

## ASSURED SHORTHOLD TENANCY AGREEMENT

This Tenancy Agreement is dated \_\_\_\_\_ (*insert date agreement is granted*)

### Particulars of tenancy

In this agreement:-

|                         |  |
|-------------------------|--|
| Landlord means          | <i>Insert name(s) and address(s)</i>   |
| Tenant means            | <i>Insert (name(s) and address(es)</i>   |
| Property means          | <i>Insert description of property let</i>  |
| Commencement Date means | <i>Insert date tenancy starts</i>  |
| Term means              | <i>Insert the initial fixed term of the tenancy if any</i><br><br>A term of _____ months starting on the Commencement Date *   |
| Rent means              | <i>Insert rent payable for each rental period</i><br><br>The sum of £_____ per week*/month* payable on:<br><br>The _____ day of every month *<br><br>_____day of every week *.<br><br>If the Rent changes during the tenancy, Rent means rent at the new rate. |
| The Deposit means       | £ _____  |

|  |   |
|--|---|
| Landlord's Address for Service ( <i>insert address to which the Tenant should send any notices to the Landlord</i> ) means     | Unless the Landlord notifies the Tenant in writing of a substituted address in which case that address shall become the Landlord's Address for Service. |
| Tenant's Notice Period ( <i>inset period of notice which the tenant(s) must give in order to terminate the tenancy</i> ) means | _____ month(s)  |

*\* Delete as appropriate*

**Grant of tenancy**

1. The Landlord grants and the Tenant accepts a tenancy of the Property on the terms set out in the above Particulars and the expressions in the left hand column of the Particulars have the meanings respectively set against them in the right hand column.
2. This Agreement is intended to give rise to an assured shorthold tenancy under section 19A of the Housing Act 1988.

**Tenant's obligations**

3. The Tenant covenants with the Landlord as follows:-
  - 3.1. To pay the Rent clear of all deductions at the times specified whether formally demanded or not and the Rent shall be paid by whichever of the following means the Landlord may from time to time require:-
    - 3.1.1. Cash
    - 3.1.2. Cheque
    - 3.1.3. By standing order to a bank account nominated by the Landlord.
  - 3.2. To pay the council tax or any tax replacing it payable in respect of the Property. If the council tax is payable by the Landlord the Tenant will fully indemnify and keep the Landlord indemnified in respect of it.
  - 3.3. To pay directly to the respective suppliers all charges for gas, electricity, oil, liquid petroleum gas and telephone services (including line rental) supplied to the Property during the tenancy and to indemnify the Landlord in respect thereof.
  - 3.4. To pay all water and sewerage charges and metered payments in respect of the supply of water to the Property.
  - 3.5. To leave the telephone line intact for the benefit of the Landlord at the end of the tenancy or to pay the Landlord's costs of having the line re-installed (save for any charges which may be incurred by the Landlord in having the service re-installed from a temporary disconnection).
  - 3.6. Not to change the telephone number without the consent of the Landlord.

- 3.7. Not to keep or use in the Property any television unless the Tenant is the holder of a valid television licence in respect of the Property.
- 3.8. Not to make any alteration or addition to the Property.
- 3.9. Not to change the internal or external colour of the Property without the prior written consent of the Landlord and not to suspend or affix to the ceilings walls or contents of the Property by any means whatsoever any pictures, posters or other articles.
- 3.10. Not to keep any caravan, boat, trailer or similar chattel at the Property.
- 3.11. Not to carry on any trade, profession or business on or from the Property but to use the Property as a single private residence only in the occupation of the Tenant
- 3.12. Not to assign, sub-let or part with possession of the Property or any part of it nor to take in any lodgers or paying guests.
- 3.13. Not to keep any animals, bird, or reptile on the Property without the written consent of the Landlord which if given shall be deemed to be way of licence revocable at will.
- 3.14. Not to commit or allow members of the Tenant's household or visitors to cause a nuisance or annoyance to other persons in the neighbourhood or to any other tenant of the Landlord.
- 3.15. Not to commit or allow members of the Tenant's household or visitors to commit at or near the Property any:-
- 3.15.1. Criminal offence;
  - 3.15.2. Harassment or threat of harassment on the grounds of race, colour, religion, sex, sexual orientation or which may interfere with the peace and comfort of or cause offence to any other tenant, member of his/her household, visitor or employee of the Landlord or his agents or contractors;
  - 3.15.3. Nuisance or intimidation or physical, verbal or written abuse against other tenant, visitor, or employee of the Landlord or his agents or contractors.
- 3.16. Not to permit or suffer any television, hi-fi, radio, musical instrument, or other sound producing equipment to be audible outside the Property between the hours of 10.30pm and 7.00am nor outside those hours to be a nuisance or annoyance to any neighbouring property.
- 3.17. Not to permit or suffer to be done any act or thing which may render void or voidable any policy of insurance on the Property or (if applicable) the building of which the Property forms part or which may cause an increased premium to be payable in respect thereof.
- 3.18. Not to keep any combustible or offensive goods, provisions or materials in the Property nor to use a paraffin or portable gas heater within the Property.

