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Assured shorthold tenancy agreement

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[insert name of tenant(s) here]

[insert address here]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**This is an agreement for letting a property on a fixed-term assured shorthold tenancy under Part 1 of the Housing Act 1988 (as amended).**

This document is important. It sets out your and our rights and responsibilities under the agreement.

**You are strongly advised to read it carefully before agreeing to it.**

You should keep this agreement for the lifetime of the tenancy as you may need to refer to it in the future.

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1. Section A: Definitions and interpretation

# 1.1 The definitions and rules of interpretation in this clause apply in this agreement:

### **Shared parts** mean any part of a building containing the property and any land or premises which you are entitled to use under the terms of this tenancy along with the tenants of other properties (see section 2.2.2).

### **We, us** means Jewish Care, your landlord.

### **Property** is the property (or any part of the property) described in clause 2.2.

### **Tenancy:** A reference in this agreement to the tenancy is to the tenancy created by this agreement.

### **You, your** means our tenant.

### When we refer to an Act of Parliament such as the Landlord and Tenant Act 1985, or a section from an act, this also includes any future changes to that act or section.

### References to clauses are to clauses of this agreement only.

# Section B: Main terms of the agreement

# The people in this agreement

This is an agreement for a fixed-term assured shorthold tenancy between:

**Jewish Care** (we, us)

and

[Insert full name of tenant(s) here] (you)

Each tenant is jointly and individually responsible for meeting the entirety of the obligations under this agreement.

## Other occupiers

We agree that the following people may also live in the property.

1. The following adults (if any):

Adult 1: [Insert name of household member here]

We refer to these people as members of your household.

### 2.1.1 You must not allow any other adults to live at the property without our written permission, which we will not withhold or delay unreasonably.

### You must make sure that not more than [Insert number here] person lives at the property.

### Any obligation you have under this agreement to do or not to do anything, will also apply to members of your household and your visitors.

### You must not allow anyone under the age of 18 to live at the property under any circumstances.

## The property and shared areas

## Address and description (for example, one-bedroom ground-floor flat) of the property:

[Insert description of property and full address here]

### The property is: (place a cross [x] in the boxes which apply)

fully furnished [ ]

partly furnished [ ]

unfurnished [ x ]

The property includes: (place a cross [x] in the boxes which apply)

a private garden: [ ]

[insert description if necessary]

a garage: [ ]

[insert details if necessary]

Other: [ ]

[insert details if these apply]

### As well as the property, you can also use the following shared areas (place a cross [x] in the boxes which apply).

Shared access to the property e.g. corridors and entrance halls [ x ]

Corridors and entrance halls adjacent to the property & through-out the building

Shared garden which is shared with [ ]

Other tenants

Other shared facilities e.g. Lounges, dining rooms or activity rooms:

Lounge / Dining Room, Activity Room & Laundry Room

### We must give you any information about the property, the property’s installations and any services provided to the property you reasonably need so you can keep to your obligations in section 2.6 (paying council tax, utilities and other charges) and section 3.4 (care and maintenance of the property) of this agreement.

## THE TERM AND EXPIRY OF THE FIXED TERM

The tenancy created by this agreement:

begins on: [Insert date here]

and

ends on: [Insert date here]

### Unless we agree otherwise with you, you will move into the property within twenty-eight days of signing the tenancy agreement.

### The tenancy will last for this period unless:

### we end it early in line with the clauses in section E (our grounds (reasons) for possession during the fixed term);

### you end it under section F (break clauses for tenancies of two years or longer); or

### we agree to you ending the tenancy early.

### If you continue to live in the property after the expiry of the fixed term and you do not enter into a new tenancy with us, from the end of the fixed term, you will live in the property under a statutory periodic tenancy in line with section 5(2) of the Housing Act 1988.

