

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.
- All tenants will be jointly and severally liable for the Tenant's obligations contained within this agreement. In the event of non payment of rent and/or other breach of this agreement any individual tenant or group of tenants may be pursued.
- Where the tenancy is subject to deposit protection then joint tenants 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)

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

Landlord(s) <<LFULLNAME>>

Landlords Address <<LADD1>>
<<LADD2>>
<<LADD3>>
<<LADD4>>
<<LPSTCD>>

<<LTELMOBL>>

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

Tenant(s) <<TYAGNAME>>

Property
The dwelling known as: <<PADD1>>
<<PADD2>>
<<PADD3>>
<<PADD4>>
<<PADD5>>
<<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 <<&Tenancy Term>> commencing on <<TYCurSTART>> You can begin living in the property from noon <<&Move in Date>> This agreement ends at noon on <<&End date of the tenancy>>
Rent	£<<TYRENT>>
Payment	In advance by equal <<TYPERWORDS>> payments on <<TYRENTDAY>>
<i>Note: Rent payments are subject (if applicable) to the retainer payments clause 3 below</i>	
Deposit	A deposit of £<<TYDEPFULL>> is payable on signing this agreement and will be registered in a tenancy deposit scheme by the Landlord

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. The Tenant pays the 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. This would include any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which the tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy. Also any rent or other money due or payable by the tenant under the tenancy agreement. The Landlord may also deduct funds from the deposit to pay any utility or council tax bills which are the tenants' responsibility. The deposit will be returned in accordance with the lead tenant's instructions.
3. **Retainer Payments (<<&Type Applicable or Not Applicable for retainers>>)**
 - (3.1) 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)
 - (3.2) 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.
 - (3.3) 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.
 - (3.4) 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.
 - (3.5) 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".

4. Tenants Obligations

The Tenant hereby agrees with the Landlord as follows:

- (4.1) Any obligation upon the tenant under this agreement to do or not to do anything shall also require the Tenant not to permit or allow any visitor to do or not to do the same thing. If a rent payment is made by someone other than the tenant, it will be deemed as a payment received from the tenant named on this agreement.

Rent and Charges

- (4.2) To pay the rent at the times and in the manner as specified in this agreement
- (4.3) To pay interest for any rent which is in arrears for more than 14 days. Interest is calculated at 8% per annum.
- (4.4) To pay promptly all council tax and utility charges where they are incurred during the period of this agreement (This includes, and is not limited to, gas, electricity, water, sewerage, broadband, telephone

and TV license) Where the property is retained (as per clause 3) the council tax and utility charges are due from the start date of the tenancy, and not from the date of occupancy.

- (4.5) To pay the reasonable costs and expenses incurred by the Landlord in:
- (4.5.1) The recovery from the tenant of any rent or any money which is in arrears.
 - (4.5.2) The enforcement of any of the provisions in this agreement.
 - (4.5.3) The cost of rectifying any breach of this agreement.
 - (4.5.4) The service of any notice relating to the breach by the tenant of any of the tenants obligations under this agreement.
 - (4.5.5) The cost from a contractor where the contractor has not been able to gain access when arranged, or the cost was due to a breach of the tenants responsibilities.

Use of the Property

- (4.6) Not to assign, or sublet, or part with or share possession of the Property or any part of it, or let any other person live at the Property without the express permission of the Landlord (which will not be unreasonably withheld).
- (4.7) To use the Property as a single private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so.
- (4.8) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property.
- (4.9) 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 neighboring premises.
- (4.10) Tenants and/or any persons they are responsible for are not allowed to park unlicensed or unroadworthy vehicles or caravans or boats or any other moveable dwellings at the property or in the neighbouring area without permission.
- (4.11) Not to keep any cats, dogs or any other animals, at the property without the Landlord's written consent. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord.
- (4.12) Not to use the Property for any illegal or immoral purposes.
- (4.13) Not to use or threaten to use violence against any person or neighbour living in the property or surrounding area.
- (4.14) Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such service to the property. This includes the installation of any pre-pay meter.
- (4.15) Not to bring into the property any furniture or furnishings and other personal effects that do not meet the required safety standards.
- (4.16) Not to smoke or permit a visitor to smoke tobacco or any other substance in the property without the express written permission of the Landlord. (which will not be unreasonably withheld).
- (4.17) Not to keep any dangerous or flammable goods, materials, or substances in the property apart from those required for general household use.
- (4.18) Not to bring into the Property any gas appliances or appliances which use any flammable substances without the express permission of the Landlord (Which will not be unreasonably withheld).
- (4.19) Not to obstruct hallways, corridors and exits of the building.
- (4.20) To properly secure all doors, windows and openings using all locks and burglar alarms (If appropriate) which are fitted to the property.
- (4.21) Not to install or change any locks or alarm codes without the express written permission of the Landlord (Which will not be unreasonably withheld).
- (4.22) Not to cut any keys for the locks to the property without the express written permission of the Landlord (Which will not be unreasonably withheld).

