



Assured Shorthold Tenancy Agreement

This **AGREEMENT** is between us, **Company/Landlord Name and Address** the Landlord and you, **Tenant's Name and Address, Tenant's Name and Address** (the Tenants)

For the **PROPERTY** known as **Property Address** ("the Property")

And the **ROOM** Room Number

with a licence to use the communal areas and their facilities in the Property.

For the **TENANCY TERM** of 6 months. Beginning on **tenancy start date** and ending at **12 midnight** on **tenancy end date**

At the **RENT £rent amount** per month payable in advance on the 1st day of the month by standing order. If any amount of rent is paid for the property by any person other than the tenant, it will be deemed to be paid as agent for the tenant.

And the Landlord demises to the Tenant the Room and grants a licence for the use of the communal areas of the Property for the Tenancy Term for the Rent on the terms and conditions as set out in the document (the "Tenancy Agreement").

If there is an existing Tenant in the Room at the time this agreement is signed, note that this agreement is subject to vacant possession being provided by the Tenant. If the Tenant refuses to move out, then this Agreement will not take effect.

The Landlord appoints its employees as its agents for the purpose of managing the taking and protection of any tenancy deposit and authorises the said employees to sign the necessary certification that the information required by the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 is accurate to the best of the Landlord's knowledge and belief on its behalf as agents for the Landlord.

The **DEPOSIT £deposit amount**

NAME

SIGNED

DATED

(For and on behalf of the Landlord)

(The Tenants)

Read this document carefully; once signed and dated this Agreement will be legally binding and may be enforced by a court. If you are in any doubt about the content or effect of this Agreement, we recommend that you seek independent advice before signing it.

Please note your deposit will be protected by the Agent on behalf of the Landlord.

A. Definitions & Interpretation

In this Agreement the following definitions and interpretations will apply:

“We”, “Us”, or “Our” means the Landlord or any assignee of the Landlord or any superior landlord and their respective agents and employees acting with authority.

“You” or “Your” means the Tenant or any agreed assignee of the Tenant.

“Lead Tenant” means the Tenant if the Tenant comprises of one person or, where the Tenant comprises of more than one person, the person first-named as the Tenant above.

“Occupier” or “Occupant” means any person who has a tenancy of another room within the Property.

“Property” means the property which contains the Room and includes all facilities and services provided for the use of the Tenant as described more fully above.

“Room” means the specific sleeping and living space demised to the Tenant and does not include any other room or space within the Property.

The clause headings are for ease in navigating the Agreement only and should not be read as a part of the Agreement.

A reference to any Act, Regulation, Order or other piece of legislation or guidance includes a reference to any similar legislation or guidance which may replace or re-enact it.

Any use of the masculine includes the feminine and any use of the singular includes the plural and vice versa.

This Agreement shall be construed according to the law of England and Wales. The Courts of England and Wales shall have exclusive jurisdiction over any dispute which relates to or arises from it.

B. Deposit Paid By Someone Other Than the Tenant

If some or all of the deposit has been paid by someone other than the Tenant, then the person paying the deposit must read and sign the following declaration.

I agree to the appointment of the Lead Tenant to act as my representative and deal with all matters relating to the Deposit and its return.

Print Name

Address

Signed

(Person paying Deposit on Tenant's behalf)

C. Our Agreements

We agree to:

