

AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY

Important Notice

This document contains the Terms of the Tenancy of <<insert full address of Premises to be let under the Agreement>>. It sets out the promises made by the Tenant to the Landlord and vice versa. You should read this document carefully and thoroughly. You should also ask to be shown copies of any document referred to in this Agreement. Once signed and dated this Agreement will be legally binding and may be enforced by a court. Make sure that it does not contain Terms that you do not agree with and that it does contain everything you want to form part of the Agreement. Both parties are advised to obtain confirmation in writing when the Landlord gives the Tenant consent to carry out any action under this Agreement. If you are in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

Initials: _____ (Landlord)

_____ (Tenant)

THIS AGREEMENT IS MADE on the
<<insert day>>Day of <<insert month>> 200<<insert year>>

The Parties to this Agreement and the Premises

THIS AGREEMENT IS MADE BETWEEN

A. <<insert Landlord's name>>
of <<insert Landlord's address>>
("the Landlord")

AND

B. <<insert Tenant's name(s)>>
of <<insert Tenant's address>>
("the Tenant")

AND IS MADE IN RELATION TO PREMISES AT:

<<insert Property address>>

Excluding/Including (exclude/include any part of the Premises not forming part/ or forming a special part of the Tenancy).

("the Premises")

The Main Terms of the Tenancy

1. Term of Tenancy.

The Landlord lets to the Tenant the Premises for a period of **10 months**. The Tenancy shall start on and include the <<insert Start date>> and shall end on and include the <<insert End Date>>.

2. The Rent.

The Tenant shall pay to the Landlord or the Agent rent in advance by 3 equal instalments of

On each of the following dates

- (a) 1st October 2008
- (b) 1st January 2009
- (c) 1st April 2009

And one further instalment of £ payable on 1st September 2008

3. The Deposit.

The Tenant shall pay to the Landlord, or the Agent, on the signing of this Agreement, £<<insert deposit amount>> ("the Deposit") as a Deposit which shall be held by the Agent as Stakeholder. The Agent is a Member of the Tenancy Deposit Scheme. At the end of the Tenancy the Agent, shall return the Deposit to the Tenant subject to the possible deductions set out in this Agreement.

4. Fixtures and Fittings

The Tenancy shall include the Fixtures and Fittings in the Premises including all matters specified in the Inventory and Schedule of Condition.

Initials: _____ (**Landlord**)

_____ (**Tenant**)

5. Type of Tenancy.

This Agreement is intended to create an Assured Shorthold Tenancy as defined by section 19A of the Housing Act 1988 (as amended) and shall take effect subject to the provisions for the recovery of possession set out in section 21 of that Act.

Dealing with the Deposit

The following clauses set out:

- *what the Landlord or Agent will do with the Deposit monies paid by the Tenant under clause 3 above;*
- *what the Tenant can expect of the Landlord, or the Agent, when the Landlord, or the Agent, deals with the Deposit;*
- *the circumstances in which the Tenant may receive less than the sum paid to the Landlord, or the Agent, as a Deposit at the conclusion of the Tenancy; and*
- *the circumstances in which other monies may be requested from the Tenant.*

- 6.1. The Agent shall place the Deposit in a nominated Client account as soon as reasonably practicable. Any interest earned on the Deposit shall be retained by the Landlord, or the Agent, and used to cover administration costs
- 6.2. After the Tenancy the Agent on the Landlord's behalf is entitled, with the written consent of the Landlord and the Tenant, to deduct from the sum held as the Deposit any monies referred to in clause 6.6 of this Agreement. If more than one such deduction is to be made by the Agent, monies will be deducted from the Deposit in the order listed in clause 6.6.
- 6.3. The Landlord or the Agent shall notify the Tenant in writing of any deduction to be made under this Agreement. That notice shall specify the amounts to be deducted and the reasons for any deductions to be made. No deduction will be made from the Deposit without the written consent of both parties.
- 6.4. After the end of the Tenancy the Agent on behalf of the Landlord shall return the Deposit, except in case of dispute subject to any deductions made under the Agreement, within thirty days of the end of the Tenancy or any extension of it. If there is more than one Tenant, the Landlord or the Agent may, with the written consent of the Tenant, return the Deposit by cheque to any one Tenant at his last known address.
- 6.5. If the amount of monies that the Landlord or the Agent is entitled to deduct from the Deposit exceeds the amount held as the Deposit, the Landlord or the Agent may require the Tenant to pay that additional sum to the Landlord or the Agent within 14 days of the Tenant receiving that request in writing.
- 6.6. **The Agent with the consent of the Landlord and the Tenant may deduct monies from the Deposit (as set out in clause 6.2) to compensate the Landlord for losses caused for any or all of the following reasons:**
 - **any damage to the Premises and Fixtures and Fittings caused by the Tenant or arising from any breach of the Terms of this Agreement by the Tenant;**
 - **any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Premises (whether or not the Landlord consented to its presence as set out in clause 16.1);**
 - **any sum repayable by the Landlord or the Agent to the local authority where housing benefit has been paid direct to the Landlord, or the Agent, by the local authority;**
 - **any other breach by the Tenant of the Terms of this Agreement;**
 - **any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;**
 - **any unpaid account or charge for water, electricity or gas or other fuels used by the Tenant in the Premises;**
 - **any unpaid council tax;**
 - **any unpaid telephone charges.**
- 6.7. The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Landlord, or the Agent, holds the Deposit or any part of it.

