

ASSURED SHORTHOLD TENANCY

The Landlord hereby gives notice that this Agreement creates an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988 as amended by the Housing Act 1996. This means that when the term expires, the Landlord will therefore be entitled to recovery of possession of the premises by giving the Tenant(s) at least two months notice in writing, in accordance with the provisions as set out in Section 21 of that Act, unless Landlord gives the Tenant a notice under paragraph 2 of Schedule 2A to that Act stating that the tenancy is no longer an Assured Shorthold Tenancy.

PARTICULARS:

This Agreement is made on the:

Address for service under Section 47 & 48 of the Landlord and Tenant(s) Act 1987:

Landlord's

Name(s) & Address:

Tenant(s)'s

Name(s) & Address:

Property address:

Fixed Term Period of:

The Term: The tenancy will be for a term from and including the ...th day of 20... ("the Commencement Date") to and including ...th 20.... ("the Expiration Date").

Rent: £..... per calendar month payable monthly in advance commencing fromth 20.... and on theth day of each month by standing order directly to the Landlord/Agent account.
The first payment shall be made onth 20.... The next payment of rent will be dueth 20... and thereafter payment shall be made monthly on theth day of each month.

Bank Details:

Deposit: £..... to be protected.

Important Note: (a) **The Landlord** agrees to let the property and the Tenant(s) agrees to take the Property for the term and at the rent stated in the Particulars.

(b) **The Terms and Conditions** printed within this tenancy Agreement apply to this letting. The Tenant(s) hereby acknowledges that the rent and tenancy obligations are due jointly and severally from all Tenant(s) and accepts the Terms and Conditions, which the parties are deemed to have read and understood.

(c) **Legal Advice** - All parties should take independent legal advice before signing this agreement, as upon signing they agree to be bound by these terms and conditions

Initials of Landlord/Agent: _____

Initials of Tenant(s): _____

**Signed by the
Tenant(s):** _____

**Signed
By the Guarantor(s) (if any):** _____

**Signed
by the Witness:** _____

**Witness
full Address:** _____

Signed by the Landlord(s)/Agent: _____

Signed by the Witness: _____

**Witness
full Address:** _____

Initials of Landlord/Agent: _____

Initials of Tenant(s): _____

TERMS AND CONDITIONS

1. Definitions of Words and Phrases Used in this Agreement

"**The Landlord(s)**" will include any person who holds an entitlement to the legal ownership of the Property at the conclusion of the Tenancy which has hereby been created.

"**The Tenant(s)**" will include all persons that have title under the Tenant(s).

"**The Property**" will include any or all of the Property / Premises that the Tenant(s) is entitled to use within this Agreement, and any items specified in the attached inventory (if any) and any other fixtures, furniture and effect belonging to the Landlords and the boundaries of the Property.

"**The Fixtures and Fittings**" include reference to any of the Fixtures, Fittings Furnishings or Effects, floor, ceiling and wall coverings.

"**The Term**" or "**The Tenancy**" includes any extension or continuation thereof or any statutory periodic tenancy which may arise following the end of the period of the Term.

References to the male gender will include the female gender.

2. Access

Where the Property comprises of a flat the Tenant(s) shall be entitled to use the entrance hall, lift (if any) staircase and common parts of the building where the Property forms part of it for the purpose of access to and out from the Property.

3. For the purpose of Section 47 and 48 of the Landlord and Tenant(s) Act 1987 the address at which any Notices (including Notices in any proceedings) may be served on to the Landlord by the Tenant(s), is as set out on page one of this Agreement, until the Tenant(s) is notified in writing to the contrary.

4. Guarantor (if any)

Where there is a Guarantor to this Agreement, it is the Guarantor's responsibility to ensure that all obligations are met under the terms of this Agreement and to ensure that they are being met. It is the Tenant(s)'s responsibility to inform the Guarantor if any responsibilities are not being met including making the Guarantor aware of communications between the Tenant(s) and the Landlord or Landlord's Agent. Any letters or communications will normally be served to the Tenant(s) address.

5. Deposit

The Tenant(s) shall pay the Deposit as specified in the "Particulars" to the Landlord's Agent; such Deposit money will be held in a designated account without any interest payable to the Tenant(s) and registered with a Statutory Deposit Scheme.

