

ASSURED SHORTHOLD TENANCY AGREEMENT
Under part 1 of the Housing Act 1988
As amended under Part 3 of the Housing Act 1996

Dated: *START DATE*

This Agreement is between us: *LANDLORDS NAME AND ADDRESS* (“the Landlord”) and

TENANTS NAME, DATE OF BIRTH, NATIONAL INSURANCE NUMBER AND CURRENT ADDRESS (“the Tenant”)

The rent is: *AMOUNT IN WORDS* (£.....) per week/per month which must be paid in advance

A.

1. We let out the property at: *FULL ADDRESS OF PROPERTY* to you (individually and together if there is more than one of you) as well as the furniture, fixtures and household belongings that are on the inventory that you and we signed at the commencement of the Tenancy. The amount of rent is shown above and both you and we must keep to the terms below.

2. You will have the property and furniture for six months from the date of this agreement to 11 am on the: *DATE (SIX MONTHS FROM TENANCY START DATE)*. If, at the end of this time, you want to continue the tenancy and you have not already received from us two months’ notice to end the tenancy, it will carry on from month to month as a monthly contractual tenancy. You must give one month’s notice to end it. This notice must be given to expire on a rent payment day.

3. This agreement is an Assured Shorthold Tenancy (as defined in section 19a of the Housing Act 1988). The arrangements in Section 21 of the Housing Act 1988 for the landlord to repossess the property apply to this agreement. This means that you cannot claim any legal rights to stay on once the tenancy has ended and a court order says you must leave. The Landlord giving a Section 21 notice must give at least two months’ notice in writing. For more information you should consult a Housing Advice Centre, solicitor or Citizens’ Advice Bureau who will tell you what this means.

4. We will let the property to you (individually and together) and only you as named at the top of this Tenancy Agreement will be allowed to live there.

5. No children are allowed to live in the property without our permission, in writing (which we will not unreasonably withhold).

6. No animals are allowed in the property without our permission, in writing.

7. You have to pay a deposit of one months’ rent as set out above. You will not receive interest on the deposit unless it is paid into the Government’s custodial tenancy deposit scheme. If it is paid into that scheme, you will receive any interest that may be payable under the scheme’s terms and conditions). You will get it back when this agreement ends and you leave the property, as long as

you have kept to all the agreements and conditions and you have paid all the rent and bills for the property. If you do not do so, we may take from your deposit any rent legally owed to us, or other money legally owed to us, reasonable compensation if you have broken any of your agreements, or the reasonable cost of making good any damage which is not caused by fair wear and tear. We will keep the deposit until you have produced satisfactory proof that you have paid for the utility bills (electricity, gas, water and phone) for the property. If you fail to do so, we may pay any charges you owe from your deposit. If we cannot agree amounts for any breach, the matter will be decided by the County Court unless we can agree on some other way of sorting out the dispute.

8. You cannot use the deposit to pay rent under this agreement.

9. If you owe rent or any other money legally payable to us under the 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 the Royal Bank of Scotland. This rate may apply before, as well as after, a court judgement has been made against you, depending on the terms of the court judgement.

10. We may keep keys to the property.

11. The Landlord may remove, store, sell or otherwise dispose of any furniture or goods which the Tenant refuses or fails to remove from the property at the end of the Tenancy. The Tenant shall be responsible for any reasonable costs which the Landlord may incur. The Landlord shall be entitled to deduct such costs and any monies lawfully due to the Landlord from any money realised from the disposal of such furniture or goods.

12. You must pay our administration fee of: **AMOUNT IN WORDS (£**) for entering into this Tenancy.

13. The Landlord will not be responsible to the Tenant for the loss or damage or anything brought to the property by the Tenant or with his consent nor for loss or injury to the Tenant or any other person arising from the use of any part of the Property

B. You must do the following

1. Pay rent on the days and in the way we have agreed.

2. Pay our reasonable costs of £10.00 for sending reminder letters for each letter.

3. Pay our reasonable costs of £25.00 for each and every cheque that does not clear.

4. Keep the inside of the property at least as good a condition as it was when the tenancy started (fair wear and tear excepted). Also at the end of the tenancy you must leave all furniture and fixtures in the rooms or places they were at the beginning of the tenancy. Get the carpets and curtains professionally cleaned. Thoroughly clean the flat including the cooker, hob, fridge, defrost the freezer, clean the extractor fans in kitchen and bathroom and leave it in the condition it was when you moved in.

