

ASSURED SHORTHOLD TENANCY AGREEMENT

THIS AGREEMENT is made between the landlord and the tenant and is for the letting of a furnished or unfurnished residential property and is intended to create an Assured Shorthold Tenancy within part I of Chapter II of the Housing Act 1988 and the provisions for recovery of possession by the Landlord in section 21 of that act apply.

Date of Agreement

Landlord(s):

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Tenant(s):

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Who shall be jointly and severally liable

The Property:

The Contents:

The fixtures and fittings at the property together with any furniture, carpets, curtains and other effects recorded in the inventory/condition survey video

The Term:

For the fixed period of months commencing on

The Rent:

£ per calendar month, payable in advance on the first day of every month

To be reviewed at the end of the Term

The Deposit:

£ refundable deposit is payable on or before the signing of this agreement.

1. The Landlord lets and the tenant agrees to take the Property and Contents for the Term at the Rent payable as above, whether formally demanded or not in full and without deduction or set off (save any that may be permissible in Law) The first payment or a proportionate part of it shall be paid on the date of this agreement and subsequent payments as detailed above.
2. **The Deposit**
 - (a) It is agreed and accepted that the said deposit may not be used by the Tenant as rent or part of the rent at any time during the tenancy
 - (b) The deposit shall be repaid without interest as soon as reasonably practicable after the determination of the tenancy, after deducting any sum due in respect of:-
 - i) Damage to the Property
 - ii) Cleaning of the Property
 - iii) Any other proper liability of the tenant due to the landlord
 - iv) Damage to or loss of any of the Contents caused by the neglect or default of the tenant
 - v) Compensation for the breach of any term of this agreement
 - vi) Deterioration to the decor due to fungal growth, condensation, or associated problems caused by the neglect or default of the tenant
 - vii) Arrears of rent
3. **THE TENANT ALSO AGREES TO PAY DURING THE TENANCY: -**
 - (a) All charges relating to water and sewerage
 - (b) The Council Tax (or any similar tax or charge) and any national or local rates or tax levied on the Property by virtue of the Tenant's occupation of the Property
 - (c) All charges for gas, oil, electricity and telephones supplied to the Property during the tenancy and all standing/consumption charges, deposits, connection or termination fees required by the supplier

(d) All television or video rental fees and the cost of the television licence as required by law
AND agrees to pay to the Landlord on demand the cost of reconnecting any of the above services if they are disconnected through the neglect or default of the Tenant

