

ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a residential dwelling

Important Notes for Tenants

- ◆ This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.
- ◆ Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually. Where the tenancy is subject to deposit protection then joint tenants may have to nominate a lead tenant to act on their behalf with the Landlord or Tenancy Deposit Scheme provider or their alternative dispute resolution service provider.
- ◆ If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
3. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
4. Section 11, Landlord and Tenant Act 1985 – these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. This agreement has been drawn up after consideration of the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements.

More Information

For more information on using this tenancy agreement please refer to the 'Letting Information Point' on The Letting Centre website. Website address: www.letlink.co.uk

THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Acts

Date:

Landlord(s):

Landlord's Agent: **George Hazell & Co**
The Annexe
Short Brackland
Bury St Edmunds
Suffolk
IP33 1EL

Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address

Tenant(s):

Property: **The dwelling known as:**

Contents: **The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory**

Term:

Rent: **£ 00 Monthly**

Payment: **in advance by equal payments Monthly on the th of each month**

Deposit: **A deposit of £.00 is payable on signing this Agreement. It is protected by the following scheme: The Dispute Service www.tds.gb.com**

1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above
2. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to pay and compensate the Landlord for the reasonable costs of any breach of those obligations. It is specifically agreed that this money is not to be used by the Tenant as payment for any rent due under this agreement. No interest shall be payable on this Deposit. The balance of the Deposit to be paid to the Tenant as soon as reasonably possible after conclusion of the tenancy, less any reasonable costs incurred for the breach of any obligation as agreed by the appropriate deposit scheme, details of which are contained in the scheme's deposit information leaflet and website.

The Tenant agrees with the Landlord:

3. Rent & charges

- (3.1) To pay the Rent on the days and in the manner specified to the Landlord's Agent
- (3.2) To enter into direct contracts with the relevant authorities and pay promptly to the authorities to whom they are due, council tax, water and sewerage charges, gas, electric and telephone (if any) relating to the Property, where they are incurred during the period of the agreement, including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected. The Tenant agrees to notify the Landlord prior to changing supplier for any of the utility services stated above and agrees to not install pre-payment electrical or gas meters at the Property
- (3.3) That in the case of a breach of the terms of the tenancy by the Tenant, a reasonable administration charge may be made in addition to the costs of any remedial work, in order to compensate the Landlord or Agent his reasonable expenses

4. Use of the Property

- (4.1) Not to assign, or sublet, part with possession of the Property, or let any other person live at the Property or any part thereof
- (4.2) To use the Property as a single private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so
- (4.3) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property
- (4.4) Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage, or annoyance to a person residing, visiting or otherwise engaged in lawful activity or the occupiers of the neighbouring premises
- (4.5) Not to keep any cats or dogs at the property and not to keep any other animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbours) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord
- (4.6) Not to use the Property for any illegal or immoral purposes
- (4.7) Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the restrictions in the Headlease applicable to the Property
- (4.8) Not to carry on or permit to be carried on upon the demised premises anything which may make void or voidable any policy of insurance on the premises