The Deposit (if any) will be held in respect of

5.1 Any instalment of rent or any other monies payable under this Agreement which remain unpaid at the end of the tenancy.

5.2 Any damage to or cleaning of the Property or to the Fixtures and Fittings and Effects for which the Tenant(s) may be liable.

5.3 Any other breach on the part of the Tenant(s) of the Tenant(s)'s obligations under this Agreement, including a failure to pay any sums of money due including rent and interest thereon under the terms of this Agreement and costs for which the Tenant(s) may be liable under this Agreement on the termination of the tenancy so that any balance of the Deposit shall be refunded to the Tenant(s) to be determined in accordance with the findings of the Inventory check at the termination of this Agreement but in no case shall any part of the Deposit be treated as rent or any other sum due from the Tenant(s) to the Landlord by the Tenant(s) or relieve the Tenant(s) of the obligations to make all payments of Rent and other sums due from

Initials of Landlord/Agent: _____

Initials of Tenant(s): _____

the Tenant(s) to be Landlord as and when the same shall fall due for payment clear from all deductions

- 5.4 **In the event of disagreement** on the balance of the Deposit to be returned to the Tenant without interest it is agreed by the parties hereto that the matter shall go to arbitration before the Landlord's Surveyor (who shall be a Fellow of the Royal Institution of Chartered Surveyors) who shall determine the matter acting as arbitrator and not acting as an expert and whose decision shall be final and binding on both of the parties and the cost of instituting an arbitrator for such a dispute to be split between them
- 5.5 Any sum repayable by the Landlord to a Local Authority where housing benefits have been paid direct to the Landlord or Landlord's Agent by the local authority.
- 5.6 Any damage and/or claim for dilapidations, breakages caused or cleaning to the Property and/or fumigation required as a result of any pets occupying the Property either with or without the Landlord's consent.
- 5.7 Any costs, expenses, charges or other monies payable by the Tenant(s) to the Landlord or Landlord's Agent under this Agreement, including cost and expenses for any legal action.
- 5.8 **The Tenant(s) will not be entitled to withhold the payment of any instalment of rent** or any other monies payable under this Agreement on the grounds that the Landlord has in his or his Agent's possession monies in respect of the Deposit.
- 5.9 **Return of Deposit** - The Landlord or the Landlord's Agent, will return to the Tenant(s) the Deposit, dependent on whom is holding the Deposit money once copies of receipted utilities and council tax bills have been provided and providing that there is no claim by the Landlord against the Tenant(s) for any breaches within this Agreement, as soon as possible after the formal determination of this Agreement. In the event of there being a dispute at the end of this Agreement between the Landlord and the Tenant(s) for the return of all or part of the deposit that is not settled within 30 days, then the Deposit, if held by the Agent, will be passed over to the Landlord for safe keeping until the matter is resolved. The Tenant(s) will need to pursue the Landlord directly for any settlement.
- 5.10 **Rent Increases**
- a. The Landlord/Agent can increase the rent annually and will give the tenant one month's notice of the increase before the end of the tenancy.
- 5.11 **Inventory, Check In/Check Out**
- a. It is hereby agreed that the Landlord shall pay for the full inventory (where applicable) and the Tenant shall pay for the check-in and check-out.

Tenant(s)'s Obligations

The Tenant(s) agrees to observe and perform the following obligations:

6. **To pay the rent as stated in the "Particulars"** at the times and in the manner specified in this Agreement and that in the event of the Tenant(s) failing to pay any or all of the rent on the date that the rent is due, to pay interest at the rate of 4% over the Bank Base Rate which the rent is paid into (such interest to be calculated upon a daily basis) until payment is actually made.
- 6.1 **The Tenant(s) acknowledges that any payments received from a third party in respect of the rent** will be deemed to be payment made for and on behalf of the

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Initials of Tenant(s): _____

Tenant(s) and will not under any circumstances give rise to any rights over the property to that third party whatsoever.