## TERMINATION BY THE LANDLORD AT THE END OF THE FIXED TERM

### If we want you to leave the property at the end of the tenancy, we must:

1. give you at least two months’ notice in writing before the end of the fixed term in line with section 21 of the Housing Act 1988 (this is known as a ‘section 21 notice’); or
2. take possession under one or more of the grounds in schedule 2 to the Housing Act 1988 (if any of those grounds apply).

### If ground 1 of schedule 2 to the Housing Act 1988 applies to the property, we should give you notice before you sign this agreement.

## THE RENT

The rent is [£ Insert amount here] every week/month [insert per week or per month here]

### As long as we keep to the requirements shown in section 2.5.2, we may increase the rent every year on the review date in line with RPI (for social housing tenants the increase will keep to the Regulator of Social Housing rent increase rules).

### We must serve a rent review notice on you at least 28 days (but no more than 90 days) before the relevant review date. This will give:

1. the percentage by which the rent will increase on the relevant review date; and
2. the new rent due from the relevant review date.

### If we fail to keep to the requirements shown in clause 2.5.2, the rent will not change until the next review date.

### In clause 2.5.2, ‘review date’ means [Insert review date here] every year.

### If we fail to keep to the requirements shown in clause 2.5.2, you will continue to pay the same rent from the relevant review date until the next review date at the same rate.

## COUNCIL TAX, UTILITIES AND OTHER CHARGES FOR SERVICES INCLUDED IN THE RENT

The following charges are included in the rent.

(Place a cross [x] in the boxes which apply.)

Council tax [ ]

Water and sewerage charges [ ]

Gas [ ]

Electricity [ ]

Television licence fee [ ]

Telephone line rental [ ]

Broadband [ ]

Other charges:

[Give details of any other charges here.]

## PAYING YOUR RENT

### Rent payment dates

You must make the first payment on [Insert date here] . You will then pay your rent on [insert agreed rent payment day here] for example, the first day of each month.

### Interest on overdue rent

You will pay interest of 3% above the Bank of England’s base rate on any rent which is more than 14 days overdue. You will have to pay the interest from the date on which the rent fell due until the date you pay it.

### Method of payment

The rent must be paid by Direct Debit.

## THE INVENTORY AND REPORT OF CONDITION

### If we, or someone acting on our behalf, have prepared an inventory or report of condition, it must be attached to this agreement (see Annex 1).

### Unless we receive written comments on, or amendments to, the inventory or report of condition within 14 days of the start of the tenancy, we will assume you have accepted them as a full and accurate record of the condition of the property and its contents.

### We will attach any comments or amendments we receive from you under clause 2.8.2 to the inventory or report of condition attached to this agreement.

## THE DEPOSIT

### You have paid a deposit of [Insert amount here] which we will protect in the following Government-approved tenancy deposit protection scheme Deposit Protection Scheme (DPS)

### You agree that we may make reasonable deductions from the deposit at the end of the tenancy for the following purposes.

1. To repair any damage to the property, the shared areas or any of the items listed in the inventory caused by your failure to keep to your obligations under this agreement.
2. To replace any items listed in the inventory which are missing from the property at the end of the tenancy.
3. To pay any rent which is still unpaid at the end of the tenancy.
4. If you have failed to keep to clause 3.8.4 of this agreement, to cover the reasonable removal, storage and disposal costs we have to pay.
5. If you have failed to keep to clause 3.8.1 of this agreement, to pay the reasonable cleaning costs we have to pay to sort out that failure.
6. If you have failed to keep to your obligation in clause 3.2.4, to recover any reconnection charge we have had to pay.
7. If you have made any addition or alteration to the property or have redecorated the property without our written permission (see clause 3.4.2), to cover the reasonable costs we have to pay in removing or reversing the addition or alteration or redecorating.

# Section C: Your obligations

## Paying rent

### You must pay the rent in advance on or before the dates agreed.

## Paying council tax, utilities and other charges

### Unless it is included in the rent (see section 2.6), you must pay the relevant local authority all council tax due for the property during the tenancy.

