



Assured Shorthold Tenancy Agreement

Notices:

This Tenancy Agreement is a legal and binding contract. The Tenant (s) is/are responsible for full payment of rent for the entire agreed term. If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

This Agreement is made on the date and between the Landlord and the Tenant(s) specified below

Date:

Landlord (s):

Managing Agent:

Notices (including notices in proceedings) may be served on the Landlord at the Agent’s address

Tenant(s):

Property Address:

Contents: The fixtures, fittings, furniture, carpets, keys and a other items provided by the landlord for the Tenant’s use during the Tenancy Period (the Items provided at the start of the Tenancy being listed in the Inventory given to the tenant

Deposit: A deposit of £150 per person to be collected by the agent and held and protected by MyDeposits.

Term:

Rent and payment Dates: £ amount for the tenancy period, payable by instalments as follows:

Charge Date	Amount Due

The Tenant will pay each installment of Rent by Standing order or Bank Transfer to **All About Homes Hull LTD** on or before the applicable Payment Date.

- (i) Account name: **All About Homes Hull Ltd**
- (ii) Account number:
- (iii) Sort Code:

1. The landlord lets and the Tenant takes the Property for the Term at the Rent payable as above.
2. The Parties agree that is their intention to create an assured shorthold Tenancy Agreement within the meaning of the Housing Act 1988 as amended by the Housing Act 1996



3 THE TENANT AGREES WITH THE LANDLORD TO:

- 3.1 Pay the Rent on the day specified by the landlord's agent. The landlord/Agent shall be entitled to charge and be paid interest on any rent from time to time be overdue. For payment at a rate on interest equal to 3% above the Bank of England base rate.
- 3.2 To Pay the Security Deposit on the date specified by the Landlord's Agent. At the end of the Tenancy, the Landlord or Agent shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:
 - (a) Repair or rectify any damage to the Property or the Contents caused by the Tenant's failure to take reasonable care of the Property or Contents;
 - (b) Replace any of the Contents, which may be missing from the Property;
 - (c) Pay any Rent which remains unpaid; and
 - (d) Pay for the Property and the Contents to be cleaned if the Tenant is in breach of its obligations
- 3.3 The Landlord or Agent will arrange for the Deposit (if any) to be protected through Tenancy Deposit Solutions Limited (trading as 'my deposits'), who operates a government-approved deposit protection scheme.
- 3.4 The Deposit shall be held and protected by MyDeposits.
- 3.5 The terms and conditions and the dispute resolution procedure relating to the protection of the deposit are set out at www.mydeposits.co.uk.
- 3.6 **The tenant agrees to pay any Council Tax charges**

USE OF THE PROPERTY:

- 3.7 Not to assign, sublet or part with the possession of the Property or let any other person live at the Property
- 3.8 Not to carry out any profession, trade or business or take lodgers or paying guests at the Property or put up any notice boards or use the Property for any purpose other than a private residence.
- 3.9 Not to do or allow at the Property anything which is illegal or anything which may be or become a nuisance or annoyance to the Landlord, the Tenants or occupiers of any neighbouring premises.
- 3.10 Not to do anything which may increase the insurance premium on the Property or which may cause any insurance of the Property to become void.
- 3.11 Not to smoke or permit any guest or visitor to smoke tobacco on the premises.
- 3.12 Not to bring in or cause to all to be brought into the property:
 - i) Any unlawful drugs or other substances
 - ii) Any firearms, weapons or other dangerous or flammable items
- 3.13 Not to keep any animals whatsoever on the premises or in the house

