

Assured shorthold tenancy agreement

To be used where a deposit has been taken

This agreement is provided under part 1 of the housing act 1988 and amended under part 3 of the housing act 1996.

If a deposit is being paid it will be dealt with under one of the government approved schemes. One of which is itemised in the agreement.

A

Date (A) _____

This agreement is between us the landlord or landlords (B) _____

And you individually and together the tenant or tenants (C) _____

We are renting you the property (D) _____

Amount of deposit (E) _____

the deposit it will be held by (F) _____

You will not receive interest on the deposit any interest will belong to us

The rent is (G) _____

Payable: tick appropriate box

- Calendar monthly
- 4 weeks
- 2 weeks
- 1 week

You must pay the rent for the month/weeks/week which ever applies

The first rental payment is for the period begging on the start date.

(H) _____

After that you must pay rent on the first day of every rent period which follows whilst the tenancy lasts.

1. If someone who is not a tenant has paid towards the deposit enter names and the amount they have paid (I)_____
2. If there is more than 1 tenant I (the person signing below) agree to appoint a tenant representative the representative is (J)_____ If there is just 1 tenant I the tenant will deal with the deposit.
3. You confirm to us that nobody who is not a tenant has paid towards the deposit other than person stated above.
4. You will have the property and the furniture detailed in the attached inventory for a period of (K)_____
5. Starting on (L)_____
6. Ending on (M)_____
7. Names of people allowed to live in the property besides the tenant including children (if applicable)(N)_____
8. Name of all tenants (if more than one) who have paid towards the deposit and the amount of money each tenant has paid(O)_____
9. If at the end of this time we have not received from you at least 1 calendar months' notice, which needs to be in writing and expiring on the last day of the fixed term of the tenancy to terminate the agreement, the tenancy will continue on a s a contractual periodic tendency. The periods of this contractual periodic tenancy shall be the same as those for which rent was last payable under the initial fixed term of the tenancy.
This periodic tenancy will continue until you have served the required written notice to terminate the agreement or if we serve the required notice or repossess the property in respect of breach in the clauses contained herein.
10. To end the contractual periodic tenancy the required notice which need to be in writing must be sent to the other party.
The notice must end on the last day of a rental period and must be of sufficient length.
ie: this means that in respect of tenancies that run on a weekly, fortnight nightly or 4 weekly cycle the notice period must be at least 28 in length.
Where the tenancy is for monthly rental periods the notice must be at least 1 calendar month

11.No children are allowed to live in the property without our permission in writing which shall not be unreasonably withheld.

12.No animals are allowed in the property with-out our written permission which shall not be unreasonably withheld.

We reserve the right to withdraw this permission if we consider we have a good reason to do so.

B

You will get our deposit back when this agreement ends and you leave the property, if you have adhered to all the conditions, and agreements and have fully paid all the rent and bills for the property. If you have not done this we may take moneys from your deposit in respect of.

1. Any rent you owe us which we have told you about and which is unpaid at the end of the tenancy
2. Any reasonable cost incurred in making up our losses resulting from you having broken any of our agreements (except by fair wear and tear) We will make allowance for the age and condition of any item as at the start of the tenancy.
3. Any unpaid utility bills and communication services which you are responsible for under this agreement
4. As soon as practicable at the end of the tenancy the landlord should inform the tenant whether any deductions are proposed. If there is no dispute the deposit will be allocated according to the deductions agreed. In the event of agreement not being reached, any of the parties can refer the matter to (P)_____

For adjudication.

The deposit can not be used to pay rent under this agreement.

5. if you owe rent you are liable to pay under the agreement you will be charge interest on this amount from the date it should have been paid, where you are 14 days or more in the arrears. The interest rate is 3% above the bank of England base rate. 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.
6. We will keep a full set of keys to the property which we will only use for emergencies or if we need access to other parts of the property in an emergency.
7. We may sell, store, remove or otherwise get rid of any furniture or goods which you refuse to remove or fail to remove from the property at the end of the tenancy. Normally we will store your furniture or goods for a minimum of 14 days after the end of the tenancy. We may however dispose of any perishable, harmful, and unpleasant items and any items we reasonably consider not to be worth selling because they are of little or no value

8. Stored items may be disposed of by us after this 14 days period. Any remaining items will not be sold or got rid of without first contacting you. If after notifying you, or taken reasonable steps to do so and you have not responded in a reasonable time, we are entitled to sell furniture and goods. We are entitled to take costs which are.

