

# ASSURED SHORTHOLD TENANCY AGREEMENT

**Date:**.....

**Parties:**

**The Landlord:** Mr & Mrs Shiplee (tel: 01473 311133)  
(mob: 07592 034398)

**The Manager:** Margaret Shiplee (tel: 01473 311133)  
(mob: 07592 034398)  
margaret@cpmlets.co.uk

**The Tenant(s):** .....  
.....  
.....  
.....  
.....

**(1) DEFINITIONS**

- 1.1 'the Agreement': this tenancy agreement, including any variation or amendment of it
- 1.2 'the Contents': the Landlord's fixtures, fittings, furniture and contents listed in the inventory
- 1.3 'the Deposit': £..... is paid on the signing of this agreement and is held under the terms of the Tenancy Deposit Scheme attached to this agreement or made available to the Tenant by the Landlord/Agent within 14 days of taking the deposit.
- 1.4 'the House': .....
- 1.5 'the Interest Rate': one per cent above the bank of England base lending rate
- 1.6 'the Landlord's Bank Account': account number ..... in the name of ..... at ..... Bank plc, .....
- 1.7 'the Term' ..... months commencing from .....
- 1.8 'the Rent': £..... per calendar month to be paid for the term of 12 months in advance by equal monthly payments by Direct Debit, the first payment to reach the landlord's account by.....

## **(2) THE TENANCY**

The Landlord lets the House and the Contents to the Tenant for the Term.

## **(3) THE TENANT'S OBLIGATIONS**

The Tenant agrees with the Landlord to comply with the obligations in Schedule I.

## **(4) THE LANDLORD'S OBLIGATION**

As long as the Tenant complies with the Tenant's obligations, the Landlord agrees not to interfere with the Tenant's use and enjoyment of the House.

## **(5) AGREEMENTS AND DECLARATIONS**

5.1 Any money payable to the Landlord by the Tenant is recoverable as rent.

5.2 Schedule II applies to the Deposit

5.3 Subject to clause 5.4, if:

5.3.1 the Tenant complies with the Tenant's obligations, and

5.3.2 the House is uninhabitable due to fire or any other risk against which the Landlord may have insured

the Tenant may

(a) stop paying the Rent until the House is reinstated [and

(b) if the House is not reinstated within two months serve at least four weeks' notice on the Landlord, expiring on any day, terminating the tenancy from that day.]

5.4 Clause 5.3 does not apply if the insurance money is irrecoverable because of any act or omission by the Tenant or anyone living in or visiting the House.

5.5 The Landlord may keep keys to the House

5.6 Sections 11–14 of the Landlord and Tenant Act 1985 (as amended) apply to the Agreement. These require the Landlord to keep in repair the structure and exterior of the House and certain installations inside the House for the supply of water, gas, electricity and for sanitation.

5.7 Section 196 of the Law of Property Act 1925 (as amended) applies to notices served under the Agreement. This allows notices to be left at, or sent by registered or recorded delivery post, to the recipient's last known address. In the case of notices to be served on the Tenant, they can be left at or sent by registered or recorded delivery post to the House.

## **(6) NOTICES**

The Landlord notifies the Tenant that the Agreement is intended to create an assured shorthold tenancy within the meaning of Section 19A of the Housing Act 1988.

## **(7) LANDLORDS' RIGHT OF RE-ENTRY**

7.1 Subject to clause 7.2

7.1.1 If the Tenant does not:

7.1.1.1 pay the Rent (or any part) within 14 days of the due date; or

- 7.1.1.2 comply with the Tenant's obligations; or
- 7.1.2 if any of the circumstances mentioned in Grounds 2 and 8 of Part I of Schedule 2 or Grounds 10–15 of Part II of Schedule 2 of the Housing Act 1988 arise the Landlord may re-enter the House and end the tenancy.
- 7.2 The Landlord retains all his other rights in respect of the Tenant's obligations under the Agreement.

