

ASSURED SHORTHOLD TENANCY AGREEMENT

dated

[DATE]

between

[LANDLORD]

and

[TENANT]

relating to

[PREMISES ADDRESS]

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.

If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

AGREEMENT

This is an Assured Shorthold Tenancy under Section 19A of the Housing Act 1988, as amended under Part 3 of the Housing Act 1996

1. GRANTING THE TENANCY

Parties: (A) [Landlord] hereinafter called ‘THE LANDLORD’

AND

(B) [Tenant] hereinafter called ‘THE TENANT(S)’

AND

(C) [Guarantor] hereinafter called ‘THE GUARANTOR(S)’

The obligations under this Agreement apply to and are enforceable against all Tenants and Guarantors jointly and severally.

Property: The Landlord lets and the Tenant(s) take the Premises situated at and known as:

[Premises Address]

hereinafter called ‘THE PREMISES’, together with fixtures, fittings, furniture and effects therein which are specified in the attached inventory signed by the Landlord and the Tenant and collectively referred to herein as ‘THE CONTENTS’.

Tenancy Date: This Agreement is made the [Day] day of [Month] [Year].

Term: The tenancy is for a Fixed Term period of 6 months commencing on [Start Date] and expiring on [End Date]. The Tenant understands that the Landlord will be entitled to recover possession of the Premises at the end of the Fixed Term. If, after the Fixed Term period both Landlord and Tenant wish to continue the tenancy it will continue from month-to-month as a Statutory Periodic Tenancy, in accordance with Section 5 of the Housing Act 1988.

Notice Period: If the Tenant wishes to end their tenancy at the end of the Fixed Term period they must give the Landlord a minimum of one month’s notice, which must end on the Fixed Term expiry date above. If the Tenant wishes to end the Statutory Periodic Tenancy they must give the Landlord a minimum of one month’s notice, which must end the day before a rent payment day. If the Landlord wishes to end the Statutory Periodic Tenancy they must give the Tenant a minimum of two month’s notice, which must end the day before a rent payment day.

Agreed Rent: The agreed rent is [Rent] per calendar month, which is to be paid in advance without any deduction whatsoever on the [day] of each month by Direct Debit into the Landlord’s nominated bank account, the first such payment being due on the signing of this Agreement. On each anniversary of the date of this Agreement the rent may be increased in line with the Retail Price Index, or by 5%, whichever is the greater.

Deposit: The Landlord acknowledges receipt from the Tenant the sum of [Security Deposit] by the way of a (non-interest bearing) deposit, which will be held by the Landlord as stakeholder. The deposit will be protected by Tenancy Deposit Solutions Limited in accordance with their Terms and Conditions. The Terms and Conditions and Alternative Dispute Resolution rules governing the protection of the deposit, including the repayment process can be found at www.mydeposits.co.uk. The Tenant pays the Deposit as security for the performance of their obligations and to pay and compensate the Landlord for any breach of those obligations. It is agreed that this sum shall not be transferable by the Tenant in any way and at any time against payment of the rent.

Arbitration: The Tenant hereby agrees that should a dispute arise between them and the Landlord with regards to any other matter in any way covered by the tenancy of the above-mentioned property to let [Solicitors] act as arbitrators and agrees to be bound by their decision.

Tenant(s) Signature(s)