Property condition

- (4.23) To use the property carefully and properly, and not to damage it.
- (4.24) To keep the property and contents in the same condition, cleanliness, repair and decoration, as at the start of the tenancy, with allowance for fair wear and tear.
- (4.25) Not to remove any contents from the property, without the express written permission of the Landlord (which will not be unreasonably withheld).

- (4.26) To keep the gardens (if any), driveways, pathways, lawns, hedges, rockeries, decking and any external area, clean, tidy and tended to.
- (4.27) Not to remove any trees bushes or significantly cut down any tree or hedge without the express written permission of the Landlord (Which will not be unreasonably withheld).
- (4.28) To clean the windows internally and externally as often as is necessary.
- (4.29) Not to put up posters in the property that can be seen from the outside or cause damage to the property or darken or obstruct any windows or light save for curtains, blinds and light fittings.
- (4.30) Not to cause damage, make any alteration or addition to the electrical or plumbing system. This includes allowing the electricity or gas to be disconnected.
- (4.31) Not to cause any blockage to the drains and pipes in or about the property and to keep street level drain covers and gullies free from blockage.
- (4.32) Not to block or cause blockage to any flues or ventilators in the property.
- (4.33) Not to decorate or change the colour of the decoration both internally and externally, nor to erect any aerial or satellite dish, without the express written permission of the Landlord (which will not be unreasonably withheld).
- (4.34) To take all reasonable precautions to prevent condensation by keeping the property adequately ventilated and heated.
- (4.35) To clean any mould, regularly from walls and other surfaces.
- (4.36) Not to put rubbish anywhere other than in the bins or areas provided and ensure the rubbish is placed for collection on the appropriate day.
- (4.37) To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the property that may be caused by frost.
- (4.38) To test all smoke and carbon monoxide detectors regularly and replace batteries as necessary.
- (4.39) To replace any lightbulbs, fluorescent tubes, fuses or batteries, promptly and where necessary.
- (4.40) To keep in credit all prepay meters (If appropriate) at all times.
- (4.41) To notify the Landlord in writing of any disrepair, damage or defect in the property, or any event which causes damage to the Property.
- (4.42) To notify the Landlord of any brown or sooty build up on any gas appliance or flue.
- (4.43) To allow contractors to use any gas, water or electricity at the property to carry out any repairs or renovations.

Access to the property

- (4.44) To permit the Landlord or other authorised persons to enter the property at reasonable times in the day after giving the tenant at least 24 hours written notice (except in an emergency)
 - (4.44.1) To inspect its condition and state of repair.
 - (4.44.2) To carry out repairs or maintenance to the property or its contents.
 - (4.44.3) To carry out any legislative requirements (e.g Gas safety inspection).
 - (4.44.4) To view the property with prospective purchasers where the property is marketed for sale.
 - (4.44.5) Within the last two months of the tenancy, to view the property with prospective tenants. Where at least one of the tenants named on this agreement is a Student at the start of this agreement, access to the property is permitted from first of November. It is also agreed that a "For rent" sign can be erected for the period prospective tenants are viewing the property.
- (4.45) Keys for the property will be given to **each tenant at the start of the tenancy** upon production of valid photo ID. The following forms of ID will be accepted. Passport, Residence card (issued by the Home Office), Driving Licence, Employer issued ID, University issued ID.

Leaving the Property Empty

- (4.46) To notify the Landlord, by giving reasonable written notice, if the tenant intends to be absent from the property for more than 28 days and agree that the Landlord may have access to the property during this period to meet the terms of the insurance.