Initials: _____ (Landlord)

_____ (Tenant)

Protection of the Deposit

- 6.8. The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:
The Dispute Service Ltd
PO Box 541
Amersham
Bucks
HP6 6ZR
- phone 0845 226 7837
email deposits@tds.gb.com
fax 01494 431 123

At the end of the Tenancy

- 6.9. The Agent must tell the tenant within 21 working days of the end of the Tenancy if they propose to make any deductions from the Deposit.
- 6.10. If there is no dispute the Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 21 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- 6.11. The Tenant should try to inform the Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 21 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The Independent Case Examiner (“ICE”) may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- 6.12. If, after 21 working days following notification of a dispute to the Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to clause 6.13 below) be submitted to the ICE for adjudication. All parties agree to cooperate with the adjudication.
- 6.13. The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 6.9 to 6.12 above.

Obligations of the Tenant

The following clauses set out what is expected of the Tenant during the Tenancy in addition to the main Terms found in this Agreement. If any of these Terms are broken, the Landlord, or the Agent, may be entitled to deduct monies from the Deposit, claim damages from the Tenant, or seek the court's permission to have the Tenant evicted from the Premises because of the breach.

General

- 7.1. Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing. To be responsible and liable for all the obligations under this Agreement as joint and several Tenants if applicable, as explained in the Definitions.

Paying Rent

- 8.1. To pay the Rent by as set out in clause 2 of this Agreement whether or not it has been formally demanded. The Rent shall be paid by the Tenant by **Standing order to Bank Sort Code 20-48-08 Account Number 70736139**, in the name of **Tara and Co Property Limited Clients Account**.
- 8.2. To pay interest on any payment of Rent not made as set out in clause 2 of this Agreement. Interest is payable from the date on which the Rent was due until the date on which the Rent is actually paid. The interest rate will be 3% above the Bank of England Base Rate.

Further Charges to be paid by the Tenant

Initials: _____ (Landlord) _____ (Tenant)

- 9.1. To pay the Council Tax (or any similar charge which replaces it) in respect of the Premises either directly to the Council, or by paying that sum to the Landlord, or the Agent, where the Landlord, or the Agent, has paid that sum to the Council (whether legally required to do so or not) within 14 days of receiving a written request for such monies.
- 9.2. To pay all charges falling due for the following services used during the Tenancy and to pay such proportion of any standing charge for those services as reflects the period of time that this Agreement was in force:
- gas
 - water (including sewerage and other environmental services)
 - electricity
 - any other fuel charges
 - telecommunications.
- 9.3. To pay to the Landlord, or Agent, all reasonable costs and expenses, as agreed by the Tenant or awarded by the Court, incurred by the Landlord in:
- recovering or attempting to recover any Rent or other monies in arrears;
 - the enforcement of any reasonable obligation of the Tenant under this Agreement;
 - the service of any Notice relating to any major breach of this Agreement whether or not court proceedings are brought.
- 9.4. To pay any reasonable charges or other costs incurred by the Landlord or Agent if any cheque provided by the Tenant is dishonoured or if any Standing Order is withdrawn.
- 9.5. To pay the television licence regardless of the ownership of the television set.
- 9.6. To pay £50 inclusive of VAT for each extension of the Tenancy.
- 9.7. To pay to the Landlord the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord arising from misuse or negligence by the Tenant, his family, or his visitors.