2. THE TENANT HEREBY COVENANTS

- 2.1. To pay the rent on the day and in the manner aforesaid, otherwise to pay:
- 2.1.1. **£35 administrative fee for each occurrence of a failed Direct Debit payment** (unless fault lies with the Landlord, or his bank). Where a Direct Debit payment has failed, the Landlord's bank will automatically attempt to collect the Direct Debit payment again after 7 days, including the above fee. If the Tenant makes a refund request to their bank that they are not entitled to, the Tenant must pay the Landlord a **£75 debt recovery fee**, in addition to refunding the principal debt immediately.
- 2.1.2. **5% surcharge on any cash payments** to cover collection and banking
- 2.1.3. **Interest at the rate of 4% per annum over the current Bank of England base rate on any rent arrears of more than fourteen days, or any other payments due under this Agreement**, calculated from the date upon which such payment became due to be paid, to the date upon which it is actually paid
- 2.1.4. If any rent, or money payable by the Tenant to the Landlord under the provisions of this Agreement is not paid within fourteen days after the day it became due, the Tenant must pay the Landlord a **£25 debt recovery fee** and thereafter a **£15 administrative fee** will be charged for every further reminder letter, fax, email or SMS written to attempt recovery of the outstanding money. Any sum remaining outstanding fourteen days after the day it became due may be referred to debt recovery agents and their fees charged to the Tenant.
- 2.2. To pay and indemnify the Landlord against all rates, charges and taxed assessments (of annual or recurring nature) and all water sewerage charges in respect of the Premises and for all gas and electricity consumed or supplied on or off the Premises (including all fixed, standing and re-connection charges) and all charges for the use of the telephone (if any) at the Premises, including rent and repair during the term of which a proper proportion of the amount of any such charges to be assessed according to the duration of the term.
- 2.3. To keep:
- 2.3.1. the interior (including but not limited to the painting, decoration, and papering thereof) and the exterior (including but not limited to the gardens) of the Premises clean and tidy;
- 2.3.2. all those parts of the Premises that the Landlord is not liable to repair in as good and tenable state of repair and condition as at the beginning of the Term, 'reasonable wear & tear' excepted;
- 2.3.3. the Property at all times well and sufficiently aired and warmed during the tenancy.
- 'Reasonable Wear & Tear' is defined as "unavoidable detriment occurring as a result of reasonable, non-negligent use, which cannot be corrected by professional cleaning methods". Otherwise, it is classed as damage and may result in deductions from the Tenant's security deposit.**
- 2.4. Not to cause or suffer any damage or injury to be done to the Premises not by yourself; your family, servants or Agents, nor make any alterations or additions to the Premises of the style or colour of the decorations, nor erect any other buildings or structure whatsoever without the Landlords consent in writing, nor 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, to replace all broken glass in doors and windows damaged during the tenancy and not to glue, stick or otherwise fix anything whatsoever to the exterior or interior of the Property without the Landlord's written consent.
- 2.5. **In the event that the Landlord or his Agent are called-out during office hours to allow the Tenant entry to the property, a call-out charge of £25 will be levied, which will increase to £50 if the call-out is between the hours of 6.00pm and 9.00am. Replacement keys will be charged at three times cost.**
- 2.6. To use the Premises in a tenant-like manner.
- 2.7. **To keep the decoration, carpets and curtains clean and in good repair and condition, maintain all electrical/mechanical equipment in good working order and perform minor household maintenance** (including, but not limited to renewing light bulbs, tap washers, bath / shower sealant, etc), 'reasonable wear & tear' excepted. To immediately pay the Landlord or his Agent the value of replacement of any furniture or effects lost damaged or destroyed, or at the option of the Landlord replace any of the Contents which may be broken, lost, destroyed or damaged by the Tenant, his family, friends, servants or Agents so as to be unusable with others of similar value and appearance.

Tenant(s) Signature(s)