1. Let the Room to you and give you a licence for you to use the shared communal areas in the Property together with the items set out in the Room Inventory without unreasonable interruption from us or any of our agents or employees.
2. Lodge your Deposit with The Deposit Protection Service.
3. Pay all charges for gas, electricity, water, sewage, and the licence fee for the communal television subject to your using utilities in a reasonable manner as set out below.
4. Pay to the relevant local authority all Council Tax due in respect of a single band being applied to the Property. For the avoidance of doubt we shall not be liable to pay any council tax directly arising from a separate council tax band being applied to the Room during the Tenancy.
5. Provide complimentary internet access
6. Provide a complimentary, weekly cleaning service for the communal areas of the Property only.
7. Keep the Property and the facilities provided for your use in good repair at the time it is let to you, without any 'Category 1 hazards' and in proper working order in line with the standards set under the Housing Health and Safety Rating System, described in Part 1 of the Housing Act and Homes (Fitness for Human Habitation) Act 2018.
8. Make sure that all gas appliances in the Property are checked by a Gas Safe registered Engineer every year in accordance with the Gas Safety (Installation and Use) Regulations 1998.
9. Make sure the Electrical Installation in the property is checked every five years by a qualified Electrician, in accordance with The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020.
10. Keep the gas, water, electricity, space heating and water heating installations in good repair and proper working order.
11. Regularly test all fire alarms, heat sensors, smoke alarms, fire door closers, fire extinguishers and fire blankets in the communal areas of the Property.
12. Make sure that any furniture we provide adheres to the Furniture and Furnishings (Fire) (Safety) Regulations 1988.
13. Insure the Property and the contents in it that belong to us to such extent as we deem fit subject to the usual excesses and subject to cover being available on reasonable terms. Please note that our insurance will not cover any of your possessions or belongings that you bring into the Property or the Room.
14. Make reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible.
15. Give you back any part of your Rent that you have paid for any period that the Property could not be lived in because of fire or any other damage that we are insured for, provided that you were not responsible for that fire or damage.
16. Give you at least 24 hours' notice if we need to access your Room to carry out any inspections or repairs, except in an emergency.
17. Knock before entering if we need to access your Room.
18. Refund any Rent you have paid in advance which relates to a period which starts after we have agreed that your tenancy has ended subject to reasonable deductions for any monies you may owe us under this Agreement.

D. Your Agreements

You agree to:

1. Pay the Rent in cleared funds on or before the due date specified above and at the frequency specified above by bank transfer only to the bank account that we shall inform you of in writing from time to time.
2. Pay to the relevant local authority all Council Tax directly due in respect of charges arising from a separate council tax band being applied to the Room during the Tenancy.
3. Where any Rent or other monies due under this agreement are not made within 14 days of the due date to pay interest on such sums at the rate of 3% above the Bank of England base rate for the period from when the sums became due until the date of payment.
4. Pay the Deposit in full to us, in cleared funds, prior to the start of the tenancy. You will not receive interest on the Deposit. We will refund your Deposit to you in accordance with the rules of The Deposit Protection Service at the end of this Agreement and when you have left the Property subject to deductions for the following items:
 - any Rent which is due but remains unpaid at the end of the Tenancy
 - any unpaid bills relating to you
 - costs for any damage to the Property, the Room, or any items listed in the Room Inventory or to the facilities provided in the communal areas that was caused by you or your guests which is not caused by fair wear and tear
 - a fair and reasonable share of the costs of the damage to the facilities in the communal areas of the Property if the person responsible cannot be identified
 - any damage or loss to us resulting from any breach of this Agreement by you
 - clearing any rubbish or personal belongings left by you in the Property
 - any costs or professional fees we might incur in enforcing the terms of this Agreement against you.
5. Pay any reasonable costs and expenses incurred by us where you have not carried out your responsibilities under this agreement.
6. Pay any reasonable costs and expenses that are incurred by us as a result of responding to any request you make for any consent or permission under this agreement.
7. If a prohibited payment (as defined in the Tenant Fee Act 2019) is taken you consent to it being applied towards the Rent
8. Pay to us or our Agents, on a full indemnity basis, all reasonable costs and expenses awarded by the Court or incurred by us for the following:
 - recovering or attempting to recover any Rent or other monies owed to us in accordance with this Agreement
 - the enforcement of your obligations under this Agreement
 - the service of any notice relating to any breach of this Agreement whether or not court proceedings are brought.
 - recovering possession of the Property including possession proceedings regardless of any default by you.
9. Use the Room as a private residence for occupation by the person(s) named as Tenant only