### Unless they are included in the rent (see section 2.6), you must pay the relevant suppliers all charges for any electricity, gas or water (including sewerage) services used at or supplied to the property during the tenancy. You must also pay all charges for any telephone, satellite, cable or broadband services at the property during the tenancy.

### Unless it is included in the rent (see section 2.6), you must pay any television licence fee for the property during the tenancy.

### If any service mentioned in section 2.6 has been disconnected as a result of your failure to keep to your obligation to pay for the service, you will have to pay any reconnection charge.

## Using the property, pets and behaviour (see Annex 2)

### You must live in the property as your only or main home.

### You must not use the property for the purposes of a business, trade or profession unless you get our written permission beforehand, which we will not unreasonably withhold or delay. It will not be unreasonable for us to refuse permission if there is a reasonable likelihood that the proposed use would:

1. give rise to a tenancy to which Part II of the Landlord and Tenant Act 1954 (business tenancies) applies; or
2. cause a nuisance to the neighbouring properties or significantly increase wear and tear to the property.

### You must not use the property for any illegal, immoral, disorderly or antisocial purposes.

### You must not do anything to or on the property or any shared areas which may reasonably be considered a nuisance or annoyance to the people living in neighbouring properties.

### You must not keep any pets or other animals at the property without getting our written permission beforehand, which we will not unreasonably withhold or delay. If we do give permission, it may be on the condition that you pay an extra reasonable amount towards the deposit.

## CARE, MAINTENANCE AND REDECORATION OF THE PROPERTY (SEE ANNEX 2)

### You must take reasonable care of the property, any items listed in the inventory, and the shared areas (if any). This includes:

1. taking reasonable steps to keep the property adequately ventilated and heated to prevent damage from condensation;
2. taking reasonable steps to prevent frost damage to any pipes or other installations in the property, if the pipes and other installations were adequately insulated at the start of the tenancy; and
3. getting rid of all rubbish in an appropriate way and at the appropriate time.

### You must not make any addition or alteration to the property or redecorate it (or any part of it) without getting our written permission beforehand, which we will not unreasonably withhold or delay.

### You must not make any repairs or adaptations to electrical or mechanical systems, including heating, hot water, drainage, light fittings, electrical outlets, electrical switches or other systems, without getting our written permission beforehand, which we will not unreasonably withhold or delay. If we do give permission, we must approve any contractor you use.

### You must tell us as soon as reasonably possible about any repairs that are needed to the property or to any items listed on the inventory for which we are responsible (see Annex 1).

### You will have to pay the reasonable cost of repairs if they are needed as a result of your failure to keep to the obligations set out above in clauses 3.4.1, 3.4.2 and 3.4.4 or if they are due to your fault or negligence or that of any member of your household or any visitors.

### You must promptly replace and pay for any broken glass in windows at the property if you, any member of your household or any of your visitors cause the breakage. We must approve any contractor you use.

## Security of the property and being away for more than 28 days

### You must not leave the property unoccupied for more than 28 days in a row without giving us at least 30 days’ notice in writing.

### You must take reasonable steps to make sure that the property is secure whenever you leave it unoccupied.

## Access to the property by us or our agents

### Routine access

If we give you at least 24 hours’ notice in writing, you must give us (or any person acting on our behalf) access to the property at reasonable times of the day to:

1. inspect its condition and state of repair;
2. carry out our repair obligations and other obligations under this agreement; and
3. carry out any inspections needed by law, including gas-safety inspections, fire-safety inspections and inspections of any smoke or carbon-monoxide alarms installed in the property, and to carry out any work, repairs, maintenance or installations (including installing any smoke or carbon-monoxide alarm) needed by law.

**Access for the purposes of selling or reletting the property**

### If we give you at least 24 hours’ notice in writing, you must give us (or any person acting on our behalf) access to the property at reasonable times of the day in the following circumstances for the purposes given.

