ASSURED SHORTHOLD TENANCY AGREEMENT

This Agreement contains the terms of the Tenancy and sets out the obligations of both the Landlord and the Tenant. These obligations become legally binding once the Agreement is signed by both parties and dated. You should read it carefully and ensure that you accept its provisions. If you do not understand anything in this Agreement, you should seek appropriate legal advice before signing it.

1. Particulars

1.1 **Date** This Agreement is made on

1.2 **Parties** This Agreement is made between:

1.2.1 (The **Landlord**)

and

1.2.2 (the "**Tenant**") and

1.2.3 N/A (the "**Guarantor**").

1.3 **Property** Flat/Apartment known as
(the "**Property**").

1.4 **Contents** The Landlord's fixtures and fittings at the Property together with any furniture carpets curtains and other effects listed in the Inventory (the "**Contents**").

1.5 **Term** months commencing on (the "**Term**").

1.6 **Rent** £ per calendar month (the "**Rent**").

1.7 **Deposit** £ to be paid on the signing of this Agreement (the "**Deposit**"). The deposit is registered with The Dispute Service (TDS) insurance based scheme.

1.8 **Rights** The rights granted to the Tenant as set out in Schedule 1 (the "**Rights**").

1.9 **Exceptions** The exceptions and reservations reserved to the Landlord as set out in Schedule 2 (the "**Exceptions**").

2. Definitions and Interpretation

In this Agreement:

2.1 the definitions "**Landlord**", "**Tenant**", "**Guarantor**", "**Property**", "**Contents**", "**Term**", "**Rent**", "**Deposit**", "**Rights**" and "**Exceptions**" shall have the meanings given to them in clause 1;

2.2 "**Agreement**" means this agreement and the schedules to this agreement;

2.3 "**Apartments**" means all apartments comprised in the Development other than the Property;

2.4 "**Common Parts**" means those parts of the Development which are intended for communal use by the tenants or occupiers of any two or more of the Apartments and by the Tenant or occupier of the Property including by way of example and not limitation any communal drives footpaths entrances corridors staircases landings lifts dust-bin stores gardens and grounds;

2.5 "**Development**" means the development known as;

2.6 "**Interest Rate**" means …. above the base …. (or the nearest equivalent if such base rate ceases to exist at any time);

2.7 "**Inventory**" means the inventory and schedule of condition attached to this Agreement signed by the Tenant and by or on behalf of the Landlord. In the event that the Tenant fails to sign and provide the Inventory to the Landlord within 14 days of the commencement of the Term, the Landlord shall attach an inventory and schedule of condition based on the last check out report carried out at the Property and this will constitute the Inventory for the purposes of this Agreement;

2.8 "**Permitted Number**" means two persons if the Property shall have one bedroom or four persons if the Property shall have two or more bedrooms;

2.9 "**Parking Facilities**" means the parking spaces at the Development (if any) which are intended for communal use by the visitors of the Tenants or occupiers of the Apartments and the Property;

2.10 "**Parking Space**" means the parking space (if any) shown edged red on the plan attached to this Agreement being for the use of the Tenant;

2.11 "**Service Installations**" means the sewers drains channels pipes chimneys watercourses gutters mains wires cables ducts flues conduits aerials tanks and soakaways and any other apparatus for the supply of water electricity gas telephone or television satellite or other communication signals or for the disposal of foul or surface water or for any alarm or door entry system at the Property;

2.12 "**Tenancy**" means the tenancy created by this Agreement including for the avoidance of doubt any statutory periodic tenancy resulting after the expiry of the Term;

2.13 the expressions "**Landlord**" and "**Tenant**" include (where the context admits) the party for the time being entitled to the reversion immediately expectant on the determination of the Tenancy and the Tenant's successors in title respectively;

2.14 the singular includes (where the context admits) the plural and vice-versa;

2.15 any obligation undertaken by more than one person is a joint and several obligation;

2.16 a reference to any one gender includes all other genders;

2.17 a reference to a month means a calendar month;

2.18 a reference to a statute includes a reference to any statute amending or replacing it and any subordinate legislation made under it;

2.19 references to a clause by number or to a schedule but without further designation are references to the clause so numbered in or a schedule to this Agreement;

2.20 the headings are for guidance only and shall not affect the meaning of this Agreement; and

2.21 any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation to use reasonable endeavors not to permit or suffer such act or thing to be done by another person or by any pet kept by the Tenant.