4. THE TENANT SHALL: -

- (a) use the Property in a tenant-like manner and shall not cause any deterioration to the Property or the Contents through his own neglect or default or that of any other person
- (b) report in writing, to be received by the landlord within 14 days of the commencement of the tenancy, any comments on the condition of the Contents or any parts of the Property, internally or externally, including outbuildings, gardens, drives and lawns. Failure to do so shall prevent the Tenant from alleging at the end of the Tenancy that any damage or neglect took place before the Tenancy commenced. The Landlord reserves the right to inspect any items reported by the Tenant
- (c) keep the Property in a good state of decoration internally and at least up to the standard at the commencement of the Tenancy. (with the exception of fair wear and tear due to reasonable use and damage caused by accidental fire.) Proposals for any decorating by the Tenant must receive written approval from the Landlord before commencement
- (d) Where possible, keep all drains, gutters, gullies, downpipes, baths, sinks, taps, cisterns and lavatories free from obstruction and in working order. The Tenant would be expected to pay to the Landlord the reasonable cost of any repairs resulting from an intentional breach of this clause.
- (e) replace all broken glass occurring during the Tenancy in the Property and/or any outbuilding caused by the Tenant or his guests.
- (f) keep the Contents in their present state of repair and condition and replace with articles of at least equal value or pay the Landlord the value of such articles should they be damaged beyond restoration (wear and tear attributable to reasonable and normal use and damage caused by accidental fire excepted)
- (g) be expected to insure his own possessions
- (h) if equipment is provided, keep the grass and hedges trimmed, pathways weeded and the garden in a good state of cultivation and not allow any plant to interfere with or block gutters or downpipes. The Tenant shall be liable for the reasonable cost of any remedial work required as a result of a breach of this clause
- (i) be liable to pay for the cost of all work and reasonable expenses incurred by the Landlord as a result of the Tenant not abiding by any of the clauses contained in this Agreement
- (j) permit the Landlord and/or his agent to enter the property at all reasonable times for the purposes of inspection, upon receipt of a minimum of 24 hours notice, except in the case of emergency
- (k) take all reasonable, tenant-like precautions against frost damage to the water supply and shall be liable for the reasonable cost of any damage arising should he not do so
- (l) notify the Landlord or his agent of any defect or repairs necessary to the Property as soon as is reasonably possible and immediately in the case of an emergency
- (m) permit the Landlord or his agent or other authorised persons to enter the Property at all reasonable times with or without workmen to carry out repairs or redecoration upon receipt of a minimum of 24 hours notice, whether or not the Landlord has a duty so to do under the terms of this Agreement.
- (n) keep clean, as far as is reasonably practicable, the interior of the Property and the interior and exterior of the windows
- (o) during the Tenancy permit the Landlord to erect and maintain on the Property a 'To Let' board and upon receipt of a minimum of 24 hours notice allow prospective tenants to be shown over the Property. If it is not convenient for the Tenant to be at the Property at such times the Tenant shall make keys available to the Landlord or his agent for this purpose.
- (p) at the end of the Tenancy pay any reasonable costs for the cleaning and/or washing of all curtains, carpets and other items of the Contents where such items show damage beyond acceptable wear and tear from normal use, and to produce receipts to the Landlord for the costs of so doing. The Tenant will be expected not to move fittings or bulky items of furniture and if this clause should be breached the Tenant shall be liable for all reasonable costs in returning any of those Contents to their original places
- (q) deliver up the Property and Contents at the end of the Tenancy in a **clean and tidy** condition and remove all personal possessions and rubbish and arrange to turn off all services unless the Landlord has instructed to the contrary
- (r) use the Property for residential purposes only
- (s) make good any damage to the Property (or to any common parts) caused by the Tenant or any invitees or visitors (fair wear and tear excepted) In default of this requirement the Tenant shall pay the Landlord any reasonable costs incurred in carrying out such work
- (t) air the Property regularly to reduce the possibility of **condensation** forming

5. THE TENANT SHALL NOT: -

- (a) interfere with or make any alteration to the structure of the Property or damage or uproot any plant or interfere with the layout of the garden without the written permission of the Landlord
- (b) remove any Contents from the Property without the written permission of the Landlord.
- (c) Assign the benefit of this Agreement or sublet or take in lodgers or paying guests or part with or share possession or occupation of the whole or any part of the Property without the written permission of the Landlord.

- (d) deface the Property or permit any person to carry out anything which may be or become a nuisance or annoyance to the Landlord or the Owners or occupiers of adjoining properties or which invalidates the Landlord's insurance on the Property or causes the premium for such insurance to be increased.
- (e) use or allow the Property to be used for any illegal or immoral purposes or carry out any trade or business from the Property
- (f) affix advertisements, bills or posters to any walls, woodwork or windows at the Property in such a way as to cause damage to the decoration without the written consent of the Landlord
- (g) keep or harbour any animals, birds or reptiles on the Property without the prior written permission of the Landlord, which will not be unreasonably withheld
- (h) leave any article, rubbish or vehicle on or within the Property following the Landlord's or Agent's final inspection at the end of the Tenancy
- (i) change the supplier of any of the services mentioned in clause 3 of this Agreement nor arrange to have fitted a water meter fitted without the prior written permission of the Landlord which will not be unreasonably withheld
- (j) change the locks to any doors of the Property without the prior consent of the Landlord and without supplying him with as many copies of the keys as he may specify
- (k) leave the Property unattended for more than 14 consecutive days without notifying the Landlord