1. If you have given notice under clause 6.2.1 (rolling two-month break clause), so we can show new tenants or buyers, letting agents or estate agents around the property, but only during the last two months of the tenancy.
2. If we have served a notice on you under clause 6.5.1 stating that we plan to sell the property, so that we can show estate agents or new buyers around the property.
3. During the last month of the tenancy, for any of the purposes mentioned in paragraph (a) above.

**Access if you are away for more than 28 days**

### You agree that if the property is not going to be lived in for more than 28 days in a row, we can have access during that period for the purposes of keeping the property insured and taking any steps reasonably needed to reduce the risk of damage to the property during that period.

**Emergency access**

### You must give us (or people acting on our behalf) immediate access to the property if there is an emergency in the property.

## Assignment and subletting

### Assignment

You must not assign (transfer to another person) the tenancy, either all or part of it, without our permission in writing.

### Subletting the whole property

You must not sublet the whole property during the tenancy.

### Subletting part of the property

You must not sublet part of the property during the tenancy.

## Moving out at the end of the tenancy

### You must give us notice in writing if you wish to end your tenancy. During the 3-year fixed term period, you may end this tenancy before the tenancy end date shown in clause 2.3 by giving us at least two months’ notice in writing. You cannot give notice under clause 6.2.1 within the first three months of the tenancy.

### If you wish to end your tenancy following the expiry of the fixed term period, you must give 4 weeks’ notice in writing.

### Except for fair wear and tear, you must return the property, and any items listed on the inventory, to us in reasonable, undamaged condition. You must remove any alterations to the property, for example, fitted furniture, and repair any damaged caused by the removal, for example fixing holes in walls.

### You must take all your possessions (including any furniture) and all rubbish from the property at the end of the tenancy. If you leave anything at the property after the tenancy has ended, you will be responsible for paying all reasonable removal and storage charges. We will remove and store your possessions for one month (other than any items which will rot or decay, which we will get rid of immediately) and will take reasonable steps to tell you we have done this. If the items are not collected within one month, we may get rid of the items and you will have to pay the reasonable costs of us doing so. We may take the costs of removal, storage and disposal from any rent deposit we hold.

### You must give us vacant possession, this means that the property must be left empty and free of people and possessions and return all keys to us at the end of the tenancy. If you do not return all keys issued to you during the life of the tenancy, we will make an appropriate charge for changing locks and this will be deducted from any deposit we hold.

### You must give us a forwarding address at the end of the tenancy.

# Section D: Our obligations

## To give you possession at the start of the tenancy

### We will give you possession of the property at the start of the tenancy.

## To not interfere with your right to enjoy the property

### We will not interrupt or interfere with your right to quiet enjoyment of the property.

## Repairing and maintaining the property and items on the inventory (see Annex 2)

### In line with section 11 of the Landlord and Tenant Act 1985 (repairing obligations in short leases) we must:

1. keep the structure and outside of the property (including drains, outside pipes, gutters and windows) repaired;
2. keep repaired and in proper working order the installations in the property for supplying water, gas and electricity and for sanitation (including basins, sinks, baths and toilets, but not other fixtures, fittings and appliances for using the supply of water, gas or electricity); and
3. keep repaired and in proper working order the installations in the property for heating rooms and heating water.

### In line with section 11 of the Landlord and Tenant Act 1985, we do not have to:

1. repair anything which you are responsible for repairing (see section 3.4;
2. rebuild or reinstate the property in the case of destruction or damage by fire, storm or flood; or
3. keep in repair or maintain anything which you are entitled to remove from the property.

### We will keep in repair and proper working order any furniture, fixtures, fittings and appliances which are listed in the inventory, unless the damage or need for repair is a result of your failure to keep to the obligations in clause 3.4.5.