3. <u>Letting</u>

3.1 The Landlord lets the Property and the Contents to the Tenant for the Term on the terms of this Agreement.

3.2 The letting includes the Rights in common with the Landlord and all others entitled to them.

3.3 The Exceptions are reserved to the Landlord.

4. <u>Rent Deposit and Costs</u>

4.1 On the date of this Agreement the Tenant shall pay to the Landlord:

4.1.1 the Rent (apportioned if necessary on a daily basis) due in respect of the period from the date of this Agreement until the last day of the month in which this Agreement is dated (credit being given against this amount for any reservation fee which the Tenant may have paid in respect of the Property);

4.1.2 the Deposit (to which the provisions of clause 5 shall apply); and

4.1.3 the sum of plus Value Added Tax being a contribution towards the costs incurred by the Landlord in connection with the preparation and completion of this Agreement and the Inventory.

4.1.4 the sum of £20.00 plus Value Added Tax being a contribution towards the cost incurred by the Lord for the protection of the deposit at the start of the tenancy and upon renewal.

4.2 Following the payment of the amount referred to in clause 4.1.1 the Rent (whether demanded or not) shall be paid in advance by equal monthly payments on the first day in every month. The first such payment is to be made on the first day of the month following the date of this Agreement by Standing Order or Direct Debit (at the Landlord's discretion) direct to the bank account nominated from time to time by the Landlord.

5. <u>The Deposit</u>

The Deposit held and referred to under clause 1.7 is protected in accordance with the terms of The Dispute Service (TDS) insurance based scheme. The landlord has registered this deposit with The Dispute Service (TDS) scheme. Should you require further information regarding this scheme this is available via the TDS website www.thedisputeservice.co.uk.

5.1 The Landlord shall be entitled to make withdrawals from the Deposit at any time:

5.1.1 to pay any sum payable by the Tenant under the terms of this Agreement which remains unpaid for fourteen days after it becomes payable (whether demanded or not); and/or

5.1.2 to obtain compensation in respect of any other non-compliance by the Tenant with the Tenant's obligations under this Agreement; and/or

5.1.3 to reimburse the cost of making good any loss or damage to the Property or the cost of cleaning and tidying the Property.

5.2 If any liability of the Tenant to the Landlord arises under the terms of this Agreement the Landlord may by written notice to the Tenant elect that the whole or any part of such liability shall be treated as satisfied on payment by the Tenant to the Landlord of the amount specified in such notice. The Landlord shall then be entitled to withdraw such amount from the Deposit and such liability of the Tenant shall be treated as being satisfied.

5.3 Within 14 days of any withdrawal by the Landlord from the Deposit the Tenant shall pay to the Landlord any amount necessary to restore the balance of the Deposit to the level at which it stood immediately before such withdrawal.

5.4 5.4.1 At the end of the Tenancy (howsoever determined) and upon the Tenant yielding up vacant possession
of the Property and the Contents to the Landlord, the Deposit (less any sums to which the Landlord shall then be entitled) shall be repaid to the Tenant.

Where deductions have been made by the landlord against the Deposit in respect of breaches of tenants obligations as detailed in Clause 5 of this agreement, these will be advised to the tenant in writing. In the event of any dispute in respect of the return of the deposit, The Dispute Serivce (TDS) scheme dispute resolution procedures will be initiated in accordance with the TDS requirements.