10. Advise us promptly of any changes to your mobile telephone number or email address.
11. If you lose your keys to the room or house you must notify us promptly, in writing, of the circumstances under which they were lost. You must pay for a replacement key and, if we reasonably decide that the security of the house has been compromised, we may require you to pay the reasonable cost of replacing locks and providing replacement keys to all housemates.
12. Keep your vehicle in a safe and roadworthy condition with fully paid Vehicle Excise Duty and insurance and park your vehicle without causing an obstruction to other tenants, guests or neighbours. You must not use any parking area provided by us other than for storage of a private motor car or motorbike without our permission which will not be unreasonably withheld.
13. Allow us and our agents to enter your Room at all reasonable hours of the day to inspect the condition of the Room or Property, to carry out repairs, do other work that we must carry out by law or to show your room to prospective tenants or buyers. We will always aim to give you at least 24 hours' notice of our visits, except in an emergency.
14. Not obstruct us or any of our agents or employees from entering the Property at any time. We are not required to give notice to enter the communal areas of the Property.
15. Promptly call or contact us to tell us about any repairs, hazards, or faults that we are responsible for in the Room or at the Property on 01865570065 or info@cardealettings.co.uk
16. Take reasonable precautions to keep all drains, shower traps, sanitary apparatus, water and waste pipes, air vents, flues, and ducts free of obstruction.
17. Keep clear, or pay at cost for the clearance of, any blockage or overflow when any occur in any of the drains, sinks, showers, toilets, or waste pipes if the blockage is caused by negligence or misuse by you or your guests.
18. Pay for repairing any damage, at cost, to appliances, fixtures and fittings in the Room or Property that occurs from misuse, neglect or carelessness by you or your guests.
19. Pay for damage to doors and windows at cost if the Police break into the Property or your Room as a result of any criminal or suspected criminal activity by you or your guests.
20. You are responsible for any damage that you have done deliberately or that were caused by the neglect or carelessness of you or anyone visiting you at the Property. This includes damage caused in this way to the Property, the building, or the shared areas, and includes replacing any broken glass in windows and repairing or replacing any damaged fittings and installations. We can claim the reasonable cost of making good this damage or we may give you written notice asking you to repair the damage within a reasonable period of time, depending on the repairs. If you fail to do this within the period of notice given, we may then carry out the work and if necessary, enter the Property (after giving you at least 24 hours' notice, in writing) to do so. You will have to pay us for the reasonable cost of this work.
21. If any damage or breakages in relation to the Property or its contents occur and nobody admits liability (save where the damage is caused by a stranger) then you agree that the cost will be split equally between you and other tenants of the property, the proper proportion of which you will pay us.

22. Pay our insurance excess if we have to make a claim on our insurance policy that is required as a result of damage caused by you or your guests.
23. Ventilate and heat your Room and the Property sufficiently to prevent problems caused by condensation and excessive moisture. In the event that patches of damp form on the walls or ceilings due to your breach of this clause you are responsible for removing the marks and taking action (not involving work to the fabric or structure of the Property) to prevent the problem occurring again.
24. Keep the communal areas, appliances, fixtures, and fittings in a reasonably clean and tidy condition, including the front and rear gardens, and tidy up promptly after your use of them, particularly after food preparation and eating.
25. Keep the kitchen in the Property tidy, disposing promptly of food waste, keeping food in the appropriate cupboards or fridge, and disposing of out-of-date items promptly.
26. Pay your fair share of any costs for the removal of any pests from your Room or the Property where they are brought into the Room or Property by you or where they have entered due to a lack of tidiness in the Property by you or other Occupiers.
27. Place all refuse and recycling in the appropriate internal and external dustbins provided and put rubbish out in the appropriate dustbins on the correct day for collection by the Local Authority or their contractors so as not to allow a build-up of rubbish in the Property or any nuisance to neighbours. Return bins to their normal storage location following collection
28. Keep external doors and windows closed and/or secure unless you are present.
29. Take note of all fire instructions given by us or posted in the Property or the Room and familiarise yourself with the operation of all fire-fighting equipment provided by us.
30. Call the Fire Brigade if you discover a fire in the Property, leave quickly, assemble at a sensible distance and check that everyone is out of the Property. When safe to do so, call and advise us of the fire.
31. At the end of the Tenancy, you will:
 - Clean your Room to leave it in the same state and condition it was in at the beginning of the Tenancy as stated in the Inventory.
 - Problem areas include but are not limited to limescale on en-suite porcelain and screens, dust and dirt on skirting boards and carpets under beds. All areas of the room must be returned to the condition described in the Inventory.
 - Remove or pay for the removal of all belongings and rubbish from the Room and the Property
 - Leave all furniture and fixtures in your Room in the places they were in at the beginning of the Tenancy
 - Return all keys to us for the Room and Property, including any duplicates you have made. If you fail to return any key at the end of your tenancy you will pay our physical costs for replacing the lock and key, like for like and cutting new keys for all Occupiers, where necessary, an invoice will be provided.
 - Provide a suitable forwarding address to us before the end of the Tenancy
 - Provide full vacant possession of the Room and Property
 - No longer have the right to use the communal areas
32. Pay for and obtain any television licence which is required for your Room. We