- Any money you owe us
- Any costs of moving and storage of items
- Any cost that have been incurred on trying to chase you

If there are any monies outstanding after deductions we will pay this to you.

9. Your entitled to use the entrance, stairways and landings to the property if there is shared access to these

10. We may increase the rent by serving a rent review notice on you, the rent may not be increased by more a maximum of (Q) _____% through any single rent review. We must serve a rent review notice in writing. It must provide you with at least one calendar month in notice prior to the date of the rent review taking affect. The percentage by which the rent will increase must be included in the notice, the amount of the new rental and the date on which the new rent is payable from. It may be served no earlier than 90 days before the rent increase will take effect. The Initial rent increase may take affect no earlier than the first anniversary of this agreement. Until a rent increase takes affect we reserve the right to increase the rent by serving a new rent notice at the start of any subsequent rental period. Once a rent increase has occurred subsequent rent increases may take affect no earlier than the anniversary of the date the last increase took effect.

You must do the following

C

1. Pay rent on the days on the way we have agreed
2. Pay all electricity, gas, phone, water, telecommunication services and council tax bills relating to the property that apply during the tenancy.
3. Repair any damage that has been caused either by yourself or visitors. This includes damage to the building in which the property is located and any shared access. If you do not repair the damage you are responsible for we can claim the reasonable cost of making good this damage, or alternatively we may give you a written notice requiring you to repair the damage within a reasonable period of time. If you fail to do this within the period of notice given we have the right to enter the property (after giving you at least 24 hours' notice in writing) and carry out the work. You will have to pay us for the reasonable cost of this work.
4. Take reasonable precautions to prevent frost damage to the property. If the property is going to be left empty overnight or for more than 12 hours, when the temperature is likely to be below 0 degrees centigrade, you must provide enough heating to prevent the water system from freezing, or turn off the water supply to the main stop cock, and open all water taps and valves in the property to drain the tanks of hot and cold water.
5. You should tell us if the property is going to be empty for more than 7 days in a row.
6. You must give us notice in writing if you are going to vacate the property before this agreement is ended. You must pay our reasonable costs for re-letting the property and continue to pay the rent under the terms in this agreement, until a new tenant moves in. We have the choice whether or not to take the property, or the tenancy back from you early unless we want to do so.
7. Allow us or our agents to enter into the property (subject to us providing a 24 hour written notice) to carry out any repairs or work which we must carry out by law. You must let us enter into the property immediately in case of emergency

8. Tell us about any faults or repairs that we are responsible for in respect to the structure or the outside of the property or if applicable in the shared areas
9. Only park vehicles in your garage (if there is one) or in your allocated parking space so to not cause an obstruction.
10. Be jointly and individually responsible for paying all the rent you have agreed to pay under this agreement, and to keep to all the terms of this agreement.
11. Pay the reasonable cost of replacing locks and keys. upon termination of your agreement
12. You are responsible for looking after the garden (if applicable) but you do not have to improve it. You must keep it tidy and cut and grass regularly.
13. Allow possible new tenants or prospective purchasers or surveyors of any nature to look at the property (on at least 24 hours written notice) throughout the course of the tenancy
14. At the end of the tenancy leave the property and our fixtures and fittings in as good condition as at the start of the tenancy (apart from fair wear and tear) and free of rubbish and perishable goods.
15. Pay the reasonable legal and any related costs which we have had to pay in connection with:
 - Recoverin unpaid rent or other monies due under this agreement, including the costs of our attempts to make you keep to this agreement
 - Recovering possession of the property
- 16 You agree to tell us as soon as possible if a fault arises in the smoke alarms and carbon monoxide alarms (if applicable)
- 17 It is a condition of this tenancy that anyone living in the property has a “right to rent guide” as set out in section 27 of the immigration act 2014.