5.4.2 For the avoidance of doubt any interest earned on the Deposit shall belong to the Landlord.

5.5 The Tenant shall not withhold any part of the Rent in lieu of the Deposit at any time.

5.6 Where there is more than one Tenant the repayment of the Deposit to the identified lead/primary Tenant shall constitute repayment to all of the Tenants.

5.7 If monies lawfully due to the Landlord under this Agreement amount to more than the Deposit held, the Tenant will be liable to pay any excess to the Landlord within 14 days of written demand.

6. Tenant's Obligations

The Tenant agrees with the Landlord as follows:

Rent, Services and Utilities

6.1 to pay the Rent and all other sums due to the Landlord in accordance with the provisions of this Agreement;

6.2 to pay all charges for electricity gas metered water (if any) and similar services supplied to the Property during the Tenancy (including any reconnection fees and standing charges);

6.3 to pay the telephone account (including rental) and for a television licence (if required) during the Tenancy;

6.4 to pay all Council Tax under the Local Government Finance Act 1992 and water rates (if any) payable in relation to the Property or the occupation of the Property during the Tenancy and any similar or substituted tax or imposition;

6.5 at the commencement of the Tenancy to notify the Local Authority responsible for the collection of Council Tax and the suppliers of the above-mentioned services of the Tenant's liability for their charges and have all such accounts transferred into the Tenant's name for the duration of the Tenancy;

6.6 to discharge the accounts referred to in clause 6.5 during the Tenancy and at the end of the Tenancy (howsoever determined) to arrange for the addressing of all subsequent accounts to the Landlord or as the Landlord shall direct;

<u>The Property and the Contents</u>

6.7 to keep the interior of the Property and all of the Contents in good and clean condition and repair (except for fair wear and tear and damage by accidental fire only) and to pay for repair or replace with articles of a similar kind and of equal value any of the Contents which are lost damaged or destroyed;

6.8 not to change any locks on any doors or windows in or about the Property or have any additional keys made for any such locks or change the code to any burglar alarm without the prior written consent of the Landlord;

6.9 to keep all electric lights in good working order and in particular to replace all fuses bulbs and florescent tubes as and when necessary;

6.10 to regularly test any smoke alarm(s) fitted at the Property and to replace any battery in an alarm which is found not to be working. If the alarm is not working after the fitting of a new battery, to promptly inform the Landlord;

6.11 to keep the Property properly heated and ventilated and to avoid damage to the Property arising from condensation or from the bursting of pipes due to freezing;

6.12 to clean the interior of all windows of the Property at least once in every month and to immediately pay for the replacement of any glass broken by the Tenant's or the Tenant's visitors' wilful act or default;

6.13 notify the Landlord of any defect or want of repair in the Property for which the Landlord is responsible;

6.14 to pay for the washing and cleaning (including ironing and pressing) of all curtains and blinds and the steaming or other appropriate cleaning of all carpets and upholstery which shall in the reasonable opinion of the Landlord have been soiled during the Tenancy;

6.15 not to pull down alter add to or in any way interfere with the construction or arrangement of the Property or the Service Installations including changing the supplier (if applicable) thereof;

6.16 to keep the Service Installations free from blockage;

6.17 not to decorate nor attach anything to the exterior of the Property;

6.18 not to erect or attach any satellite dish or any similar telecommunication apparatus to the Property;

Use of the Property in a Tenant-like manner

6.19 to use the Property in a considerate and tenant-like manner;

6.20 not to park any boat caravan trailer commercial or immobilised vehicle on any part of the Development;

6.21 not to carry out any repairs or maintenance to any motor vehicle or permit such vehicle to spill or leak fuel or other substance on any part of the Development (including the Parking Space and Parking Facilities);

6.22 not to use any balcony at the Property for the use of barbeques the drying or washing of clothes or storage save for the placing of flower pots within the balcony area;