7. **To arrange for the electricity, gas and telephone services** (as available to the Property) to be immediately transferred into the Tenant(s)'s name on the signing of this Agreement and to inform the Landlord or Landlord's Agent of any change of supplier for any of the utility services. The Tenant(s) also agrees to pay for all such accounts in respect of the Property where appropriate and to settle all outstanding accounts with such services immediately before the termination of this Agreement or the Tenant(s)'s departure from the Property.
8. **To pay for all Water Rates and services, all Council Tax charges and any other charges levied** on the Property and to inform the Landlord or Landlord's Agent of any changes to the utility suppliers. The Tenant(s) also agrees to settle all outstanding accounts with such services immediately before the termination of this Agreement and the Tenant(s)'s departure from the Property.
9. **To keep the Property in good Tenant(s) able repair**
The Tenant(s) agrees to keep the interior of the Property, including any Fixtures, Fittings, Furniture and Effects listed on any Inventory provided, in good repair and condition throughout the Term, and to safeguard them from destruction or damage.
10. **The Tenant(s) agrees to pay for the replacement or repair of any fittings** that are broken, lost, stolen, damaged or destroyed during the Term (damage by fire and other insurable risks excepted unless it was the result of any act or omission on the part of the Tenant(s) or any person residing or sleeping in or visiting the Property) or at the option of the Landlord to compensate for these items.
11. **The Tenant(s) agrees to use the Property in a reasonable manner and to take reasonable care** of the Property including any Fixtures and Fittings and to keep the Property and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Property and the Fixtures and Fittings at the determination of the Term in a clean and tidy condition and in good order (fair wear and tear excepted) and in accordance with the Tenant(s)'s obligations and to deliver all keys for the Property to the Landlord.
12. **The Tenant(s) agrees to assume responsibility for insuring his/her possessions.** The Landlord cannot be held liable for any loss or damage to the Tenant's goods however caused.
13. **The Tenant(s) agrees to replace all cracked or broken glass** at the property during the Tenancy with the same quality glass as soon as reasonably possible.
14. **The Tenant(s) agrees to keep all electric lights in good working order** and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary.
15. **The Tenant(s) agrees to keep all smoke detectors / alarms in good working order** and in particular to replace all batteries as and when necessary.
16. **The Tenant(s) agrees to pay for the washing and cleaning of all net curtains, linens, counterpanes,** blankets, carpets, upholstery, curtains and similar articles that have been soiled during the Tenancy, and for all upholstery and carpets to be professionally cleaned prior to the determination of the Tenancy.
17. **The Tenant(s) agrees to keep the drains free from obstruction and to have all the chimneys and flues** (if any) to the Property cleaned and swept as often as necessary.

Initials of Landlord/Agent: _____

Initials of Tenant(s): _____

18. **The Tenant(s) agrees to keep all electrical appliances and apparatus in good working order during the Tenancy** and to pay the television set licence fee for any television set or a proper proportion thereof according to the duration of the Tenancy.
19. **The Tenant(s) agrees to notify the Landlord or the Landlord's Agent immediately** in writing of any damage, destruction or loss that may happen at the Property or to the Contents and Effects whether by fire or for whatsoever reason.
20. **The Tenant(s) agrees to notify the Landlord or the Landlord's Agent immediately should repairs** become necessary for which the Tenant(s) is not liable for and in no circumstances should the Tenant(s) arrange or give instructions for any such repairs to be carried out except at the written request of the Landlord or the Landlord's Agent, otherwise the Tenant(s) shall be responsible for the cost of any repairs carried out in breach of this provision.
21. **The Tenant(s) agrees not to carry out any redecoration at the said Property or any part of the Property** without the previous consent in writing of the Landlord or the Landlord's Agent and in the case of any such breach the Tenant(s) shall be responsible for the entire cost of the redecoration at the expiration or sooner determination of the Tenancy.
22. **Not to make any alteration or additions to the Property without the prior written approval of the** Landlord or the Landlord's Agent.
23. **Not to remove any of the Fixtures, Furniture and Effects specified in the Inventory** and to pay for the repair or replacement of any items which have been broken, lost, damaged or destroyed during the Tenancy. Any replacements will need to be first approved by the Landlord or the Landlord's Agent.
24. **Not to bring into the Property any additional Furniture** without the written consent of the Landlord or the Landlord's Agent and to leave the Furniture, Furnishings and Effects at the expiration or sooner determination of the Tenancy in the rooms and places in which they were at the commencement of the Tenancy.
25. **Access and Inspection of the Property** - The Tenant(s) agrees to allow the Landlord, the Landlord's Agent or any other person authorised by the Landlord to enter the Property at all reasonable times of the day by giving the Tenant(s) 24 hours' notice, to visit and examine the condition of the Property and to carry out any repairs, maintenance, alterations or replace the Fixtures and Fittings for the purpose of complying with any obligations imposed on the Landlord by law.
 - 25.1 **The Tenant(s) agrees to allow the Property to be viewed during the last two months of the Tenancy** at all reasonable times by prior appointment made by the Landlord or any person acting on behalf of Landlord for the purpose of showing a prospective purchaser or Tenant(s) the Property for selling or re-letting of the Property and to allow the erection of a 'For sale' or 'To let' board(s) at their discretion on the Property.
26. **Where the Tenant(s) or any Agent appointed by the Tenant(s) does not keep a pre-arranged appointment**, the Tenant(s) agrees to pay any additional costs incurred by the Landlord or the Landlord's Agent or any other person authorised by the Landlord in making and attending a second appointment, and if neither the Tenant(s) or the Tenant(s)'s agent keeps the second appointment or any others thereafter, any amounts for compensation made by the Landlord or Landlord's Agent will be binding and payable by the Tenant(s).

