

ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a residential dwelling

Important Notes for Tenants

- .. This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.
- .. Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually. Where the tenancy is subject to deposit protection then joint tenants may have to nominate a lead tenant to act on their behalf with the Landlord or Tenancy Deposit Scheme provider or their alternative dispute resolution service provider.
- .. If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
3. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
4. Section 11, Landlord and Tenant Act 1985 – these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. This agreement has been drawn up after consideration of the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements.

More Information

For more information on using this tenancy agreement please refer to the 'Letting Information Point' on The Letting Centre website. Website address: www.letlink.co.uk

THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Acts

Date:

Landlord(s):

Landlord's Address:

Telephone:

Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address

Tenant(s):

Property: **The dwelling known as:**

Contents: **The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory.**

Term: **Commencing on**

Expiring on

Rent: **£ Per Calendar Month.**

Payment: **In advance by equal payments Monthly of £ on the TBC of each month.**

Deposit: **A deposit of £ is payable on signing this Agreement. It is protected by the following scheme - Tenancy Deposit Scheme (TDS)**

Deposit Protection Service (DPS) / Tenancy Deposit Solutions (SOL)

Furnishing: **The property is let on a Furnished basis.**

Management: **This Property is managed directly by the Landlord/Agent**

*** Lead Tenant is the first name listed above**

1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above.
2. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to pay and compensate the Landlord for the reasonable costs of any breach of those obligations. It is specifically agreed that this money is not to be used by the Tenant as payment for any rent due under this agreement. No interest shall be payable on this Deposit. The balance of the Deposit to be paid to the Tenant as soon as reasonably possible after conclusion of the tenancy, less any reasonable costs incurred for the breach of any obligation as agreed by the appropriate deposit scheme, details of which are contained in the scheme's deposit information leaflet and website.

The Tenant agrees with the Landlord:

3. Rent & charges

(3.1) To pay the Rent on the days and in the manner specified to the Landlord.

(3.2) To pay promptly to the authorities to whom they are due, council tax, water and sewerage charges, gas, electric and telephone (if any) relating to the Property, where they are incurred during the period of the agreement, including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected. The Tenant agrees to notify the Landlord prior to changing supplier for any of the utility services stated above.

(3.3) That in the case of a breach of the terms of the tenancy by the tenant, a reasonable administrative charge may be made in addition to the costs of any remedial work, in order to compensate the Landlord or his Agent his reasonable expenses.

(3.4) The Landlord **reserves the right** to increase the rent by 5% on the anniversary of this agreement should the tenant remain in occupation of the property after the expiry of any fixed term.

(3.5) To pay the Landlord or his agent administration costs; for copy documentation £5.00 per item plus VAT, or sending rent chasing letters or telephone reminders £7.50 VAT, for administering and dealing with bounced cheque £15.00 plus VAT, for preparing and serving a schedule of dilapidations £20.00 plus VAT, for extra visits to the property after the tenancy has ended if required as a result of tenants neglect or other failure to comply with the terms of this agreement £25.00 plus VAT, for returning overpaid rents due to standing orders not being cancelled £10.00 plus VAT.

4. Use of the Property

- (4.1) Not to assign, or sublet, part with possession of the Property, or let any other person live at the Property except that during the fixed term of the tenancy the Tenant may assign or sublet with the Landlord's express consent which will not be unreasonably withheld. Such consent, as a variation of the tenancy agreement to be agreed in writing.
- (4.2) To use the Property as a single private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so.
- (4.3) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property.
- (4.4) Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance, damage or annoyance to a person residing, visiting or otherwise engaged in lawful activity or the occupiers of the neighbouring premises.
- (4.5) Not to keep any cats or dogs at the Property and not to keep any other animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbours) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord.
- (4.6) Not to use the Property for any illegal or immoral purposes.
- (4.7) Where the Landlord's interest is derived from another lease ("The Headlease") then it is agreed that the Tenant will observe the restrictions in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached.