CONDITION

- 4 Keep the Property clean and keep the Interior of the Property in good repair and not damage the furniture and contents nor remove any of them from the Property. Tenants agree that on inspection of the Property the landlord and or Agent may request additional cleaning is completed, if this request is ignored the tenants agree to pay reasonable cleaning charges.
 - 4.1 Not to redecorate the property without the written consent of the landlord.
 - 4.2 To keep the garden and exterior of the property clean and tidy and free from rubbish.
 - 4.3 To immediately report maintenance work to the Landlord/agent, including damage to the Property or furniture.
 - 4.4 To keep the property heated adequately in order to avoid damage by freezing conditions and to keep the property sufficiently aired to avoid damage caused by condensation.
 - 4.5 The Tenant will allow the Landlord and the Agent (and others authorised by them) at all reasonable times during the Tenancy Period, after 24 hours' prior written notice (or without notice and at any time



where there is an emergency or the need for urgent repair) to enter the Property for the purpose of:

- (a) carrying out the Landlord's Obligations in this Agreement, to the extent that entry is required for that purpose;
- (b) examining the state and condition of the Property and of the Contents and assessing the Tenant's compliance with the Tenant's Obligations in this Agreement;
- (c) rectifying any breach of the Tenant's Obligations if the Tenant has failed to put the breach right after being asked to do so (including, but not limited to, cleaning, maintenance or repair);
- (d) showing the Property to prospective tenants or purchasers.

PROVIDED THAT the person exercising this right will show the occupiers evidence of their identity, have due regard at all times for the comfort and privacy of the occupiers and will, wherever possible, avoid disruption to occupiers.

- 4.6 To not cause or unreasonably permit any blockage to the drains and pipes, gutters about the property. Common causes of blockages for which the Tenants would be responsible include putting fat/oil and food down the sink, failure to remove hair from plug holes and flushing inappropriate things (such as sanitary towels) down the toilet.
- 4.7 Not to remove, interfere with or deface any of the following: Automatic fire door closers, Fire labels. Fire alarm systems, Fire blankets, Carbon monoxide detectors if applicable.
- 4.8 To not change the locks, (or install additional locks) to any doors to the Property. All keys are to be returned to the Landlord/Agent before or on the end date of the tenancy. Any loss of key must be reported to the landlord within twenty four (24) hours. The landlord can either supply new keys or replace the locks at the cost of the tenant.
- 4.9 Pay the landlord for the reasonable cost of replacing the locks and cutting new keys if any keys are not returned when the tenants vacate the property.
- 4.10 To avoid infestation by vermin and insects, to keep all areas clean and free of food and rubbish
- 4.11 To deliver up the property at the end of the term in the same good and clean state of repair and condition as it was at the beginning of the Term and make good or pay for the repair of or replace all such items of the Contents as shall be broken, lost, damaged or destroyed during the tenancy (fair wear and tear excepted)
- 4.12 To take all steps to ensure the premises are adequately ventilated, to avoid the build-up of condensation especially in bathrooms.
- 4.13 Not to leave the Property vacant for more than 28 consecutive days without notifying the Landlord/Agent.
- 4.14 Should this Tenancy Agreement be formed in the name of a single Tenant, it is agreed that the responsibility to act in a Tenant like manner is jointly held in relation to the communal areas by all occupants of the Property. As such, should there be any deductions sought from the Security Deposit at the end of the tenancy in connection to communal areas, the cost will be shared equally between all occupants.

THE DEPOSIT

- 5 The Managing Agent will arrange for the Tenant's Security Deposit (if any) to be protected by an authorised Tenancy Deposit Scheme in accordance with the Provisions of the Housing act 2004 within thirty days (30) of receipt, and comply with the rules of the Tenancy Deposit Scheme at all times.