Initials of Landlord/Agent: _____

Initials of Tenant(s): _____

- Initials of Tenant(s):

35. **Gardens and Driveways** - Where any Garden, Driveways, Pathways, Lawns, Hedges and Rockeries are included in the Tenancy, the Tenant(s) agrees to keep them clean and tidy, properly cultivated and free from weeds and to keep any grass regularly mown, and trees and shrubs pruned and not to be cut down or removed. Furthermore, the Tenant(s) agrees not to alter the layout of any Garden, Driveways, Pathways, Lawns, Hedges and Rockeries without the Landlord's prior written consent.
36. **Animals and Pets** - The Tenant(s) agrees not to keep any animals, reptiles or birds on the Property without the prior written consent of the Landlord which will not be withheld unreasonably. If the Landlord gives his written consent for the Tenant(s) to keep any animal, reptile or bird on the Property then the Tenant(s) agrees to have the Property professionally cleaned with de-infestation cleaner at the termination of the Tenancy and to provide a receipted invoice to the Landlord or the Landlord's Agent as written proof that he has complied with this clause.
37. **Smoking** - The Tenant(s) agrees not to smoke or permit any guest or visitor to smoke tobacco or any other substance on the Property without the Landlord's prior written consent which will not be unreasonably withheld. In the event of the Landlord giving such consent to the Tenant(s), the Tenant(s) agrees to pay the Landlord for any cleaning and / or redecoration costs that the Landlord may incur as a result of the Tenant(s) (or the Tenant(s) guests) smoking in the Property.
38. **Sanitation, Pipes, Drains and Gutters** - The Tenant(s) agrees to keep in good working order and free from obstruction all baths, sinks, taps, lavatories, cisterns, drains, waste and other pipes, gutters down pipes and gullies on or serving the Property and to indemnify the Landlord for any damage caused by any breach of this stipulation.
- 38.1 **The Tenant(s) agrees not to overload, block up or damage any of the drains, pipes, wires, cables** or any apparatus or installation relating to the utility services serving the Property.
- 38.2 **The Tenant(s) agrees that during the winter months to take adequate precautions to avoid damage by frost and freezing** to any of the said drains, pipes, wires, cables or any apparatus or installation relating to the utility services serving the Property.
- 38.3 **The Tenant(s) agrees not to allow any oil, fat, grease or other harmful or corrosive substances** to enter any of the sanitary appliances or drains within the Property.
39. **Security to the Property when empty** - Whenever the Property is left unattended, the Tenant(s) agrees to fasten securely all dead locks or other locks and bolts fitted to doors and windows permitting access to the Property, and that any Property alarm system is activated and that any code numbers are not changed without the consent of the Landlord, such consent not to be unreasonably withheld. In breaching this clause the Tenant(s) will be responsible for all reasonable costs incurred by the Landlord and including the costs for restoring the alarm system to an operational condition.
- 39.1 **The Tenant(s) agrees not to leave the Property vacant or unoccupied for a period in excess of 14 consecutive days** without first giving written notice to the Landlord or Landlord's Agent of his intention to do so, and before doing so the Tenant(s) will take adequate steps to ensure that the Property is protected against the risk of damage by frost, by either draining down all water supplies in or serving the property and also to ensure that the stopcock is turned off or by providing adequate heating during the period the Property is vacant.

