

Assured Shorthold Tenancy Agreement

Under part 1 of the Housing Act 1988 as amended under part 3 of the Housing Act 1996

Note: If a tenancy deposit is payable it must be dealt with under one of the government's approved schemes.

^a Date:

This agreement is between us:

^b The Landlord

and you (individually and together)

^c The tenant or tenants

Rent Amount:

Every Month:

4 Weeks

2 Weeks

1 Week

The rent must be paid in advance.

Tick this box to show we collect two payments of rent in advance at the start of the tenancy. This means you must then make each subsequent payment 1 month / 4 weeks / 2 weeks / 1 week* (delete as appropriate) before the date when the rent will be due.

A
1

We let out the property at:

to you (individually and together if there is more than one of you) as well as the furniture, fixtures and household belongings that are on the list that you and we signed. The amount of rent is shown on the previous page and both you and we must keep to the terms below.

2

You will have the property and the furniture for (--- Period ---)

from (--- Time and Date ---) to (---Time and Date ---). If, at the end of this time, you want to continue the tenancy and you have not already received from us two months' notice to end the tenancy, it will carry on from month to month as a monthly contractual tenancy. You must give one month's notice to end it. This notice must be given to expire on a rent payment day.

3

This agreement is an assured short hold tenancy (as defined in section 19A of the Housing Act 1988). The arrangements in section 21 of the Housing Act 1988 for the landlord to repossess the property apply to this agreement. This means that you cannot claim any legal rights to stay on once the tenancy has ended and a court order says you must leave. The landlord giving a section 21 notice must give at least two months' notice, in writing. For more information, you should consult a Housing Advice Centre, solicitor or Citizens' Advice Bureau who will tell you what this means.

4

We will let the property to you (individually and together) and only (--- Name of Tenants ---) will be allowed to live there.

5

No children are allowed to live in the property without our permission, in writing (which we will not unreasonably withhold).

6

No animals are allowed in the property without our permission, in writing (which we will not unreasonably withhold).

7

You have to pay a deposit of (--- Amount of Deposit ---) (you will not receive interest on it unless the deposit is paid into the Government's custodial tenancy deposit scheme). You will get it back when this agreement ends and you leave the property, as long as you have kept to all the agreements and conditions and you have paid all the rent and bills for the property. If you do not do so, we may take from your deposit any rent legally owed to us, or other money legally owed to us, reasonable compensation if you have broken any of your agreements, or the reasonable cost of making good any damage which is not caused by fair wear and tear. The deposit will be kept until you have produced satisfactory proof that you have paid for the utility bills (electricity, gas, water and phone) for the property. If you fail to do so, we may pay any charges you owe from your deposit. If we cannot agree amounts for any breach, the matter will be decided by the County Court unless we can agree on some other way of resolving the dispute. You cannot use the deposit to pay rent under this agreement.

8

Where there is more than one tenant (-- Name of Chief Tenant ---) is chosen to act on behalf of you all jointly and individually when dealing with the deposit. Another of you can replace him as that representative, so long as we are notified in writing by a majority of you.

9

If you owe rent or any other money legally payable to us under the agreement, you will have to pay interest on this amount from the date that it should have been paid. The interest rate is 3% above the base rate used by the Royal Bank of Scotland. This rate may apply before, as well as after, a court judgment has been made against you, depending on the terms of the court judgment.

10

We may keep keys to the property.

11

The landlord may remove, store, sell or otherwise dispose of any furniture or goods which the tenant refuses or fails to remove from the property at the end of the tenancy. The tenant shall be responsible for all reasonable costs which the landlord may incur. The landlord shall be entitled to deduct such costs and any monies lawfully due to the landlord from any money realised from the disposal of such furniture or goods.

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You must pay our administration fee of £_____ for entering into this tenancy (if none is payable insert nil)