LANDLORD OBLIGATIONS

- 6 The Landlord agrees with the Tenants as follows.
- 6.1 To pay for all assessments and outgoings in respect of the Property and keep in repair the structure and exterior of the Property and to keep in good repair and proper working order the installations for the supply of water, gas and electricity and the installation in the Property for space heating or heating water as required by section 11 of the landlord and Tenant act 1985.
- 6.2 That the Tenant paying the rent and performing the agreements on the part of the tenancy may quietly possess and enjoy the Property during the Term without unlawful interruption from the Landlord or his agent.
- 6.3 The landlord will pay for the following services consumed on or supplied to the property during the term subject to the Tenant's obligation to pay for excessive consumption, as set out in clause 7.9:

Electricity, Gas, Water, Internet and TV Licence

- 6.4 Renew any of the Furniture and Effects which shall no longer be satisfactory quality (except where the same have been damaged, destroyed or lost by the Tenant)
- 6.5 To put and keep the gardens and external areas in a good and tidy condition

SPECIAL TENANCY CONDITIONS

- 7 If prior to the Commencement of the Term the Landlord shall permit the Tenant to leave any goods at the Property the same shall be at the sole risk of the Tenant. The Tenant shall ensure that all such goods are packaged and marked as being the property of the Tenant. The Landlord shall not be liable for any loss or damage occurring to such goods howsoever arising.
- 7.1 If after the end of the Term the Tenant vacates the Property leaving goods the Landlord shall be entitled
- To remove the goods for storage but shall incur no liability to the Tenant for any loss and damage to the goods
 - To dispose of the same (by sale or otherwise) retaining from any sale proceeds such sum as shall be reasonable to defray the Administrative costs of disposal
- 7.2 At the end of the Tenancy Period (or at the end of the tenancy, whichever occurs first) the Tenant will:
- (a) leave all the Contents in the same rooms in the Property as they were in at the start of the tenancy;
 - (b) remove all the Tenant's personal belongings and rubbish from the Property (a reasonable amount of rubbish may be left in the outdoor bin for collection by the local authority, but rubbish that will not fit in the bin must be removed from the Property).
 - (c) leave the Property and Contents in no worse state of cleanliness and repair than they were in at the start of the tenancy (which, unless there is strong evidence to the contrary, shall be presumed to be a good, clean let able condition);
 - (d) give up the Property with vacant possession;
- 7.3 The Tenants must not cause annoyance or disturbance to adjoining residents and without prejudice to the generality of the forgoing not between the hours of 11.00pm and 9.00am to play any such instrument or use any sound reproduction equipment so as to be audible outside the Property
- 7.4 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 main home.
- 7.5 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



- 7.6 Any notice served under this Agreement shall be in writing and be served on the Tenant(s) at his/her last known address or by sending it registered post or recorded delivery, or via SMS or email via supplied information
- 7.7 Any use of naked flames including, but not exclusive to candles, incense sticks or other are strictly forbidden.
- 7.8 If the Landlord provides internet access to the Property the obligations of the Landlord are limited to taking such steps as are reasonable and practicable to enable the Tenant to have an acceptable level of internet access but the Landlord shall not be liable for any interruption in connectivity or service which is beyond its reasonable control. In particular, the Landlord will not be liable for any deterioration or interruption in access in the event that the Tenant or any other authorised user of the service shall cause access to be restricted or discontinued as a result of misuse or unlawful downloading.
- 7.9 **Only if this agreement is inclusive of bills as per 6.3**, Then the Rent includes an amount that the Landlord considers to be a reasonable allowance for electricity, drainage, water, gas (if connected) and internet service supplied to the Property during the Tenancy Period, based on the Property's billing history, the number of occupants, use of the Property as a private dwelling, and on the assumption that some properties will use slightly more, and some slightly less than the average. If the utility bills for the Property during the Tenancy Period are significantly higher than in previous years, or significantly higher than in comparable properties, the Tenant will pay the Landlord the difference between the allowance and the utility bills within 14 days of the Landlord's invoice. The allowance for the gas and electricity usage will be capped at £500 per tenant, based on a full Tenancy Period of 48 weeks (pro-rata if the tenancy is a lesser period). The Tenant will be able to monitor their usage via the Agent, All About Homes Hull Ltd during the Tenancy Period. The Landlord will not refund Rent if the consumption is lower than average.