- (4.8) Items in the inventory are in good condition, unless noted to the contrary.
- (4.9) Not to keep or store any bicycles/motorised vehicle equipment or appliance of any type whatsoever within the premises or common parts except in the position (if any) specifically designated by the landlord for the purpose.
- (4.10) Not to damage or injure the premises or make any alterations or additions to the premises, including putting up shelves (without consent) and decorating.
- (4.11) Not to smoke in the Property.

5. Repairs

- (5.1) Not to damage the Property and Contents or make any alteration or addition to the Property without the written permission of the Landlord not to be unreasonably refused.
- (5.2) To keep the interior of the Property and the Contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted, and to keep the Property reasonably aired and warmed.
- (5.3) To pay the reasonable costs reasonably incurred by the Landlord in replacing or repairing any furniture or other contents, lost, damaged or destroyed by the Tenant or at the option of the Landlord, replace immediately any furniture or other contents, lost, damaged or destroyed by the Tenant, and not to remove or permit to be removed any furniture or other contents from the Property.
- (5.4) That the Landlord or any person authorised by the Landlord may at reasonable times of the day on giving 24 hours' written notice, (unless in the case of an emergency) enter the Property for the purpose of inspecting its condition and state of repair.
- (5.5) To keep the gardens (if any) driveways, pathways, lawns, hedges and rockeries as neat, tidy and properly tended as they were at the start of the tenancy and not remove any trees or plants.
- (5.6) To replace all broken glass in doors and windows damaged during the tenancy where the damage has been caused by the Tenant, a member of the Tenant's family or their guests.
- (5.7) Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord, such consent not to be unreasonably withheld, and the cost of providing a set of keys for the Landlord to be met by the Tenant.
- (5.8) To notify the Landlord promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property.
- (5.9) Not to affix any notice, sign, **blue-tack**, attach poster or other thing to the internal or external surfaces of the Property in such a way as to cause damage.
- (5.10) To take all reasonable precautions to prevent damage by frost. Leave heating on twice a day whilst away or over the Christmas period.
- (5.11) In order to comply with the Gas Safety Regulations, it is necessary:
 - a) That the ventilators provided for this purpose in the Property should not be blocked.
 - b) That brown or sooty build up on any gas appliance should be reported immediately to the Landlord.
- (5.12) Not to cause any blockage to the drains, pipes, sinks or baths.
- (5.13) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent.
- (5.14) That the Tenant shall be responsible for testing all smoke detectors (if any) fitted in the Property on a regular basis and replace the batteries as necessary.

6. Other tenant responsibilities

- (6.1) Within seven days of receipt thereof, to send to the Landlord all correspondence addressed to the Landlord or the owner of the Property and any notice order or proposal relating to the Property (or any building of which the Property forms part) given, made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority.
- (6.2) To pay the Landlord fully for any reasonable costs or damage suffered by the Landlord as a consequence of any breach of the agreements on the part of the Tenant in this Agreement.
- (6.3) During the tenancy to permit the Landlord or any person authorised by the Landlord at reasonable hours in daytime to enter and view the Property with prospective tenants or purchasers, having first given the Tenant a reasonable period of notice.
- (6.4) That where the Property is left unoccupied, without prior notice in writing to the Landlord, for a prolonged period, the Tenant has failed to pay rent for that period, has shown no intention to return, the Tenant is deemed to have surrendered the Tenancy. This means that the Landlord may take over the Property and re-let it.
- (6.5) To properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended and where the Property is left vacant for more than 28 consecutive days and the rent is paid, to notify the Landlord or his agent, and to allow him access to the property in order to secure it where necessary.
- (6.6) The tenant agrees that only he or she will contact the landlord's office with any complaints or maintenance problems. The landlord will not enter into correspondence or conversation with any third party even if related to the Tenant.
- (6.7) Ensure that all electrical and mechanical equipment is used in an appropriate manner and kept in good working order.
- (6.8) Not to change or install utility providers, satellite dish or roof aerial without express prior written consent from the Landlord or Agent.
- (6.9) Not to wear any footwear which may cause damage to hard floor areas within the Property.