- have purchased a television licence for the Property.
33. Use all utilities in a fair and reasonable manner consistent with your occupation of the Room as your residence so as not to put us at unreasonable cost or to inconvenience other occupiers of the Property. Your energy and water usage should not be excessive and should be kept within reasonable and sensible consumption limits based on your property size.
 34. The broadband internet service provided will be subject to the supplier's fair usage policy and any costs incurred to the landlord for excessive usage will be passed on to the tenant. The landlord will forward any warnings received for excessive usage or breach of use it receives from the suppliers to the tenants and will not be held responsible for any restriction of access caused by misuse by you, your guests, or other tenants in the property. Compensation will not be paid relating to any interruption to the service unless the interruption is caused by the Landlord.
 35. Agree to reimburse us for any increased sum of Council Tax we have to pay for the Property as a result of you breaching this agreement or making any change to your work or study arrangements during the Tenancy.
 36. Behave in a respectful manner to other occupiers of the Property, taking account of their reasonable interests and resolving disputes between you in a reasonable manner wherever possible.
 37. Turn off taps, lights, and electrical appliances when they are not in use and do not leave items unattended on standby.
 38. When using your own electrical appliances (hairdryers, curlers, tongs, shavers, personal computers, toothbrushes, laptops, mobile phones etc.) you must use the appropriate adaptor. Non-UK plugs used without the appropriate adaptor/transformer are a serious fire risk. Please ensure that heated appliances are not placed directly on carpets, windowsills, or desks and that they are switched off and stored safely before being left unattended.

E. Your Additional Agreements

You agree not to:

1. Sublet your Room or any part of it or any other room or part of the Property to anyone else or to give your Room or assign your tenancy or that of any other room or part of the Property to someone else.
2. Swap your Room with that of any other occupier or seek to occupy any other room or space in the Property.
3. Register, advertise, or operate a company from or at or carry on a profession, trade, or business in your Room or at the Property or use the Property as an address for a business. This does not prevent you from working from home.
4. Use the Room or Property for any illegal or immoral purpose.
5. Place posters or notices in your Room or Property that are visible from outside the Property.
6. Allow the storage, sale, cultivation, or use of any illegal drugs
7. Allow the storage or bring to the property firearms or firearm ammunition including any replica or decommissioned firearms, offensive weapons or other illegal, dangerous, explosive, or inflammable substances or substances that might cause a nuisance to any other person in your Room or the Property (other than a reasonable number of normal household items e.g., aerosols).

8. Smoke or use electronic cigarettes inside the room or the Property.
9. Use any electric, paraffin, oil, or gas heaters in your Room or in the communal areas of the Property other than those provided by Us.
10. Misuse, damage, remove or disable any fire detection or fighting equipment; this includes but is not limited to:
 - propping open any doors that have closers fitted to them
 - removing or adjusting door closers.
 - Installing overdoor hooks reducing the effectiveness of the intumescent strips
 - discharging or using without good reason any fire extinguisher or fire blanket
 - disabling, damaging, or removing any smoke or heat detector.
11. Adjust the hot water or heating controls. If you think they need adjusting, you must inform us, and we will make any necessary adjustments.
12. Do any of the following without our written consent (which we will not unreasonably withhold):
 - attach anything to the walls and ceilings using nails, screws, Blu-tack, or any type of adhesive, although you may hang pictures or posters on the wall
 - bring any furniture including white goods, portable heaters, bicycles, motorcycles, prams or buggies into the Property or Room
 - charge or store an electric scooter or bike inside the house
 - charge an electric car or car battery directly from the domestic electric supply, without the installation of required provision for charging, and subject to incurred cost and our express terms agreed in writing.
 - bring or allow any pets, animals or insects into the Property or Room
 - alter, change, or install any locks on any doors or windows in the Property or Room
 - alter the inside, outside or structure of the Property or Room, or the furniture and fixtures.
13. Bring into the Property or Room any furniture, fixtures or household belongings which do not meet the Furniture and Furnishings (Fire) (Safety) Regulations 1988.
14. Leave personal belongings in the communal areas of the Property or obstruct any means of access or escape from fire. Any obstructions may be removed by us or our Agent
15. Dry washing inside the Property, except in a ventilated room suitable for these purposes.
16. Allow any children to reside in the Property or Room.
17. Burn candles, oil burners, wax melts or incense in the Property or Room.
18. Use a deep fat fryer or chip pan.
19. Do anything which may be a nuisance or annoy any other Occupier or any neighbours; in particular you must not play any radio, music player, television, musical instrument, or similar device that can be heard outside your Room or in the communal areas between 11.00pm and 8.00am. You should also keep noise in the Property to a minimum to avoid disturbing other Occupiers.
20. Harass, threaten, intimidate, assault, or act in an anti-social manner or pursue a course of anti-social conduct against any person including but not limited to, residents, visitors, us and our agents, contractors, or neighbours. This includes behaviour due to that person's race colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or status
21. Allow guests to stay in your Room without informing us in advance and not allow any guest to stay in your Room for more than two nights in each fortnight. Your

