

# TENANCY AGREEMENT

**THIS** document is the Tenancy Agreement between the CTJ Housing Trust (hereinafter called "the Landlord") and the person or persons named below (hereinafter called "the Tenant/s") in relation to the **[[details of Premises]]** ("the Premises") hereinafter mentioned forming part of "the Property" [property name and address]. Both the Tenant/s and the Landlord have certain rights and duties relating to the premises as are hereinafter set out. By signing this Agreement, the Tenant/s accept the terms of the tenancy and agrees to occupy the Premises in accordance with those conditions.

By signing this document, the Tenant/s also acknowledge/s having read and understood the general conditions; inspected the Premises and accepts that it is in a good clean condition and order.

**NAME OF TENANT/S:**

**ADDRESS OF THE PREMISES:**

**DATE OF COMMENCEMENT OF THE TENANCY:**

**RENTAL PAYABLE:**

**DEPOSIT PAYABLE: £**

## GENERAL CONDITIONS

The following are the conditions upon which the Tenant/s rents and occupies the Premises: -

1. The Tenant shall pay to the Landlord on the signing of this Agreement the sum of **[[£x,xxx (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 Tenant 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>.

2. Subject to the Landlord's right immediately to terminate the Tenancy under Clause 5 of the General Conditions herein: -
  - a) The Tenant/s may terminate this Agreement by giving to the Landlord one month's notice in writing stating that this Tenancy Agreement shall be terminated. The said notice shall be given on the first day of the month and if given on a later day in the month the said time of one month shall run from the first day of the month following.
  - b) The Landlord may terminate this agreement by giving to the Tenant/s three months' notice in writing stating that this Tenancy Agreement shall be terminated and at the end of such period of notice the Tenant shall give up vacant possession of the House in accordance with the provisions of Clauses 3 and 4 of the General Conditions herein.
3. The Tenant/s 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 Landlord's agents. Mallard and Co Limited of 31/33 New Street St Helier JE2 3RA ("the Managing Agent")
4. On the termination of the Tenancy the Premises must be left in a good state of cleanliness decoration and order and in the event of Tenant/s failure to do so then the Landlord may apply the Deposit in part or whole towards the costs incurred by the Landlord in cleaning redecorating and restoring the Premises to good order.
5. Notwithstanding the provisions of Clause 2 above the Landlord at its absolute discretion may terminate the Tenancy immediately in the event that: -
  - a) false information has been supplied by the Tenant/s in order to obtain the tenancy:
  - b) the Tenant/s fails to pay the rental within seven days of the due date.
  - c) the Tenant/s fails to comply with any of the terms or conditions of this Agreement.
  - d) the Tenant/s becomes bankrupt or compromises with his creditors.

6. Where more than one person is shown to be the Tenant of the House then the obligations of all these persons whose names are set out as Tenants on this document shall be joint and several.

## **THE OBLIGATIONS OF THE TENANT**

During the Tenancy the Tenant/s shall:

1. pay the rental due on the first day of each calendar month either by way of Banker's Standing Order (details of the bank account of the Landlord to be given to the Tenant by the Landlord's agent) or to the office of the Landlord's agent;
2. (a) repair or replace any fixtures, fittings or any part of the Premises which may be damaged or destroyed through the neglect carelessness or fault of the Tenant/s, his family, servants, agents or guests;  
  
(b) take out a standard "Contents" Insurance policy for the contents at the Premises belonging to the Tenant/s with a reputable insurance company and  
  
(c) to provide proof to the Landlord within 14 days of the commencement of the tenancy that such insurance has been effected;
3. keep the interior of the House in clean condition and to a good standard of decoration;
4. permit the Landlord, the Landlord's agents or any persons authorised 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, the House and/or to any pipes wires or services beneath the House or garden. In the event of emergency, the Landlord, the Landlord's agents, or persons authorised by the Landlord shall have immediate right of access to the Premises. The Landlord shall have right of access to the House once in every calendar year upon giving forty-eight hours notice to clean all the electric fans;
5. not at any time or for any reason bring or use any paraffin or petrol or gas-based products or appliances in the Premises belonging to the Landlord;
6. not to sub-let or part with possession of the House, or any part thereof, take in lodgers or assign or transfer the Tenancy.
7. not without the prior written consent of the Landlord to undertake any alterations to the Premises or alter, interfere, or tamper with any electrical wiring plumbing or telephone installations in the House.
8. use and occupy the Premises as a private residence only and shall not operate any business or issue any circulars from the House, other than with the Landlord's consent, such consent to be granted or withheld at the absolute discretion of the Landlord;

9. have right of access only (in common with the other tenants of [property name]) to the estate roads, pavements, access ways to the parking areas, designated "play areas" and footpath and access ways set within the perimeter of the site.

It is understood and agreed that the right of access set out above does not include a right to leave vehicles of any sort, boats, household furnishings or effects nor any other thing on or around the common areas. The Landlord reserves the right to remove any item left on the common areas referred to above without notice and dispose of it at its own discretion;

10. 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 and keys. The Tenant shall replace cracked and broken glass in the windows of the House immediately;
11. keep the drains serving the Premises clean and clear of obstruction and reimburse the Landlord all costs incurred in clearing stoppages;
12. place all domestic refuse in the bin provided and place the bin out for collection by the Parish of [parish name] each week. The Tenant shall provide a suitable and approved receptacle for glass and place this out at the appropriate time for collection by the Parish of [parish name]. At all other times the bin/s shall be kept away from the front of the property;
13. pay the Parochial Occupier's rates in respect of the Premises;
14. not without prior written permission from the Landlord keep any animals, reptiles or birds in the Premises;
15. not cause or permit or allow any of the Tenant's family or visitors to cause or commit any nuisance or annoyance to the occupiers of any other Premises at [premise name] 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, cassette players, gramophones or television sets to be played at any time in a manner which may be a nuisance to the occupiers of any neighbouring Property.

The designated "play areas" shall not be used in such a way that they become a nuisance to nearby Premises nor games played thereon which might cause damage to surrounding houses or vehicles. Tenant/s his/their servants, agents or invitees using any road or other communal area of the Property between the hours of 11.00 p.m. and 7.00 a.m. shall do so as quietly as possible and at all times do so with minimum inconvenience to other lawful users.

16. not allow any commercial vehicles or vans exceeding a maximum gross weight of three thousand five hundred kilograms or any vehicle which exceeds sixteen feet in length and six feet six inches in width (except during deliveries or removals) or any derelict vehicle/s, vehicles not in regular use, trailers, caravans or boats to be parked or allowed to be placed on the Property.

## **OBLIGATIONS OF THE LANDLORD**

1. To keep the Premises wind and watertight and insured for the usual risks with a reputable Insurance Company.
2. To pay the Parochial Foncier Rate.
3. To maintain the common areas, roads, parking areas, landscaping and designated “play areas” in good and tidy repair.

## **GENERAL**

1. The Landlord reserves the right to increase the rental payable from time to time upon giving the Tenant one month's written notice of such increase.
2. Nothing in this document constitutes a Lease between the Landlord and the Tenant/s of the Property. The Tenant/s acknowledges that he has been granted a monthly tenancy of the Property subject to the terms of this document.
3. 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.
4. 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>

We accept this Tenancy and agree to be bound by the conditions of this agreement.

**Signed** .....

**Signed** .....

**Witnessed** .....

**Signed on behalf of the CTJ Housing Trust**

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**Dated** .....