**THE PARTIES HAVE TODAY SIGNED THIS TENANCY AGREEMENT AS A DEED.**

## **Schedule I**

### **TENANT'S OBLIGATIONS**

- 1 As joint and several tenants to be responsible and liable for all obligations under this agreement.
- 1.1 To pay the Landlord the Rent by banker's standing order to the landlord's Bank Account according to the terms of the Agreement.

**INSURANCE** *(For the avoidance of doubt, the tenant's belongings, furnishings or equipment within the premises are his/hers and are not covered by any insurance policy maintained by the landlord)*

- 2 To pay to the landlord on demand:
  - 2.1 interest at the Interest Rate on the Rent (and other money payable under this clause) if the Rent and other money is not paid on time; and
  - 2.2 any increase in the Landlord's insurance premium due to a breach of clause 11.4 below; and
  - 2.3 sufficient money to make up the Deposit to its original amount; and
  - 2.4 the costs incurred by the Landlord in:
    - 2.4.1 replacing locks and keys if the Tenant loses keys or breaches clause 7.3 below; and
    - 2.4.2 rectifying any breaches of the Tenant's obligations.
  - 2.5 The Landlord's legal and other costs and expenses (including VAT) incurred in:
    - 2.5.1 recovering Rent or other money from the Tenant; and
    - 2.5.2 enforcing the Agreement; and
    - 2.5.3 serving any notice on the Tenant; and
    - 2.5.4 recovering possession from the Tenant.
- 3 To pay:
  - 3.1 the council tax for the House; and
  - 3.2 the water, sewerage, and environmental charges for the House; and
  - 3.3 all charges for electricity and gas used at the House and for any telephone installed at the House; and
  - 3.4 the television licence fee for the House.
- 4 To use the House as a home for ..... adults maximum.

- 5 To keep the House and Contents clean and tidy and in particular to:
  - 5.1 protect the House and Contents from frost; and
  - 5.2 ensure all rooms at the House are properly ventilated at all times; and
  - 5.3 to take all reasonable precautions to prevent condensation by keeping the property adequately ventilated and heated and to wipe down any surfaces affected by condensation to prevent mould growth and to clean the windows inside at least once every 3 months, and
  - 5.4 vacuum clean all carpets at least once a week, and
  - 5.5 to take care not to put, or allow to be put any damaging oil, fat or grease or corrosive substance into the washing or sanitary appliances or drains within the premises, and
    - 5.5.1 to unblock drains, pipes, sinks, basins and baths; and
  - 5.6 during the tenancy, to take such reasonable precautions expected of a tenant to keep the premises free of vermin or rodents. Where such an infestation occurs as a result of action or inaction on behalf of the tenants, to be responsible for the appropriate costs and cleaning any affected parts as appropriate and for rectifying and/or removing the causes of such an infestation; and
  - 5.7 to keep the garden and outside areas of the property in good order and to cut the grass regularly and keep paths and borders of the property weeded, and
  - 5.8 put rubbish out in black sacks and bottles/cans in green container on appropriate day.
  - 5.9 to replace light bulbs, fluorescent tubes and batteries that fail during the course of the tenancy at the tenant's expense, and
  - 5.10 to test at regular intervals any smoke alarms fitted in the premises and replace any battery in an alarm where necessary. If the alarm is not working after fitting a new battery, to promptly inform the landlord or agent.
- 6 To comply with notices from the Landlord to remedy breaches of clause 5 within a reasonable time.
- 7 Not to or allow anyone else to:
  - 7.1 change utility companies without prior permission; or
  - 7.2 smoke, burn candles or joss sticks, use aromatic oil heaters, incense sticks or any other device which has a naked flame; or
  - 7.3 deface the Property or permit it to be defaced internally or externally; nor to affix any picture or other object to the walls, nor hang any picture or poster with 'Blu-tac' or similar adhesives and further that the Tenant shall at the end of the Tenancy or sooner will be liable to pay to rectify any damage caused by such actions; or
  - 7.4 damage the House or contents; or
  - 7.5 remove the contents from the House; or
  - 7.6 change the locks at the House; or
  - 7.7 alter, add or attach anything to the House; or
  - 7.8 tamper with water, telephone, electrical or gas systems and installations serving the House; or
  - 7.9 overload, block up or damage any drains, pipes, wires or cables serving the House; or
  - 7.10 assault or abuse the Landlord, the Landlord's agents or any members of the Landlord's family.
  - 7.11 carry out any redecoration of the property without prior permission from the landlord or the landlord's agent.