6.23 to use the Common Parts only for reasonable and proper purposes in connection with the use and occupation of the Property and at all times in a quiet and peaceful manner and not at any time to deposit any articles upon or otherwise obstruct the Common Parts;

6.24 not to store any combustible inflammable dangerous illegal or offensive substances or materials at the Property or on any other part of the Development;

6.25 to use the Property as a private dwelling house as the Tenant's only or principal home and not for any trade or business purpose whatsoever except with the express written consent of the Landlord;

6.26 to use the Property in a peaceful and quiet manner and not to use or permit the use of the Property for any improper immoral or illegal purpose nor to do or suffer to be done in the Property or any part of it any act or thing which may be a nuisance damage or annoyance to the Landlord or to the owners or occupiers of any neighbouring property or to the owners or occupiers of the Apartments;

6.27 not to do anything at the Property whereby the policy of insurance of the Property or of the Development for the time being in force may become void or voidable or whereby the premium for such insurance may be increased nor to insure against any of the risks against which the Landlord agrees to insure;

6.28 to comply in all respects with all rules and regulations from time to time in force relating to the occupation and use of the Development and to the extent that an occupier of the Property is required to do so to comply in all respects with the provisions of all statutes bye-laws and other orders and regulations and the requirements of all competent authorities relating to the Property or to the use and occupation thereof;

6.29 not to carry out any decoration to the interior of the Property (including by way of example and not limitation the hanging of pictures or wall decorations with nails hooks glue or any other fixing) without the Landlord's written consent and subject to such consent only to decorate in the same colours and to the same standards and specification as previously adopted;

6.30 to take all reasonable steps at all times to prevent unauthorised entry to the Property and to keep it secure;

6.31 not to leave the Property vacant or unoccupied for a period in excess of 28 consecutive days without first giving written notice to the Landlord of the intention to so do and obtaining a written acknowledgement of such notice from the Landlord;

6.32 not to share occupation of the Property with any person whomsoever without the prior written consent of the Landlord and in any event not to allow the Property to be occupied by more than the Permitted Number;

6.33 not to assign charge underlet or part with possession of the Property or any part of it;

6.34 not to keep any animal bird or reptile at the Property;

6.35 to forward to the Landlord within 5 working days of receipt any correspondence addressed to the Landlord (including any order notice or proposal relating to the Property or the Development);

Access and Inspection

6.36 to permit the Landlord or its agents with or without workmen at reasonable times of the day and on at least 24 hours prior written notice (except in emergency) to enter the Property for any reasonable purpose including (by way of example and not limitation):

6.36.1 carrying out works to the Property the Development or any Service Installations which are not the responsibility of the Tenant; and/or

6.36.2 inspecting the condition of the Property and (if necessary) giving to the Tenant notice in writing to make good any defects for which the Tenant is responsible within two months; and/or

6.36.3 making good (at the expense of the Tenant) the defects referred to in clause 6.36.2 if the Tenant shall have failed to do so within the time specified; and/or

6.36.4 for any purpose under the Gas Safety (Installation and Use) Regulations 1998 or similar legislation;

6.37 upon at least 24 hours' prior written notice, to permit the Landlord or the Landlord's agents or those with written authority from the Landlord to enter and view the Property at reasonable times of the day at any time during the Tenancy in the event of the Landlord wishing to dispose of or relet the Property;

6.38 to pay all costs and expenses (including legal costs and disbursements and fees payable to a surveyor and any Value Added Tax thereon) incurred by the Landlord in or in contemplation of:

6.38.1 the preparation and service of any notice or of any proceedings under Sections 146 and 147 of the Law of Property Act 1925 (notwithstanding that forfeiture is avoided other than by relief granted by the Court); and/or

6.38.2 the recovery of arrears of Rent or other sums payable hereunder and proceedings in connection thereof; and

End of the Tenancy

6.39 at the end of the Tenancy (howsoever determined):

6.39.1 to deliver vacant possession of the Property and the Contents to the Landlord in a good and clean condition (including the removal of any refuse and the repair of any

damage caused by the removal of Tenant's fixtures and fittings) in accordance with the terms of this Agreement;

6.39.2 to return all keys and burglar alarm codes (if any) relating to the Property to the Landlord;

6.39.3 to co-operate in the checking of any Inventory; and

6.39.4 to provide a forwarding or correspondence address for ease of administration and communication between the parties.