5. Repair any damage that you have done deliberately or that was caused by the neglect or carelessness of you or anyone else living in or visiting the property. This includes replacing any broken glass in windows and repairing or replacing any damaged fittings and installations. If you do not repair the damage you are responsible for, we may give you written notice asking you to repair the damage within a reasonable period of time, depending on the repairs that need to be done. If you

fail to do this within the period of notice given, we may then enter the property (after giving you 24 hours notice in writing) and carry out the work – you will have to pay us for the reasonable cost of this work.

6. Pay for all electricity gas and phone bills, water charges and Council Tax relating to the property which may apply during the period of the tenancy.

7. Take reasonable precautions to prevent frost or similar damage to the property. If the property is going to be empty overnight or for more than 12 hours when the weather is likely to be cold, you must leave enough heating on to prevent the water system freezing or turn off the water supply at the main stopcock and open all the other water taps and valves in the property to drain the tanks of hot and cold water.

8. Whenever you leave the property unattended you must lock all the doors and windows and put the burglar alarm on (if any). You should tell us if the property is going to be empty for more than 7 days in a row.

9. If you give us notice that you are going to leave the property before this agreement has ended you must pay our reasonable costs of **£150.00** for re-letting the property as well as paying the rent until a new tenant moves in.

10. Allow us or our agents to come into the property at all reasonable hours of the day to inspect the condition of the property, to carry out repairs or to do other work which we must carry out by law. We will give you at least 24 hours written notice if we are going to enter the property. You must let us enter the property immediately if there is an emergency.

11. Tell us about any repairs or faults that we are responsible for in the structure or outside of the property in any installation or in the shared areas.

12. Only park vehicles in your parking space and without causing an obstruction.

13. Pay the reasonable costs for replacing locks if you fail to return any key.

14. Pay any reasonable cost for getting replacement keys.

15. Allow possible new tenants and prospective purchasers to look at the property on at least 24 hours written notice during the last month of the tenancy.

16. Be jointly and individually responsible for paying all the rent you have to pay under this agreement and keep to all the terms of this agreement.

17. Defrost and fridge and freezer when necessary. You will be responsible for the reasonable cost of making good any damage that is caused because you have not done this.

18. Pay our reasonable charges (including our costs) for preparing and checking any inventory or condition schedule at the beginning and end of the tenancy.

19. At the end of the tenancy leave the property and our fixtures and fittings in as good a condition as at the start of the tenancy (fair wear and tear excepted) and free from rubbish.

20. (a) That nothing will be done to omitted to be done or allowed to remain in the property which could adversely affect the Landlords rights under any insurance policy render such policy void or voidable or increase the premiums and if there is a breach of this clause, to pay the Landlord, on demand, the resulting cost of any increased premiums or of any necessary renewal or variation of the policy

20. (b) To notify the Landlords Agent in writing within twenty four hours of any outbreak of fire in the property or any other potential claim on the insurance

20. (c) To notify the Landlord Agent if the property is to be left unattended for a period exceeding 7 days.

