

ASSURED SHORTHOLD TENANCY AGREEMENT

IMPORTANT

This agreement contains the terms and obligations of the tenancy. It sets out the promises made by the landlord to the tenant and by the tenant to the landlord.

These promises will be legally binding once the agreement has been signed by both parties and then dated.

You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this agreement using plain and intelligible language, it inevitably contains some legal terms and reference.

If either party does not understand this agreement, or anything in it, it is strongly suggested that you ask for an explanation before signing it. You might consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

Name(s) of Landlord(s):

Address of Landlord(s):

Telephone:

Email:

IMPORTANT: a landlord is required by law (sections 47 & 48 of the Landlord & Tenant Act 1987) to provide a tenant with their address; if that address is not in England or Wales an alternative address must be provided.

Name(s) of Tenant(s):

Address of Tenant(s) (address prior to taking up tenancy):

Telephone:

Email:

Address of Premises to be let:

Initial Term:

Commencement date (from and including):

Expiry date (to and including):

Rent £ per calendar month.

First payment made of £ paid on

Deposit of £ paid on

Clause 1

The Landlord lets and the Tenant takes the property for the term and at the rent payable above.

Clause 2

This Agreement is intended to create an Assured Shorthold Tenancy. At the end of this fixed term if no new fixed term is granted and the tenant does not vacate the property the tenancy will become a contractual periodic tenancy.

Clause 3

In this Agreement: -

- (a) The Landlord will also be any person who is entitled by Law to have the property back when the tenancy is ended.
- (b) If you are joint tenants then this agreement applies to both/all of you. You are both/all jointly and individually responsible for all parts of this agreement.
- (c) In this agreement the term 'property' means any part of the property and the fixtures, fittings and the furniture as listed on the inventory.

Responsibilities of the Tenant(s)

PLEASE NOTE: These are the things that the tenant agrees to do or not to do. It is important for the tenant to understand what they must or must not do. If the tenant breaks, or does not comply with any of these obligations, the landlord may be entitled to claim damages or compensation from the tenant, or seek other legal remedies against the tenant, including the possibility of eviction.

Clause 4

Rent & Use of Property

- (a) You must pay your rent regularly and on time.
- (b) If you apply for Housing Benefit (HB) or Universal Credit Housing Element (UCHE) you must make a prompt application and provide all the correct information to the HB office.
- (c) If you apply for HB or UCHE you are responsible for notifying the relevant department of any change in circumstances which may affect your entitlement to benefit. (These circumstances may include but are not exclusive to starting/finishing work, people moving into and out of the property, a young person in the household turning 16 or anyone leaving full time education etc)
- (d) If the HB is lower than the amount on the agreement then you must pay the extra.
- (e) You must use this property as your private home and not take on another tenancy until this agreement has ended. You must stay until the end of the agreement; if you leave early then you are still responsible for the rent.
- (f) You must not sublet, take in lodgers or paying guests without the landlord's permission. In order to avoid misunderstandings or dispute later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent

granted. The landlord reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent.

- (g) The tenant shall occupy the premises as principally a domestic residence only and shall not carry out or permit to be carried out any profession, trade or business on the premises, or do anything which is likely to cause nuisance or unreasonable disturbance to neighbours or users of the locality.

Decoration

- (h) You must keep the inside of the property clean and reasonably decorated. You must not alter the appearance, decoration or structure of the premises or its fixtures and fittings, either internally or externally, without first obtaining the prior consent of the landlord or their agent. Such consent will not be unreasonably withheld.

In order to avoid misunderstandings or dispute later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.

Drains

- (i) You must keep the drains, waste and soil pipes clean and unblocked.

Gardens & Yards

- (j) You must keep your gardens and/or yards clean and tidy.

Access

- (k) You must allow the landlord (or anybody authorised by the landlord) to enter the property to inspect it or carry out repairs.