7. The Landlord's Obligations

The Landlord agrees with the Tenant as follows:

7.1 subject to the Tenant paying the Rent and other payments due under this Agreement and performing and observing all of the Tenant's obligations in this Agreement the Landlord shall allow the Tenant to quietly possess and enjoy the Property during the Tenancy without any interruption by the Landlord (other than expressly provided for in this Agreement);

7.2 to pay all outgoings (including rent and service charge payable by the Landlord to any superior landlord) in respect of the Property other than those outgoings which are the responsibility of the Tenant under this Agreement;

7.3 to observe and perform the covenants implied in this Agreement by the Landlord and Tenant Act 1985 Section 11 (such covenant being by way of assistance to the parties only and without seeking to alter the effect of such Section to keep in repair the structure and exterior of the Property and the Service Installations);

7.4 at the Landlord's own cost and expense at all times throughout the Tenancy to insure and keep insured (or procure the insurance of) the Property (which for the avoidance of doubt shall not include the Tenant's fixtures fittings or belongings) in its full replacement and reinstatement value against fire and such other perils as are ordinarily covered by a comprehensive householders insurance policy; and

7.5 at the Landlord's own cost and expense at all times throughout the Tenancy to keep all mechanical and electrical items or gas appliances owned by the Landlord in repair and proper working order (including compliance with the Gas Safety (Installation and Use) Regulations 1998 and the Electrical Equipment (Safety) Regulations 1994) provided that this clause shall not be construed as requiring the Landlord to carry out any works or incur any costs for which the Tenant is liable under this Agreement.

8. Right of Re-Entry

If the Tenant:

8.1 is in breach of any of the terms of this Agreement; or

8.2 does or suffers to be done anything which would enable the Court to make an order for possession under the Grounds set out in the Housing Act 1988 Schedule 2 (as amended by the Housing Act 1996); or

8.3 becomes bankrupt or has a bankruptcy order made against him or enters into any composition with the Tenant's creditors;

then the Landlord may re-enter and recover possession of the Property and the Contents and the Tenancy shall be terminated. Any such action will not affect the Landlord's other rights and remedies under this Agreement.

9. Agreed Matters

9.1 If any payment due to the Landlord pursuant to this Agreement shall not be received by the Landlord within 14 days after the same is due then in addition and without prejudice to the rights of the Landlord under this Agreement the Landlord shall be entitled to charge interest at the Interest Rate (calculated from day to day) on the sum due to the Landlord and the Landlord may recover any such interest as Rent.

9.2 9.2.1 For the purposes of the Landlord and Tenant Act 1987 Section 48 the Landlord notifies the Tenant that notices may be served on the Landlord at the address set out in clause 1.2.1 or if and for so long as the Landlord has appointed a managing agent to the office premises for the time being of such agent provided that any notice may only be served from Monday to Friday between the hours of 9.00 am and 5.00 pm;

9.2.2 any notice under this Agreement shall be sufficiently served if it is sent by registered post or fax to the party concerned.

9.3 Any dispute arising between the Landlord and the Tenant which remains unresolved for 28 days after arising may (subject to the agreement of both parties) be referred to an appropriate arbitrator or expert or an appropriate alternative dispute resolution process to provide an adjudication on the dispute.

