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| --- |
| ASSURED SHORTHOLD TENANCY AGREEMENTFOR ALL TYPES OF RESIDENTIAL ACCOMMODATION |

Made this \_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_\_\_\_\_\_\_

##### Between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "The Landlord") on the one part &

##### 

##### NAME (Block Capitals) SIGNED

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(hereinafter called "The Tenant(s)") on the other part.

The Landlord lets and the Tenant takes the property known as:

(hereinafter called “The Premises”) together with the following additional rights (so far as the landlord can grant the same)

|  |  |
| --- | --- |
| TENANCY COMMENCES: | TENANCY ENDS: |

#### The Tenancy is a fixed term of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ commencing & expiring on the above dates

|  |  |  |
| --- | --- | --- |
| **£** |  | **RENT** |

The rent is the above sum & payable in four instalments in advance by way of Bank Transfer via BACS & made payable to the Agent/Landlord on \_\_\_ July 20\_\_\_, \_\_\_ Oct 20\_\_\_, \_\_\_ Jan 20\_\_\_ & \_\_\_ April 20\_\_\_

|  |  |  |
| --- | --- | --- |
| **£** |  | **DEPOSIT PAID BY TENANTS** To be held by Agent/Landlord, The deposit will be held |
| /lodged in accordance with Government Approved Scheme: .......................................................................................... | | | |

**Signed (Agent/Landlord)** ……………………………………….....................................................…

|  |  |  |
| --- | --- | --- |
| Name & Address of Agent/Landlord: |  | .............................................................................................  .............................................................................................  .............................................................................................  ............................................................................................. |
| Telephone Number: .................................................. Email: .......................................................... | | |
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| SURRENDER & TERMINATION OF TENANCY DECLARATION |

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| --- |
| I the Tenant(s) write to confirm the  **Surrender and release to the Agent/Landlord of all my interest in the property below & I will give vacant possession**  The tenancy will terminate on the following date  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and I will vacate the premises described below  by \_\_\_\_\_\_\_ which I hold as Tenant(s) in the tenancy created on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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| **The premises let to me: ­** |

**Signed by the Tenant:**

|  |  |  |
| --- | --- | --- |
| **NAME** | **SIGNATURE** | **DATE** |
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**The landlord accepts the surrender - Signed by the Landlord/Agent:**

|  |  |  |
| --- | --- | --- |
| **NAME** | **SIGNATURE** | **DATE** |
|  |  |  |
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This Tenancy is subject to and the Tenant/s agrees to be bound by the General Tenancy conditions contained herein, with the amendments and additions (if any) set out under "Special Tenancy Conditions" overleaf save that no such amendment or addition be of any effect if or insofar as it purports to empower the Landlord to determine this Tenancy at any time earlier than twelve months from the Commencement Date or the date of the Agreement whichever shall be the later.

This is a Joint and Several Tenancy Agreement and is intended to give rise to an Assured Shorthold Tenancy as defined in Section 19A of the Housing Act 1988 and as amended by the Housing Act 1996.

This tenancy includes the use of the Landlord's furniture and effects where applicable.