The landlord must give you reasonable notice beforehand. Section 11 of the Landlord and Tenant Act 1985 considers 24 hours in writing reasonable notice for an inspection. Under Section 16 of the Housing Act 1988 the tenant must allow reasonable facilities for access to carry out repairs.

If the tenant refuses to allow access the landlord may apply to the court for an order or otherwise wait until the end of the tenancy. If the landlord is unable to let the property due to the refusal to allow access the tenant may be liable for lost rent.

- (l) You must allow the Police to search the property if they have a warrant. Afterwards you must tell the landlord.

Nuisance & Annoyance

In this Part “anti-social behaviour” can be defined as:

- conduct that has caused, or is likely to cause, harassment, alarm or distress to any person,
- conduct capable of causing nuisance or annoyance to a person in relation to that person’s occupation of residential premises, or
- conduct capable of causing housing-related nuisance or annoyance to any person.

- (m) You must make sure that you, those who live with you or visit you do not harass, annoy or cause a nuisance or do anything likely to annoy or cause a nuisance to:
- Anybody, because of his or her race or ethnic background.
 - Anybody who lives or works in the local area.
 - Any of the landlord’s employees, the landlord or people acting on behalf of the landlord.

Structural Damage

- (n) You must not do anything that would invalidate the buildings insurance policy or increase the insurance premium.

Pets

- (o) You must get permission before keeping any pets. All pets and animals must be kept under control so that they do not cause nuisance or cause damage. The landlord retains the right to refuse permission to keep pets.

Criminal Behaviour

- (p) You must make sure that you are not convicted of, and that you make reasonable effort to ensure that your visitors or members of the family are not convicted of: -
- Using or allowing the use of the premises for immoral or illegal purposes.
 - Any serious, or arrestable, offence committed in the local area.
 - Using controlled drugs or other controlled substances.

Damage to Property, Fixtures, Fittings and Furnishings

- (q) You must make sure that you, those people living with you or those people visiting you do not damage or try to damage any fixtures, fittings or furniture or cause damage to the property itself.

You must not remove or try to remove from the premises any furnishings, fixtures or fittings provided by the landlord.

The tenant shall report all damage or repairs to the landlord at the earliest opportunity after its discovery. The initial report may be made by telephone with a confirmation given in writing to the landlord or agent. A further report should be made within five days if no response has been received to the earlier request.

Encouraging Others

- (r) You must make sure that you, those people living with you and those people who visit you do not encourage anybody else to cause a nuisance or harass another person, commit any criminal behaviour, cause damage to any part of the property or remove furnishings provided by the landlord.

End of the Tenancy

- (s) The tenants agree to permit the landlord or their agent upon giving reasonable notice to enter the property at reasonable times by prior appointment to show the property to prospective tenants and/ or buyers.
- (t) You must clear out all your belongings, leaving the furniture and fittings in the same state as they were at the start of the tenancy subject to reasonable wear and tear.
- (u) You must return the keys to the landlord on the last day of the tenancy.
- (v) You must ensure that you have made arrangements to clear out any household waste or rubbish via correct means prior to final inspection of the property. The landlord retains the right to withhold the deposit until satisfied that any items of rubbish or waste have been removed and disposed of in the correct fashion.
- (w) You cannot transfer the tenancy to another person without permission from the landlord. Any consent granted should be in writing.

Other Charges not covered by the rent

- (x) You must pay for the gas, electricity and water supplied to the property. If a telephone is installed you are responsible for these bills.

You must inform the relevant utility suppliers no later than 14 days after the beginning of a tenancy of new meter readings and provide names of new tenants to be placed onto the utility accounts (even where key and card meters are used).

At the end of the tenancy you must advise the utility companies of the final meter readings and provide forwarding address for final bills.

You must pay the Council Tax for the length of the tenancy even if you leave early in breach of contract. If the landlord breaks the contract and forces you to leave early you may not be liable for these costs.

Deposit

(y) A returnable deposit will be payable before signing this Tenancy Agreement.