## Insurance and suspending the rent

### We will insure the property against fire, flooding and other risks usually covered by a comprehensive insurance policy and must use all reasonable efforts to arrange for any damage caused by an insured risk to be put right as soon as possible. You are responsible for arranging insurance for your own belongings.

### We must give you a copy of the insurance policy if you ask for one.

### If you cannot live in the property because of damage caused to the property by an insured risk, unless the damage was caused by your negligence or failure to keep to your obligations under this agreement, you will not have to pay rent until the property is fit to live in.

# Section E: Our grounds (reasons) for possession during the fixed term

## Legal reasons for possession during the fixed term

### If any of the reasons shown in clause 5.1.2 apply, we may take action to repossess the property (sometimes referred to as forfeiture and re-entry) during the fixed term by giving you notice under section 8 of the Housing Act 1988 that we plan to apply to court for a possession order.

### The reasons referred to in clause 5.1.1 are shown below and are in Schedule 2 to the Housing Act 1988.

Ground 2 The mortgagee (lender) is entitled to possession.

Ground 8 You owe at least eight weeks’ or two months’ rent.

Ground 10 Some rent is overdue.

Ground 11 You are persistently late in paying rent.

Ground 12 You have broken any terms of the tenancy agreement.

Ground 13 The condition of the property or shared areas has deteriorated due to your or your household’s acts.

Ground 14 You or another person living in or visiting the property is guilty of nuisance or annoyance in the area or convicted of a criminal offence in relation to the property or an offence committed in the local area.

Ground 15 The condition of the furniture provided under the tenancy agreement has deteriorated due to ill-treatment by you or someone else living in the property.

Ground 17 We granted the tenancy as a result of you (or someone on your behalf) deliberately making a false statement.

## Our reasons for possession if the tenancy stops being an assured (shorthold) tenancy

### If the tenancy stops being an assured (shorthold) tenancy, we can end the tenancy (usually referred to as forfeiture and re-entry) if:

1. the rent is unpaid 14 days after becoming due whether it has been formally demanded or not;
2. you are declared bankrupt; or
3. you break any term of this tenancy.

# Section F: Break clauses for tenancies over two years

## When clauses 6.2.1 to 6.5.1 apply

### The break clauses in clauses 6.2.1, 6.3.1, 6.4.1 and 6.5.1 will only apply if the fixed term which has been agreed between you and us (as shown in section 2.3) is for over two years. As a result, clauses 6.2.1, 6.3.1, 6.4.1 and 6.5.1 will have no effect if the term which has been agreed is for less than two years.

## Rolling two-month break clause

### You may end this tenancy before the tenancy end date shown in clause 2.3 by giving us at least two months’ notice in writing.

### You cannot give notice under clause 6.2.1 within the first three months of the tenancy.

## One-off break clause after the first six months of the tenancy

### We may end this tenancy six months after the start of it by giving you at least two months’ notice in writing.

## Break clause if we are in mortgage arrears and a receiver has been appointed

### We or you may end this tenancy before the end date shown in clause 2.3 in the circumstances shown in clauses 6.2 and 6.3. This applies as long as whoever ends the tenancy keeps to the requirements shown in clauses 6.4 and 6.5.

The circumstances are that:

1. the property has a mortgage on it under which we are the mortgagor (borrower);
2. the mortgagee (lender) under that mortgage has appointed a receiver for the property; and
3. the receiver has told you they have been appointed by giving you a copy of the letter of appointment.

The requirements are that:

1. whoever is ending the agreement must give notice in writing to the other giving the end date for the agreement (if this is you, you should give notice to both us and the receiver);
2. the notice must not be given within the first four months of the tenancy; and
3. the end date shown in the notice must be at least two months after the date the notice was served.

### In this clause ‘receiver’ means a person appointed by the mortgagee (lender) under the terms of the mortgage or under powers in the Law of Property Act 1925.