Letters and Landlord correspondence

- (4.47) To send to the Landlord, within 7 days of receipt, any correspondence addressed to the Landlord or any notice, order, or proposal.

Tenants Possessions

(4.48) The Tenant is strongly advised to take out insurance for the tenants possessions as such possessions are not covered by any Landlord insurance.

End of the Tenancy

(4.49) At the end of the tenancy, the tenant agrees to:

(4.49.1) Give up the property with vacant possession

(4.49.2) To return ALL sets of keys for the property to the Landlord on the agreed termination date.

(4.49.3) Give up the property and contents in the same state of cleanliness, and condition as they were at the start of the tenancy (Reasonable wear and tear accepted)

(4.49.4) To leave the contents in approximately the same places in which they were positioned at the start of the tenancy

(4.49.5) Return any linen, blankets and towels that may be provided freshly washed and clean

(4.50) Any goods or personal effects belonging to the tenants which have not been removed can be disposed of by the Landlord once the tenancy is terminated.

5. Landlord Obligations

The Landlord hereby agrees with the tenant as follows:

(5.1) To allow the tenant quiet enjoyment of the property without interruption by the landlord (Notwithstanding clauses 4.44 In this agreement) however this does not preclude the Landlord from taking action through the courts should the tenant be in breach of this agreement.

(5.2) To carry out promptly any repairs which are the Landlords responsibility as required by section 11 of the Landlord and Tenant act 1985.

(5.3) To ensure that gas appliance supplied by the Landlord comply with Gas Safety Regulations 1998.

(5.4) To ensure that all furniture and furnishings within the property supplied by the Landlord complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.

(5.5) To ensure that there are working smoke alarms (and carbon monoxide detectors where required) upon the tenants' occupation of the property, to comply with the Smoke and Carbon Monoxide Alarm (England) Regulations 2015.

(5.6) In the event that the property is rendered uninhabitable by fire, flood or any other risk which the Landlord has insured, other than where the damage has been caused by an act or omission of the tenant, family or visitors then the parties will consider this agreement frustrated and terminated, subject to the right of the Tenant to recover any rent paid in advance for the period after this termination.

6. Termination

(6.1) Subject to the term that the Landlord must obtain a court order for possession of the property if the tenant;

- a) does not pay the rent (or any part of it) within 14 days of the date on which it is due; or
- b) does not comply with any of the tenants obligations set out in this agreement; or
- c) leaves the property empty for more than 28 days (Without the Landlords written permission); or
- d) becomes bankrupt; or
- e) provides references which are false or misleading

then the Landlord may enter the property and end the tenancy

This right must be exercised in the correct way as defined in section 8 of the Housing Act 1988 and only the courts can order the Tenant to give up possession of the Property

(6.2) The Landlord may serve on the tenant at least two calendar months notice to expire after the expiry of the fixed term, under section 21 of the housing act 1988 (As amended).

(6.3) Where the tenancy is outside of the fixed term, the Tenant can end the tenancy by serving on the Landlord at least one calendar months notice, expiring on the last day of the rental period.

(6.4) Termination of the tenancy agreement ends the tenancy but does not release the Tenant from any outstanding obligations.

7. Service of notices

Any notice served upon the tenant in accordance with this agreement or any statute or regulation then the same may be served addressed to Tenant at the Property address or by sending the same by first class post to the Property or at the tenants last known address and the same shall be deemed to have been properly served and received by the tenant in the ordinary course of that first class post being delivered.

8. Notices

(8.1) 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.

(8.2) 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.

9. Data Protection

The tenant agrees that the Landlord may pass on the Tenant's forwarding address and/or other personal information to utility suppliers, local authority, any credit agencies, or reference agencies and for debt collection.

10. Other conditions

This agreement is subject to all Laws and statute affecting Assured Shorthold Tenancies. Both the Tenant and Landlord agree that if a court or arbitration decides that any of the clauses are invalid or unenforceable, the remainder of the agreement shall remain valid and binding for both Tenant and Landlord.

Landlord Print Name

Landlord Sign **Date**

Tenant Print **Tenant Sign** **Date**