- 3.19. Not to allow any illegal drugs to be present or used on the Property.
- 3.20. Not to make any duplicate keys to the Property nor to replace or add any new locks without the prior written consent of the Landlord and in the event of such consent being forthcoming the Tenant undertakes that one full set of keys to the new locks shall at all times be provided at the Tenant's expense to the Landlord.
- 3.21. Not to erect or permit to be projected outside the Property any wireless/satellite dish or television aerial without the prior written consent of the Landlord.
- 3.22. Not to leave the Property unattended for a period of more than 28 consecutive days without the prior written consent of the Landlord.
- 3.23. To make good all damage occasioned to the Property or to any building of which the Property forms part which arises:-
- 3.23.1. As a consequence of any breach of any obligations of the Tenant under this agreement;
  - 3.23.2. Through the negligence of the Tenant or any person for the time being at the Property;
  - 3.23.3. Through the stopping up, bursting, overflowing or leakage of any tap, bath, washbasin, lavatory, sink, cistern, heater, pipe, fitting or water apparatus due to the negligence of the Tenant or of any such person;
- PROVIDED THAT this sub-clause shall not impose any obligation on the Tenant which is the obligation of the Landlord under section 11 of the Landlord and Tenant Act 1985.
- 3.24. During the winter months to take adequate precautions to avoid damage from the freezing and bursting pipes PROVIDED this shall not oblige the Tenant to lag or otherwise protect pipes that are not already lagged or protected.
- 3.25. To keep the interior of the Property (including the glass in the windows) during the Term in as good and clean state of repair condition and decoration as the Property is at the commencement of the tenancy and to make good all damages and breakages to the Property which may occur during the tenancy (fair wear and tear and damage by accidental fire excepted).
- 3.26. To permit the Landlord and all persons authorised by the Landlord with or without workmen at all reasonable times to enter the Property for purposes of:-
- 3.26.1. Examining the state of repair decoration and condition of the Property;
  - 3.26.2. Executing repairs decorations or alterations to or upon the Property or any adjoining or neighbouring property;
  - 3.26.3. Cleansing emptying or renewing the sewer pipes drains or soakways and gutters belonging to the same;

3.26.4. Constructing any buildings or erections on any adjoining or neighbouring property;

3.26.5. Carrying out his repairing obligations hereunder and any repairs additions alterations or other works which may appear to the Landlord or his agents to be necessary or desirable to the Property or any adjoining or nearby property.

3.27. To permit the Landlord and his agents to enter the Property at reasonable times of day and view the condition thereof and forthwith to comply with any notice that may be given by the Landlord requiring any breach of any of the obligations on the part of the Tenant under this Agreement to be made good and if the Tenant shall fail for a period of one month to comply with such notice it shall be lawful for the Landlord (but without prejudice to the right of re-entry hereinafter contained) to enter the Property and execute the repairs in accordance with the provisions hereof and the cost incurred by the Landlord in so doing shall be repaid by the Tenant on demand.

3.28. To test the smoke detectors at the Property at least once a month, to replace the batteries when required and to notify the Landlord in writing of any defect in any smoke detector immediately the Tenant becomes aware of it.

3.29. Not to discharge into any of the drains or sewers serving the Property any oil grease or other deleterious matter or any substance which might be or become a source of danger or injury to the drainage system and to reimburse to the Landlord all costs incurred in consequence of a breach of this provision.

3.30. Not display any sign, notice or advertisement on the outside of the Property or on the inside so as to be visible from the outside.

3.31. Not to do anything to permit any state of affairs to exist on the Property which may be a breach of any Act of Parliament or any regulations or directions under it.

3.32. At any time after the Landlord has served on the Tenant a notice under section 21 of the Housing Act 1988 or the Tenant has served on the Landlord notice to quit to permit prospective tenants or purchasers to view the Property at reasonable times and should the Landlord wish to exhibit upon the Property notice that the same is for sale or to let to permit such notice to be displayed.

3.33. If the Tenant's goods or any of them or any goods belonging to members of the Tenant's household shall not have been removed from the Property when the tenancy ends:-

3.33.1. To pay to the Landlord damages at a rate equal to the Rent then payable for the Property until the Tenant shall have removed all such goods; and

3.33.2. To pay any additional expense incurred in checking the inventory (which cannot be checked until all goods belonging to the Tenant or members of his household shall have been removed).

3.34. If any such goods remain on the Property for 21 days after the Landlord reasonably believes the Tenant has vacated the Tenant hereby gives the Landlord consent to remove the goods and sell or dispose of the goods as the Landlord sees fit.

3.35. To forward forthwith to the Landlord any correspondence addressed to either of them which is delivered to or left at the Property or has otherwise come to the attention of the Tenant.

3.36. To clean all windows of the Property and paint work surrounding the same at least once every eight weeks.

3.37. To keep in a clean and tidy manner the garden of the Property and to keep the Property free from rubbish or offensive matter.