The Condition of the Premises: Repair, Maintenance and Cleaning

- 10.1. To take reasonable steps to keep the interior of the Premises and the Fixtures and Fittings in the same decorative order and condition throughout the Term as at the start of the Tenancy, as noted in the Inventory and Schedule of Condition. The Tenant is not responsible for the following:
- fair wear and tear;
 - any damage caused by fire unless that damage was caused by something done or not done by the Tenant or any other person permitted by the Tenant to reside, sleep in, or visit the Premises;
 - repairs for which the Landlord has responsibility (these are set out in clause 26.3 of this Agreement);
 - damage covered by the Landlord's insurance policy.
- 10.2. To inform the Landlord, or the Agent, immediately they come to the notice of the Tenant of any repairs or other matters falling within the Landlord's obligations to repair the Premises as set out in clause 26.3 of this Agreement.
- 10.3. To keep the Premises and Fixtures and Fittings in a reasonably clean and tidy condition.
- 10.4. To clean to a good standard, or pay for the professional cleaning of the Premises at the end of the Tenancy, to the same standard to which the Premises and Fixtures and Fittings were cleaned prior to the start of the Tenancy, as stated in the Inventory and Schedule of Condition.
- 10.5. To clean the inside and outside of the easily accessible windows regularly and at the end of the Tenancy provided they were cleaned at the start of the Tenancy as shown in the Inventory and Schedule of Condition.
- 10.6. To clean the chimneys once a year (if applicable) provided they were cleaned at the start of the Tenancy.
- 10.7. To keep all smoke alarms in good working order provided they were working at the start of the Tenancy, by replacing batteries where necessary.
- 10.8. To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of the Tenant, his family, or his visitors.
- 10.9. To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Premises that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the Tenancy.

Initials: _____ (Landlord) _____ (Tenant)

- 12.3. To allow the Landlord or the Agent to erect a reasonable number of “for sale” or “to let” signs at the Premises, during the Tenancy.

Assignment

- 13.1. Not to assign, sublet, part with, or share the possession of all or part of the Premises with any other person without the Landlord’s or the Agent’s prior consent, which will not be unreasonably withheld.
- 13.2. Not to take in lodgers or paying guests or allow any person other than the person(s) named as the Tenant in this Agreement and any permitted family, children or personal staff to occupy or reside in the Premises unless the Landlord or the Agent has given consent, which will not be unreasonably withheld.

Use of the Premises

- 14.1. To use the Premises only as a private residence for the occupation of the Tenant.
- 14.2. Not to register a company at the address of the Premises.
- 14.3. Not to run a business solely from the Premises.
- 14.4. Not to use the Premises for any illegal purpose.
- 14.5. Not to hold or allow any sale by auction at the Premises.
- 14.6. Not to use or consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law other than according to any conditions required for the legal use of such restricted substances.
- 14.7. Not to use the Premises or allow others to use the Premises in a way which causes a nuisance annoyance or damage to any neighbouring, adjoining or adjacent property or the owners or occupiers of them. This includes any nuisance caused by noise.
- 14.8. Not to decorate or make any alterations or additions to or in the Premises without the prior consent of the Landlord or the Agent which will not be unreasonably withheld.
- 14.9. Not to remove the Fixtures and Fittings of the Premises or to store them in any way or place inside or outside the Premises which could reasonably lead to damage to the Fixtures and Fittings; or to the Fixtures and Fittings deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy.
- 14.10. Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on or in the Premises without the prior consent of the Landlord or the Agent which will not be unreasonably withheld.
- 14.11. To pay all the costs of installation, removal and repair of any damage done if consent is granted or due to a breach of clause 14.10 above.
- 14.12. Not to keep any dangerous or inflammable goods, materials or substances in or on the Premises, apart from those required for generally household use.
- 14.13. Not to hang any posters, pictures or other items in the Premises using blu-tac, sellotape, nails adhesive or their equivalents.
- 14.14. To hang posters, pictures or other items in the Premises using a reasonable number of commercial picture hooks.
- 14.15. To leave the Fixtures and Fittings at the end of the Tenancy in the same places in which they were positioned at the commencement of the Tenancy as shown in the Inventory and Schedule of Condition prepared at the start of the Tenancy.

Utilities

- 15.1. To notify the suppliers of gas, water, electricity, other fuel and telephone services to the Premises that this Tenancy has started.
- 15.2. To apply for the accounts for the provision of those services to be put into the name(s) of the Tenant.
- 15.3. Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Premises. This includes the installation of any pre-payment meter.
- 15.4. To inform the Landlord, or the Agent, of any change of telephone number within a reasonable time of the Tenant being given the new number.
- 15.5. To inform the Landlord or the Agent within a reasonable time of a utility being transferred to a new supplier.
- 15.6. To provide the name, address and account number of the new supplier within a reasonable time of transfer.

Initials: _____ (Landlord) _____ (Tenant)

- (b) certain installations for the supply of water, electricity and gas;
- (c) sanitary appliances including basins, sinks, baths and sanitary conveniences;
- (d) space heating and water heating;

but not other fixtures, fittings, and appliances for making use of the supply of water and electricity. This obligation arises only after notice has been given to the Landlord by the Tenant as set out in clause 10.2.

- 26.4. To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated in clause 26.3 above.