7. End of tenancy

- (7.1) To return the Property and Contents at the end of the tenancy in the same clean state or condition as they were at the commencement of the tenancy.
- (7.2) To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy.
- (7.3) The tenant will hand over the keys issued and any duplicates to the Landlord by 12 noon on the last day of the tenancy or such other time which has been mutually agreed.

8. The tenancy deposit

The Deposit of £ is paid by the Tenant to the Landlord/Agent.

The Deposit is held by:

The Agent as Stakeholder.

Any interest earned will belong to the Agent.

The Deposit has been taken for the following purposes:

Any damage, or compensation for damage, to the Property its fixtures and fittings or for missing items for which the tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the

age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlord.

The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the tenancy agreement, including those relating to the cleaning of the Property, its fixtures and fittings.

Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable.

Any rent or other money due or payable by the tenant under the tenancy agreement of which the Tenant has been made aware and which remains unpaid after the end of the tenancy.

9. Notices

- (9.1) The Landlord may bring this tenancy to an end by giving written notice to the tenant of **not less than two months** notice, to expire, at the end of the fixed term (not less than 6 months from the tenancy start date). Or if notice is served after the end of the fixed period to expire at the end of a complete rental month.
- (9.2) If the Tenant wishes to leave on the last day of the fixed period the Tenant must give the Landlord **one months written notice** of the intention to vacate the premises.
- (9.3) If the tenant wishes to leave **after** the end of a fixed period the tenant must give the Landlord **one months written notice** of the intention to vacate the premises expiring at the end of a complete rental month.
- (9.4) At the end of the fixed term, if neither the Landlord or the Tenant has given notice to the end of the tenancy, it will become a statutory periodic assured shorthold tenancy on the same terms as contained in this agreement.

10. The Landlord agrees with the Tenant that:

- (10.1) The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent, however this does not preclude the Landlord from taking action through the courts should the Tenant fail to pay the rent due or be in breach of the Tenancy Agreement
- (10.2) The Landlord will return to the Tenant any rent payable for any period during which the Property may have been rendered uninhabitable by fire or any other risk which the Landlord has insured
- (10.3) Subject to the condition that a Landlord must obtain a court order for possession of the Property before re-entering the premises; if the Tenant does not:
 - (a) pay the rent (or any part of it) within 14 days of the date on which it is due; or
 - (b) comply with the obligations set out in the agreement,then the landlord may re-enter the Property and end the Tenancy.

This right must be exercised in the correct way through the Courts and only the Court can order the Tenant to give up possession of the Property.

- (10.4) The Landlord will keep the Property and the Landlord's Contents insured against loss or damage by fire, lightning, explosion, aircraft, riot, civil commotion, strikes, lockouts, earthquakes, storm or flood, escape of water from any tank apparatus or pipe, impact of any road vehicle, accidental escape of water from any automatic sprinkler installation, theft, subsidence ground heave or landslip, accident and any other risks perils and usual contingencies as the Landlord may properly deem necessary in the full cost of rebuilding and reinstatement including architects and other professional fees the costs payable on applications for planning permission or other permit or consent that may be required in relation to the rebuilding or reinstatement of the Property the cost of debris removal demolition site clearance and any works that may be required by statute and incidental expenses and one year's loss of Rent.

12. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 (see note 4).

13. In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"The Landlord" includes the persons who during the period of the tenancy have a legal interest in the Property.

"The Tenant" includes those who might inherit the tenancy. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually. Joint and several liability means that any one of the members of a party can be held responsible for the full rent and other obligations under the agreement if the other members do not fulfil their obligations.

14. The parties agree:

(14.1) Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home; or intends to occupy the Property as his or her only or main home.

(14.2) The tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988.

(14.3) Before the Landlord can end this tenancy, he shall serve any notice(s) on the Tenant in accordance with the provisions of the Housing Acts. Such notice(s) shall be sufficiently served if served in accordance with section 196 of the Law of Property Act 1925 (see note 5).