- B You must do the following:**
- 1 Pay rent on the days and in the way we have agreed.
 - 2 Pay our reasonable costs for sending reminder letters. These will be £ _____ for each reminder.
 - 3 Pay our reasonable costs for any cheque that does not clear. These will be £ _____ each time a cheque does not clear.
 - 4 Keep the inside of the property in at least as good a condition as it was when the tenancy started (fair wear and tear excepted). Also, at the end of the tenancy you must leave all furniture and fixtures in the rooms or places they were in at the beginning of the tenancy.
 - 5 Repair any damage that you have done deliberately or that was caused by the neglect or carelessness of you or anyone else living in or visiting the property. This includes replacing any broken glass in windows and repairing or replacing any damaged fittings and installations. If you do not repair the damage you are responsible for, we may give you written notice asking you to repair the damage within a reasonable period of time, depending on the repairs that need to be done. If you fail to do this within the period of notice given, we may then enter the property (after giving you 24 hours' notice, in writing) and carry out the work - you will have to pay us for the reasonable cost of this work.
 - 6 Pay for all electricity, gas and phone bills, water charges and Council Tax relating to the property that applies during the period of the tenancy.
 - 7 Take reasonable precautions to prevent frost or similar damage to the property. If the property is going to be empty overnight or for more than 12 hours when the weather is likely to be cold, you must leave enough heating on to prevent the water system freezing, or turn off the water supply at the main stopcock and open all the other water taps and valves in the property to drain the tanks of hot and cold water.
 - 8 Whenever you leave the property unattended, you must lock all the doors and windows and put the burglar alarm on (if any). You should tell us if the property is going to be empty for more than seven days in a row.
 - 9 If you give us notice that you are going to leave the property before this agreement has ended, you must pay our reasonable costs for re-letting the property as well as paying the rent until a new tenant moves in.
 - 10 Allow us or our agents to come into the property at all reasonable hours of the day to inspect the condition of the property, to carry out repairs or to do other work which we must carry out by law. We will give you at least 24 hours' written notice if we are going to enter the property. You must let us enter the property immediately if there is an emergency.
 - 11 Tell us about any repairs or faults that we are responsible for in the structure or outside of the property, in any installation or in the shared areas.
 - 12 Only park vehicles on your parking space and without causing an obstruction.
 - 13 Pay the reasonable costs for replacing locks if you fail to return any key.
 - 14 Pay any reasonable cost for getting replacement keys.
 - 15 Allow possible new tenants and prospective purchasers to look at the property on at least 24 hours' written notice during the last month of the tenancy.
 - 16 Be jointly and individually responsible for paying all the rent you have to pay under this agreement and keep to all the terms of this agreement.
 - 17 Defrost the fridge when necessary. You will be responsible for the reasonable cost of making good any damage that is caused because you have not done this.
 - 18 Be responsible for looking after the garden. It must be kept tidy and properly cultivated with any grass cut regularly, but you do not have to improve the garden.
 - 19 Pay reasonable charges (including our costs) for preparing and checking any inventory/condition schedule at the beginning and end of the tenancy.
 - 20 At the end of the tenancy, leave the property and our fixtures and fittings in as good a condition as at the start of the tenancy (fair wear and tear excepted) and free from rubbish.

C You must not do the following:

- 1 Alter or add anything to the outside or structure of the property, or the furniture, fixtures and Household belongings that are on the list that you and we signed. You must not bring into the property any furniture, fixtures or household belongings, which do not meet the Furniture and Furnishings (Fire) (Safety) Regulations. You can get information about these regulations from your local Trading Standards Office.
- 2 Anything, which may be a nuisance or annoy neighbours. You must not play any radio, CD, record player, television or musical instrument in a way that will cause a nuisance, annoy the neighbours or be heard outside your home between 11 pm and 7.30 am.
- 3 Bring bicycles, motor cycles, and prams into the property without our permission, in writing (which we will not unreasonably withhold).
- 4 Bring any furniture into the house without our permission, in writing (which we will not unreasonably withhold).
- 5 Tamper with any fire precautions.
- 6 Hang pictures or posters on the walls without our permission, in writing (which we will not unreasonably withhold).
- 7 Use Blu-tack or any similar type of adhesive on the walls.
- 8 Sublet the property or any part of it, or give up the property or any part of it to someone else.
- 8 Transfer the tenancy to someone else without our permission, in writing (which we will not unreasonably withhold).
- 9 Carry on any profession, trade or business in the property.
- 10 Display any permanent notice on the property.
- 11 Use the property as anything other than a home.
- 12 Block, or allow guests to obstruct, any of the shared areas.

13

D We agree to do the following:

- 1 Keep the property insured against fire and other usual comprehensive risks as long as insurance cover is available
- 2 Let you have free access to the steps, entrance hall, stairs and all shared areas and keep those areas clean, light and in good condition.
- 3 Be responsible for servicing and maintaining any gas heating system and making sure that all gas appliances within the property are checked by a Corgi-registered technician every year, in line with the Gas Safety (Installation and Use) Regulations 1994.
- 4 Be responsible for making sure that any furniture we provide keeps to the Furniture and Furnishings (Fire) (Safety) Regulations.
- 5 Give you back any part of the rent that you have paid for any period that the property could not be lived in because of fire or any other danger that we are insured for.
- 6 Keep the structure and outside of the property in good repair.
- 7 Keep the gas, water, and electricity, space-heating and water-heating installations in good repair and proper working order.

If we need to serve any notice on you, we will deliver it by hand or send it to you by first-class post to the property address. This means that notices are served on you once they are put through your letterbox, even if you do not receive them because you have moved. If you give us another address to send notices to, any notice will be validly served at that address, if it is posted by first-class post or left at that address.