## LANDLORD’S BREAK CLAUSE FOR THE PURPOSE OF SELLING THE PROPERTY

### If we plan to sell the property, we may end this tenancy before the tenancy end date shown in clause 2.3 by following these steps.

Step 1: We give you written notice saying that we plan to market the property for sale. We cannot do this within the first two months of the tenancy.

Step 2: Not more than four months after serving the notice under step 1, we give a break notice to you which:

1. gives the date on which the tenancy will end, which must be at least two months from the date of serving the notice and at least four months after the date on which we gave written notice under step 1; and
2. is accompanied by evidence showing that the property is genuinely on the market for sale.

### If we follow the steps set out in clause 6.5.1, the tenancy will end on the date shown in the break notice.

## Terms which apply if the tenancy ends under clauses 6.2, 6.3, 6.4 or 6.5

### Ending the tenancy under clauses 6.2, 6.3, 6.4 or 6.5 does not release us or you from any outstanding obligations or claims.

### If the tenancy is brought to an end under clause 6.2, 6.3, 6.4 or 6.5, we must repay you any rent which you have paid for any period after the tenancy has ended, as long as you have left the property by the end of the tenancy, within 14 days of the date on which the tenancy ended.

# Section G: Extra terms between us and you

**7.1 What you can and cannot do**

### You must keep the inside of all windows of the property properly cleaned and have curtains or blinds up at all windows.

### You must not leave any furniture, bicycle, pram, mobility scooter or other item (including rubbish) in the entrance, landing, passageway, staircase or other shared areas of the building.

### You must not throw anything out of any window of the property.

### You must not allow any radio, television or musical instrument to be played so loudly that it causes a nuisance or annoyance to other people living in the building or, so it can be heard outside of the property.

### You must not place any bags of rubbish or other items in sinks, baths, lavatories, cisterns or any pipe in the property or cause any blockages in any other way.

### You must take action to protect all pipes against freezing.

### You must not place any clothes, flower boxes or pots, doormats or other items outside the property, except where the property has a balcony where suitable outdoor furniture and plants may be placed at the discretion of us as your landlord. You must ask permission from us as your landlord if you wish to place furniture or plants on your balcony.

### Where the property has a balcony, you must not put up a washing line or dry washing on the balcony

### Where the property has a balcony, you must not put up any additional screening such as a bamboo screen or decorate the balcony any items such as artificial plants or flags.

### You must not change, paint or replace the following items: Kitchen Units, kitchen wall tiles, worktops or splashbacks and kitchen floor coverings.

### You must not change or replace the following: Kitchen taps and sinks.

### You must not change, paint or replace the following: Bathroom tiles and flooring.

### You must keep all entrance doors to the property closed when not in use.

### You must not overload the electrical wiring and apparatus within the property.

### You must not change or interfere with any lock or fit any new or extra locks or locking devices.

### You must not smoke or allow smoking in any shared areas of the building.

### You agree to keep to all measures we introduce to improve fire safety within the property. This will include displaying fire notices and any other measures which we feel necessary to make sure staff and tenants are safe.

# Section H: Contact details and serving written notice

## Our or our agent’s contact details and how to serve notice on us

### You can serve written notices by post, email or deliver them by hand.

We agree that any notices given under or in connection with this agreement which must be in writing may be served on us either by being left by hand at the address given below, or by being sent to that address by recorded delivery post, or by email. You can assume we have received your notice the next day (if left by hand at the address below or sent by email) or once delivery has been confirmed (if sent by recorded delivery post).

Our address is: **Jewish Care, Amelie House, 221 Golders Green Road, London, NW11 9DQ**Our email address is: **Claire.White@jcare.org**

### Our contact details

Our phone number is 020 8922 2222 which is open during business hours

## Your contact details and serving notices on you

### Serving written notices by post or by hand

You agree that any notices given under or in connection with this agreement which must be in writing may be served on you during the tenancy either by being left at the property or by being sent to you at the property by recorded delivery post. We will assume that you have received the notice the day after we leave it at the property or once delivery has been confirmed (if sent by recorded delivery post).

