

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.
7. If you accept a tenancy deposit under this tenancy, it must be dealt with in accordance with the statutory rules under sections 212-215 of the Housing Act 2004. Take advice if necessary.

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

Landlord's Address

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

Tenants

Tenant's Address

Property Flat

(The tenant will have exclusive use of the designated flat and facilities of the common parts of the property)

Contents

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

Term

For the term of the Agreement commencing on the 7th of September, 2018.

Rent

£620 Monthly

Deposit Payment

A deposit of £500 is protected by Deposit Protection Scheme. On execution of this Agreement, the Tenant will pay the Landlord advance one month rent of £620 plus the security deposit of £500 making the total sum of £1120 in order to confirm the reservation for the said move in date.

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. Deposit

- (2.1) 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 unless payable by the Deposit Protection Service (DPS) under their Terms and Conditions
- (2.2) The balance of the Deposit to be paid to the Tenant as soon as reasonably possible after the 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.
- (2.3) The Tenant will be notified of any deductions proposed within 14 days of the end of tenancy date. Fair wear and tear will be considered when proposing deductions and the Landlord or Agent will apportion the cost of replacing an item where appropriate. If the Tenant wishes to dispute the deductions proposed he should notify the Landlord or Agent within 7 working days. The DPS request that negotiations are undertaken between the parties to attempt to resolve any dispute. If agreement cannot be reached, the Landlord/Agent and Tenant will be required to agree to use of the Alternative Dispute Resolution service provided by the DPS – please refer to www.depositprotection.com for more information.
- (2.4) Please note that whilst the Tenant cannot use the deposit as rent or for the payment of fees, if rent or agency fees are outstanding at the end of your tenancy, the Landlord can deduct the amount outstanding from the deposit held
- (2.5) If the amount of monies that the Landlord or Agent is entitled to deduct from the Deposit exceeds the amount held as the Deposit, the Landlord or Agent may require the Tenant to pay that additional sum to the Landlord or the Agent within 14 days of the Tenant receiving that request in writing
- (2.6) If the Tenant vacates from the Property without providing a forwarding address and cannot be contacted by email or phone, the Landlord or Agent will use the Single Claim Procedure as set out in the DPS terms and conditions

The Tenant agrees with the Landlord:

3. Rent & charges

- (3.1) To pay the Rent on the days and in the manner specified on page 1 of this Agreement
- (3.2) That in the case of a breach of the terms of the tenancy by the Tenant, a reasonable administration charge may be made in addition to the costs of any remedial work, in order to compensate the Landlord or Agent his reasonable expenses

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 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 use the Property for any illegal or immoral purposes
- (4.7) Not to smoke inside the house or any conservatory, outbuilding, garage or shed at the property. Evidence of smoking inside the property will be considered a breach which will constitute the termination of this agreement. (Smoking will be permitted at least four feet from the rear door of the property on condition that the tenant provides a galvanized steel bucket filled with sand in which to extinguish cigarettes and empties the vessel of used cigarettes on a regular basis)

5. Pets

- (5.1) You need to inform the landlord before you can keep any cats, dogs or other animals on the Property. Such consent if granted is revocable by the Landlord on reasonable grounds.

6. Repairs

- (6.1) 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
- (6.2) 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
- (6.3) To pay the reasonable costs reasonably incurred by the Landlord or his Agent 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

- (6.4) That the Landlord or any person authorised by the Landlord or his Agent 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. The Landlord or Agent will keep a spare set of keys to enable access to the property within the terms specified herein
- (6.5) To use and look after the Property in a proper and tenant-like manner throughout the tenancy
- (6.6) 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
- (6.7) 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 or his agent to be met by the Tenant
- (6.8) To notify the Landlord promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property
- (6.9) 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
- (6.10) 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 or Agent
- (6.11) Not to cause any blockage to the drains, pipes, sinks or baths by ensuring that the Tenant does not put sanitary hygiene items, nappies or wipes down the toilet and that food waste in any form is not flushed down any sink or toilet at the property.
- (6.12) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent.
- (6.13) The Tenant should not do anything which could compromise, invalidate or adversely affect the Landlord's insurances at the property or cause the premiums to be increased.
- (6.14) Not to cause a nuisance or annoyance to other occupiers of the property or occupiers of near-by properties; not to create any excessive noise clearly audible inside or outside the Property in particular between 11.00 pm and 7.00 am inclusive.

- (6.15) Not to erect a satellite dish or cabling or any electronic reception device or to install or alter wiring at the Property.
- (6.16) Not to cause any damage to the decorations and to any internal or external surface of the Property, in particular not to fix pictures to any wall by means of additional wall piercing or fixing devices and not to use sticky tape or adhesive fixings on the internal or external surfaces of the Property as this may damage the decoration. If the Tenant requests and receives permission to affix items to internal or external walls the cost of making good the decoration falls to the Tenant

Please note, if a contractor is called to the property and determines that the fault lies with the Tenant under any of the foregoing, the Tenant will be charged for the call out and/or repair

7. Other tenant responsibilities

- (7.1) Within seven days of receipt thereof, to notify the Landlord of all correspondence addressed to the Landlord and any notice, order or proposal relating to the Property given, made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority.
- (7.2) 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.
- (7.3) Within the last two months of the tenancy to permit the Landlord or any person authorised by the Landlord or the Landlord's Agent 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.
- (7.4) That where the Property is left unoccupied, without prior notice in writing the Landlord or Agent, for a prolonged period and the Tenant has failed to pay rent for that period and has shown no intention to return, the Landlord may treat these actions as a surrender of the tenancy. This means that the Landlord may take over the Property and re-let it.
- (7.5) To properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended. Both the Landlord's insurance policy and/or the Tenant's insurance policy could be invalidated if this is not done on every occasion. 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.
- (7.6) To instigate and maintain appropriate insurance for his own furniture, contents and effects whilst they are at the property.

8. End of tenancy

- (8.1) 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.

- (8.2) 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.
- (8.3) To return the keys of the Property to the Agent on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Agent in securing the Property against re-entry where keys are not returned.
- (8.4) If you owe rent or any other money you must pay under this agreement, you will have to pay interest on this amount from the date that it should have been paid. The interest rate is 3% above the base rate used by Barclays Bank. This rate may apply before as well as after any court judgment has been made against you, depending on the terms of the court judgement.

9. The Landlord agrees with the Tenant that:

- (9.1) 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.
- (9.2) In the event that the Property is rendered uninhabitable by fire or flood or any other risk which the Landlord has insured, other than where the damage has been caused by the act or omission of the Tenant, his family or his visitors then the parties will consider this agreement as frustrated and terminated subject to the right of the Tenant to recover any rent paid in advance for the period after the termination.

10. Subject to the condition that the 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,
- (c) if any of the Grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being Grounds 2, 8, 10, 11, 12, 13, 14, 15 or 17 are made out then subject to any statutory provisions (for example the Protection from Eviction Act 1977 and the Housing Act 1988 (as amended)) the Landlord may recover possession of the Property and terminate 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. If you are unsure of your rights and the applicable statutory provisions you should seek advised from a solicitor, a Citizens Advice Bureau or a Law Centre.

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

12. 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. This means that any one of the members of a joint tenancy can be held responsible for the full rent and other obligations under the agreement if the other members do not fulfil their obligations

13. The parties agree:

- (13.1) 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
- (13.2) 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
- (13.3) 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 at the last known address of the tenant in accordance with section 196 of the Law of Property Act 1925 (see note 5)

SIGNED by the LANDLORD:-

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DATE 28.08.18

SIGNED by the TENANT:-

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DATE