If you need to serve any notice on us, they must be delivered by hand or sent by post to the following address.

(--- Enter Address here ---)

We may tell you that this address has changed.

We may repossess the property if:

- You fail to pay us rent 14 days after it is due, whether you have been asked for it or not;
- You (or any of you) become bankrupt;
- Any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended under the Housing Act 1996 apply (these include not paying rent, breaking the tenancy term and causing a nuisance or annoyance); or
- The arrangements for us to repossess the property in section 21 of the Housing Act 1988 apply.

We need a court order to repossess the property. You should contact a solicitor, Citizens' Advice Bureau or Legal Advice Centre who will tell you what this means.

Our signature

Your Signature
(or Signatures)

Witness's Signature

Name:
Address:
Occupation

Completion Instructions

Always use black ink and print the information

- a. Enter the date that the agreement is signed by the landlord and tenant
 - b. Enter the name of the landlord(s)
 - c. Enter the name or names of all tenants (including children if applicable)
 - d. Enter the amount of rent payable
 - e. Every Month}
 - f. Every 4 Weeks} Specify when the rent is due
 - g. Every 2 Weeks} and delete as applicable
 - h. Every Week}
 - i. If not taking a deposit and taking two months rent in advance, tick the box
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- A1. Enter the full address of the property being rented
 - A2. Enter the length of the tenancy (how long is it to run - normally 6 or 12 months)
 - A2. Enter the date the tenancy is to start (e.g. 1st January 2003)
 - A2. Enter the date the tenancy is to end (make sure this agrees with the period entered in box "k")
 - A4. List the tenant(s) full names (and children if applicable)
 - A7. Enter the amount of the deposit
 - A8. Enter the full name of the leading tenant, the person agreed by all tenants to act on their behalf
 - A12. Enter the amount you are charging for administering the deposit
 - B2. Enter the amount you will be charging for each reminder letter
 - B3. Enter the amount you will be charged for each cheque that fails to clear
 - D1. Enter your (landlord) address
 - D2. Enter your (landlord) signature
 - D3. Enter the tenant(s) signatures
 - D4. Enter the name, signature and occupation of the witness

Explanatory Notes (Continued)

- A We (the landlord) let out the property at:
A1 Property Address:
A2 Term (length) of the Tenancy:
Date the Tenancy starts
Date the Tenancy ends
- A3 Definition of an Assured Shorthold Tenancy
A4 List tenant(s) names
~~---Delete-as-applicable-decision-regarding-children-at-the-property-----~~
Both parties to sign acceptance of the decision
- A6 Delete as applicable decision regarding animals at the property
Both parties to sign acceptance of the decision
- A7 Specify the amount of deposit or deposits to be paid plus explanation
of possible retention of deposit
- A7 Clarification of details concerning using the deposit to pay rent
- A9 Explanation of charges applicable on arrears
- A10 Keys may be kept by the landlord (for use in cases of emergency)
- A11 Explanation of possible action regarding removal of property
- A12 Administration fee chargeable to the tenant for entering into the tenancy
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Explanatory Notes (continued)

- B You (the tenant) must do the following
- B1 Agree to the Rent Schedule as specified
- B2 Agree to possible costs imposed for rent reminder letters
- B3 Agree to possible costs imposed for dishonored cheques
- B4 Agree to maintain the condition of the property during and at the end of the tenancy
- B5 Agree to repair any damage done to the property during the tenancy or agree to pay the landlord reasonable costs for the repair work
- B6 Agree to pay all utility charges as detailed on the tenancy agreement
- B7 Agree to the maintain conditions to safeguard the water supply
- B8 Agree to undertake al reasonable security measures
- B9 Agree to charges for early termination
- B10 Agree to allow access for inspection and repairs
- B11 Agree to inform us of any repairs for which we are responsible
- B12 Agree to park vehicles on your parking space and without causing an obstruction.
- B13 Agree to pay reasonable cost for replacing locks if you fail to return any key.
- B14 Agree to pay reasonable cost for getting replacement keys
- B15 Agree to allow possible new tenants and prospective purchasers to look at the property on at least 24 hours written notice during the last month of the tenancy.

- B16 Agree to be jointly and individually responsible for paying all the rent you have to pay under this Agreement and keep to all the terms of this agreement.

- B17 Defrost the fridge when necessary. You will be responsible for the reasonable cost of making good and damage that is caused because you have not done this.
- B18 Be responsible for looking after the garden. It must be kept tidy and properly cultivated With any grass cut regularly, but you do not have to improve the garden.
- B19 Pay reasonable charges (including our cost) for preparing and checking any/condition Schedule at the beginning and end of the tenancy.
- B20 At the end of the tenancy, leave the property and our fixtures and fittings in as good a condition as at the start of the tenancy (fair wear and tear excepted) and free from rubbish.