### Serving written notices by email

You do / do not agree that any notices given under or in connection with this agreement which have to be given in writing may be sent by email (except as set out in clause 8.2.3 below). We will assume that you receive notices sent by email the day after they are sent. Your email address for these purposes is:

### Notice under section 8

Any notice given under section 8 (notice of proceedings for possession) or section 21 (recovery of possession on expiry or termination of assured shorthold tenancy) of the Housing Act 1988 must always be given to you in hard copy.

### Your emergency contact details

Your phone number to use in emergencies is:

# Section J: Signatures

|  |  |
| --- | --- |
| **Signed by the following people** | |
| Tenant 1  Signature: …………………………………….  Full name (block capitals):  Address:  Date: | Witness  Signature: …………………………………….  Full name (block capitals):  Address:  Date: |
| Tenant 2  Signature: …………………………………….  Full name (block capitals):  Address:  Date: | Witness  Signature: …………………………………….  Full name (block capitals):  Address:  Date: |
|  |  |
|  | |
| Landlord  Signature: …………………………………….  Full name (block capitals):  Address: 221 Golders Green  Road, London, NW11 9DQ  Date: | Witness  Signature: …………………………………….  Full name (block capitals):  Address: 221 Golders Green  Road, London, NW11 9DQ  Date: |
|  | |
| Landlord  Signature: …………………………………….  Full name (block capitals):  Address: 221 Golders Green  Road, London, NW11 9DQ  Date: | Witness  Signature: …………………………………….  Full name (block capitals):  Address: 221 Golders Green  Road, London, NW11 9DQ  Date: |

Annexes

**Annex 1: Inventory and report of condition (clause 2.8)**

[Attach inventory here]

[Attach photographic condition survey here]

**Annex 2: Our and your responsibilities for repairs and maintenance**

**Our responsibilities – damage, repairs and maintenance:**

**Repairs**

We are responsible for the items listed below, unless they have been damaged or misused by you, members of your household or visitors. This does not include responsibility for decoration or cleaning unless we or our agent cause damage during repairs. If repairs are needed because of your damage or misuse, we or our agent may need payment before doing the work.

We or our agent can carry out any remedial work that is necessary and charge you for the costs that we must pay if any repair is caused through your fault (including members of your household and visitors), including neglect or deliberate damage.

**Structure, outside and inside**

We will keep in repair the structure, outside and inside of the property, including:

1. drains, gutters and outside pipes (including clearing any blockages);
2. the roof;
3. outside walls, doors, door catches, glazing and ironmongery, window sills, window catches, sash cords, window frames;
4. inside walls and ceilings (but not wall coverings, for example, paint or wallpaper);
5. inside floors, including floor coverings, for example, carpet and hard flooring;
6. yearly cleaning of carpets we have provided;
7. kitchen units, kitchen worktops and wall tiles if they have been fitted by us or our agent;
8. chimneys, chimney stacks and flues (if they are a main source of heating,) but not including sweeping;
9. pathways, steps or other means of access;
10. plasterwork, but not cracking or minor repairs;
11. garages and stores;
12. boundary walls and fences that border a public highway or right of way; and
13. maintaining and repairing any other items shown on the inventory as our responsibility.

**Gas**

We will be responsible each year for inspecting all gas-related appliances we provide as required by

the Gas Safety (Installation and Use) Regulations 1998.

**Installations**

We will keep in repair and working order any installations we have provided for heating, water heating and sanitation and for the supply of water, gas and electricity, including:

1. basins, sinks, baths, toilets, flushing systems and waste pipes, but not clearing blockages;
2. electrical wiring (including sockets and switches), gas pipes and water pipes; and
3. water heaters, fireplaces, fitted fires (if they are a main source of heating), central-heating and air-conditioning systems.

