

BIRDSALL ESTATES COMPANY LIMITED

TO LET

**41 Settrington
Malton
North Yorkshire**



VIEWING STRICTLY BY APPOINTMENT ONLY

GUIDE RENT £850 CALENDAR MONTH

**THE ESTATE OFFICE, BIRDSALL, MALTON
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1. INTRODUCTION

The Birdsall Estates Company Ltd are offering to let a very attractive two bedroomed semi-detached cottage situated in the pretty village of Settrington, about 4 miles east of Malton, and approximately mid-way between York and Scarborough.

The cottage has a log burner as well as oil-fired central heating. Outside there are large gardens running down to the beck which flows through Settrington. There is parking for two cars to the rear of the property.

2. THE PROPERTY

The accommodation comprises:

Ground Floor

Galley Kitchen Newly Fitted Kitchen

Sitting Room with log burner

Dining Room

First Floor

Bedroom 1

Bedroom 2

Bathroom Newly fitted white suite with Shower

Outside Large garden, shed and parking at the rear of the property.

Heating Oil

Council Tax Band D

EPC E

Services Mains electricity, telephone, mains water supply and drainage, oil-fired central heating

3. THE LETTING

The property will be let on a 1988 Housing Act Shorthold Tenancy for an initial period of up to two years. A copy of the Draft Agreement is available in the Estate Office and should be read by all applicants. A summary of the most important terms of the Draft Agreement are listed below but all applicants should refer to the Draft Tenancy Agreement for clarification.

a) **Deposit and legal fees**

A returnable deposit property bond of five weeks' rent will be required at the commencement of the letting and will be held by the Landlords Agent (Savills L & P) *in lieu* of any dilapidations or other obligations not met during the tenancy. The prospective tenant

will be responsible for any legal fees incurred in connection with the tenancy agreement, and for any abortive legal fees incurred once a tenancy has been accepted by the Landlord. Single prospective tenants will be required to provide a Guarantor to the tenancy.

b) Rent

Rent will be due monthly in advance on a monthly basis and reviewed every two years.

c) Repairs

The tenant will be responsible for all internal decorations, carpets and curtains, together with cleansing of gutters (this may need to be done once per week if necessary between 1 November and Christmas each year), drains and waste pipes. The tenant is responsible for any damage whatsoever caused to the property by him or herself, his or her family, friends or other persons at the property as a result of his or her occupation. The Landlord will be responsible for all other repairs to the property under section 11 of the Landlord and Tenant Act 1985.

All fences, gates and hedges are the responsibility of the tenant to keep in good repair. The chimneys will be cleaned prior to the commencement of a letting and a tenant will be required to leave them in a similar state at the end of the tenancy.

d) Garden

The garden area, including where applicable any land, paddocks, orchards, etc. included in the tenancy shall be kept neat and tidy. All boundary hedges should be cut at least once in each year of the tenancy.

e) Outgoings

The tenant will be responsible for all outgoing whatsoever in connection with the property including Council Tax payments.

f) Pets

Any pets kept at the premises must be with the written permission of the Landlord and kept under strict control at all times within the boundaries of the letting.

g) Vermin and Sporting Rights

The tenant is strictly responsible for the control of rats and mice around the property. The sporting rights are excluded from the Tenancy.

4. VIEWING

The property may only be viewed by appointment. Prospective tenants are asked to telephone the Estate Office to request an accompanied viewing. **No viewings will be permitted without prior arrangement.**

5. TENDERS

The property is to be let by informal tender on an official tender form. All tenders will be considered and short-listed applicants will be invited for an interview shortly thereafter. A guide rent per calendar month is given at the front of these particulars, this is the minimum rent we expect to let the property for. **Prospective tenants should submit an affordable tender as the top tender will not necessarily be successful.**

The Landlord is not under any obligation to accept the highest or any tender submitted.

6. REFERENCES

A financial reference and at least three other references - current landlord, employer and one other - will be required (excepting existing estate tenants). The names and addresses only of bank and referees are required with the tender, not the full reference.

S N Fairbank MRICS FAAV
Agent

IMPORTANT NOTICE

Misrepresentation Act 1967 and the Property Misdescription Act 1991

The Birdsall Estates Company Limited as the owners of this property give notice that:

1. The particulars are set out as a general outline only for the guidance of intending Lessee(s) and do not constitute part of an offer or contract. Should there be any discrepancy between these particulars and the contract or lease, the latter shall prevail.
2. All descriptions, dimensions, references to condition, necessary permissions for use and occupation and other details are given in good faith and are believed to be correct. The property is let with all faults and defects, whether of condition or otherwise, and the Lessor is not responsible for such faults and defects or of any statements contained in the particulars of the property.
3. The Lessee(s) shall be deemed to acknowledge that he/she has not entered into any lease in reliance on any said statements, that he has satisfied himself as to the contents of each of the said statements, in inspection or otherwise, and that no warranty or representation has been made by the Lessor or the said agents in relation to or in connection with the property.
4. Any error, omission or mis-statement in any of the said statements shall not entitle the Lessee(s) to rescind or to be discharged from a lease, nor entitle either party to compensation or damages, not in any circumstances to give either party any cause for action.
5. No person in employment of The Birdsall Estates Company Limited has any authority to make or give any representation or warranty whatsoever in relation to the property.