TENANT'S OBLIGATIONS - The Tenant will

1. Pay the rent on the days specified and by whatever method prescribed by the Landlord and will pay interest at the rate 3% per annum above National Westminster Bank Plc Base Lending Rate from time to time on any rent in arrears for more than 14 days calculated from the date upon which such rent was due to be paid to the date upon which it is actually paid.
2. Pay the Landlord prior to the signing of this Agreement a Deposit to be against any liability of the Tenant/s arising under this Agreement. Where applicable the deposit will be held by the Agent/Landlord who is a member of a Tenancy Deposit Scheme. The deposit will then be protected by a government scheme in accordance with the Terms and Conditions of that scheme. The Terms and Conditions and Rules governing the protection of deposits including the repayment process can be found at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ &has been agreed the lead tenant for this property will be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Gas, electricity, water, sewerage, Council tax, telephone & internet accounts to be put into Tenants names & meters to be read at the commencement of the Tenancy. Final readings to be taken at the end of the Tenancy, Tenant/s should provide a forwarding address & gives permission for their forwarding address & full contact details to be given out by Landlord or Agent. Copies of receipted accounts to be forwarded to Landlord or Agent.
4. (Data Protection Act) The Tenant/s agree that in the event of a serious breach of this Tenancy Agreement their personal details & details of the breach/misconduct will be entered & held in a national register(s). This will be made available to all other Landlords/Letting Agencies for the purposes of deciding whether or not to enter into contracts with potential tenants.
5. Pay all charges for gas and electricity supplied to the Premises during the Tenancy, all charges (including rental or other necessary charges) for the use of the telephone or internet (if any) at the Premises during the Tenancy and the costs of reconnecting such services if they are withheld owing to the act or omission of the Tenant. Pay all charges in respect of Council tax, TV Licence/s (If applicable, ensure that a TV licence is obtained) water rate, sewerage rate and Local Government rate due on the Premises.
6. Keep all parts of the Premises including Landlord's fixtures and fittings in good and tenantable repair and in a good decorative state, making good all damages and breakages to the Premises and fixtures and fittings (fair wear and tear and damage by accidental fire and those other risks insured against by the Landlord and repairs which are the responsibility of the Landlord excepted).
7. Not to assign underlet charge or part with or share the possession or occupation of the Premises or any part thereof and will not grant any licence or licences to occupy the Premises or any part thereof.
8. Not to use the Premises or any part thereof for any purpose other than that of a private residence, nor carry on upon the Premises any profession trade or business or let apartments or rooms or receive paying guests or lodgers, or do or suffer to be done in the Premises anything which may become an annoyance or inconvenience to the Landlord or other occupier or Tenants of other Premises in the building or neighbouring properties, or which may vitiate the insurance of the Premises or cause the premium to increase.
9. Not damage, injure or make any alteration to Premises or any part thereof or use for illegal or immoral purpose.
10. Not to install connect or otherwise attach to the Property any cable, satellite or similar system without the written permission of the Landlord.
11. Within seven days of receipt thereof to send to the Agent/Landlord all correspondence addressed to the Landlord or the owner of the Premises any notice order or proposal relating to the Premises (or any building of which the. Premises form part) given made or issued under or by virtue of any statute, regulation order, direction or bye-law by any competent authority

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1. Permit the Landlord, Landlord's employees or Landlord's agent upon giving 24 hours prior notice (except in the case of emergency when no notice shall be required) to enter the Premises with or without workmen & equipment & to view the state & condition thereof &, if necessary carry out any repairs, alterations or other works. When repairs are requested by the tenant/s, the workmen may be given a set of keys to gain access & may enter to carry out repairs without prior notice of exact time. If required tenant/s agrees to stay home & provide access.
2. Pay all fees, expenses and costs (including solicitor's counsel's and surveyor's fees) incurred by the Landlord in preparing and serving a notice on the Tenant of any breach of any of the covenants on the part of the Tenant herein contained notwithstanding forfeiture is avoided otherwise than by relief granted by the Court.
3. Notify the Agent/Landlord promptly after any event which causes damage to the Premises or which may give rise to a claim under the insurance of the Premises.
4. Not leave the Premises vacant for more than 30 consecutive days and to keep the whole premises locked and secure if they are vacant.
5. Not change the locks on the doors of the Premises or make any duplicate keys thereto but to return all keys to the Landlord at the end of the Tenancy. Pay the cost for each lost key or key not returned on or before 10 am on the last day of the tenancy. (This normally costs between £10-20 depending on key type & time taken to get key cut)
6. During the Tenancy upon giving 24 hours prior notice permit the Landlord or the Landlord's agent at all reasonable hours to enter and view the Premises with future prospective occupiers.
7. At the determination of the Tenancy to yield up to the Landlord the Premises (fixtures and effects) properly repaired decorated and kept in accordance with the obligations herein before contained and to remove from the Premises all the Tenant's effects.
8. Not remove any of the said fixtures and effects from the Premises.
9. Keep the said fixtures and effects in the present state of repair and condition and replace with similar articles of at least equal value or if the Landlord requires pay for effects which may be destroyed or damaged so as to be incapable of being returned to their former condition.
10. Not to keep any animals, birds or reptiles of any kind on or near the Premises.
11. Not fix or suffer to be fixed to the exterior or windows of the Premises any notice board, notice, sign or advertisement or poster and not to permit any clothes or fabric to be hung out or exposed for drying or airing upon the said Premises or any part thereof as to be visible from the outside of the Premises.
12. Keep clean the windows of the Premises and replace all broken glass where breakage can be attributed to the Tenant.
13. The Tenant/s must wash, clean or dry clean as appropriate, curtains, carpets or similar items comprised in the contents that have become soiled during the term.
14. Keep gardens and any outside areas (if any) belonging to Premises in good, clean tidy and litter/waste free condition and agrees to keep leaves and any debris/litter etc out of any drains and gutters
15. Not fix items to walls using sellotape, nails, screws, hooks, adhesive material or similar substances without written permission of the Agent/Landlord.
16. Put mattress protectors (if supplied) on beds immediately upon taking occupation and not use as a top bed sheet. Agree to leave the mattress protectors at the end of the tenancy in the same condition as at the start of the tenancy ie freshly laundered and free of any stains or provide a replacement.
17. Not leave any refuse outdoors except on the day of collection by the Refuse Department and then in a properly closed receptacle. To bring all bins back onto the premises after they have been emptied. To use recycling boxes as much as possible. Regularly & at the end of the Tenancy remove all rubbish & waste from the Premises.
18. If property is to be left unoccupied for more than 48 hrs the Tenant/s must at their own expense take steps to prevent frost damage to all the water, plumbing & central heating system (Such as leaving the central heating switched on throughout the property)

