

TENANCY AGREEMENT

THIS document is the Tenancy Agreement between **LES VAUX HOUSING TRUST** (hereinafter called “the Landlord”) and the person or persons shown below (hereinafter called “the Tenant”) in relation to the Premises (“the Premises”) again detailed below forming part of **[[name of property]]** (“the Property”). Both the Tenant and the Landlord have certain rights and duties relating to the Premises which have been set out in the general conditions attached to this document. By signing the general conditions, you accept these as the terms of the tenancy and agree to occupy the Premises together with the fixtures and fittings therein and the contents detailed in the inventory attached hereto (the “Contents”) in accordance with those conditions.

By signing this document, you also acknowledge that you have read and understood the general conditions; that you have inspected the Premises and accept that it is in good clean condition and order

NAME OF TENANT/S:

ADDRESS OF PREMISES:

DATE OF COMMENCEMENT OF THE TENANCY:

RENTAL PAYABLE: (which includes [[utility name]] charge of [[£]]

FIRST RENT PAYABLE [[due on ((start date) for the period ((start date to LDM))]]

DEPOSIT PAYABLE:

MANAGING AGENT: Maillard & Co Ltd, 31 – 33 New Street, St Helier, Jersey, JE2 3RA (“the Agent”)

GENERAL CONDITIONS

The following are the conditions upon which the Tenant rents and occupies the Premises (“the Tenancy”):-

1. The Tenant shall pay to the Landlord on the signing of this Agreement the sum of [[£xxx (xxx Thousand xxx Hundred and xxxx Pounds)]] as a deposit to cover any breakages, losses or damage caused to the Premises or the fixtures and fittings therein or the mobiliary effects let with the Premises as a result of any act, omission, default, failure or negligence on the part of the Tenant or that of his guests, servants or invitees or any other breach by the Tenant of his obligations hereunder or the non-payment of rent or other payments due on the part of the Tenant arising from the provisions of this Agreement, for which a receipt will be given and which deposit shall be returned to the Tenant without interest on the termination of the Tenancy by whatever means provided that the Premises shall be left clean and tidy or subject to adequate deduction for any damage (save for reasonable wear and tear) to any of the fixtures, fittings or mobiliary effects let with the Premises or any outstanding rent or other charges or expenses falling to the liability of the Tenant under the provisions of this Agreement, this without prejudice to the right of the Landlord to make such further claims in excess of the amount of the deposit in respect of any breakages, losses or damage caused to the Premises or the fixtures, fittings and mobiliary effects therein as a result of any act, omission, default, failure or negligence on the part of the Tenant or that of his guests, servants or invitees or in respect of any other breach of the obligations incumbent upon the Tenant according to this Agreement as aforesaid. In compliance with the Residential Tenancy (Deposit Scheme) (Jersey) Regulations 2014 all deposits are placed within the Scheme within 30 days of receipt, to be held for the duration of the Tenancy. Full details can be found online at <http://www.mydepositsjersey.je> An administration fee of £21 shall be paid by the tenant in addition to the deposit and shall be deducted by mydeposits Jersey.
2. Subject to the Landlord’s right to immediately terminate the Tenancy under Clause 5 thereof:
 - (a) the Tenant may terminate the Tenancy by giving to the Landlord one month’s notice in writing stating that the Tenancy shall be terminated and at the end of such period of notice the Tenant shall give up vacant possession of the Premises in accordance with the provisions of Clause 3 and 4 thereof; and
 - (b) the Landlord may terminate the Tenancy by giving to the Tenant three months’ notice in writing stating the Tenancy shall be terminated and at the end of such period of notice the Tenant shall give up vacant possession of the Premises in accordance with the provisions of Clause 3 and 4 thereof.
3. The Tenant shall pay the rental due in respect of the Premises until the Premises has been cleared of all personal effects and the keys to the Premises left with the Agent.
4. On the termination of the Tenancy the Premises and the Contents must be left in a good state of cleanliness and decoration and in good order.

5. Notwithstanding the provisions of Clause 2 hereof:
 - (a) if false information has been supplied by the Tenant in order to obtain the Tenancy.
 - (b) if the Tenant fails to pay the rental due within seven days of the due date.
 - (c) if the Tenant fails to comply with any of the terms or conditions of this Agreement.
 - (d) if the Tenant is declared en désastre or is in any other way bankrupt; then the Landlord shall give notice in writing to the Tenant to rectify the breach and should the Tenant fail to comply within 7 days the Landlord shall have the right to apply to the Petty Debts Court for an order for the termination of this Tenancy Agreement and the eviction of the Tenant without prejudice to the Landlord's right to obtain compensation from the Tenant for breach of contract and to recover all other sums that may be due by the Tenant in accordance with the terms hereof.
6. Where more than one person is shown to be the Tenant of the Premises then the obligations of all those persons whose names are set out as Tenants in this Tenancy Agreement shall be joint and several.