5. Repairs

- (5.1) Not to damage the Property and Contents or make any structural or other alterations or additions to the property without the written permission of the Landlord
- (5.2) To keep the interior of the Property and the Contents in good and clean condition and repair including carpets, curtains and upholstery and to make good all damage to the interior and effects arising, with fair wear and tear excepted, and to keep the Property reasonably aired and warmed
- (5.3) Not without prior written consent of the Landlord or his Agents to repaint repaper or otherwise decorate any part of the premises or any woodwork which at the commencement of the tenancy was unpainted or of natural wood finish
- (5.4) To pay the reasonable costs reasonably incurred by the Landlord or his Agent in replacing or repairing any furniture or other contents, lost, damaged or destroyed by the Tenant or, at the option of the Landlord, replace immediately any furniture or other contents, lost, damaged or destroyed by the Tenant, and not to remove or permit to be removed any furniture or other contents from the Property
- (5.5) That the Landlord or any person authorised by the Landlord or his Agent may at reasonable times of the day on giving 24 hours' written notice, (unless in the case of an emergency) enter the Property for the purpose of inspecting its condition and state of repair. The Tenant shall permit the Property to be viewed on reasonable notice (of at least 24 hours) at all reasonable times during the final weeks of the tenancy
- (5.6) To keep the gardens (if any) driveways, pathways, lawns, hedges and rockeries in a good tidy and husbandlike manner and properly fended and not remove any trees or plants
- (5.7) To replace all broken glass in doors and windows damaged during the tenancy
- (5.8) Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord and the cost of providing a set of keys for the Landlord or his agent to be met by the Tenant
- (5.9) To notify the Landlord promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property
- (5.10) Not to affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause damage
- (5.11) To take all reasonable precautions to prevent damage by frost

- (5.12) In order to comply with the Gas Safety Regulations, it is necessary:
- a) that the ventilators provided for this purpose in the Property should not be blocked
 - b) that brown or sooty build up on any gas appliance should be reported immediately to the Landlord or Agent
- (5.13) Not to cause any blockage to the drains, pipes, sinks or baths (and in particular flush disposable napkins or similar down the water closet) and the chimeys swept as necessary
- (5.14) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent
- (5.15) That the Tenant shall be responsible for testing all smoke or carbon monoxide detectors (if any) fitted in the Property on a regular basis and replace the batteries as necessary
- (5.16) To keep all electric lights in good working order and in particular to replace all fuses, bulbs, fluorescent tubes as and when necessary
- (5.17) Not to play or permit to be played stereo radio or television sets which are audible outside the premises
- (5.18) At all times to keep the oil tank (if the premises has oil fired central heating) replenished with the appropriate heating oil and prevent it from running out and at the termination of the tenancy to leave the same amount of oil in the tank as at the commencement of the tenancy which amount is set out in the Schedule of Condition and Inventory of the property
- (5.19) Not to leave the premises unattended for more than seven days without notifying the Landlord or the Agent and to take every measure to ensure that the internal pipes are protected against damage by frost and at all times to keep and leave the premises properly secured
- (5.20) Not to make any holes in the interior walls without the written consent of the Landlord

6. Other tenant responsibilities

- (6.1) Within seven days of receipt thereof, to send to the Landlord all correspondence addressed to the Landlord or the owner of the Property and any notice, order or proposal relating to the Property (or any building of which the Property forms part) given, made or issued under or by virtue of any statute, regulation, order, direction or by-law by any competent authority
- (6.2) To pay the Landlord fully for any reasonable costs or damage suffered by the Landlord as a consequence of any breach of the agreements on the part of the Tenant in this Agreement
- (6.3) Within the last two months of the tenancy to permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at reasonable hours in daytime to enter and view the Property with prospective tenants or purchasers, having first given the Tenant a reasonable period of notice
- (6.4) That where the Property is left unoccupied, without prior notice in writing to the Landlord or Agent, for a prolonged period, the Tenant has failed to pay rent for that period, has shown no intention to return, the Tenant is deemed to have surrendered the Tenancy. This means that the Landlord may take over the Property and re-let it
- (6.5) To properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended and where the Property is left vacant for more than 28 consecutive days and the rent is paid, to notify the Landlord or his agent, and to allow him access to the property in order to secure it where necessary
- (6.6) To pay any bank charges incurred by the Landlord resulting from dishonoured cheques or standing order mandates drawn by the Tenant for all Rent and other payments due to the Landlord
- (6.7) To pay interest at the rate of 15% per annum (or other specified bank rate) on any rent in arrears for more than fourteen days calculated from the rent due date until the date upon which it is actually paid in full
- (6.8) To pay an administration fee of £25 (if demanded) for each time the Rent is overdue by more than fourteen days