6. THE LANDLORD SHALL: -

- (a) keep in repair the structure of the Property including the roof, walls, foundations, timbers and stairs
- (b) keep all electrical and other working appliances belonging to the Landlord in good working order at all times. If the appliance has been neglected, damaged or misused by the Tenant the Landlord reserves the right to charge the tenant any reasonable costs for its restitution or to render it safely inoperable.
- (c) return to the Tenant any rent due for any period whilst the Property is rendered uninhabitable by fire
- (d) ensure that the Tenant, paying the rent and performing his obligations under this Tenancy, shall enjoy the Property without any unlawful interruption from the Landlord or any person acting for him

7. SERVICE OF NOTICES (SECTION 48 OF THE LANDLORD AND TENANT ACT 1987)

Any notice to be given shall be considered to be properly served if sent by first class post or delivered by hand to:

- (a) the Tenant at the address of the Property
 - or
 - (b) the Landlord at his address on page one of this Agreement or any other address which shall be notified to the Tenant in writing
- The same shall apply to any other written correspondence between the Landlord and the Tenant

- 8. If any cheque given by the Tenant fails to be honoured by his Bank/Building Society, the Tenant shall pay as additional rent a charge up to a maximum of £20 plus VAT in compensation for the reasonable costs incurred by the Landlord
- 9. Any arrears of rent shall be subject to the additional payment of interest from the due date until payment is made at a rate not exceeding 5% per annum above Barclays Bank Plc base rate
- 10. Any article, rubbish or vehicle left on or within the Property following the Landlord or his Agent's final inspection will be disposed of at the Tenant's expense in any manner thought fit by the Landlord. Any net proceeds from the sale of such items shall be held in trust for the Tenant

11. ENDING THIS AGREEMENT

- (a) The Tenant cannot normally end this agreement before the end of the fixed term. However after the first three months of the fixed term, if the tenant can find a suitable alternative tenant, and provided this alternative tenant is acceptable to the Landlord (the Landlord's approval not to be unreasonably withheld) the Tenant may give notice to end the tenancy on a date at least one month from the date that such approval is given by the Landlord. On the expiry of such notice, provided that the Tenant pays to the Landlord the reasonable expenses incurred by the Landlord in granting the necessary approval and in granting any new tenancy to the alternative tenant, the tenancy shall end.
- (b) If the Tenant does not pay the rent (or any part) within fourteen days of the due date (whether it has been formally demanded or not) or if the Tenant fails to comply with the Tenant's obligations under this Agreement, or if any of the circumstances mentioned in Grounds 2, 8 or 10 to 15 or 17 of Part II of Schedule 2, and in Schedule 2A, to the Housing Act 1988 arise then the Landlord may, subject to any statutory provisions, recover possession of the Property and the Tenancy will come to an end. The Landlord retains all his other rights in respect of the Tenant's obligations under this Agreement.

Note: if anyone lives at the Property or if the tenancy is an assured tenancy under the Housing Act 1988 the Landlord cannot recover possession of the Property without a court order. This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.

WARNING: This Agreement is a legally binding document. As Tenants you are advised to read it carefully before signing and ensure that it contains everything that you want and nothing that you are not prepared to agree to. If you do not understand any of the terms ask your Landlord or his Agent to explain them or seek independent legal advice (e.g. from the student union advice centre) before signing.

Signed by the **“Landlord”**

Witnessed by

Full name

Full address

Signed by witness

Signed by the **“Tenant 1”**

Witnessed by

Full name

Full address

Signed by witness

Signed by the **“Tenant 2”**

Witnessed by

Full name

Full address

Signed by witness

Signed by **“Tenant 3”**

Witnessed by

Full name

Full address

Signed by witness

Signed by **“Tenant 4”**

Witnessed by

Full name

Full address

Signed by witness

Signed by **“Tenant 5”**

Witnessed by

Full name

Full address

Signed by witness

Signed by the **“Tenant 6”**

Witnessed by

Full name

Full address

Signed by witness

Signed by the **“Tenant 7”**

Witnessed by

Full name

Full address

Signed by witness

Signed by the **“Tenant 8”**

Witnessed by

Full name

Full address

Signed by witness

SAMPLE