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1. Not to use or play any electrical or musical instruments of any kind or make any noise so as to cause annoyance to nearby residents or occupiers or to be audible outside the Premises. With any breach of contract the tenants will be contacted.
2. Not to cause permit and suffer any of the activities specified in Section 8 of the Misuse of Drugs Act 1971 to take place in the Premises.
3. Keep fire doors and fire escape corridors clear at all times. Not leave self-closing doors propped open when the Premises is unattended, or at night-time. Kitchen doors must be kept closed at night for your own safety.
4. Tenant/s insure all their own contents (Landlord's insurance does not cover Tenant/s contents or possessions).
5. Ensure that when bringing any furniture or furnishings into the flat they are up to current Fire Regulation Standard (fire retardancy). The Landlord cannot be held responsible for the Tenant's furniture or furnishings.
6. Keep all kitchens, bathrooms, bedrooms and communal areas ventilated as necessary to avoid problems of condensation, mildew or smells. Clean these and all other areas on a frequent and regular basis. Washing must be dried in the tumble dryer (where provided). If not available, the room must be heated and aired. Tenant agrees to pay for damage caused to property by tenant if not ventilated properly.
7. Any infestation becoming apparent within first 7 days of tenancy start date to be reported to the landlord. Cost of any/all treatment becoming apparent after first initial 7 days & not reported tenant is responsible to pay in full.
8. Not store or permit or allow to be stored or keep in or upon the Premises or any part thereof any gas oil or paraffin heater or store any other fuel burning appliance or any combustible fuel of any kind.
9. Not take up occupation until \_\_\_\_\_\_\_ hours on the first day of the Tenancy and to vacate by \_\_\_\_\_\_\_ hours on the last day of Tenancy.
10. Should unnecessary callout be made to a maintenance company the cost incurred to Agent/Landlord may be passed on & deducted from tenants deposit. (List includes, locking yourself out, changing light bulbs, flipping mcb board switches, cooker on timer or childlocks engaged).
11. Should a tenant wish to withdraw from this agreement at any time they must find a replacement, otherwise they and the remaining parties to the tenancy agreement remain liable for the rent due. Agent/Landlord has to approve any new tenant and has the right to accept or decline if not deemed to be suitable. Due to the amount of work involved administration costs of £395 will be charged to each tenant per tenant change & deducted from deposit.
12. If more than one person is named as Tenant their obligations under this agreement is joint and several
13. Not fix any lock to any internal door or in any way cause damage to any such door. Such an event will result in deductions from deposit.
14. Not to smoke, use candles or josh sticks in the property. Smoke, candle wax, burn damage or general dirt will result in a deduction from the deposit.
15. If requested the Tenant/s agrees to show all future potential tenants for next academic year around whole property including all bedrooms. Tenant’s Tel details &/or email addresses will be included in advertising literature for the property.
16. Tenant/s agrees they will clean and tidy the whole property if required to a good standard prior to any future viewings
17. If a property is not let by the end of February, it will be inspected and assessed as to whether the cause is untidiness/dirtiness. If so, the Landlord reserves the right & may send in cleaners at two weekly intervals for March, April and May until the property is let. The cost to be split 50/50 between Tenant/s and Agent/Landlord.
18. Not to change or install Utility Service Providers without express prior written consent from the Agent/Landlord