Initials of Landlord/Agent: _____

Initials of Tenant(s): _____

- 39.2 **The Tenant(s) agrees to pay Landlord/Agent** admin fee on renewals and extensions of tenancies prior to signing the new Agreement/Contract.

End of the tenancy

40. **The Tenant(s) agrees to leave the Landlords contents and effects at the end** of the tenancy in the same places in which they were positioned at the commencement of the tenancy.
41. **Inventory and Check out** - If the Tenant(s) or any Agent appointed by him fails to keep an agreed appointment with the Landlord or the Landlord's Agent to check the Inventory and Schedule of Condition at the conclusion of the tenancy the Tenant(s) will pay all reasonable costs incurred by the Landlord or the Landlord's agent in making and attending a second appointment to check the Inventory and Schedule of Condition. If neither the Tenant(s) nor his agent keeps the second appointment the Landlord or the Landlord's Agent will be entitled to check the Inventory and Schedule of Condition at the appointed time in the absence of the Tenant(s) or his representative.
42. **The Tenant(s) agrees to return the keys of the Property to the Landlord or Landlord's Agent** on the agreed termination date, or at the end of the tenancy, whichever is sooner, and to pay for any reasonable charges incurred by the Landlord or Landlord's agent in securing the property against re-entry where the keys have not been returned. (Subject also to clauses 30, 30.1 and 30.2 above).
43. **Tenant(s)'s items left at the Property** - If any of the Tenant(s)'s goods or any goods belonging to members of the Tenant(s)'s household have not been removed from the Property at the time of expiration or sooner determination of the Tenancy, the Tenant(s) agrees:
- 43.1 **The Tenant(s) agrees to pay the Landlord damages at a rate equal to the daily rent payable for the Property** until the Tenant(s) has removed all such goods and;
- 43.2 **To pay to the Landlord any additional expenses incurred by the Landlord in checking the Inventory** (which cannot be checked until all goods belonging to the Tenant(s) or members of his household have been removed).
44. **The Tenant(s) can remain liable for the rent and utility charges at the Property** until such time as the property has been returned to the Landlord or Landlord's agent without any further hindrance by the Tenant(s) or any other occupier at the property.

Costs and Expenses

45. **Early Termination** - In the event of this Agreement being terminated before the end of the stated period by the Tenant(s) in any way, the Tenant(s) agrees to pay the full cost of re-letting the Property and any loss of rent incurred by the Landlord as a result of the Tenant(s)'s action.
46. **The Tenant(s) agrees to pay the costs and expenses (including solicitor's costs) incurred** by the Landlord or the Landlord's Agent in connection with any Notice Served or letters sent requiring the Tenant(s) to remedy a breach of their Tenancy obligations at a minimum cost of £45.00 per item sent, not excluding other costs that may also occur due to the Tenant(s)'s breach.

Initials of Landlord/Agent: _____

Initials of Tenant(s): _____

Landlord's Obligations

The Landlord agrees with the Tenant(s) as follows:

