

# ASSURED SHORTHOLD TENANCY AGREEMENT

## For letting a dwelling house on an Assured Shorthold Tenancy under Part 1 of the Housing Act 1988 as amended by the Housing Act 1996.

Date of agreement: 2020-01-08

The Property  
(hereinafter called 'the Property') [Address]

The Landlord  
(hereinafter called 'the Landlord') [landlord name]

The Tenant  
(hereinafter called 'the Tenant') Tenant 1: [tenant name]

Where the Tenant consists of more than one person, they will all have joint and several liability under this agreement (this means that they will each be liable for all sums due under this Agreement, not just liable for a proportionate part). The whole group is responsible for the payments of rent, if any Tenant do not fulfill their obligation under this agreement.

The Term  
(hereinafter called 'the fixed period') 6

Commencement Date 2020-01-15

The tenancy will then continue, still subject to the terms and conditions set out in this Agreement, from month to month from the end of this fixed period unless or until the Tenant gives notice that he wishes to end the Agreement as set out in clause 3 overleaf, or the Landlord serves on the Tenant a notice under Section 21 of the Housing Act 1988, or a new form of Agreement is entered into, or this Agreement is ended by consent of a court order.

The Rent £300.00

Method payment Cash

Utilities Payable by Landlord Water, gas, electricity, council tax, broadband.  
(All other utilities payable by Tenant)

The Payment Schedule 2020-01-15 £ 900  
15-04-2020 £ 900

Deposit £300.00

The deposit to be paid to the Landlord, who will register it with the 'The Deposit Protection Service'. See also clause 4 overleaf.

The Inventory Being the list of the Landlord`s possessions at the Property and details of condition which has been signed by the Landlord and the Tenant, a copy of which is annexed hereto.

Departure date 2020-07-14

Departure time 13:00

**Tenant contact details**

Address(es):  
Tenant 1:

Email address(es):  
Tenant 1: .

Telephone number(s):  
Tenant 1: .

**Landlord contact details**

Telephone: .

Email Address: .

This Agreement is intended to create an assured shorthold tenancy as defined in the Housing Act 1988, as amended by the Housing Act 1996, and the provisions for the recovery of possession by the Landlord in that Act apply accordingly. The Tenant understands that the Landlord will be entitled to recover possession of the Property at the end of the Term. Under this Agreement, the Tenant will have exclusive occupation of his designated room and will share with other occupiers of the Property the use and facilities of the Property (including such bathroom, toilet, kitchen and sitting room facilities as may be at the Property).

### **1. The Tenant`s obligations:**

1.1 To pay the Rent at the times and in the manner aforesaid.

1.2 Where Tenant is liable for bills, to make a proportionate contribution to the costs of all charges in respect of any electricity, gas, water and telephone or televisual services used at or supplied to the Property and Council Tax or any similar property tax that might be charged in addition to or replacement of it during the Term. To pay for the reconnection of any service if the disconnection results from any act or omission by the tenant. If certain `Utilities Payable by Landlord` are included within the agreement, please see section 7 for Fair & Acceptable Use Policy.

1.3 To keep the items on the Inventory and the interior of the Property in a good and clean state and condition and not damage or injure the Property or the items on the Inventory (fair wear and tear excepted).

1.4 To yield up the Property and the items on the Inventory (if any) at the end of the Term in a professionally cleaned state and condition. To advise the landlord within seven days from the commencement date of this agreement, to any errors or omissions to the said inventory. Otherwise it is deemed to have been accepted as a true and accurate record of the condition of the property and contents at the commencement of the tenancy.

1.5 Not make any alteration or addition to the Property nor without the Landlord`s prior written consent (consent not to be withheld unreasonably) do any redecoration or painting of the Property.

1.6 Not do anything on or at the Property which:

1.6.1 may be or become a nuisance or annoyance to any other occupiers of the Property or owners or occupiers of adjoining or nearby premises

1.6.2 is illegal or immoral

1.6.3 may in any way affect the validity of the insurance of the Property and the items listed on the Inventory or cause an increase in the premium payable by the Landlord.

1.7 Not without the Landlord`s prior consent (consent not to be withheld unreasonably) allow or keep any pet or any kind of animal at the Property.

1.8 Not use or occupy the Property in any way whatsoever other than as a private residence.

1.9 Not to assign, sublet, charge or part with or share possession or occupation of the Property (but see clause 4.1 below).

1.10 To allow the Landlord or anyone with the Landlord`s written permission to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, or show the Property to prospective new tenants, provided the Landlord has given 24 hours` prior written notice (except in emergency).