9.4 The Tenancy may be determined on or after the expiration of the Term:

9.4.1 by the Tenant giving to the Landlord at least two month's prior written notice expiring on the last day of the Term or on any date thereafter which immediately precedes a day on which the Rent falls due (and continuing to pay the Rent and observe and perform the Tenant's obligations until the expiry of that notice);

9.4.2 by the Landlord giving to the Tenant at least two months' prior written notice expiring on the last day of the Term or on any date thereafter which immediately precedes a day on which the Rent falls due;

9.4.3 by the Landlord pursuant to clause 8; or

9.4.4 by an order of the Court requiring the Tenant to give up possession of the Property.

9.5 The Landlord may increase the rent payable by serving 1 month's written notice on the Tenant stating the new rent and the date from which it is to be paid which date shall the later of:

9.5.1 twelve months from the start date of the Term; and

9.5.2 twelve months after the date (if any) on which the last increase of rent took place.

9.6 This Agreement creates an assured shorthold tenancy under the Housing Act 1988 Section 19A (as inserted by the Housing Act 1996).

9.7 A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

10. Guarantor's Obligations

The Guarantor (if any) agrees with the Landlord that the Tenant shall pay the Rent and observe and perform the Tenant's obligations and the other terms of this Agreement and to indemnify the Landlord against all of the Landlord's losses arising as a result of the Tenant's failure to do so provided that:

10.1 the Guarantor's obligations are made with the Landlord as a sole or principal debtor or contracting party;

10.2 if at any time during the Tenancy the Tenant becomes bankrupt and the Trustee in Bankruptcy shall disclaim the Agreement the Guarantor shall if so required in writing by the Landlord take from the Landlord an Agreement for the Property for the residue of the Term (and any extension thereof) which would have remained had there been no disclaimer and in such case the Guarantor shall pay the costs of such new Agreement and execute and deliver to the Landlord a counterpart of it;

10.3 if the Agreement is disclaimed and the Landlord does not require the Guarantor to accept a new Agreement as set out in clause 10.2 the Guarantor shall pay to the Landlord on demand an amount equal to the Rent for the period commencing with the date of such disclaimer and ending on the date (if any) on which the Property is relet; and

10.4 the Guarantor's liability to the Landlord shall not be affected by any time or indulgence granted by the Landlord to the Tenant.

This Agreement has been entered into on the date set out in clause 1.1.

SCHEDULE 1
The Rights

1. The benefit of all and any rights now vested in the Landlord to use the Common Parts for all reasonable and proper purposes in connection with the use and occupation of the Property but subject to the observance of any regulations which may from time to time be in force in respect of the same.

2. The right to the free passage and running of water soil gas electricity and other services from and to the Property through and from the Service Installations.

3. The right to use any refuse receptacles within the Common Parts which are intended for communal use by the tenants or occupiers of the Apartments and the Property for the disposal only of normal household refuse.

4. Such rights of access onto those parts of the Development which adjoin the Property as are necessary for the proper performance of the Tenant's obligations or for the repair decoration maintenance or inspection of the Property provided that the Tenant shall make good any damage caused to any other part of the Development by any exercise of such right.

5. The right to use the Parking Space for the parking of one private motor car motorcycle or light van only.

6. The right in common with all others similarly entitled and on a first come first served basis to use the Parking Facilities for the parking of not more than one motor car motorcycle or light van.

SCHEDULE 2
The Exceptions

1. The right to carry out works at the Development (including the erection and use of scaffolding) even if this temporarily interferes with the passage of light or air to the Property or causes nuisance or inconvenience to the Tenant.

2. The right to the free passage and running of water soil gas electricity and other services from and to any other part of the Development through any Service Installations within the Property and to maintain repair and replace any such Service Installations if required.

Signed by:

……..
the **Tenant (s)**

Lead/Primary Tenant ……
& name (please print) ……

in the presence of:

Witness: ……

Address: ……

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Occupation:……

Signed by:

……
the **Landlord**
in the presence of:

Witness: ……

Address ……

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Occupation: ……

Signed by :

……
the **Guarantor**
in the presence of:

Witness: ……

Address: ……

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Occupation: ……..……