you must not do the following

D

1. Alter or add anything to the outside of the property. You must not bring into the property any household belongings fixtures or furniture that do not meet Furniture and Furnishings (fire safety) Regulations which applied at the time they were made. Your local Trading standards office can provide you with information about these regulations
2. Tamper with any fire precautions.
3. Transfer the tenancy to someone else without our permission in writing (we will not unreasonably withhold this position)
4. Display any permanent notice on the property
5. Bring bicycles and motorcycles or prams into the property with out our permission in writing (we will not unreasonably withhold this position)
6. You must not under any circumstances leave or deposit any articles in the common passageways (if applicable).
7. Carry out any profession, business or trade in the property.
8. Use the property for anything other than a private home. This does not however prevent you working at home which is incidental to using the property as your private home
9. Anything which may give cause to annoy us or the neighbours. You must not play any type of music that may cause a nuisance or annoy the neighbours, or be heard outside the property between 11pm and 7.30am
10. Dry washing inside the property unless there is a non-habitable vented room suitable for these purposes.
11. Use any portable gas or paraffin heater
12. Do anything that breaks the terms of the lease for the property

We agree to do the following

E

1. Keep the property insured against fire and other usual comprehensive risks providing the insurance cover is available on reasonable terms
2. Be responsible for servicing and maintaining any gas heating system and to make sure that all gas appliances in the property are checked each year by an engineer registered with Gas Safe in accordance with Gas Safety (installation and use) Regulations 1998.
3. Let you have free excess to the entrance hall, stairs and all shared areas if this applies.
4. Be responsible for making sure any furniture we provide keep to the Furniture and Furnishings Fire Safety Regulations which applied when the furniture was made.
5. Give back to you any rent you may have paid for any period that the property could not be lived in because of fire or any other damage that we are insured for (or an appropriate part if only a section of the property could not be used or lived in.
6. Keep the structure and the outside of the property in good repair
7. Refund any rent you have paid in respect to a rental period which starts after the tenancy ends
8. Keep the gas, electricity, water heating and room heating in proper working order and good state of repair.
9. 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 letter box, even if you do not receive them because you have moved. If you have provided us with another address to send notices to any notices served to that address will be valid if it is left or posted first class to that address.
10. If you need to serve any notice on us you must send it by post or deliver by hand to the following address(R) _____

We may repossess the property if

F

- 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 (breaking the terms of the tenancy agreement, causing an annoyance, or nuisance or not paying rent).
- The arrangements for us to repossess the property under section 21 of the housing act 1988 apply.
- If the property is no longer the only or main home of the tenant, or at least one of them were the tenancy is a joint tenancy.
- You fail to pay us rent 14 days after it is due whether you have been asked for it or not
- Under ground 1 in schedule 2 of the housing act 1988 we have lived in the property as our only or main home or plan to do so.
- If a lender seeks to repossess the property we may repossess it under ground 2 of schedule 2 of the housing act 1988

Our signature (S)_____ (landlords/agents)

If there are joint tenants each of you agrees that any one of you may agree on behalf of all the others to use the alternative dispute resolution (adjudication through (T)_____ tenancy deposit protection scheme to deal with any dispute about the deposit at the end of the tenancy.

Your signature(U)_____ (the tenant/s)

Important warning: we need a court order to repossess the property.

You can contact citizens advice bureau a solicitor or legal advice centre who will tell you what this means.

**This agreement is an assured shorthold tenancy
(as defined in section 19A of the housing act 1988)**

The no-fault arrangements in section 21 of the housing act 1988 for the landlord to reposes the property apply to this agreement.

The affect of this is that you cannot can claim any legal rights to stay in occupation whilst the tenancy is ended and a court has issued an order that you must leave.

If we serve you a section 21 notice we must give you at least 2 months in writing.

We let the property to you (individually and together)

and only you and _____
are allowed to live there.