THE OBLIGATIONS OF THE TENANT

During the Tenancy the Tenant shall: -

1. Pay the rental due on the first day of each calendar month either by way of Banker's Standing Order to the Agent (Nat West Bank 60-12-03 Account Number 27523993) or to the office of the Agent.
2. Repair or replace any of the Contents or any part of the Premises which may be damaged or destroyed through the neglect, carelessness or fault of the Tenant, his family, servants, agents or guests.
3. Keep the interior of the Premises and the Contents in good clean condition and to a good standard of decoration.
4. Permit the Landlord, the Landlord's agents or any person authorized by the Landlord or the Landlord's agents access to the Premises at all reasonable times for the purposes of carrying out inspections of or repair to not only the Premises but of any other part or parts of the Property. In the event of a case of emergency the Landlord, the Landlord's agents or persons authorised by the Landlord and/or the Landlord's agents shall have immediate right of access to the Premises.
5. Not at any time for any reason bring or use any paraffin or petrol or gas-based products or appliances on the Property belonging to the Landlord or in the Premises.
6. Not sub-let any part or the whole of the Premises, take in lodgers or assign or transfer the Tenancy.
7. Not without the prior written consent of the Landlord undertake any alterations to the Premises or the Property or alter, interfere, or tamper with any electrical wiring or plumbing either in the Property or in the Premises itself.
8. Not operate any business or issue any circulars from the Premises.
9. Not park or allow to be parked untaxed, disused or derelict vehicles and boats or trailers on the Property.
10. Not park or allow to be parked any commercial vehicles without the prior consent of the Landlord.
11. At the Tenant's own expense renew or replace tap washers, sinks, baths, basins, plugs, electrical switches, W.C. seats, pans, washbasins, windows, door locks, keys.
12. Replace cracked and broken glass in the windows of the Premises immediately.
13. Not permit wooden type floors/tiling/planks etc to be used as floor surfaces. Consideration may be given to ground floor Premises by written request from the tenant, and permitted only by written permission from the Landlord, or its agent.
14. to replace the batteries in the smoke alarms in the premises when necessary.

15. Keep the drains serving the premises clean and clear of obstructions and reimburse the Landlord with all costs incurred in clearing stoppages.
16. Lubricate the hinges, handles and locks on all windows and external doors in the premises at least twice yearly in the Spring and Autumn each year and clean the windows inside and outside regularly throughout the year.
17. Not to block the windows with anything other than curtains or blinds designed specifically as window coverings.
18. Place all refuse in the containers provided.
19. Pay the Parochial Occupier's rates in respect of the Premises.
20. Not without prior written permission from the Landlord keep any animals, reptiles, or birds in the Premises.
21. Keep the entrance hall, passages and stairways of the Property clear of all goods, cycles, pushchairs, prams and rubbish.
22. Cause any bicycle owned by the Tenant or any of his family to be parked in the cycle shed.
23. Not cause or permit or allow any of the Tenant's family servants agents invitees or visitors to cause or commit any nuisance or annoyance to the neighbouring property and in particular but without prejudice to the generality of the foregoing the Tenant shall ensure that parties are not held or musical instruments, radios, audio visual equipment played at any time in a manner which may be a nuisance to the other occupiers of the Property. The Tenant his family servants, agents or invitees using any communal area at the Property between the hours of 11.00 pm and 7.00 am shall do so as quietly as possible.
24. Take out and maintain sufficient insurance to cover the complete reinstatement of the contents of the Premises, including all floor coverings. The Tenant shall take-out third-party insurance to indemnify third parties from the cost of loss arising from damage caused by things emanating from the Premises or caused by the Tenant his family servants agents or invitees.
25. not to alter, change or install any locks, doors or windows in the premises without prior written consent from the Landlord, such consent not to be unreasonably withheld or not to alter, change or install any locks, doors or windows in the premises without prior written consent from the Landlord, such consent not to be unreasonably withheld or delayed, and the cost of providing a set of keys for the Managing Agent are to be met by the Tenant.
26. not to display any washing to dry from the windows of the Premises.
27. to keep the area immediately outside the door of the Premises in clean and tidy condition at all times.
28. to ensure that the Premises are properly heated and ventilated at all times. The Landlord will not be liable for any damage, injury or other loss resulting from a failure to properly heat and ventilate the Premises.

