Landlord, other occupiers, neighbours or people engaging in lawful activity within the locality. (Examples of anti-social behaviour include failure to control dogs or children, leaving gardens untidy, not properly disposing of rubbish, inconsiderate use of the property as well as more serious problems such as noise, violent and criminal behaviour, domestic abuse, the supply and use of controlled drugs and intimidation, harassment or victimisation on the grounds of a person's race, sex (gender), sexual orientation, disability, age, religion or belief, pregnancy or maternity status, socio-economic status.

#### 7. One Utility Bill (OUB)

- (7.1) The Tenant agrees to the Disclosure of Tenant's personal details to One Utility Bill Limited ("One Utility Bill or OUB"), TVG Lettings ("TVG Lettings"), and the incumbent Energy Supplier for the purposes of Utility Registration.
- (7.2) At the start of the Tenancy, gas and electricity will be provided, or will be in the process of being provided by the incumbent Energy Supplier, the details of this supplier information will be communicated to the tenants by One Utility Bills customer service team via phone call and/or email. The tenants are not in a contract with their incumbent Energy Supplier and are free to choose any Energy Supplier option available to them.
- (7.3) The Tenant agrees that TVG Lettings may pass the Tenant's name, phone number, email address, to One Utility Bill, for the purposes of;
  - a. registering the gas and electricity meters at the property in the Tenant's name with the incumbent Energy Supplier providing gas and electricity to the Tenant and administering the Tenant's account with the incumbent Energy Supplier if applicable;
  - b. registering the Tenant with the incumbent water supplier to the property.
  - c. informing the relevant district Council, for your property, of the new tenancy commencing, if required.

The incumbent water supplier may contact the Tenant in order to provide further information about its services and products and conclude an agreement with the Tenant for those services and products.

The relevant district Council may contact the Tenant in order to provide further information about its services and products and conclude an agreement with the Tenant for those services and products.

- (7.4) TVG Lettings will only process data on behalf of One Utility Bill. One Utility Bill will use the Tenant's details only for the purposes set out above and not in any other way. One Utility Bill and TVG Lettings will comply with their obligations as a data controller and/or data processor (as applicable) under the General Data Protection Regulation effective, as of the 25th May 2018.
- (7.5) One Utility Bill will handle Tenant's data in the manner set out in One Utility Bill's standard Terms and Conditions and/or <u>Privacy Notice</u>. One Utility Bill will not hold any personal details longer than is necessary and will only use it for the purposes as set out above in a lawful manner. Our <u>Data Retention Policy</u> is available on the One Utility Bill Website.

#### 8. End of tenancy

- (8.1) To return the Property and Contents at the end of the tenancy in the same clean state or condition as they were at the commencement of the tenancy.
- (8.2) To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy.
- (8.3) To return the keys of the Property to the Agent on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Agent in securing the Property against re-entry where keys are not returned.
- (8.4) Should the Tenant want to end this Agreement they may only do so by giving not less than one calendar months' notice which must be in writing and its receipt acknowledged by the Agent to expire no sooner than the last day of the Term.

#### 9. The Landlord agrees with the Tenant that:

- (9.1) The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord
- or his Agent, however this does not preclude the Landlord from taking action through the courts should the Tenant fail to pay the rent due or be in breach of the Tenancy Agreement.
- (9.2) The Landlord will return to the Tenant any rent payable for any period during which the Property may have been rendered uninhabitable by fire, flood or any other risk which the Landlord has insured, other than where the damage has been caused by the act or omission of the Tenant, his family or his visitors.

#### 10. Non-Payment of Rent

Subject to the condition that the Landlord must obtain a court order for possession of the Property before re-entering the premises; if the Tenant does not:

- (a) pay the rent (or any part of it) within 14 days of the date on which it is due; or
- (b) comply with the obligations set out in the Agreement, then the Landlord may re-enter the Property and end the tenancy.
- 11. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 (see note 4).
- 12. In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"The Landlord" includes the persons who during the period of the tenancy have a legal interest in the Property
"The Tenant" includes those who might inherit the tenancy. Whenever there is more than one Tenant all covenants and
obligations can be enforced against all of the Tenants jointly and against each individually. This means that any one of
the members of a joint tenancy can be held responsible for the full rent and other obligations under the Agreement if
the other members do not fulfil their obligations.

#### 13. The parties agree:

- (13.1) Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home; or intends to occupy the Property as his or her only or main home
- (13.2) The tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988

- (13.3) Before the Landlord can end this tenancy, he shall serve any notice(s) on the Tenant in accordance with the provisions of the Housing Acts. Such notice(s) shall be sufficiently served if served at the last known address of the Tenant in accordance with section 196 of the Law of Property Act 1925 (see note 5)
- 14. The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto
- 15. The tenant accepts service by email and further agrees to update the agents with any changes to email addresses and contact information. Any such notices and documents sent be email will be deemed served

THE FIRST SCHEDULE (attach a separate sheet if necessary)

### **Special conditions:**

White goods (Fridge freezer, tumble dryer) are gifted, meaning the tenant is responsible for the upkeep and repair of these appliances.

SIGNED by the LANDLORD(S):-

(or the Landlord's Agent)

Phoebe Oliver
Phoebe Oliver (May 21, 2025 13:14 GMT+1)

SIGNED by the TENANT(S):-

Sandra Nwogu
Sandra Nwogu (May 20, 2025 17:19 GMT+1)

IZUCHUKWU VICTOY
Imuchulumi Victor (May 20, 2025 17:20 GMT+1)

If applicable, SIGNED by the GUARANTOR(S):-