Room is provided for you only and the communal areas and shared facilities are provided for recreational use by you and others authorised by us. Guests can stay longer than two nights each fortnight if agreed with us in advance.

22. Allow any guest or visitor to sleep in any of the communal areas of the Property or in a room allocated to another Occupier without both their and our express consent.
23. Leave any guests or tradesmen (other than those arranged by us) unattended in the Property or Room.
24. Allow guests or tradesmen (other than those arranged by us) to keep (even temporarily) any keys to the Property or Room.
25. Do anything in or at the Property which may in any way affect the validity of our insurance on the Property and the items within it or cause an increase in any premiums payable.
26. Fail to pay your last month's Rent on the basis that we hold the Deposit.
27. Leave your Room vacant for more than 14 days without notifying us in advance. Whenever you leave the Room vacant, ensure that the heating is set at a suitable level to prevent damage by freezing to any pipes.

F. Further Agreements Between You and Us

1. The Right to Rent

The Tenant shall, promptly on request by the Landlord, comply with such checks and provide such documents certifying the Right to Rent of all adult occupiers as are reasonably required by the Landlord.

Where any adult occupier has a time-limited right to rent the Tenant shall provide to the Landlord proof of their continued Right to Rent as is reasonably required by the Landlord from time to time.

The Tenant shall notify the Landlord promptly if the immigration status of any adult occupier changes such that the Right to Rent is lost.

It is a condition of this tenancy that anyone living in the property has a 'right to rent' as set out in section 22 of the Immigration Act 2014.

THE TENANT AGREES WITH THE LANDLORD AS FOLLOWS: -

They have the Right to Rent and:

- I. Understand the Landlord or their Agent will use their personal information now, and in the future if required, to complete a Right to Rent check through the relevant channels. They understand that the Landlord or their Agent may need to provide some or all of this information to the Home Office.
- II. All adult occupiers who'll use the Property as their only or main home are named in this tenancy agreement.
- III. If they breach this clause, they'll indemnify the Landlord and/or the Agent for any loss suffered, including but not limited to any penalty or fine imposed by the Home Office.

2. Rent increase

We may increase the Rent after every 12 months of the tenancy to a level which in our reasonable opinion reflects the market rent for comparable properties in the area of the Property by giving you not less than one month's notice in writing.

3. More than One Tenant

If the Tenant comprises more than one person, then you agree to the person first named as Tenant above ("the Lead Tenant") dealing with all matters relating to the Deposit and its return on your behalf (joint and severally) and on behalf of anyone else who is not a tenant. That person can be replaced as your representative, by another person named as the Tenant above, as long as all persons named as the Tenant agree to this in writing.

4. Early Termination

If you give us written notice that you wish to leave before the end of the fixed term of this agreement then you agree to continue to pay your rent when due, in advance until a suitable replacement is sourced, referenced and until the replacement tenancy commences.

You also agree to pay our reasonable costs to cover the remarketing of the room and referencing cost of the replacement tenant and Guarantor if required. Alternatively, you will be responsible for the remainder of the rent for the fixed term, whichever is the lesser amount. We do not have to take the Property or the Tenancy back from you early unless we choose to do so.

5. Continuation of Tenancy

At the end of tenancy term, if we have not received from you at least one calendar months' notice, in writing, expiring on the last day of the fixed term of the tenancy to terminate the agreement, the tenancy will continue as a contractual periodic tenancy.