8 **LIABILITY OF JOINT TENANTS**

8.1 Individual bedrooms

Each person named as Tenant will be responsible and liable for the bedroom within the Property they choose.

8.2 Fair share of the Rent

Each person named as Tenant must pay a fair proportion of the Rent, according to the advertised price of the bedroom they choose. The Tenants will each be liable only for their own share of Rent, and, will not have joint and individual liability for the whole of the Rent.

8.3 Obligations other than Rent

Each person living in the household will be individually and collectively responsible and liable for the shared areas of the Property and the Contents in them. This means that the Landlord can claim a proportion of all sums due in relation to the shared areas of the property from each tenant in the property.

GUARANTEE

- 9 This Agreement is conditional on the Tenant (and if the Tenant consists of more than one person, then each of them) providing a signed guarantee agreement and acceptable formal ID within 14 days of the date of this Agreement.
- 9.1 The guarantee agreement shall be in the Landlord's/Agents standard form, a copy of which is attached to this Agreement, and must signed by a person who is reasonably acceptable to the Landlord to act as guarantor.
- 9.2 The Landlord may in its discretion waive the obligation to provide a guarantee agreement. The Tenant shall not be entitled to cancel this Tenancy Agreement on the grounds that the Tenant has not provided a guarantee agreement.
- 9.3 If the Tenant (and if more than one person, each of them) has not provided the signed guarantee agreement within 14 days of the date of this Agreement the Landlord shall be entitled (but not obliged) to terminate this Agreement by giving written notice to the Tenant to that effect PROVIDED that such notice is given before the Tenant takes possession of the Property.



The Room Allocations

As decided and agreed by the tenants

Room	Name	Weekly Rent	Full Room Fee
1			
2			
3			
4			

Room	Name	Weekly Rent	Full Room Fee
5			
6			
7			
8			

SIGNED by each of the parties comprising of the **Tenant**

Signature: Print Name

Guarantor Signature: Print Name

SIGNED by an authorised person of All About Homes as agent for the Landlord

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GUARANTOR AGREEMENT (UK HOME OWNER)

Terms & conditions:

1. The Landlord agrees to let the Property to the Tenant(s). In consideration of this, the Guarantor agrees to act for the Tenant(s) should they fail, for any reason, to meet the financial commitments arising from the Tenancy Agreement entered into in respect of the Property.
2. This Guarantor Agreement refers to the current tenancy being undertaken and any extension or renewal of that tenancy. All references to the Landlord herein shall be deemed to include the Landlord's Agent or any person authorised to act on the landlord's behalf.
3. The Guarantor undertakes to pay the Landlord from the date of this Agreement from time to time the Rent within 10 days of receipt of a written demand from the Landlord or his Agent.
4. If the tenancy is for a fixed term, this guarantee applies for the whole of the term and is not revocable during the term.
5. If the Tenant consists of more than one person, this guarantee is limited to the obligations of the person whose name is on the Guarantor agreement.
6. If the tenancy is periodic or has become periodic by agreement, then this agreement may be terminated by written notice by the Guarantor subject to the Tenant vacating at the earliest legally permissible date required for possession. If the Tenant fails to vacate on this earliest date, then the guarantee shall continue until the Tenant vacates.



Dear Sirs

In consideration of the above statements and your willingness to grant a tenancy of Address..... to my _____(relationship to you), known as name....., I hereby agree to indemnify you against any default in payment of rent, damages for use and occupation, damages for disrepair, other damages or costs you may incur as a result of the said tenancy, or any further occupation of the property after the expiry of the tenancy whether under statutory continuation thereof or not.

Guarantors Home Address: _____

_____ Postcode: _____

As required, a formal copy of my ID is attached and a copy of my proof of address.

Note: Acceptable formal ID must be either a passport or driving licence. Proof of address must be a utility bill no older than 6 months.

Name (Printed): _____ Date: _____

Signature: _____