

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.
- This agreement is an offer of a tenancy, and becomes a tenancy when the following conditions have been met 1.) Both the Tenant(s) and Landlord have signed the agreement 2.) Possession of the property has been granted to the Tenant(s)
- ZDG: Zero Deposit Guarantee sold through Zero Deposit ("ZD"), a trading name of Global Property Ventures Limited, and provided by Great Lakes Insurance SE which the Tenant may, at the Tenant's option, purchase as a substitute for the Cash Deposit. The terms and conditions of the ZDG are set out in detail in the ZDG documentation provided to the Tenant and Landlord by ZD. For copies of the ZDG documentation, contact help@zerodeposit.com

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 <<SPDATE>>

Landlord(s) homes4u obo <<LFULLNAME>>

Landlord's Address

C/O homes4u, 414 Wilmslow Road, Withington, Manchester, M20 3BW

Tel: 0161 448 4800 **Email:** Property.management@homes4u.co.uk

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

Tenant(s) <<TYAGNAME>>

Tenant(s) Email (see clause 12.4)

<<TYE-MAIL>>

Maximum Number of Permitted Occupiers<<NumberOfOccupants>>

(insert the maximum number of all occupiers including tenants – see clause 4.8)

Property	The dwelling known as <<cADDRESSON1>> <<PPSTCD>>
Contents	The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory
Term	For the term of <<TYTERM>> commencing on <<TYCurSTART>> at 12 noon
Rent	£<<TYRENT>> <<TYPERWORDS>> Payable by Direct Debit (other payment methods may be mutually agreed in writing)
Payment	in advance in cleared funds by equal <<TYPERWORDS>> payments on the <<TYRENTDAY>>
Cash Deposit	A deposit of £<<TYDEPFULL>> is payable on signing this Agreement. It is protected by the following scheme

<<TYTDSCHEMENAME>> <<TYTDSCHEMEWEBURL>>

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

2.1 Deposit – where there are multiple Tenants under this Agreement, the Tenants shall jointly either:

- (a) provide the Cash Deposit; or
- (b) purchase the Zero Deposit Guarantee (ZDG) if they have chosen to purchase the ZDG as a substitute for the Cash Deposit.

It is not possible for the Tenant to provide a combination of the above.

(2.1.2) To comply with the obligations set out in this Agreement and not to withhold payment to the Landlord on the grounds that the Landlord has the benefit of ZDG in substitution for the Cash Deposit.

(2.1.3) In the event the Landlord subrogates any rights under this Agreement in respect of rights under clause [2.1 and 2.2] the Tenant shall not object, hinder or restrict any such subrogation of rights

2.2 Cash Deposit. The Tenant pays the Cash 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. 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 with the Tenant, or decided by the Court or by the appropriate deposit scheme (details of which are contained in the scheme's deposit information leaflet/terms and website)

2.3 ZERO DEPOSIT GUARANTEE ('ZDG')

The following paragraphs set out the obligations in respect of the ZDG if the Tenant has chosen to purchase the ZDG as a substitute for the Cash Deposit.

It is agreed that:

(2.3.1) If the Tenant purchases the ZDG as a substitute for the Cash Deposit, both parties shall be bound by the obligations set out in the Zero Deposit guarantee documentation, copies of which will be provided by Zero Deposit and are also available by contacting help@zerodeposit.com.

(2.3.2) If the Tenant cancels the ZDG the Tenant shall immediately pay the Cash Deposit to the Landlord, and in this event homes4u group limited shall, at the request of the Landlord, collect the Cash Deposit from the Tenant.

2.4 Inventory.

Where the Landlord or his Agent has prepared an inventory for the Property and given a copy to the Tenant at the start of the tenancy, unless the Tenant returns a signed copy of the Inventory within two working days of occupation

with any appropriate alterations or notes as required, it shall be taken that the Tenant accepts the Inventory as a full and accurate record of the condition of the Property and its contents

2.5 Retainer Payments. <<&Applicable or not applicable>>

Retainer Payments are made to guarantee the tenant the exclusive right to occupy the Property on the terms of this Agreement with effect from the 1st of September.

(2.5.1) Where the tenant(s) is reserving the Property over the summer months for the subsequent academic year, a retainer is payable which is a fee equivalent to half the monthly rent stated above for the months of July and August (The first months of the tenancy) The Retainer Payment does not allow the tenant to occupy or use the Property and does not prevent the Landlord dealing with or otherwise occupying or using the Property.

(2.5.2) If the tenant leaves personal possessions at the property during the summer period, any items left are at the tenants' own risk. The property will not be checked by the Landlord on a regular basis and be aware that work may need to be carried out and contractors may be attending the property. Personal possessions are to be stored in one room only, on top of the bed once the tenant has checked the mattress and base for faults. All items must be clearly labelled as "NEW TENANTS BELONGINGS".

