

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.

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.

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.....

.....

.....

*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.....

Rent: £.....

Payment: in advance by equal payments.....on the.....

Deposit: A deposit of £..... is payable on signing this Agreement

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 possible after the conclusion of the tenancy, less any reasonable costs incurred for the breach of any obligation

3. The Tenant agrees with the Landlord:

## **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

## **Use of the Property**

(3.3) 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

(3.4) 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

(3.5) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property

(3.6) 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

(3.7) 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

(3.8) Not to use the Property for any illegal or immoral purposes, not to use the property for business purposes

(3.9) 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

## **Repairs**

(3.10) 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

(3.11) 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

(3.12) 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

(3.13) 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. The Tenant shall permit the Property to be viewed on reasonable notice (of at least 24 hours) at all reasonable times during the final weeks of the Tenancy

(3.14) To keep all 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. Tenants should not alter the gardens in any way without first consulting the Landlord in writing.

(3.15) 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

(3.16) 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

(3.17) To notify the Landlord promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property

(3.18) Not to affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause damage

(3.19) To take all reasonable precautions to prevent damage by frost

(3.20) 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

(3.21) Not to cause any blockage to the drains, pipes, sinks or baths

(3.22) Tenants are fully responsible for the testing of smoke detectors and ensuring batteries are replaced when necessary. We recommend tenants test smoke alarms at least once a week.

#### **Other tenant responsibilities**

(3.23) 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

(3.24) 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

(3.25) Within the last two months of 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

(3.26) 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

#### **End of tenancy**

(3.27) 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

(3.28) 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

4. The Landlord agrees with the Tenant that:

(4.1) The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord, 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

(4.2) 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

5. 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

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

7. 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 fulfill their obligations

8. The parties agree:

(8.1) 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

(8.2) 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

(8.3) 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)

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

## **THE FIRST SCHEDULE**

*Attach a separate sheet if necessary*

Special conditions: Please note this is a no smoking property, therefore if you intend to smoke you must obtain permission from your Landlord or Agent. If you do not your property bond may be at risk at the end of the tenancy.

The landlord may carry out a rent review at the end of this fixed term tenancy, this may result in a rent increase. You will be notified in accordance with the Housing Act should this be the case.

Ending The Tenancy: The Tenancy Agreement may not be terminated during the initial fixed period. If you wish to end the tenancy after the initial fixed term period you must provide at least one months notice in writing. If you terminate your contract after the initial fixed term your one month notice period will begin on the day after your next rent is due, written notice must be received in writing by the Landlord or Agent. If you wish to terminate your contract at the end of the initial fixed period you must ensure written notice is received by the Landlord or Agent no later than one month before your fixed term tenancy is due to end.

Your Landlord will lodge your deposit with a government approved tenancy deposit scheme - you will receive written confirmation to show where your deposit is being held.

SIGNED by the LANDLORD(s).....

In the presence of

Name.....

Address.....

.....

.....

Occupation.....

Witness Signature.....

ALL TENANTS SIGN ON THIS LINE ONLY.....

.....

WITNESS SIGN AND ADD DETAILS BELOW

Name.....

Address.....

.....

.....

Occupation.....

Witness Signature.....