

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.

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 three years or less. Agreements for tenancies of a longer duration should be drawn up by 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 heating water.
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.

More Information

For more information on using this tenancy agreement please refer to the 'Letting Information Point' on The Letting Centre website. Website address:
www.letlink.co.uk

DEFINITIONS AND INTERPRETATION

In this Agreement the following definitions and interpretation apply:

1. Landlord(s)" include anyone owning an interest in the Property, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Property.
2. "Tenant" includes anyone entitled to possession of the Property under this Agreement.
3. "Joint and several" means that when the Tenant consists of more than one person, they will each be responsible for complying with the Tenant's obligations including payment of rent under this Agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against any one or more of those individuals. It also means that the Guarantor will be liable with the Tenant to pay all rent and any debt arising from any breach of the Tenancy until all debt is paid in full.
4. "Guarantor" is the person responsible for discharging the Tenant's obligations if the Tenant defaults whether the Landlord elects to pursue the Tenant or not.
5. "Agent" is Naylor Powell, Agriculture House, Sandhurst Road, Gloucester GL2 9RG or anyone who subsequently takes over the rights and obligations of the Agent.
6. "Member" refers to Naylor Powell or any subsequent Agent belonging to The Dispute Service tenancy deposit scheme.
7. "ICE" is the Independent Case Examiner of The Dispute Service Ltd.
8. "Property" includes any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy. When the Tenancy is part of a larger building the Property includes the use of common access ways and facilities.
9. "Fixtures and Fittings" include references to any of the fixtures, fittings, furnishings, or effects, floor, ceiling or wall coverings.
10. "Inventory and Schedule of Condition" is the document drawn up prior to the commencement of the Tenancy by the Landlord, the Agent, or Inventory Clerk which shall include the Fixtures and Fittings in the Property including all matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy.
11. "Term" or "Tenancy" includes any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.
12. "Deposit" is the money held by the Agent as Stakeholder during the Tenancy or by the Landlord as indicated in this Agreement in case the Tenant should fail to comply with the terms of this Agreement.
13. "Stakeholder" means that if the Agent holds the Deposit deductions can only be made from the Bond at the end of the Tenancy with the written consent of both parties.
14. "Notice Period" is the amount of notice that the Landlord and Tenant must give to each other.
15. "Emergency" means where there is a risk to life or damage to the fabric of the Property or Fixtures and Fittings contained in the Property.
16. "Water charges" include references to water sewerage and environmental service charges.
17. "Superior Landlord" means the person for the time being who owns the interest in the Property which gives him the right to possession of the Property at the end of the Landlord's lease of the Property.
18. "Head Lease" sets out the promises your Landlord has made to his Superior Landlord. The promises contained in this Head Lease will bind the Tenant if he has prior knowledge of those promises.
19. References to the singular include the plural and references to the masculine include the feminine.
20. The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.
21. Relevant person means any other person or company paying the Deposit on behalf of the Tenant e.g. the local authority, parent or guarantor.

Initialed by Landlord:

Initialed by tenant:

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: **04 January 2011**

Landlord(s): **SAMPLE**

Landlord's Address: **SAMPLE**

SAMPLE

SAMPLE

Landlord's Agent: **Naylor Powell Property Management**

30 Bath Road

Stonehouse

Gloucestershire

GL10 2JA

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

Tenant(s): **SAMPLE**

Property: **The dwelling known as:**

SAMPLE

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**

commencing on **SAMPLE**

Rent: **SAMPLE per calendar month**

Payment: **in advance by equal monthly payments payable on the 1st of each month**

Deposit **The deposit of SAMPLE is payable.**

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

Initialed by Landlord:

Initialed by tenant:

2. The Deposit is payable to the Landlord's Agent. The Deposit is held by the Agent as Stakeholder. The Agent is a Member of the Tenancy Deposit scheme. Any interest earned will belong to the Agent. The Deposit has been taken for the following purposes.

2.1 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, insured risks and items that are the responsibility of the landlord.

2.2 The reasonable costs incurred in compensating the landlord for or for rectifying or remedying any major breach by the tenant of the tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures or fittings.

2.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property for which the tenant is liable.

2.4 Any rent or other money due or payable by the tenant under the tenancy agreement of which the tenant has been made aware and which remains unpaid at the end of the tenancy.