1.11 To pay the Landlord`s reasonable costs reasonably incurred as a result of any breaches by the Tenant of his obligations under this Agreement. The Landlord will charge at the rate of twenty five pounds per hour for the Landlord`s time expended in rectification of breaches of this condition, plus cost of materials, or at cost if an agent is employed to rectify breaches of this Agreement. Please see section 6 for further Tenant fees.

1.12 Where the Landlord is entitled to do anything at the cost or expense of the Tenant or make a charge to the Tenant (however expressed) the Tenant shall pay the amount incurred to the Landlord within 14 days of a written demand or the Landlord may deduct the same from the Deposit in accordance with clause 4.5 of the Agreement. In addition, pay any costs which the Landlord incurs in pursuing rent which remains unpaid more than two weeks after the due date. This may include the cost of phone calls, travel to the property, and the charges of any agent which the Landlord uses to assist with debt recovery.

1.13 To provide the Landlord with a forwarding address when the tenancy comes to an end and to remove all rubbish and all personal items (including the Tenant`s own furniture and equipment) from the Property before leaving.

1.14 To unblock any sink, bath, toilet, or waste pipe which become blocked.

1.15 Avoid using the internet connection in such a fashion as to preclude other Tenants from using it, or is illegal, or contravene any terms imposed by the Internet Service Provider, or contravenes any terms imposed by the telephone line service provider in respect of a line provided by the Landlord for internet service provision, and must not change any settings on any modem or router provided by the Landlord. The tenant must reimburse the Landlord for any fees or charges beyond the minimal basic charge for internet service provision which are incurred due to acts of the Tenant.

1.16 Not use adhesive, nails, glue, sticky tape, blu-tac or similar adhesive substances to attach posters, photographs, ornaments and pictures to the walls, or ceilings or woodwork. To make good at the end of the tenancy or be liable for the fair costs of making good any unreasonable damages or marks or holes caused by such fixings or their removal.

1.17 Not use portable gas, or paraffin or other flammable liquid heaters in the property.

1.18 Not unreasonable obstruct or take up undue space.

1.19 Give the Landlord a copy of any relevant post or documents received concerning the Property within seven days of receiving them - in particular any notice received under the Party Wall Act 1996.

1.20 Not change any locks on the Property without the written consent of the Landlord. Where such consent is obtained then a copy of any new keys must be sent to the landlord within 24 hours of lock change. Daily rental charges will apply for each day that keys are not returned and the tenant shall pay the cost of replacing a keys and/or locks where such keys are missing.

1.21 Notify the Landlord within three days of any change or addition to mobile phone number and of any change to email address.

1.22 Promptly replace any broken glass whether tenant or visitors are responsible for the damage. To clean the windows as often as necessary and within the last two weeks of the tenancy.

1.23 To keep the property at all times sufficient well aired and warmed to avoid the build-up of condensation and to prevent mildew growth and to protect it from frost.

1.24 To keep the garden and grounds (if any) in good order during the tenancy and to keep the trees and shrubs reasonably pruned, grass cut, hedges trimmed and beds in a state for cultivation and to clear away fallen leaves in season or to ensure a gardener is instructed.

## **2. The Landlord`s obligations:**

2.1 The Landlord agrees that the Tenant may live in the Property without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord.

2.2 To insure the Property.

2.3 To keep in repair

2.3.1 the structure and exterior of the Property (including drains, gutters and external pipes),

2.3.2 the installations at the Property for the supply of water, gas and electricity and sanitation (including basins, sinks, baths and sanitary conveniences excluding blockages), and

2.3.3 the installations at the Property for space heating and heating water.

2.4 But the Landlord will not be required to:

2.4.1 carry out works for which the Tenant is responsible by virtue of his duty to use the Property in a tenant-like manner

2.4.2 reinstate the Property in the case of damage or destruction if the insurers refuse to pay out the insurance money due to anything the Tenant has done or failed to do

2.4.3 rebuild or reinstate the Property in the case of destruction or damage of the Property by a risk not covered by the policy of insurance effected by the Landlord.

## **3. Ending this Agreement**

3.1 This agreement is a fixed term from the `Commencement Date` for a period of `the fixed period` and there are no break clauses. To end the tenancy the tenant must give one months notice after the initial period and will be liable for rent for `the fixed period` unless clause 6.1 applies. During the notice period and during the tenancy period the tenant must allow access for viewings. All notices must be sent in writing to the Landlord, by recorded delivery.

3.2 If the Tenant stays on after the end of the fixed Term, his tenancy will continue but will run from month to month (a `periodic tenancy`). This periodic tenancy can be ended by the Tenant or Landlord giving at least one month`s written notice to the Landlord or Tenant respectively, the notice to expire at the end of a rental period.