At the end of the Tenancy Term if we have not given you at least two months' notice in writing, your tenancy will continue as a contractual monthly periodic tenancy on the same terms and conditions as set out in this document save for the Tenancy Term.

If you wish to leave after the end of the Tenancy Term you must give us at least one month's written notice. If we wish you to leave, we must give you at least two months' notice requiring possession under Section 21 of the Housing Act 1988.

6. Whole Agreement

This Agreement represents the entire agreement between the parties.

7. Abandoned Property

If you leave any items at the Property after the Tenancy has ended, you will be responsible for meeting all reasonable removal, storage, and disposal charges. We will normally remove

and store the items for 14 days (other than any perishable or hazardous items which will be disposed of immediately) and will take reasonable steps to notify you. If the items are not collected within 14 days, you agree that we may dispose of the items considered of little or no value, and you will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.

8. General Data Protection Regulation

You have been provided with our privacy notice and you agree to us giving details on reasonable written request of your behaviour during your tenancy and any other information we hold on your financial position or possible whereabouts to any prospective future landlord, local authority, utility supplier, other agents and any creditors or other persons requesting such information which is relevant to the tenancy, Room, or the Property.

You agree to us discussing the details of Housing Benefit, Universal Credit, or similar benefits with the relevant Local Authority.

Please see privacy notice on page 14, 15 & 16 of this Agreement for further details and clarification

G. Serving Notices

1. If we need to serve any notice on you including any notice, we are required to give you by law or in this agreement then if we deliver it by hand addressed to you at the Property or send it to you by first class addressed to the Property it will be deemed served the next day after delivery by us or posting. This means that notices are served on you the next day after they are put through your letterbox or left in your Room. If, after the end of the tenancy, you give us notice of another address to send notices to, any notices will be deemed validly served on you if they are sent by first class post or equivalent service addressed to you at the address you have supplied or left at that address and those notices will be deemed served the next day after delivery by us or posting.
2. If you need to serve any notices on us, then they must be addressed to the Landlord and delivered by hand or sent by first class post to the following address:
 - a. Rooms That Rock LTD, C/O Cardea Lettings & Management LTD, North Bar House, North Bar Street, Banbury, Oxfordshire, OX16 0TH
 - b. or to such other address as we might advise you of in writing from time to time.
 - c. Such notices will be deemed served the next working day after posting.
3. Notices cannot validly be served by text message, WhatsApp or by posting on social media.
4. Service of written notices by email - We agree that any notices given under or in connection with this agreement which are required to be given in writing may, alternatively, be sent by email. Notices sent by email shall be deemed to be received the day after being sent. Our email address for these purposes is: **info@cardeallettings.co.uk** or such other email address as we notify you in writing.
5. You agree that any notices given under or in connection with this agreement which are required to be given in writing may, alternatively, be sent by email. Notices sent

by email shall be deemed to be received the day after being sent. Your email address for these purposes is: ***(insert tenant's email address if tenant wishes to agree to service by email)*** or such other email address as you notify us in writing.

H. Possession

1. We may recover possession of the Room if:
 - you fail to pay us any Rent 14 days after it is due, whether you have been asked for it or not.
 - you leave the Room vacant for 28 days or more.
 - you become bankrupt or enter into an arrangement with your creditors.
 - any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 apply (these include, but are not limited to, not paying Rent, breaching a written or implied term of the tenancy agreement, and causing a nuisance or annoyance)

The arrangements for us to re-possess the property in Section 21 of the Housing Act 1988 apply.

2. For the avoidance of doubt upon your tenancy of the Room being terminated any licence you have to use the Property will also be terminated.
3. The Landlord notifies the Tenant that notice may be served by the Landlord or his mortgage lender under Ground 2, of Schedule 2 of the Housing Act 1988 which reads: The dwelling-house is subject to a mortgage granted before the beginning of the tenancy and—
 - (a) the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the Law of Property Act 1925; and
 - (b) the mortgagee requires possession of the dwelling-house for the purpose of disposing of it with vacant possession in exercise of that power; and
 - (c) either notice was given as mentioned in Ground 2 above or the court is satisfied that it is just and equitable to dispense with the requirement of notice.and for the purposes of this ground “mortgage” includes a charge and “mortgagee” shall be construed accordingly.