15. The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto.

16. Miscellaneous

(16.1) If premises comprise part only of a building the letting shall also include the use of any common areas including access ways to and from the building, jointly with other similarly entitled.

17. Compulsory Tenants Content Insurance Clause

The landlord grants the tenancy of the premises to the named tenant upon the condition that the Tenant holds insurance that the Landlord or his Agent considers adequate to protect the Tenant's personal possessions and accidental damage caused by the tenant to the furniture, fixtures and fittings at the premises as described in the attached inventory or to any apartment above/below. OR:

The Tenant must provide the Landlord or his Agent with a copy of his current insurance certificate prior to the commencement of the tenancy detailing the cover held, the name and address of the insurer, the policy number and the date of renewal.

THE FIRST SCHEDULE *(attach a separate sheet if necessary)*

Special conditions:

SIGNED by the LANDLORD(s) :-

In the presence of :-

Name: _____

Address: _____

Occupation: _____

Witness Signature _____

SIGNED by the TENANT(s) :-

In the presence of :-

Name: _____

Address: _____

Occupation: _____

Witness Signature _____

FIRST SCHEDULE (Special Conditions under TDS Deposit Protection Scheme)

TDS (The Dispute Service) Protection of the deposit

The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd, PO Box 541, Amersham, Bucks, HP6 6ZR. Telephone: 0845 226 7837

email: deposits@tds.gb.com fax: 01494 431 123

At the end of the tenancy

(i) The Agent/Member must tell the tenant within 10 working days* of the end of the tenancy if they propose to make any deductions from the Deposit.

(ii) If there is no dispute the Member/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.

(iii) The Tenant should try to inform the Member/Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 20 working days* after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

(iv) If, after 10 working days* following notification of a dispute to the Agent/Member and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.

(v) The time limit for raising a dispute is 3 months after the end of the Tenancy. After this time any disputes must be dealt with through the courts rather than The Dispute Service

(vi) The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses above.

** These time scales cannot be changed. The Agent cannot reduce the time a Tenant has available to raise a dispute.*

Procedure For Deposit Protection Service

Deposit Protection Scheme:

The deposit will be protected by The Deposit Protection Service (The DPS) in accordance with the Terms and Conditions of The DPS. The Terms and Conditions and ADR Rules governing the protection of the deposit including the repayment process can be found at www.depositprotection.com. Or Tel: 0870 707 1707 Fax: 0870 7036206, The Pavillions, Bridgewater Road, Bristol, BS99 6AA.

The Deposit will only be repaid at the end of the tenancy when the conditions in paragraph and any other tenant obligations have been completed and the Landlord and Tenant have agreed, or a dispute has been adjudicated by the ADR service, or on order of a court.

If either party is not contactable at the end of the tenancy then the other may use the "Statutory Declaration" procedure listed for single claims (ie. Claims by only one party) in Schedule 10 of the Housing Act 2004 as amended.

If the Landlord and the Tenant do not agree with each other about the amount of Deposit refund at the end of the tenancy they may either apply to The Deposit Protection Service for the free alternative dispute resolution service or seek a county court order for judgement on their claim.

The Deposit Protection Service offer free dispute resolution for Deposits held by them. The service is provided by the Chartered Institute of Arbitrators (though applications should be made to The Deposit Protection Service). The Deposit value is as per prescribed information above.

Protection Sei

The address of the property is as per prescribed information above.

The contact details of the landlord are as per prescribed information above.

The contact details of the tenant are as per prescribed information above.
Information about any relevant persons as per prescribed information above.

The reasons for possible deductions from the Deposit are listed in the tenancy agreement.

The lead tenant is the first name on the tenancy, this person is responsible for all correspondence regarding the deposit return and dispute service.

Tenancy Deposit Solutions Limited

The deposit above will be protected by the Tenancy Deposit Solutions Scheme www.mydeposits.co.uk,
info@mydeposits.co.uk, 3rd Floor, Kingmaker House, Station Road, New Barnet, Hertfordshire, EN5 1NZ,
0871 703 0552

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