3.3 If at any time

3.3.1 any part of the Rent is outstanding for 21 days after becoming due (whether formally demanded or not) and/or

3.3.2 there is any breach, non-observance or non-performance by the Tenant of any covenant of other terms of this Agreement which has been notified in writing to the Tenant and the Tenant has failed within a reasonable period of time to remedy the breach and/or pay reasonable compensation to the Landlord for the breach and/or

3.3.3 any of the grounds set out as Grounds 2, 8 or Grounds 10-15 (inclusive) (which relate to breach of any obligation by a Tenant) contained in the Housing Act 1988 Schedule 2 apply the Landlord may recover possession of the Property and this Agreement shall come to an end. The Landlord retains all his other rights in respect of the Tenant`s obligations under this Agreement.

#### **4 The Deposit**

4.1 The Deposit will be registered by the Landlord with the `The Deposit Protection Service`. No interest will be payable to the Tenant in respect of the deposit money.

4.2 The name, address and contact details of the Scheme Administrator of the Tenancy Deposit Scheme that is safeguarding your tenancy deposit is: The Deposit Protection Service (The DPS) [www.depositprotection.com](http://www.depositprotection.com)

4.3 The deposit may not be used as rent payment.

4.4 A final inventory check will be carried out by the Landlord after the tenancy has ended and the premises vacated.

4.5 The deposit has been taken to cover costs occasioned by any breached of the obligations of the Tenant, including but not limited

to: 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. The reasonable costs incurred in compensating the landlord for, or rectifying or remedying any breaches by Tenant, including those relating to cleaning of the premises, its fixtures and fittings. Any unpaid accounts for utilities or water charges or environmental service or other similar services or Council Tax incurred at the property/premises for which the tenant is liable. Any rent or other money due by the tenant under the tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy.

4.6 The tenant confirms that a copy of the terms and conditions of `The Deposit Protection Scheme` has been provided. This is also available for download from: <https://www.depositprotection.com/custodial-terms-and-conditions/>

#### **5. Other provisions**

5.1 The Landlord hereby notifies the Tenant under Section 48 of the Landlord & Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the Landlord at the address stated with the name of the Landlord overleaf.

5.2 For stamp duty purposes, the Landlord and the Tenant confirm that there is no previous agreement to which this Agreement gives effect.

5.3 The Landlord shall be entitled to have and retain keys for all the doors to the Property but shall not be entitled to use these to enter the Property without the consent of the Tenant (save in an emergency).

5.4 Any notices or other documents shall be deemed served on the Tenant during the tenancy by either being left at the Property or by being sent to the Tenant at the Property by first-class post. If notices or other documents are served on the Tenant by post they shall be deemed served on the day after posting.

5.5 Any personal items left behind at the end of the tenancy after the Tenant has vacated (which the Tenant has not

removed in accordance with clause 1.13 of this Agreement) shall be considered abandoned. The Tenant shall be liable for the reasonable disposal costs which may be deducted from the proceeds of sale (if any), and the Tenant shall remain liable for any balance. Any net proceeds of sale will belong to the Landlord.

5.6 Where the context so admits:

5.6.1 The 'Landlord' includes the persons from time to time entitled in reversion expectant on the tenancy.

5.6.2 The 'Tenant' includes any persons deriving title under the Tenant.

5.6.3 The 'Property' includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property.

5.6.4 All references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person

shall be joint and several (this means that they will each be liable for all sums due under this Agreement, not just liable for a proportionate part) and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation.

5.6.5 All references to 'he', 'him' and 'his' shall be taken to include 'she', 'her' and 'hers'.

5.7 The tenancy may be brought to an end if the mortgage requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988.

5.8 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 main residence, or intends to occupy the Property as his only or main residence.

5.9 The Tenant confirms that the Tenant has inspected the Property and fixtures and fittings therein, and is satisfied that they are in a satisfactory condition at the commencement date of this agreement so as to permit the Tenant to quietly possess and enjoy the Property.

5.10 Not keep or permit to be kept on the Premises any pets or animals or any description without the previous consent in writing of the Landlord.

5.11 The tenant will return the property, fixtures and fittings and keys to the landlord by the 'departure date' and 'departure time' given below. No additional time will be provided for cleaning, and hence notice is given now to ensure the property is yielded in state as aforementioned.

## **6 Tenant Fees**

### **6.1 Change of Tenants**

It is your obligation to obtain written consent from the Landlord for any change in the identity of tenants. Upon receipt of this consent a Tenancy Agreement for signature by all parties. A fee of £50 will be charged for this service.