1. Tenant/s confirm they have received a copy of the energy performance certificate for this premises before signing this agreement and confirm they are happy with both the content of the energy performance certificate and the properties energy rating.
2. Tenant/s confirm they have received a copy of the current version of “How to rent” information guide issued by the “Department for Communities & local Government”

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1. Tenant/s confirm they have received a copy of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Not to climb out of any window or onto any balcony or onto any roof. THIS IS EXTREMELY DANGEROUS!
3. Keep clean and not obstruct any stairways leading to the premises & not obstruct any passageways or communal areas inside the premises with any bicycles, prams, boxes, bins, binbags, rubbish or similar items which would create both a fire hazard and fire exit route obstruction.
4. Not have water meter fitted in the premises where one is not already installed without Landlord’s written consent.
5. Tenant/s agrees to keep all electric lights in good working order & in particular to replace all bulbs, fluorescent tubes & fuses throughout the whole premises & will replace them within 4 days once they have stopped working.
6. Ensure that battery operated smoke alarms are operational, tested regularly and supplied with fresh batteries when required. And to keep the fire detection system (If in place) operational at all times. If there is a fault displayed or false alarm signal not triggered by a tenant to inform the Agent/Landlord immediately
7. Tenant/s agree that only he or she will contact the Agent/Landlord with any complaints or maintenance problems themselves. The Agent/Landlord will not enter into correspondence or conversation with any third party even if related to the tenant. The Tenant/s will contact the Agent/Landlord with any signs of damp, overflowing drains or anything else that may indicate repairs are required. If an appliance is involved the Tenant/s will stop using it immediately
8. If a house manual is supplied, the Tenant/s agrees to refer to the house manual before calling the Agent/Landlord. If house manual is supplied Tenant agrees to pay the Agent/Landlord costs incurred to replace if they loose house manual.
9. The property, oven and carpets will have been professionally cleaned at the start of the Tenancy. The same services are to be commissioned at the end of the Tenancy by the tenants. If the inspection reveals cleaning shortcomings and the tenants unable to get the cleaning company to come back and rectify them by 10am on the last day of tenancy, then the cleaning costs incurred by Agent/Landlord to make good may be deducted from the deposit.

This is a legally binding document, Sign it only after you have read it completely and agree to it (All 8 pages) If you do not understand this agreement, or anything in it, it is strongly advised that you ask for an explanation before signing it, You might consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Team.

FURNITURE - If the letting includes the use of furniture and effects, the Tenant/s will:

1. Not damage or remove from the Premises any of the furniture and effects and make good all damages and breakages to the furniture and effects, which may occur during the Term.
2. Leave the furniture and effects in the exact same position as they were in at the commencement of the Term.

LANDLORD'S OBLIGATION - The Landlord agrees:

1. That the Tenant/s paying the rent hereby reserved and performing and observing the various agreements on his part contained herein shall peaceably hold and enjoy the Premises during the Tenancy without any interruption by the Landlord or any person claiming under or in trust for him.
2. The Landlord to carry out all repairs, the liability for which is determined by Sections 11 to 16 of the Landlord and Tenant Act 1985, amended by section 116 of the Housing Act 1988.
3. To keep in repair the structure, main walls, timbers, roof and exterior of the Premises and comply with obligations under Section 32 of the Housing Act 1961.
4. To pay and keep the Tenant/s indemnified against payment of all taxes, services and maintenance charges assessments impositions and outgoings payable in respect of the Premises during the Tenancy other than such as shall be payable by the Tenant under the terms hereof.
5. To pay the rent reserved by the Headlease (if any) and observe and perform the terms and conditions thereof so far as is not the Tenant's responsibility to do so pursuant of the terms hereof.
6. To insure or cause to be insured the Premises and the said furniture and effects with a reputable company and keep the same insured during the period of the Tenancy against loss or damage by fire and other insurable comprehensive risks.