- 2.8. **Should the property be fitted with smoke/fire or carbon monoxide detectors; to keep any and all such devices in good working order; to ensure that they are checked on a regular basis** (periods between checks not to exceed six months) and to notify the Landlord or his Agents immediately should the units become faulty. Not to remove or reposition within the property any such devices.
- 2.9. **To clean the windows of the Premises inside and outside as often as may be necessary** to restore them to the condition that they were provided at the commencement of the term.
- 2.10. Not by himself, his family, servants, or Agents to lop, cut down, remove or otherwise injure any trees, shrubs or plants growing at the Premises, nor alter the general character of the garden (if applicable), including all driveways, pathways, lawns, hedges and rockeries, but keep them neat, clean, tidy and weed-free at all times and in seasonal order as at the start of the tenancy.
- 2.11. Not to remove, permit, cause or suffer to be removed any of the Contents from the Premises or from the respective positions in the Premises that they occupy at the commencement of the Term.
- 2.12. Not at any time to bring onto the Premises, or any part thereof a waterbed of any description, portable heaters fired by liquid or bottled gas fuels, nor permit or cause or suffer the same to be brought onto the Premises, or any part thereof, nor smoke, or permit any smoking at the property without the written consent of the Landlord.
- 2.13. Not to carry on, permit, cause or suffer to be carried out any business, trade or profession upon the Premises, nor receive any paying guests, but use the Premises only as a single private residence for the maximum number of residents (as listed under Parties (B) and their children).
- 2.14. Not to permit, cause or suffer to be done on the Premises anything which may be, or become a nuisance or annoyance to the Landlord or the occupier of any adjoining Premises, or which may render the Landlord's insurance of the Premises void or voidable, or increase the rate of premium for such insurance.
- 2.15. Not to use, permit, cause or suffer the Premises to be used for any illegal or immoral purpose.
- 2.16. Not to make any noise or play any radio, television set, hi-fi or any other music system or musical instrument in or about the Premises between the hours of 11 p.m. and 7 a.m. so as to be audible outside the Premises, nor permit, cause, or suffer the same.
- 2.17. Not to block or cause any blockage to the drains, pipes, gutters and channels in, or about the Premises, nor any ventilation provided for the purpose of Gas Safety.
- 2.18. No washing machine in the Property shall be operated and, in particular, shall not be left to operate by itself automatically, unless the Tenant is present at all times in the Property during such operation. **The Tenant shall be solely and fully responsible for any damage to the Property and all Fixtures, Fittings, Furnishings and Effects therein caused as a result of the breach of this Clause.**
- 2.19. With the exception of pilot lights on gas-operated water heaters (but not on gas cookers), electrically operated clocks and such other items designed for continuous operation, all gas and electrical equipment shall be turned off at all times when the Tenant is not in the Property. **The Tenant shall be solely and fully responsible for any damage to the Property and all Fixtures, Fittings, Furnishings and Effects therein caused as a result of the breach of this Clause.**
- 2.20. The Tenant shall not introduce into the property any gas appliance without the prior written consent of the Landlord. The Tenant shall produce to the Landlord on an annual basis a gas safety certificate for any such appliance.
- 2.21. To keep all electric lights in good working order and in particular to replace all fuses, bulbs, fluorescent tubes and starters as and when necessary.
- 2.22. Not to assign, under-let, share or part with possession or cease occupation of the whole or any part of the Premises without the Landlord's prior written consent, not to be withheld unreasonably, or sell, charge or share possession of the Contents or any of them.

Tenant(s) Signature(s)

- 2.23. Not to keep, permit or suffer to be kept at the Premises or any part thereof any dog, cat, bird, or other living creature whatsoever without the Landlord's written consent, not to be withheld unreasonably. Where consent is granted, the Tenant agrees to abide by the Pet Policy terms in Schedule 1 attached to this agreement.
- 2.24. Not to allow the Property to be occupied as a 'House in Multiple Occupation', or contrary to the terms of this Agreement, use the property in such a way as to require it to be licensed under the Housing Act 2004. **This will usually apply if the Tenant permits additional people to live in the property.**
- 2.25. The Tenant irrevocably authorises the Local Authority Benefits Service, Post Office and the relevant utility companies (gas, electricity, water and telephone) to disclose to the Landlord all relevant financial and other information relating to the tenant and the property, where such information is required for the Tenant to satisfactorily discharge his or her obligations under this tenancy. This authority shall extend to disclosure of the Tenant's whereabouts, if the Tenant has left the Property with rent, or other monies owing. It is also a condition of this tenancy Agreement that the Tenant allows payment of any Housing Benefit claim directly to the Landlord, where such opportunity exists.
- 2.26. To permit the Landlord, or his Agents, having been given 24 hours notice, at reasonable hours in the daytime (unless in the case of emergency) to enter the Premises to view their state and condition and that of the Contents, to take inventories and to execute repairs and other necessary works upon the Premises, or any part of the building of which the Premises form part, or any adjoining or adjacent building, or permit the Landlord or his Agents to give notice to the Tenants of all the dilapidations, wants of repair, cleansing, painting, restoration to the interior of the Premises there found and of all such breakage, loss, destruction or damage of, or to the Contents as the Tenant shall be bound to make good there found and by such notice require the Tenant to repair, cleanse, paint, restore or make good the same within one month from the service of such notice and if the Tenant fails by himself, his servants or Agents to execute the said work within the said period the Landlord to enter upon the Premises to execute the said work at the Tenants expense. **In the event that the Landlord or his Agent attends the property by prior appointment and the Tenant is absent, or otherwise prevents entry to the property, a call-out charge of £25 will be levied, which will increase to £50 if the appointment is between the hours of 6.00pm and 9.00am.**
- 2.27. To permit the Landlord or his Agent at reasonable hours in the daytime to enter the Premises during the last two months of the term with prospective Tenants and at any time with the prospective purchasers of the Landlords interest in the Premises.
- 2.28. To notify the Landlord forthwith in writing of any defect in the Premises other than such as the Tenant is liable to remedy as soon as is practicable after such a defect comes to the notice of the Tenant. If the Tenant requests a repair and on inspection the problem has been caused by a failure on the part of the Tenant (i.e. drains blocked by the Tenant's waste, or boiler repair claims caused by not having any credit on a utility meter), the Tenant agrees to be responsible for the reasonable cost of the contractors visit.
- 2.29. Not to leave the property vacant or unoccupied for a period in excess of 14 days without first giving Notice to the Landlord of the intention so to do and obtaining a written acknowledgement of such Notice from the Landlord.
- 2.30. Within 7 days of receipt of any notice given or any order made by any authority in respect of the Premises to give full particulars thereof to the Landlord and take all reasonable steps to comply with the same and join with the Landlord in taking such other reasonable action thereto as the Landlord may decide.
- 2.31. The Tenant hereby acknowledges responsibility for insuring any belongings that are brought into the property and are not owned by the Landlord.
- 2.32. At the end of the term:
- 2.32.1. to yield up the Premises and Contents and any articles substituted for the same in such state of repair or condition as shall be in accordance with the Tenant's obligation under this Agreement.
- 2.32.2. **to make good or pay for the repair or replacements of such of the Contents as have been broken, lost or damaged during the Term, 'reasonable wear & tear' excepted.**
- 2.32.3. to arrange, at the expense of the Tenant, for the Property to be professionally cleaned (evidenced by printed receipts or similar) as required to reinstate the Property to the same order as it was provided at the commencement of the tenancy, 'reasonable wear & tear' excepted, **including the washing & ironing of all nets and curtains, cleaning the oven and shampooing the carpets.**
- 2.32.4. to leave the Contents in the rooms and places in which they were at its commencement.