47. That the Tenant(s) paying the rent and observing and performing all the Tenant(s)'s obligations under this Agreement may **quietly enjoy the Property without any unlawful interruption by the Landlord** or to any person rightfully claiming to be under the trust of the Landlord.
48. **To insure the Property against loss or damage by fire** to the full reinstatement value and other risks as the Landlord thinks fit and to return to the Tenant(s) any rent payable for any period whilst the Property is rendered uninhabitable or inaccessible by reason of fire (other than a fire caused by the actions or default of the Tenant(s), Tenant(s)'s guest, visitor or person acting on behalf of the Tenant(s)) or other inevitable accident the amount in case of dispute to be settled by formal arbitration or in a Court of law.
49. **To pay and indemnify the Tenant(s) against all Taxes, assessments** and outgoing other than those in respect of which the Tenant(s) is liable for under this Agreement.
50. **The Landlord agrees to keep in repair and proper working order** all mechanical and electrical items including all washing machines dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the Inventory and Schedule of Condition. This clause will not however require the Landlord to repair any such items if the cause of the damage is as a result of any act or neglect on the part of the Tenant(s).
51. **This Agreement will take effect subject to the provisions of Sections 11 to 16 of the Landlord and Tenant(s) Act 1985** (as amended by the Housing Act 1988) which imposes on the Landlord obligations to repair the structure and exterior (including drains gutters and pipes) and certain installations for the supply of water electricity and sanitation (including basins sinks baths and sanitary conveniences and for space heating or heating water but not other fixtures fittings and appliances for using the supply of water and electricity). The Landlord will not accept responsibility for charges incurred by the Tenant(s) for the repair of these items except in the case of any emergency.
52. **Safety Regulations** The Landlord confirms that the items within the Property and as detailed within the Inventory and Schedule of Condition comply with the **Furniture and Furnishings (Fire) (Safety) Regulations 1988** as amended in 1993, The **Gas Safety (Installation and Use) Regulations 1998** of which a copy of the safety check Record will be given to the Tenant(s) at the commencement of the tenancy, and all of the electrical appliances comply with the **Electrical Equipment (Safety) Regulations 1994**.

Enforcement of Obligations

Breaches of this Agreement by the Tenant(s)- If at any time during the Tenancy:

53. The Tenant(s) fails to pay the rent or any part of the rent for more than 14 days after payment is due;
54. The Tenant(s) fails to observe or perform any Agreement or obligation under this Agreement;
55. The Tenant(s) becomes bankrupt or enters into a voluntary arrangement with his creditors;
56. The Tenant(s) leaves the Property vacant or unoccupied without the Landlord or Landlord's Agent consent; **Then the Landlord will be entitled to take immediate steps to recover possession of the Property** from the Tenant(s) and/or the Occupier by issuing proceedings for possession in the appropriate Court or Tribunal. In the event of the Landlord taking this action

Initials of Landlord/Agent: _____

Initials of Tenant(s): _____

this will not alter any other rights or obligations within this Agreement unless the Court or Tribunal rules otherwise.

57. **The receipt of Rent by the Landlord will not be seen as a waiver of any breach** of the Tenant(s)' obligations or provisions within this Agreement which must be performed by the Tenant(s).

58. **Notices**

The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any Notices served on the Tenant(s) will be sufficiently served if sent by ordinary first class post to the Tenant(s) at the Tenant(s) Property or the last known address of the Tenant(s) or left addressed to the Tenant(s) at the Tenant(s) Property. This clause will apply to any notices authorised or required to be served under this Agreement or under any Act of Parliament relating to the Tenancy.

59. **Tenancy break Clause**

This Agreement may be terminated by either party giving to the other at least two months notice in writing to expire at any time after four months from the commencement date of this Agreement as specified in the clause "Term" under the heading "Particulars" of this Agreement.

60. **Notice under - Ground 1 and Ground 2, of Schedule 2 of the Housing Act 1988**

Ground 1

The Landlord notifies the Tenant(s) that possession of the Property may be recovered under Ground 1 in Schedule 2 to the Housing Act 1988. This requires the court to order possession of the property where the Landlord has previously occupied the Property as his only or principal home or requires the Property as the only or principal home of the Landlord or the Landlord's spouse.

Ground 2

The Landlord notifies the Tenant(s) that possession of the Property may be recovered under Ground 2 of Schedule 2 to the Housing Act 1988. This requires the court to order possession where:

- (i) The Property is subject to a Mortgage or charge granted before the beginning of the Tenancy; and
- (ii) The Lender is entitled to exercise a power of sale; and
- (iii) The Lender requires possession of the Property in order to dispose of them with vacant possession when exercising the power of sale.