3.38. When the tenancy ends to deliver to the Landlord all keys to the Property.

3.39. If the Tenant has the use of the Landlord's furniture and effects:-

3.39.1. The furniture and effects shall be specified in an inventory signed by the Tenant.

3.39.2. The Tenant will:-

3.39.2.1. Not damage or remove from the Property any of the furniture or effects.

3.39.2.2. Make good all damages and breakages to the furniture and effects which may occur during the tenancy.

3.39.2.3. Leave the furniture and effects at the end of the tenancy in the same position as they were in at its commencement.

3.39.2.4. Clean or pay the cleaning of all carpets, furniture, linen, counterpane, blankets, and curtains (if any) including in the letting which shall have been soiled during the tenancy.

#### **Landlord's obligations**

4. The Landlord agrees with the Tenant as follows:-

4.1. That the Tenant paying the Rent and performing the obligations on the part of the Tenant may quietly possess and enjoy the Property during the tenancy without unlawful interruption from the Landlord or any person claiming under or in trust for the Landlord.

4.2. The Landlord must insure the Property and those of its contents which belong to the Landlord with an insurance company of repute against fire and such other risks as the Landlord from time to time in his absolute discretion decides to insure against. The Landlord shall be under no obligation to insure the Tenant's property at the Property.

## **Deposit**

5. If a Deposit is shown in the Particulars above then the Tenant must pay the Deposit to the Landlord if it has not already been paid and the following terms apply:-

5.1. The Deposit will be held by the Landlord who may deduct from it:-

5.1.1. Any Rent or other payments due from the Tenant from time to time which are not paid when falling due;

5.1.2. Any sum which the Landlord expends in remedying any failure by the Tenant to comply with his obligations under this agreement;

5.1.3. After the end of the tenancy, any sum owing to the Landlord in respect of any period of unauthorised occupation by the Tenant or anyone under the Tenant's control;

5.1.4. Any other sums from time to time due to the Landlord under this agreement or otherwise arising out of the Tenant's occupation of the Property;

5.1.5. Any interest payable to the Landlord under this agreement;

But shall not be obliged to do so.

5.2. If the Landlord applies the Deposit or any part of it as authorised above the Tenant will on demand pay the Landlord a further sum to restore the Deposit to the amount shown in the Particulars.

5.3. The Deposit will be repaid to the Tenant less any amount deducted in accordance with this clause 28 days after the termination of the tenancy provided that the Tenant has by then delivered to the Landlord all keys to the Property.

## **Termination by the Tenant**

6. If the Tenant requires to terminate this agreement, the Tenant must give written notice to the Landlord and the period of notice shall not be less than the Tenant's Notice Period.

## **Forfeiture**

7. If at any time:-

7.1. Any Rent payable under this agreement is outstanding for 14 days after becoming due (whether formally demanded or not); or

7.2. There shall be a breach by the Tenant of any of obligation or other provision of this agreement; or

7.3. Any of the following grounds for possession contained in Schedule 2 of the Housing Act 1988 shall apply:-

7.3.1. Part I of Schedule 2, grounds 2 or 8; or

7.3.2. Part II of Schedule 2, all grounds with the exception of grounds 9 and 16; or

7.4. The Tenant becomes bankrupt, has an administration order made in respect of his assets, has a receiver appointed or enters into an arrangement for the benefit of his creditors

Then the Landlord may forfeit the tenancy and bring court proceedings to recover possession of the Property, even if the Landlord has waived any previous right to do so and this shall be without prejudice to any other right or remedy of the Landlord.

### **Miscellaneous provisions**

PROVIDED ALWAYS and it is agreed as follows that:-

8. If any sum payable by the Tenant to the Landlord shall not be paid 14 days after becoming payable (whether formally demanded or not) the Tenant will pay interest on the outstanding amount at the rate of 4% above the base lending rate for the time being in force of Barclays Bank plc calculated on a daily basis from the date of the same becoming due until the date of actual payment and the same shall be recoverable as rent in arrear.

9. Any notice to be served hereunder on the Tenant shall be sufficiently served if sent by first class post to the Tenant at the Property or left addressed to the Tenant at the Property or sent to the Tenant by first class post at the last known address in Great Britain of the Tenant.

10. Notices (including notices in proceedings) to be served on the Landlord may be served at the Landlord's Address for Service.

11. If the Landlord has cause to write to the Tenant due to the Rent or any part of it being in arrears for any period or for any reason following a breach of this agreement a charge will be levied for each letter sent on the following scale:

11.1. First letter - no charge

11.2. Second letter - £10.00

11.3. Third letter - £25.00

11.4. Fourth or any subsequent letter - £25.00

11.5. Any such charges shall be payable immediately by the Tenant and if not paid will be recoverable as rent.

12. In this agreement:-

12.1. Words importing one gender include all other genders and words importing the singular include the plural and vice versa

12.2. If two or more persons are together the Tenant their obligations to the Landlord shall be Joint and several.

### **Signatures**

|  |           |
|--|-----------|
| Signed by the Landlord or the Landlord's agent on behalf of the Landlord | Sign here |
| Signed by the Tenant ( <i>all tenants must sign personally</i> )         | Sign here |