(2.5.3) The tenant is responsible for bills during the retainer period under clause 3.2 of this agreement.

3. Rent & charges

(3.1) To pay the Rent on the days and in the manner specified to the Landlord or Landlord's Agent. A late payment fee of £30 will become due where rent is 7 days late and interest may be payable on any late rental payments. Where there is an over payment of rent the tenant agreed to pay an administrative charge of £20.

(3.2) To pay promptly to the authorities to whom they are due, council tax, water and sewerage charges, gas, electric, television licence and telephone charges (if any) relating to the Property, where they are incurred during the period of the tenancy or any subsequent periodic tenancy, including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected due to the Tenant's act or default. The Tenant agrees to ensure that all electricity, gas, water and telephone accounts as appropriate are transferred to the Tenant's name on commencement of this tenancy and to notify the Landlord or his Agent prior to changing supplier for any of the utility services stated above

(3.3) 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 his Agent for his reasonable expenses including any bank charges incurred in relation to non payment of Rent and the full cost of taking legal advice and legal action in relation to any breach of the terms of the tenancy by the Tenant

(3.4) To pay the Landlord's full costs of obtaining and enforcing an order for possession if the Tenant does not give up vacant possession upon expiry of a valid notice seeking possession served by the Landlord or his Agent, and the Landlord is subsequently granted an order for possession by a court.

(3.5) In the event that any of the tenants listed on the tenancy agreement apply for an early termination of the Tenancy, and this is agreed by the landlord, fees will be due of £480 (Where the property is placed on the market) or £240 (where the tenant(s) who wish to terminate the tenancy find suitable replacement tenants who are accepted by the landlord)

4. Use of the Property

(4.1) Not to assign, sublet, part with possession of the Property, or let any other person live at the Property

(4.2) To use the Property as a single private dwelling as the Tenant's only or principal home 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 keep any cats or dogs at the Property and not to keep any other animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbours) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord

(4.6) Not to use the Property for any illegal or immoral purposes.

(4.7) Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the terms in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is available on request.

(4.8) The Tenant must not allow the number of persons occupying the Property to exceed the Maximum Number of Permitted Occupiers specified above without the Landlord's prior written consent. Because of houses in multiple occupation regulations and licensing regulations, the Landlord may be prosecuted and fined for allowing this number to be exceeded

(4.9) **This is a non-smoking Property.** The Tenant agrees not to smoke or permit any family member, guest or visitor to smoke tobacco or any other substance in the Property without the Landlord's prior written consent

5. Repairs and Damage to the Property

(5.1) Not to damage the Property and Contents and not to make any alteration or addition to the Property without the written permission of the Landlord, such permission not to be unreasonably refused or delayed. The Tenant agrees to pay for any damage caused by his family or his visitors or any other permitted occupiers

(5.2) 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

(5.3) 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

(5.4) 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.

(5.4.1) For the purpose of inspecting its condition and state of repair

(5.4.2) To carry out repairs or maintenance to the property or its contents

(5.4.3) To carry out legislative requirements e.g Gas Safety Inspections

(5.4.4) To view the property with prospective purchasers where the property is marketed for sale.

(5.4.5) To conduct a valuation of the property or any part of it

(5.5) To keep the gardens, driveways, pathways, lawns, hedges, rockeries and ponds (if any) regularly maintained in good and safe condition and as neat tidy and properly tended as they were at the start of the tenancy and not to remove any trees or plants

(5.6) 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 his visitors or any other permitted occupiers

(5.7) 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

(5.8) To notify the Landlord or his Agent promptly and in writing of any disrepair, damage or defect in the Property or of any event which causes damage to the Property. Additional aerials, satellite dishes and other fixed cables may not be fitted without the Landlord's prior written consent

(5.9) 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, or that can be seen from the outside, or in such a way that would darken or obstruct windows.

(5.10) To take all reasonable precautions to prevent frost damage at the Property and to keep the Property adequately heated and ventilated to prevent damage caused by condensation

(5.11) 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

(5.12) Not to cause any blockage to the drains, pipes, sinks or baths

(5.13) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent

(5.14) That the Tenant shall be responsible for testing all smoke alarms and carbon monoxide alarms (if any) fitted in the Property on a regular basis and replace the batteries (if any) as necessary. Any faulty alarms should be reported to the Agent

(5.15) To replace all bulbs, fluorescent tubes, fuses and replaceable filters as and when necessary. To follow the manufacturers or Landlord's instructions (where instructions have been provided)

(5.16) To take all reasonable steps to keep the Property free from infestation by vermin and to pay all reasonable costs incurred for the removal of any infestation which is attributable to the Tenant or his family or visitors or any other permitted occupiers

(5.17) To allow the Landlord or any person authorised by the Landlord or his Agent use of gas, electric and water as required to carry out repairs and/or required improvements during the course of the tenancy.