Insurance

- 26.5. To insure the buildings and contents of the Premises under a general household policy with a reputable insurer.
- 26.6. To provide a copy of the relevant insurance certificate and policy to the Tenant at the start of the Tenancy or as soon as possible thereafter.

Other Repairs

- 26.7. To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Fittings, unless the lack of repair is due to the negligence or misuse of the Tenant, his family, or visitors..

Safety Regulations

- 26.8. To confirm that all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 26.9. To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the Tenancy.
- 26.10. To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
- 26.11. To ensure that any electrician carrying out electrical work at the Premises is a member of an approved scheme.

Head Lease

- 26.12. To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Premises are held under a Superior Lease.
- 26.13. To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.
- 26.14. To provide a copy of the relevant sections of the Head Lease to the Tenant at the start of the Tenancy.
- 26.15. To pay all charges imposed by any Superior Landlord for granting this Tenancy.

Other Taxes

- 26.16. To pay, cover and compensate the Tenant for all tax assessments and outgoings for the Premises apart from those specified as the obligations of the Tenant in this Agreement.

Inventory and Check Out

- 26.17. To pay for the making of a fully comprehensive Inventory and Schedule of Condition prior to the commencement of the Tenancy.
- 26.18. To pay for the cost of checking the Inventory and Schedule of Condition at the start of the Tenancy.
- 26.19. To pay for the cost of checking the Inventory and Schedule of Condition at the termination of the Tenancy.

Possessions and Refuse

- 26.20. To remove or pay for the removal of all the possessions of the Landlord and any rubbish prior to the start of the Tenancy.

Interrupting or Ending this Agreement

Initials: _____ (Landlord) _____ (Tenant)

- 28.2. If the Premises are not made habitable within one month, either party may terminate this Agreement by giving immediate written notice to the other party.

Data Protection Act 1998

- 29.1. It is agreed that personal information of both the Landlord and the Tenant will be retained by the Agent and may be used for internal marketing purposes during the Tenancy; that present and future addresses and other contact details of the parties may be provided to each other, to utility suppliers, the local authority, authorised contractors, any credit agencies, reference agencies, legal advisers, debt collectors, or any other interested third party.

Notices

- 30.1. The Landlord has notified the Tenant that according to sections 47 and 48 of the Landlord and Tenant Act 1987 the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord is:
- 30.2. The Tenant shall as soon as reasonably practicable deliver or post on to the address set out in clause 30.1, any notice or other communication which is delivered or posted to the Premises.
- 30.3. The provisions for the service of notices are that if the Landlord or the Agent deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Premises by 5pm or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Premises or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.
- 30.4. The provisions for the service of notices are that if the Tenant or his agent deliver by hand by 5pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post at the address specified in clause 30.1 the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Landlord at the address specified in clause 30.1 or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.

Stamp Duty Land Tax

- 31.1. The parties certify that there is no other agreement for a long term lease or tenancy, which attracts Stamp Duty Land Tax payable at a higher rate on a purchase or premium, to which this Agreement gives effect.

Special Clauses

- 32.1. The clauses shown at Schedule A (if any) form part of this Agreement.

Definitions & Interpretation

In this Agreement the following definitions and interpretation apply:

- 33.1. "Landlord(s)" include anyone owning an interest in the Premises, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Premises.
- 33.2. "Tenant" includes anyone entitled to possession of the Premises under this Agreement.
- 33.3. "Joint and several" means that when more than one person comprise the Tenant, they will each be responsible for complying with the Tenant's obligations under this Agreement both

Initials: _____ (Landlord) _____ (Tenant)

three months in arrears if Rent is payable quarterly; (d) at least three months Rent is more than three months in arrears if Rent is payable yearly;

Discretionary Grounds

Ground 10: both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is some Rent outstanding;

Ground 11: there is a history of persistently late Rent payments;

Ground 12: the tenant is in breach of one or more of the obligations under the tenancy agreement;

Ground 13: the condition of the Property or the common parts has deteriorated because of the behaviour of the tenant, or any other person living at the Property;

Ground 14: the tenant or someone living or visiting the Property has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; Or, that a person residing or visiting the Property has been convicted of using the Property, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in or in the locality of, the Property;

Ground 15: the condition of the furniture has deteriorated because it has been ill treated by the tenant or someone living at the Property;

Ground 17: the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by either the tenant or a person acting at the tenant's instigation.

SAMPLE

Initials: _____ (Landlord)

_____ (Tenant)

Signatures to the Agreement

DO NOT SIGN THIS AGREEMENT IF YOU DO NOT WANT TO BE BOUND BY IT

SIGNED

By, or for and on behalf of, the
LANDLORD

SIGNED

TENANTS

**WITNESS'S
NAME AND
ADDRESS**

Initials: _____ (Landlord)

_____ (Tenant)