

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 or provider.

If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the housing act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
3. This agreement may be used for residential tenancies of 3 years or less. Agreements for tenancies of a longer duration should be drawn up by a deed.
4. Section 11, Landlord and Tenant Act 1985 – these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and water heating.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. This agreement has been drawn up after consideration of the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements.
7. If you accept a tenancy deposit under this tenancy, it must be dealt with in accordance with the statutory rules under sections 212-215 of the Housing Act 2004. Take advice if necessary.

Initial _____



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 tenancy within the meaning of the housing acts.

Date:

Landlord/ Landlord's Agent :

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

Tenants:

Term: For the term of **six months** commencing on

Rent: £..... per calendar month.

Property:

Contents : The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the inventory.

Deposit: A deposit of £..... is payable on signing this Agreement. It is protected by the following scheme. Underwritten by the Rent Bond Scheme.

The Deposit Protection Service www.depositprotection.com

AGREEMENT

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 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 by the appropriate deposit scheme, details of which are contained in the scheme's deposit information leaflet and website.

The Tenant agrees with the Landlord

3. Rent and Charges

3.1 To pay the Rent on the days and in the manner specified to the Landlord's Agent.

Initial _____

3.2 To pay promptly to the authorities to whom they are due, council tax, water and sewerage charges, gas, electricity and telephone (if any) relating to the Property, where

they are incurred during the period of the Agreement, 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 reconnection fee relating to the supply of water, gas, electricity or telephone if the same is disconnected. The Tenant agrees to Notify the Landlord 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 Agent his reasonable expenses.

3.4 That if the wheeled bins are missing at the final inspection of the property the letting agent can make deductions to cover the cost of replacing the missing items at £40 per bin from the tenants deposit.

4. Use of the Property

4.1 To use the Property only for the purpose of 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.

4.2 Not to assign, or sublet, part with possession of the Property, or let any other person live at the Property except that during the fixed term of the tenancy the Tenant may assign or sublet with the Landlord's express consent which will not be unreasonably withheld. Such consent, as a variation of the tenancy agreement, to be agreed in writing.

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.

4.7 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 restrictions in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached.

Initial _____

5. Repairs

5.1 Not to damage the Property and Contents or make any alteration or addition to the Property without the written permission of the Landlord not to be unreasonably refused.

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 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 To permit the Landlord upon being giving not less than 24 hours prior notice (except in the case of emergency when no notice shall be required), to permit the Landlord and/or the Landlord's contractors to enter upon the Premises at all reasonable times to :

- (a) Examine the state and condition of the Property
- (b) Repair the Property or carry out any structural or other necessary repairs to the Property that can only be carried out by having access to the Premises;
- (c) To view the Premises at reasonable hours in the day time with prospective Tenants or purchasers of the Premises;
- (d) To comply with any obligations imposed on the Landlord by law;
- (e) For any other reasonable purpose.

5.5 To keep the gardens if any driveways, pathways, hedges, lawns and rockeries as neat, tidy and properly tended as they were at the start of the Tenancy and not to move 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 tenants family or their guests.

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 written permission of the Landlord, such consent not to be unreasonable 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 promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property.

5.9 Not to affix any notice, sign or poster or other thing to the internal or external surfaces of the property in such a way as to cause damage.

Initial _____

5.10 To take all reasonable precautions to prevent damage by frost.

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 bath.

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 detectors (if any) fitted in the property on a regular basis and replace the batteries if necessary.

6. Other tenant responsibilities

6.1 Within 7 days of receipt thereof, to send to the Landlord 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 form 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 the Landlord fully for any reasonable costs or damage suffered by the landlord as a consequence of any breach of the agreements on the part of the Tenant in this Agreement.

6.3 Within the last 2 months of the tenancy to permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at reasonable notice in daytime to enter the Property with prospective tenants or purchasers, having first given the tenant a reasonable period of notice.

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 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, and allow him access to the property in order to secure it where necessary.

Initial _____

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.

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 One months notice shall be required in writing from the rent due date to end the tenancy. Notice will be accepted only from the rent due date given in writing and the tenant is responsible for all rent payments pro rata, to the vacating date. Red Estates will provide you with a periodic tenancy which is a direct continuation of this agreement, until notice of a renewal has been received. A forwarding address must be given at the final inspection, the bond in cheque form will be sent to your new address in approx 1 weeks time, any mail or outstanding bills will also be forwarded to the same address.

7.4 If termination of a tenancy agreement is requested before the renewal date has been reached permission will be required from your landlord. You will then be responsible for rent until the property has been re-let, a re-let fee of £200 will be payable on your vacating date. If a tenant is not found before the current tenancy agreement expires then the re-let fee will not be payable.

7.5 To return the keys of the Property to the Agent on the agreed termination date, or at 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.

7.6 On termination of your tenancy, Red Estates will deduct the sum of £45 from your bond as a check out fee.

8. The Landlord agrees with the Tenant as follows:

8.1 To permit the Tenant paying the rent under this Agreement and performing and observing the various obligations on the part of the Tenant set out above, to hold the Premises peaceably without any interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord. 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, 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 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 termination.

Initial _____

9. Recovery of Possession

9.1 The Landlord may bring a court action to recover possession of the Premises, even if any previous right to do so has been waived, if and whenever during the Term:

- (a) The Rent is outstanding for 14 days after becoming due.
- (b) The tenant does not comply with the regulations set out in this Agreement.

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 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)

Initial _____



13. The property is let together with the special conditions (if any) in the First Schedule below.

THE FIRST SCHEDULE (attach a separate sheet if necessary)

Special Conditions:

Signed by the Tenant Date.....

Name :

Signed by the Tenant Date.....

Name :

Signed by the Tenant Date.....

Name :

In the presence of:

Name:

Address:

Occupation: Signature:

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