**Shared areas**

We will keep the shared entrances, halls, stairways, lifts, passageways, rubbish chutes and other shared areas, including electric lighting, in reasonable repair and fit for use by you and other people living in or visiting the premises.

**Outside decoration**

We will keep the outside of the property and any shared areas in a reasonable state of decoration and decorate these areas on a regular basis.

**Pest control**

As far as possible, we will keep the shared areas free of vermin and other pests, including but not limited to, mice, rats, cockroaches, fleas, bed bugs and other such rodents and insects and deal appropriately with any infestation in a timely way.

**Giving you information**

We will give you information on our housing management policies if you ask.

**Your responsibilities – Damage, repairs and maintenance**

**Damage**

You must repair any damage caused deliberately or by neglect or carelessness on the part of you, a member of your household or visitors. This includes replacing any broken glass in windows or doors and repairing or replacing any damaged fittings and installations. If the repair is not carried out by us and charged back to you, we must approve any contractor you use.

If you fail to repair any damage for which you are responsible, we or our agent may enter the premises and carry out the work and charge you for the cost of the work. We or our agent may also take action to take possession of the property under Section 21 or Section 8 of the Housing Act 1988.

**Repairs**

You are responsible for the following.

1. All items you own, which we have not supplied, for example, light shades and fittings, curtain tracks and poles, blinds, shower rails and curtains and toilet-roll holders.
2. All domestic appliances not provided by us, for example, hoovers, dishwashers, small kitchen appliances and electrical goods.
3. Furniture we have not provided.
4. Mobility scooters and other disability aids.
5. Aids and adaptations not supplied by us.

**Decoration inside your property, and gardens and shared areas**

1. You must keep the inside of the property in good and clean condition and decorate all inside areas as often as is necessary to keep them in good order.
2. You must keep any garden forming part of the property in a tidy condition, including maintaining boundary walls and fences that do not border a public highway or right of way.
3. You must make sure that shared areas are kept clean, tidy and free from obstruction, and not use them for personal storage.

**Pest control**

As far as possible, you must keep the property free of vermin and other pests including but not limited to, mice, rats, cockroaches, fleas, bed bugs and other such rodents and insects and deal appropriately with any infestation in a timely way.

# Data Protection Notice

**Why we hold/process data**

This notice sets out how we hold and process data we hold about you. We process personal information about our tenants and prospective tenants to enable us to provide residential accommodation which includes lettings; dealing with applications for tenancies; checking suitability for tenancies (including credit immigration and similar checks); property management; rent collection, maintaining our accounts and records; and administering tenancy deposits.

Relevant information may include personal details, employment and education details and financial details.

Once legislation is in force, we have to undertake immigration checks on prospective tenants and residents.

We are required to retain copies of the documents which we inspect as part of these checks. These may be retained in electronic form.

**Sharing data with others**

We may need to share personal information we process with others. Where this is necessary we are required to comply with data protection legislation.

Depending on the circumstances we may share information with other landlords; employers; educational institutions; universities and colleges; suppliers (including utilities) and service providers; financial organisations  
(including banks); credit and tenant reference agencies; tenancy deposit schemes; debt collection and tracing agencies; public and government bodies (including those who administer benefits and Council Tax); contractors and repairers; letting and managing agents; and any future owner of the property.

This does not mean that we necessarily share information with all of the above, but we may do so where it is necessary.

By signing this tenancy agreement, you are consenting to Jewish Care processing your personal data.

For further information regarding how we utilise your data, please refer to our Privacy Statement. If you wish to withdraw your consent to Jewish Care using your personal information, want us to stop or change the way we contact you or, you wish to receive a hard copy of our privacy notice, please contact the Data Protection Officer at: **Address: Jewish Care, Amélie House, Maurice & Vivienne Wohl Campus, 221 Golders Green Road, London NW11 9DQ | Email: dataprotection@jcare.org | Telephone: 020 8922 2304**