Tenant(s) Signature(s)

2.33. In the event of the Tenant giving Notice of his intention to vacate before the termination of this Agreement, the Tenant agrees to pay any reasonable costs incurred in the re-letting, together with the rent until a new tenancy takes effect, up to and including the full term of this Agreement. Requests to vacate the property prior to the ending of this lease must be submitted in writing and must be agreed by the Landlord or his Agent.

2.34. The Tenant hereby acknowledges that removal from the property of their belongings will be deemed as voluntary surrender of the property. The Landlord will be free to enter the property. The Tenant acknowledges that this does not negate any legal obligation they have under the terms of this Agreement.

3. THE LANDLORD HEREBY COVENANTS

3.1. To permit the Tenant, so long as he pays the rent and performs his obligations under this Agreement quietly, to use and enjoy the Premises during the Term without any interruption from the Landlord or any person rightfully claiming under, or in trust for the Landlord.

3.2. To keep in repair the structure and exterior of the Premises (including the drains, gutters and external pipes) and insure against damage by fire.

3.3. To keep in repair and proper working order the installations in the said Premises, in accordance with Section 11 of The Landlord & Tenant Act 1985.

3.4. This Agreement shall not be construed as requiring the Landlord:

3.4.1. to carry out any works or repairs for which the Tenant is liable by virtue of his duty to use the Premises in a tenant-like manner.

3.4.2. to rebuild or reinstate the Premises in case of destruction or damage by fire or by tempest, flood or other inevitable accident.

3.4.3. to repair or replace any portable electrical equipment, or fixed appliances that fail during the course of the tenancy, in accordance with Section 11 of The Landlord & Tenant Act 1985.

3.4.4. to keep in repair or maintain anything that the Tenant is entitled to move from the Premises.

3.5. In determining the standard of repair required by this clause, regard shall be had to the age, character and prospective life of the Premises.

4. PROVIDED ALWAYS THAT

If the Tenant shall commit a breach of any of the several Agreements and stipulations herein contained, or if the Tenant shall become bankrupt or assign his estate or execute any Deed of Arrangement for the benefit of his Creditors, or if the Premises shall be left vacant or unoccupied for more than 14 days without the Landlord or his Agent having been previously notified in writing, or if any of the grounds listed in Schedule 2 of the Housing Act 1988 shall apply; namely Grounds 2, 8, 10-15 inclusive & 17, then in such case it shall be lawful for the Landlord at any time thereafter to re-enter upon and take possession of the said Premises and the said fittings and fixtures and effects and immediately thereupon the Tenancy hereby created may be determined but without prejudice to any right of action which the Landlord may have to recover all such rent in arrears and damages in respect of any breach of this Agreement.