Deductions will be made for breach of terms of agreement such as: -

- Rent due.
- Damage to the property, fixtures and fittings.
- Any reasonable cost incurred to the landlord directly arising from breach of a contract term.

The Landlord/s will protect the deposit through the following scheme: (delete as appropriate)

Deposit Protection Service
0330 303 0030
www.depositprotection.com

My Deposits
0333 321 9401
www.mydeposits.co.uk

Tenancy Deposit Scheme
0800 640 9208
www.tenancydepositscheme.com

The landlord/s will protect the deposit within the next 30 days, after which the scheme will be able to confirm with the tenant/s that the deposit has been protected.

At the end of the tenancy the deposit (or part of the deposit) will be returned to the tenant/s after: (delete as appropriate)

In the case of the custodial scheme being used, within 10 days of the custodial scheme being notified of the agreement between the landlord and tenant or the ADR/ court decision.

In the case either of the insurance based schemes being used, within 10 days of the tenant requesting that the landlord return their deposit. Or in the case of a dispute 10 days after being notified of a decision by the scheme's ADR.

At the end of the tenancy if there is a dispute between the landlord/s and tenant/s about any part of the deposit being retained due to breach of tenancy terms, the Alternative Dispute Resolution (ADR) service of the scheme used will be contacted to help reach a resolution.

Clause 5

If the rent (or part payment of it) is more than 14 days overdue or if there has been a breach of the agreement or if the property has been left vacant as you have moved elsewhere, then the landlord reserves the right to serve notice to end the tenancy, and the tenancy shall end without prejudicing their other rights and remedies as landlord. However the landlord must get a court order before repossession can take place.

Responsibilities of the Landlord

The landlord hereby warrants that they are legally entitled to grant the tenancy and has obtained any consent required from a mortgagee or superior landlord or any other interested party.

Clause 6

The landlord agrees that they will protect any deposit paid by the tenant/s through one of the three authorised schemes within 30 days of receiving the deposit.

Where either of the insurance based schemes is used, if there is a dispute about part of the deposit the landlord will return any part of the deposit not in dispute to the tenant within 10 days and forward the disputed amount to the ADR of the scheme used to protect the deposit.

Clause 7

The landlord will not interfere with your peaceful and quiet enjoyment of the property.

The landlord will return any rent paid for a period that the property is uninhabitable by fire. If there is a dispute about this then it will be settled by arbitration.

Clause 8

This agreement takes effect subject to the provisions of Section 11 of the Landlord & Tenant Act 1985 where it sets out which repairs the landlord is responsible for.

Clause 9

The tenancy can be brought to an end before the end of the fixed term on any of the grounds set out in 1988 Housing Act.

The tenancy can be brought to an end under Ground 17 if it is found that the tenancy was granted after the tenant, or a person acting on behalf of the tenant, knowingly or recklessly provided false information.

The landlord can serve notice on you as tenant under Section 8 of the Act to seek repossession under any of these grounds. The landlord can serve a notice on you under this tenancy by leaving it at the property. The landlord can seek a possession order against you from the court.

Clause 10

The landlord will comply with General Data Protection Regulations (GDPR) and will store, manage and dispose of your information in the manner set out by the Act.

The landlord has provided the tenant with the start of tenancy necessities including:

The how to rent in England leaflet version

The current gas safety certificate dated

The current energy performance certificate dated

Additional or Special Clauses:

There are no additional clauses

The following are additional or special clauses negotiated between the parties
i.e. clauses relating to smoking, pets or animals, additional charges, permitted occupiers,
break clauses, rent review etc.

Tenant(s) Information

Date of Birth

National Insurance Nos

Nationality

Occupation

Emergency contact:

Who would you like the landlord to contact in the case of an emergency?

Name

Relationship to you

Address

Telephone

Email

Tenants

Signed

Print

Date

Landlord

Signed

Print

Date

Witness

Signed

Print

Date