OBLIGATIONS OF THE LANDLORD

1. To keep the Property of which the Premises forms part wind and water tight and the exterior thereof in a good state of repair and decoration.
2. To insure the Property and keep always insured for the full value thereof against the risks normally covered under a Comprehensive Policy and in the event of the Property being damaged or destroyed by any of the insured risks the sum derived from the said insurance will be applied immediately to the reconstruction or rehabilitation of the Property.
3. To pay the Parochial Foncier Rate due in respect of the Property.

GENERAL

1. (a) The rental payable hereunder shall be reviewed annually when the Jersey Retail Price Index has been made available to the public (each of such dates hereinafter referred to as the "review date") to a rental which shall be increased in the same proportion as the Jersey Retail Price Index shall have increased in the year immediately preceding the review date. IT BEING UNDERSTOOD that the Landlord reserves the right at its discretion to increase the rental by a lesser proportion than the increase in the Jersey Retail Price Index AND for the purpose of this Clause the figure of the Jersey Retail Price Index shall be certified by such body as may from time to time in the Island of Jersey publish the said Index or whatsoever Index as may succeed such Index;
 - (b) It being understood that in no event shall the revised annual rental payable by the Tenant to the Landlord on the review date as determined by these present sub-clauses be less than the annual rental payable by the Tenant as at the date hereof or the preceding review date (as the case may be).
 - (c) Until such time as the revised annual rental shall have been ascertained in manner aforesaid payments on account of such annual rental equal to the monthly payments of annual rental made during the year immediately preceding the review date shall be paid on the first day of each month provided always that on the annual rental being reviewed in pursuance of this Clause, the difference between the annual rental paid and the annual rental which would have been payable had the agreement or determination been made before the said review date, shall be paid by the Tenant to the Landlord immediately on determination together with interest thereon from the date when the said increased rental became payable to the date that it shall be paid in full by the Tenant to the Landlord at the rate of two per centum (2%) per annum over the bank base rate applicable in Jersey from time to time during the period up the date of payment in full and if not so paid, shall be recoverable as rent in arrears.
2. Nothing in this document constitutes a Lease between the Landlord and the Tenant of the Premises. The Tenant acknowledges that he/she has been granted a monthly tenancy of the Premises subject to the terms of this Tenancy Agreement.
 3. Should the number of occupants at the property reduce and in the Landlord's opinion the property becomes under occupied the Landlord reserves the right to move the Tenant to more suitable alternative accommodation having first given the Tenant the required notice under the Residential Tenancy Law.
 4. The Tenant may detach and remove anything that the Tenant has fixed to the Premises, subject to the Tenant's making good any damage caused by the Tenant's so doing.
 5. To the extent that covenants in this Tenancy Agreement require the Tenant to obtain the Landlord's consent in respect of some action regarding the Premises, that consent shall not be unreasonably withheld or delayed by the Landlord.
 6. The Tenant is not required to purchase any fixtures, fittings, or movable property in general, in, for, or in respect of, the Premises.

7. The Tenant is not required to pay any premium, or key money, in respect of the Premises.
8. The Tenant has been given a minimum of one working day to read this Tenancy Agreement prior to signing.
9. By accepting this Tenancy, you acknowledge that the Managing Agent will process and disclose your personal data and sensitive personal data whether obtained from you or from other sources for the purposes set out above.

Maillard and Co may transfer your personal and sensitive personal data to the relevant entities and third parties, both within and outside the European Economic Area (EEA). Any transfer will only be made in order to process your personal and sensitive personal data for the purposes set out above. View our Privacy Policy at <https://maillardandco.com/privacy-policy>

I/We accept the Tenancy and agree to be bound by the conditions of this Tenancy Agreement.

Tenant Name

Tenant Signature:

Tenant Name

Tenant Signature:

Signed on behalf of
Les Vaux Housing Trust

Name

Signature:

Dated:

The Tenant confirms that he/she has received
a copy of this Tenancy Agreement signed by
or on behalf of both parties:-

.....

The Tenant confirms having received a receipt
from the Landlord for the deposit referred to in
Clause 1 of the General Conditions of this
Tenancy Agreement:-

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INSURANCE COVER

- The Landlord keeps the Property insured against insurable perils.
- It does not, however, effect insurance to cover Tenant's contents.
- All Tenants should take out contents and third-party insurance.
- Please note that the foregoing does not form part of the Tenancy Agreement, and that the Tenant would be free to consult with an insurance company or broker of their choice.