### **6.2 Arrears**

Any chasing of rent arrears will be subject to administration and recovery charges of 3% plus Bank of England base rate per payment chased, after a period of two weeks from the payment due date. If any charges remain outstanding at the end of the tenancy, the Landlord will deduct the amount due from the deposit.

### **6.3 Interest on Late Payments**

If the Tenant makes late payment of Rent the Landlord or the Landlord's Agent may calculate and charge interest on that late payment at the rate equivalent to 3% over the Bank of England base rate at the time from the Payment Date or the date on which any other sum payable under this Agreement is due until the date of payment.

### **6.4 Payment of Rent**

The Rent in cleared funds is due in advance of the Rent Due Date as specified in the Tenancy Agreement.

### **6.5 Insurance**

The Tenant is advised to take out and maintain appropriate insurance on all of his/her own furniture, contents and effects in the Property.

6.6 Loss of Keys

In the event the tenant requires a replacement key, the charge will be £30 per key. If landlord is not able to provide a replacement key, then the full charge of changing locks by a locksmith plus £30 will be payable by tenant.

6.7 Other charges

See Appendix for full standard charges list.

7 Fair & Acceptable Use Policy (FAUP)

If the bills are included within the rent, the following FAUP will apply to you. This is to ensure that your energy and water usage is not excessive and kept within reasonable and sensible limits.

The allowances are designed to be generous and if you are sensible with your energy consumption, it is unlikely that you will exceed these limits.

GAS & ELECTRICITY

The maximum usage allowed per annum included within Rent is as per schedule below:

| Number of Tenants in Tenancy | Monthly allowance for Electricity & Gas Energy per property (GBP) |
|------------------------------|---|
| 1                            | 60  |
| 2                            | 120   |
| 3                            | 180   |
| 4                            | 240   |
| 5                            | 300   |
| 6                            | 360   |
| 7                            | 420   |
| 8                            | 480   |
| 9                            | 540   |

ADDITIONAL PROVISIONS

Central heating limited to 5 hours per day - additional heating can be purchased at rate of £5 per calendar month for each hour. Tenant is not permitted to keep portable heaters within the property. Tenant has no access to shed. Tenant agrees to accompany viewings as requested by landlord. Tenant agrees that CCTV is recording the property for security purposes internally and externally. Tenant must hold valid uk visa and right to stay in UK for duration of stay at the Property. Tenant agrees that a discount of £20 pcm has been applied to clean the shared areas. Should the shared areas not be returned as provided, then this amount of £20 pcm is refundable to landlord for duration of the tenancy in addition to any costs incurred in cleaning.

Tenant 1: [TENANT NAME]

Tenant signature: ..... Date: .....

Landlord signature

Landlord signature: .....

Date: .....

**Appendix** Full standard charge list for damage items/cleaning of items (including VAT & labour). These costs are approximate and may vary dependent on the situation

| Item   | Amount         |
|--|----------------|
| Redecorate bedroom   | £120 (minimum) |
| Redecorate kitchen   | £200 (minimum) |
| Redecorate corridor  | £120 (minimum) |
| Replace mattress   | £200           |
| Replace/repair bed   | £150           |
| Replace/repair wardrobe  | up to £180     |
| Replace curtains   | £40            |
| Replace bedroom laminate flooring  | £500 (minimum) |
| Replace door lock  | £150           |
| Replace bedside cabinet  | £50            |
| Replace corridor laminate flooring                                       | £350 (minimum) |
| Replace leather sofas  | £250 (minimum) |
| Replace microwave  | £50            |
| Replace kitchen bin  | £10            |
| Replace vacuum cleaner   | £100           |
| Replace cooker   | £230 (minimum) |
| Replace kitchen table  | £100           |
| Replace kitchen chair  | £25            |
| Replace worktop  | £300           |
| Replace fridge freezer   | £300 (minimum) |
| Replace fire blanket   | £20            |
| Replacement keys   | £30            |
| Replace desk   | £100           |
| Replace bathroom mirror  | £20            |
| Replace toilet seat  | £100           |
| Replace bedroom door   | £200           |
| Clean bedroom carpet   | £100           |
| Clean bedroom at end of tenancy if not up to standard                    | £100 (minimum) |
| Clean kitchen at end of tenancy if not up to standard (excluding cooker) | £100 (minimum) |
| Clean cooker at end of tenancy if not up to standard                     | £100           |
| Clean microwave at end of tenancy if not up to standard                  | £45            |
| Clean bathroom at end of tenancy if not up to standard                   | £100 (minimum) |
| Removal per sack of rubbish from flat/room                               | £15 (minimum)  |