20. (d) To keep in effective use and fully operative all protections against unauthorised entry into the property ad in the event of failure so to do then to compensate the Landlord in full for any loss of property not covered by his household contents insurance policy which would have been covered had the Tenant complied with this provision

20. (e) To keep the property, fixtures, furniture and effects of the Landlords as specified on the inventory comprehensively insured

C. You must not do the following

1. Alter or add anything to the outside or structure of the property, or the furniture, fixtures and household belongings that are on the inventory. You must not bring into the property any furniture, fixtures or household belonging which do not meet the Furniture and Furnishings (Fire Safety) Regulations.
2. Anything which may be a nuisance or annoy neighbours. You must not play any radio, CD, record player television or musical instrument in a way that will cause a nuisance, annoy the neighbours or be heard outside your home between 11 p.m. and 7.30 a.m.
3. Bring bicycles, motor cycles and prams into the property without our permission in writing (which we will not unreasonably withhold).
4. Bring any furniture into the house without our permission in writing (which we will not unreasonably withhold).
5. Tamper with any fire precautions.
6. Hang pictures or posters on the walls without our permission in writing (which we will not unreasonably withhold).
7. Use Blu-tack or any similar type of adhesive on the walls
8. Sublet the property or any part of it or give up the property or any part of it to someone else
9. Transfer the tenancy to someone else without our permission in writing (which we will not unreasonably withhold).
10. Carry on any profession, trade or business in the property.

11. Display any permanent notice on the property.
12. Use the property as anything other than a home.
13. Block or allow guests to obstruct any of the shared areas.
14. Dry washing inside the property, except in a ventilated room suitable for such purpose.
15. Use any paraffin or portable gas heater
16. This is a no smoking property and has to be returned in the same condition as it was at the beginning of the tenancy; as per the ingoing Inventory. This is because smoking affects the paintwork and soft furnishings which will need to be professional decorated and cleaned at the cost of the Tenant should they choose to ignore the no smoking policy as this damage is not classed as general wear and tear.

D. We agree to do the following

1. Keep the property insured against fire and other usual comprehensive risks as long as insurance cover is available.
2. Let you have free access to the steps, entrance hall, stairs and all shared areas and keep those areas clean, light and in good condition.
3. Be responsible for servicing and maintaining any gas heating system and making sure that all gas appliances within the property are checked by a Corgi-registered technician every year in line with the Gas Safety (Installation and Use) Regulations 1994.
4. Be responsible for making sure that any furniture we provide keeps to the Furniture and Furnishings (Fire Safety) Regulations.
5. Give you back any part of the rent that you have paid for any period that the property could not be lived in because of fire or any other danger that we are insured for.
6. Keep the structure and outside of the property in good repair.
7. Keep the gas, water, electricity, space-heating and water heating installations in good repair and proper working order.
8. Refund any rent you have paid which relates to a rental period which starts after the tenancy ends. We are allowed to take from this refund any rent or other money you owe us.

E. If we need to serve any notice on you we will deliver it by hand or send it to you by first class post to the property address. This means that notices are served on you once they are put through your letterbox, even if you do not received them because you have moved. **If you give us another address to send notices to any notice will be validly served at that address if it is posted by first class post or left at that address.** If you need to serve any notice on us they must be delivered by hand or sent by post to: **LANDLORDS POSTAL ADDRESS**

F. We may repossess the property if :

- You fail to pay us rent 14 days after it is due, whether it has been asked for or not.

- You (or any of you) become bankrupt
- Any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended under the Housing Act 1996 apply (these include not paying rent, breaking the tenancy term and causing a nuisance or annoyance) or
- The arrangements for us to repossess the property in Section 21 of the Housing Act 1988 apply.

IMPORTANT - DATA PROTECTION

I agree that you may process, use, record and disclose personal information You may make such enquiries as you consider necessary in connection with this or any future application to, or agreement with, yourselves or any member of the Landlords Referencing Service. You may disclose information about any of my applications or agreements to any fraud avoidance scheme in which you participate or any credit reference agency which will keep details of searches and information about any accounts, including defaults. Such information may be shared with other businesses.

You may disclose information about me and my agreement to the organisation sponsoring this programme for the purposes of identifying other products and services, which may be relevant, and for calculating the amount of any reward offered by any such organisation.

.....
Signed by or on behalf of the Landlord

.....
Signed by the Tenant

.....
Witness Signature

.....
Witness address

.....
Witness occupation