5. THE DEPOSIT

5.1. The Deposit taken is by way of a non-interest bearing deposit. The Landlord agrees to repay the deposit to the Tenant by personal cheque, after deducting all arrears of rent and any other reasonable sums that may then be due from the Tenant to the Landlord as a result of any breach by the Tenant or any of the Tenants obligations under this Agreement.

5.2. The Tenant shall not be entitled to repayment of the Deposit, or any part thereof until 7 days after the end of the Term and only then once the Tenant has vacated the property, the keys have been returned and the Landlord and/or his Agent have had the opportunity to inspect the property. The deposit will be returned providing that the rent is up to date and only then providing that:

5.2.1 **all bills are paid** (gas, electric, water, council tax, cable television, telephone, etc) and receipts provided.

Tenant(s) Signature(s)

- 5.2.2 **the Premises are returned in the condition in which it was let, having been professionally cleaned (including walls, floors, carpets, curtains, net curtains, oven, fridge, freezer, bath, shower, etc) not more than one week prior to vacation of the Premises.**
- 5.2.3 there has been no damage to the Premises, or any items therein.
- 5.2.4 the Tenant has not undertaken any work at the Premises without obtaining prior written permission from the Landlord.
- 5.2.5 the Tenant is not in breach of any part of this Agreement.
- 5.3 In the event that any of the Tenant's obligations outlined above have not been satisfactorily discharged prior to vacation of the premises, **the Tenant will remain responsible for payment of the rent until such reasonable time as they have been concluded by the Landlord, his Agent or tradesmen.**
- 5.4 **Where work is required to satisfy the Tenant's obligations outlined above, the Tenant will be charged a Project Management Fee equal to 15% of each VAT-inclusive, sub-contract service fee (£50 minimum),** which the Landlord, or his Agent will receive as remuneration for time spent organising, supervising & inspecting such services.
- 6. IT IS AGREED AND DECLARED**
- 6.1 That it is intended that this Agreement shall create an Assured Shorthold Tenancy as defined in Section 19A of the Housing Act 1988 and as amended by the Housing Act in 1996 and the provisions for the recovery of possession by the Landlord in Section 21 therefore apply.
- 6.2 That immediately before the granting of this tenancy, the Tenant has stipulated that he is not himself or jointly with any other person a protected or statutory Tenant of the Premises.
- 7. GENERAL**
- 7.1 It is hereby agreed that any notice, request or demand necessary to be served on the Tenant may be so served by leaving it for the Tenant at the Premises, or by sending it through the post by ordinary post addressed to the Tenant at the Premises.
- 7.2 For the purposes of Sections 47 & 48 of The Landlord & Tenant Act 1987 any notice, request or demand, or any other instrument under this Agreement may be served on the Landlord, or his authorised Agent by sending it through the post in a registered letter addressed to 15 Blackmoor Gate, Milton Keynes MK4 1DS.
- 7.3 It is hereby agreed that any notice, request or demand necessary to be served on the Tenant may be so served by leaving it for the Tenant at the Premises, or by sending it through the post by ordinary post addressed to the Tenant at the Premises.
- 7.4 Where the Premises are subject to a mortgage granted before, or after the beginning of the tenancy and the mortgagee is, or may be entitled to exercise a Power of Sale and may require possession for the purpose of disposing of the Premises in the exercise of that power, the Landlord hereby gives notice to the Tenant that possession of the Premises may be recovered under Grounds 1 & 2 in Part 1 of Schedule 2 of the Housing Act 1988.
- 7.5 The Tenant hereby agrees that the Landlord may dispose of any belongings left behind by the Tenant 7 days after the expiry of this Agreement, by total destruction if necessary, and any arrears to indemnify the Landlord against third party claims.
- 8. LANDLORD'S BREAK CLAUSE**
- 8.1 The Landlord may bring the tenancy to an end at any time before the expiry of the fixed term (but not within six months of the commencement date) by giving to the Tenant at least two months' written notice stating that the Landlord requires possession of the Property. A notice under Section 21 of the Housing Act 1988 will suffice to implement this sub-clause.

Tenant(s) Signature(s)

SIGNATURE OF LANDLORD

.....

SIGNATURE(S) OF TENANT(S)

I/we hereby confirm I/we have read and have understood this document in its entirety:

(1)

(2)

(3)

(4)

GUARANTOR

I hereby confirm I have read and have understood this document in its entirety:

SIGNATURE

ADDRESS

.....

.....

OCCUPATION

Date / /

Tenant(s) Signature(s)