7. End of tenancy

- (7.1) To return the Property and Contents at the end of the tenancy in the same clean state or condition as they were at the commencement of the tenancy
- (7.2) To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy
- (7.3) To return the keys of the Property to the Agent on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Agent in securing the Property against re-entry where keys are not returned

8. The Landlord agrees with the Tenant that:

- (8.1) The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent, however this does not preclude the Landlord from taking action through the courts should the Tenant fail to pay the rent due or be in breach of the Tenancy Agreement
 - (8.2) The Landlord will return to the Tenant any rent payable for any period during which the Property may have been rendered uninhabitable by fire or any other risk which the Landlord has insured
9. Subject to the condition that a Landlord must obtain a court order for possession of the Property before re-entering the premises; if the Tenant does not:
- (a) pay the rent (or any part of it) within 14 days of the date on which it is due; or
 - (b) comply with the obligations set out in the agreement,
- then the landlord may re-enter the Property and end the Tenancy.

10. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 (see note 4)

11. In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"The Landlord" includes the persons who during the period of the tenancy have a legal interest in the property

"The Tenant" includes those who might inherit the tenancy. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually. Joint and several liability means that any one of the members of a party can be held responsible for the full rent and other obligations under the agreement if the other members do not fulfil their obligations

12. Provided always and it is hereby agreed as follows:-

- (12.1) 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 or her main home; or intends to occupy the Property as his or her only or main home
- (12.2) The tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988
- (12.3) Ownership of any personal effects left at the Property at the end of the tenancy and not claimed within two weeks thereafter shall immediately pass to the Landlord who shall be entitled (though not bound) to sell same for his own benefit
- (12.4) If the Tenant or Landlord wish to terminate this tenancy at the end of the fixed term or any time thereafter then in the normal course of events proper notice to terminate the tenancy should be given either by the Tenant giving to the Landlord not less than one calendar months notice or by the Landlord giving to the Tenant not less than two calendar months notice such notice in either event to be in writing expiring at the end of the fixed term or on a rent payment day thereafter

(12.5) The Landlord hereby notifies the Tenant pursuant to The Landlord and Tenant Act 1987 Section 48 that notices (including notices in proceedings) may be served by the Tenant on George Hazell & Co as Agents for the Landlord at The Annexe, Short Brackland, Bury St Edmunds, Suffolk IP33 1EL

13. The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto

THE FIRST SCHEDULE (attach a separate sheet if necessary)

Special conditions:

See separate sheet.

This tenancy agreement is prepared in conjunction with a Schedule of Condition and Inventory of the Property.

SIGNED by the LANDLORD(s) :-
(or the Landlord's Agent)

In the presence of :-

Name: _____

Address: _____

Occupation: _____

Witness Signature _____

SIGNED by the TENANT(s) :-

In the presence of :-

Name: _____

Address: _____

Occupation: _____

Witness Signature _____

FIRST SCHEDULE (Special Conditions under TDS Deposit Protection Scheme)

The tenancy deposit

The Deposit of £00 is paid by the Tenant to the Landlord/Agent

The Deposit is held by:

The Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme.

Any interest earned will belong to the Agent.

The Deposit has been taken for the following purposes:

Any damage, or compensation for damage, to the Property 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 reasonable costs incurred in compensating the 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 Property, its fixtures and fittings.

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.

Any rent or other money due or payable 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.

Protection of the deposit

The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd, PO Box 541, Amersham, Bucks, HP6 6ZR. Telephone: 0845 226 7837

email: deposits@tds.gb.com fax: 01494 431 123

At the end of the tenancy

- (i) The Agent must tell the Tenant within 10* working days of the end of the tenancy if they propose to make any deductions from the Deposit
- (ii) 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 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- (iii) 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 20 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.
- (iv) If, after 10 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 v below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- (v) The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by the clauses above.

** These time scales can be changed by agreement with the Tenant in individual cases or by the contract used as standard by the Agent.*