2.5 The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd, PO Box 541, Amersham, Bucks HP6 6ZR

Tel: 0845 226 7837 email: deposits@tds.gb.com Fax: 01494 431123

The Agent/Member must tell the tenant within 10 working days of the end of the tenancy if they propose to make any deductions from the Deposit.

2.6 If there is no dispute the Member/Agent will keep or repay the Deposit according to the agreed deductions and conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.

2.7 The Tenant should try to inform the Member/Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the Deposit within 20 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

2.8 If, after 10 working days following notification of a dispute to the Agent/Member and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 2.10 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.

2.9 The statutory rights of the Landlord and Tenant to take legal action through the County Court remain unaffected by clauses 2-2.9 above.

3. The Tenant agrees with the Landlord:

Rent & charges

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

3.2 To pay promptly to the authorities to whom they are due, council tax and outgoings (including water and sewerage charges including the emptying of septic tanks, gas, electric, light and telephone and television (if any) relating to the Property), 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. The Tenant agrees to notify the Landlord prior to changing supplier for any of the utility services (i.e. gas, electricity, water etc.)

Initialled by Landlord:

Initialled by tenant:

3.3 That where the Rent is accepted from a party other than the Tenant, it shall be deemed to be accepted for and on behalf of the Tenant.

3.4 To pay any bank charges incurred by the Landlord or Agent resulting from dishonoured cheques or standing order mandates drawn by the Tenant for all Rent and other payments due to the Landlord

3.5 To pay £25 (plus vat) to the Agent for each letter written as a result of failure to pay the rent on the due date.

3.6 To pay £80 (plus vat) to the Agent in respect of attending and checking the inventory at the end of the tenancy.

3.7 To pay interest on any rent overdue at 2% above the Bank of England's base rate.

3.8 (i) The Landlord may serve a notice stating that a revised rent to take effect not less than one month after service and not earlier than one year after the start of the tenancy or the last revision date

(ii) In the month following the service of the Landlord's notice the Tenant may give one month's notice to end the Tenancy at the later of that month or the revision date stated in the Landlord's notice

Use of the property

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

3.10 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

3.11 Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property

3.12 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 the Landlord or to the occupiers of the neighbouring premises, or which may void any insurance of the Property or cause the premiums to increase

3.13 Not to keep any 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

3.14 Not to use the Property for any illegal or immoral purposes

3.15 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.

3.16 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance inside the property.

Repairs

3.17 Not to damage or injure the Property and Contents or make any alteration or addition to it. Any redecoration is to be made only with the prior written consent of the Landlord or his Agent

3.18 To keep the interior of the Property and the Contents in good and clean condition and complete repair (reasonable wear and tear excepted) and to keep the Property at all times well and sufficiently aired and warmed during the tenancy

3.19 To clean all windows on a regular basis and at the expiration of the tenancy

3.20 To ensure that correct washing instructions or dry cleaning instructions are understood before proceeding to clean carpets, curtains or rugs

Initialed by Landlord:

Initialed by tenant:

- 3.21 To immediately pay the Landlord or his Agent the value of replacement of any furniture or effects lost damaged or destroyed or at the option of the Landlord, replace immediately any furniture or effects lost damaged or destroyed, and not to remove or permit to be removed any furniture or effects from the Property. Should the tenant misplace the property keys and the Agent be called for access a charge of £40 may be made
- 3.22 That the Landlord or any person authorised by the Landlord or his Agent may at reasonable times of the day on giving 24 hours' notice (unless in the case of an emergency) enter the Property for the purpose of viewing, inspecting its condition and state of repair or for the purpose of repair, maintenance or repainting
- 3.23 To keep the gardens (if any) including all driveways, pathways, lawns, hedges and rockeries neat tidy and properly tended at all times and not remove any trees or plants
- 3.24 To replace all broken glass in doors and windows damaged during the tenancy where the breakage was due to the negligence of the tenant or one of his guests or visitors.
- 3.25 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 and to return any additional keys to the Landlord or his Agent at the expiration or earlier determination of the tenancy. Where additional keys are requested from the Agent, these will be charged at the current tariff rate
- 3.26 To notify the Landlord promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property or which may give rise to a claim under the insurance of the Property
- 3.27 Not to glue stick or otherwise fix anything whatsoever to the exterior or interior of the Property without the Landlord's written consent
- 3.28 To take all reasonable precautions to prevent damage by frost
- 3.29 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
- 3.30 To keep the drains free from obstruction and the chimneys swept as often as necessary
- 3.31 Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent
- 3.32 That the Tenant shall be responsible for testing all smoke detectors (if any) fitted in the Property on a regular basis and at the end of the tenancy and replace the batteries as necessary
- 3.33 To keep all electric lights in good working order and in particular to replace all fuses, bulbs, fluorescent tubes as and when necessary.
- 3.34 That the Tenant will be liable for any reasonable charge or other cost incurred as a result of missed appointments where a prior arrangement has been made for tradesmen to visit, inspect or work at the Property.
- 3.35 That any items left by the Landlord are not guaranteed by the Landlord or his Agent and the cost of repairs shall only be met by the Landlord at his own discretion and in the event of such items becoming unusable there shall be no obligation on the Landlord to provide replacements
- 3.36 To ensure all appliances supplied by the tenant are installed competently and to compensate the Landlord for any damage caused and costs incurred by faulty installation.
- 3.37 That any repairs to television aerials and other such equipment shall be at the Landlord's discretion. No television, satellite or telephone equipment shall be affixed to the property without the Landlord's prior consent.