Privacy Notice

Why we hold and process information?

This notice sets out how we hold and process information we hold about you. We process personal information about our tenants and possible new tenants so we can provide residential accommodation.

This includes:

- dealing with lettings.
- dealing with applications for tenancies.
- checking suitability for tenancies (including credit, immigration employment, address history and similar checks).
- managing property.
- collecting rent.
- maintaining our accounts and records; and
- dealing with tenancy deposits.

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

By law, we have to carry out immigration checks on new tenants and residents. We must keep copies of these documents, for a period of one year after the end of the tenancy, as part of these checks. We may keep these copies on computer or as hard copies.

Sharing information with others

We may need to share personal information we process with others. If we have to do this, we will keep to data-protection legislation.

Depending on the circumstances, we may share information with:

- other landlords.
- employers.
- educational institutions, universities, and colleges.
- suppliers (including gas, electricity, and water companies) 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 Local Authorities, Police, and departments who deal with 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 if we need to.

Council tax and utilities and services

We may be required to share information in relation to utility companies, service providers, council tax, the local authority, police, and debt collection agencies in relation to your tenancy.

Why we use your personal information

We may use the personal information you give us in a number of ways, for example to decide whether to let the property to you; to prevent fraud, for accounting and auditing purposes, for managing property or for debt collection.

How long we store your personal information for

We will not keep any personal data about you for any longer than is necessary for the purposes for which the personal data are processed. We follow a personal data retention policy which determines how long we keep specific types of personal information for. For further information about the criteria, we use to determine what periods we keep specific information, please contact us on the contact details provided later on in this notice.

Your rights

Under the GDPR, you have the following rights:

- Right to correction. You have the right to have inaccurate personal data about you rectified.
- The right to erasure. You have the right to request that we delete your personal data where:
 - (a) the personal data are no longer necessary in relation to the purposes for which they were collected or processed.
 - (b) you withdraw your consent to processing for which we previously obtained your consent.
 - (c) you object to the processing and, as a result, we agree to cease that processing.
 - (d) the personal data has been unlawfully processed; and
 - (e) we are required to erase the personal data in order to comply with the law.
- Right to restriction. You have the right to obtain from us the restriction of processing where:
 - (a) you contest the accuracy of the personal data we hold about you;
 - (b) the personal data has been unlawfully processed;
 - (c) we no longer need the personal data but they are required in limited circumstances; and
 - (d) you object to the processing and, as a result, we agree to cease that processing.
- Right to request transfer. In certain circumstances, you have the right to receive personal data from us in a structured, commonly used, and machine-readable format (such as a spreadsheet or word file) and the right to transmit it to a third-party organisation.
- Right to object. You have the right to raise an objection to any of our processing as

outlined above. Please tell us if you object to any type of processing that we do, and we will work with you to address any concerns you may have.

- Right to object to marketing. If you do not want us to process your personal data for direct marketing, please tell us and we will ensure that we no longer do this.
- Right to object to automated decision making. If automation is used at all in relation to making a decision, based on your personal data provided to us, you have a right to object to this.
- Right to complain to the ICO. Whilst we would always prefer it if you approached us first about any complaints or queries you may have; you always have the right to lodge a complaint with the Information Commissioner's Office.
- Right to request access. You have the right to access a copy of personal data we hold about you. Please contact us on the details provided below.

Contact us

Should you have any concerns or questions about the use of your personal data, or wish to exercise any of the rights outlined above, please contact us using the following details:

Cardea Lettings and Management Ltd
North Bar House,
North Bar Street,
Banbury,
Oxfordshire,
OX16 0TH

Telephone: 01865 570065

Email: info@cardealettings.co.uk

Complaints

If you are unhappy with the way that we have processed or handled your data, then you have a right to complain to the Information Commissioner's Office (ICO). The ICO is the supervisory body authorised by the Data Protection Act 2018 to regulate the handling of personal data within the United Kingdom. The contact details for the Information Commissioner's Office are:

Information Commissioner's Office,
Wycliffe House,
Water Lane,
Wilmslow,
SK9 5AF

Telephone: 0303 123 1113

Website: <https://ico.org.uk/concerns/>

Changes to this notice

There may be changes and updates to this privacy notice from time to time. We will look to keep you updated in as reasonable a way as possible should this be the case.