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1. That in the event of the Premises or any part or contents thereof being damaged by fire or tempest or any other cause through no fault or negligence on the part of the Tenant so as to be unfit for occupation or use then the said rent shall be suspended or returned until the Premises and furniture or other items as the case may require shall again be fit for occupation and use.
2. West of England Code of Good Management Practice recommends the following maintenance timescales once a fault has been reported. The Agent/Landlord will keep as far as practicable to this timescale guide.

Emergency repairs – 24 hours (Affecting health or safety eg major electrical fault, blocked WC)

Urgent repairs – 5 working days (Affecting material comfort eg hot water, heating, fridge failure, serious roof leak)

Non-Urgent repairs – 20 working days – The Tenant(s) confirm they are aware and happy with these repair timescale guides

1. To keep in repair & proper working order the installation contained in the Premises for the supply of water, gas & electricity. Provided that this Agreement shall not be construed as requiring the Landlord to carry out works for which the Tenant is liable by virtue of his duty to use the Premises, the furniture & effects in a tenant-like manner.

FORFEITURE - Provided that:

1. If the rent or any part thereof is in arrears for fifteen days after becoming due (whether formally demanded or not) or any of the covenants or obligations on the part of the Tenant herein contained shall not be performed, the Landlord (or his duly authorised representative) may enter on the Premises and resume possession of it (and the specified fixtures and other articles) and thereupon this Tenancy shall cease and determine without prejudice to the other rights and remedies of the Landlord.

1. Any Notice under this Agreement or under the Landlord and Tenant Act 1987 Section 47 and 48 to the Landlord shall be served on the Landlord personally or to his Agent. A Notice sent by registered post shall be deemed to be delivered on the second working day after it is placed in the post. Any Notices to the Tenant shall be deemed sufficiently served & delivered when sent by registered or recorded delivery, or delivered by hand, if delivered by first class post on the second working day following posting as dated on a proof of receipt posting.
2. Under no circumstances can the Deposit be used as rent. The Agent/Landlord and Tenant(s) confirms that all deposit information they provide to the deposit scheme provider is accurate to the best of their knowledge and belief. Please note you will not receive any interest on your deposit payment
3. If Inventory relating to the property is not returned to the Agent/Landlord’s office within 7 days of the effective date of receipt with comment to the contrary, the Inventory shall be deemed to be correct.
4. References to the masculine gender include the female, month means calendar month and the singular includes the plural.

The Deposit Deductions can be made for the following:

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 repairs that are the responsibility of the landlord.

*The following is an indication (although not exhaustive) of the deductions that may be made should any of the clauses in the Agreement be contravened and for any damage deductions, etc at the end of the Tenancy (Receipts will be provided for all actual costs incurred):-*

* *Redecorating room £175-225*
* *Replacement lock £75-175*
* *Keys returned late at end of tenancy £10-20 each*
* *Replacement key £10-20 each*
* *Deep Cleaning of whole property when animal been kept*

*Or smoking taken place £195 minimum*

* *Hourly rate for cleaner (Minimum 3 hr charge) £12-15 minimum*
* *Leaving property before end of tenancy £395 per tenant change*
* *Tenant fixing lock to door without consent £45 minimum*
* *Unnecessary call out fee £ As charged to Agent/Landlord & passed on*
* *Damage to furniture or carpets £30 minimum*
* *Blu tac on walls, holes left by hooks etc £25 minimum*
* *Rubbish left behind at end of tenancy/Removal £35 minimum*

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1. The reasonable costs incurred in compensating the Agent/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 and fittings.
2. 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.
3. Any rent or other money due or payable by the Tenant/s under the tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy.

INSERT HERE ANY SPECIAL CONDITIONS – (Use separate sheet if necessary)