(5.18) To keep hall, stairs, landings and exits clear from obstructions, and not to use these area for storage.

6. Other tenant responsibilities

(6.1) Within seven days of receipt thereof, to send to the Landlord or his Agent all correspondence addressed to the Landlord or the owner of the Property and any notice, order or proposal relating to the Property (or any building of which the Property forms part) given, made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority

(6.2) To pay for any reasonable costs or damage suffered by the Landlord or his Agent as a consequence of any breach of the agreements on the part of the Tenant in this Agreement

(6.3) The Tenant agrees to refund any sum repayable by the Landlord or his Agent to the Local Authority or the Department of Work and Pensions in respect of errors or overpayments of Housing Benefit, Universal Credit or equivalent housing support

(6.4) That where the Property is left unoccupied, without prior notice in writing to the Landlord or Agent, for a prolonged period, 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

(6.5) To properly secure the Property including all locks and bolts to the doors, windows and other openings when leaving the Property unattended and where the Property is left vacant for more than 28 consecutive days and the Rent is paid, to notify the Landlord or his Agent in writing, and to allow him access to the Property in order to secure it where necessary

(6.6) Not to change passwords, codes or other security settings on any alarm or other electronic controls installed at the Property without the Landlord's written permission

(6.7) To pay any call-out charges incurred as a result of the Tenant's occupation (such as lost keys, or alarm codes), unless authorised either explicitly by the Landlord, or required to fulfil the Landlord's repairing obligations. The Tenant will be responsible for any call out charge relating to missed inspection or maintenance appointments due to the Tenant's act or default

(6.8) To promptly respond to any information requests by the Landlord or his Agent with regard to 'Right to Rent' checks under the Immigration Act 2014 (or any subsequent legislation) and to notify the Landlord of any changes to the Tenant's immigration status

7. End of tenancy

(7.1) 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, with fair wear and tear excepted, and to remove all the Tenant's personal effects and any waste or rubbish from the Property

(7.2) 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

(7.3) To return the keys of the Property to the Agent by 12 noon 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

(7.4) To provide a forwarding address to the Landlord or his Agent either prior to or at the end of the tenancy

(7.5) To arrange with all utility providers for final meter readings at the Property to be supplied and final bills to be paid at the end of the tenancy

(7.6) To allow the Landlord or his Agent, within the last two months of the tenancy, to erect a sign on or outside the Property to indicate that the Property is available to let. Where at least one of the tenants named on this agreement is a student at its commencement, it is permitted to erect a sign from 1st November. If the property is placed on the market for sale the tenant allows a sign at any point.

(7.7) 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 to enter and view the Property with prospective tenants or purchasers, having first given the Tenant a reasonable period of notice. Where at least one of the tenants named on this agreement is a student at its commencement, access to the property for viewings with prospective occupiers is permitted from 1st November.

(7.8) If the tenant requires a reference an administration charge of £25 per item will be payable.

8. The Landlord agrees with the Tenant that:

(8.1) 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

(8.2) 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

9. Forfeiture Provision. The Landlord may apply to the court to end this tenancy and repossess the Property if:

- (a) the Tenant does not pay the Rent (or any part of it) within 14 days of the date on which it is due; or
- (b) the Tenant does not comply with the obligations set out in this Agreement; or
- (c) the Landlord was induced to grant the tenancy by a false statement; or
- (d) any of the Grounds specified in Schedule 2 of the Housing Act 1988 (as amended) apply to this tenancy

This termination clause operates subject to the proviso that the Landlord must obtain a court order before repossessing the Property

IMPORTANT. Only the Court can order the Tenant to give up possession of the Property

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

11. 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

12. The parties agree:

(12.1) 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

(12.2) 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

(12.3) 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 (subject to the clause below)

(12.4) That notices and other documents given in connection with this tenancy may be served by email on the Tenant at the email address(es) supplied above. The notice or document will be regarded as received by the Tenant at the start of the next business day after it was first sent. *[The Tenant(s) Email may be left blank where the Tenant does not agree to this clause]*

(12.5) Whilst the Landlord or his Agent shall make every effort to keep the Tenant's personal details safe and secure, it may be necessary to share such information with trusted third parties such as the Home Office, utility companies, maintenance contractors, credit and referencing agencies and debt collection companies etc. The Landlord or his Agent will not divulge personal contact details to any other third party organisation for marketing purposes without prior approval unless this is necessary to comply with a statutory obligation

13. Special Conditions. The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto

THE FIRST SCHEDULE (N.B. Clauses in this section have been individually negotiated)

Special conditions *(attach a separate sheet if necessary)*

<<List Addendum items one per line>>

SIGNED by the LANDLORD(S) :-
(or the Landlord's Agent)

Print Name

Sign

Date

SIGNED by the TENANT :-

<<DS_T_NAMESIG_V>>