Initialed by Landlord:

Initialed by tenant:

Other tenant responsibilities

3.38 To approve the Inventory and advise the Landlord or Agent accordingly within fourteen days of receipt or the Inventory is otherwise deemed to have been accepted as a true and accurate record of the condition of the Property and Contents.

3.39 Within seven 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 forms part) given made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority

3.40 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

3.41 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 in daytime to enter and view the Property with prospective tenants or purchasers

3.42 Not to leave the Property vacant for more than 28 consecutive days and to properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended

3.43 That where the Property is left unoccupied, without prior notice in writing to the Landlord or Agent, for more than 28 days and the Rent for this period is unpaid, the Tenant is deemed to have surrendered the Tenancy. This means that the Landlord may take over the Property and re-let it.

3.44 To arrange appropriate insurance to cover his or her own possessions and accidental damage to any items belonging to the landlord that form part of the inventory and to supply a copy of the policy to the Agent prior to the commencement of the tenancy.

End of tenancy

3.45 If the Tenant does not wish to remain in the Property after the end of the fixed term then one full calendar month's prior notice to quit should be given in writing to the Landlord or Agent.

3.46 Upon expiry of the initial fixed term of this tenancy agreement, it is agreed that the tenancy shall continue as a monthly statutory periodic tenancy and the same terms and conditions of this Agreement shall apply.

3.47 To return the Property and Contents at the expiration or sooner determination of the tenancy in the same clean state or condition as they shall be in at the commencement of the tenancy

3.48 To pay for any reasonable cleaning services that may be required to reinstate the Property to the same order that it was provided at the commencement of the tenancy including the washing or cleaning of all linen, bedding, carpets and curtains which shall have been soiled during the tenancy

3.49 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

3.50 To return the keys of the Property to the Agent 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

4. The Landlord agrees with the Tenant that:

4.1 Provided the Tenant shall pay the Rent and perform the agreements on his part already referred to, the Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent

Initialled by Landlord:

Initialled by tenant:

4.2 The Landlord will return to the Tenant any rent payable for any period during which the Property may have been rendered uninhabitable by fire or any other risk which the Landlord has insured.

5. By obtaining a court order, the Landlord may re-enter the Property and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord if the Tenant has not complied with any obligation in this Agreement or should the Rent be in arrears by more than fourteen days whether formally demanded or not

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

7. The parties agree:

7.1 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.

7.2 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.

7.3 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 in accordance with section 196 of the Law of Property Act 1925 (see note 5)

8. The Tenant irrevocably authorises the Local Authority, Benefit Office, Post Office and the relevant utility companies (including electricity, gas, water, and telephone) to discuss and disclose to the Landlord or Agent all financial and other information relating to the Property or any housing benefit claim. This authority shall extend to disclosure of the Tenant's whereabouts if the Tenant has left the Property with rent or other monies owing.

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

Initialled by Landlord:

Initialled by tenant:

THE FIRST SCHEDULE *(attach a separate sheet if necessary)*

Special conditions:

SIGNED by the LANDLORD(s) :-

(or the Landlord's Agent)

In the presence of :-

Name: _____

Address: _____

Occupation: _____

Witness Signature

SIGNED by the TENANT(s) :-

In the presence of :-

Name: _____

Address: _____

Occupation: _____

Witness Signature _____

SAMPLE