- 8 To notify the Landlord or Agent immediately in writing, by telephone or text of:
- 8.1 any vermin, defects or disrepair in the House or the Contents; and
- 8.2 any notices about the House delivered to the House (or re-address and post).
- 9 To permit the Landlord and his agents to enter the House at all reasonable times and on reasonable notice having been given to:
- 9.1 inspect the House and Contents; or
- 9.2 repair or decorate the House; or
- 9.3 repair or replace the Contents; or
- 9.4 replace locks; or
- 9.5 comply with any legal obligations
- 10 Show prospective buyers or tenants the House.
- 11 Not to do or allow at the House anything which:
- 11.1 might annoy others, or
- 11.2 is dangerous; or
- 11.3 is illegal or immoral; or
- 11.4 might prejudice the Landlord's insurance cover or increase the premiums
- 11.5 nothing to be left in corridors and hallways
- 11.6 no cooking equipment and kettles/rice cookers except in the kitchen
- 11.7 no heaters or electric blankets.
- 12 Not to or allow others to:
- 12.1 keep any birds or animals at the House; or
- 12.2 play or use any musical or electrical instrument or any other means of reproducing sound so that it can be heard outside the House.
- 13 Not to leave the House vacant for more than 48 hours in cold weather without leaving heat on at low setting.
- 14 To ensure that at all times the windows and doors are properly secured.
- 15 Not to:
- 15.1 assign; or
- 15.2 sublet; or
- 15.3 part with; or
- 15.4 share possession of the House or any part of it without the Landlord's prior consent in writing, such consent not to be unreasonably withheld.
- 16 At the determination of the tenancy to return to the Landlord:
- 16.1 the House and the Contents in a clean and tidy condition in accordance with the Tenant's obligations including paying for the cleaning of any carpets, curtains or upholstery, etc., which have become soiled, stained or marked during the tenancy; and
- 16.2 all keys to the House.
- 17 In the event of a dispute (the tenant will) submit to the mediation procedure set up by the university and abide by its decision.

## Schedule II

### THE DEPOSIT

1. If a deposit is taken it will be held under the terms of a Tenancy Deposit Scheme.
- 1.2 The deposit that the Tenant has paid shall be returned without interest within the terms of the Tenancy Deposit Scheme (see page 1 of the Agreement) at the end of the Tenancy, howsoever determined, upon vacant possession of the Property and return of the keys less such sum as the Landlord shall properly deduct in respect of:
  - 1.2.1 All reasonable costs and expenses incurred by the Landlord or his Agent (including but not limited to the costs and fees of the Landlord's solicitors and other professional advisors) in respect of:
    - 1.2.21 The recovery from the tenant of any rent or any other money which is in arrears.
    - 1.2.22 The enforcement of any of the provisions of this Agreement.
    - 1.2.23 The service of any notice relating to the breach by the tenant of any of the tenant's obligations under this Agreement whether or not the same shall result in court proceedings.
    - 1.2.24 The cost of any Bank or other charges incurred by the landlord or his Agent if any cheque written by the tenant is dishonoured or if any standing order payment is withdrawn by the tenant's bankers.
    - 1.2.25 The cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (reasonable wear and tear excepted).
    - 1.2.26 The policy excess of £..... insured as a result of a claim on the Landlord's insurance attributable to the tenant's action, (see Tenant Insurance Obligations, attached or the Landlord's insurance policy, which is available on request).
  - 1.2.3 Any other monies owed by the Tenant to the Landlord.
  - 1.2.4 Compensation for the breach of any terms of this agreement.
- 1.3 If the deposit shall be insufficient the Tenant shall pay to the Landlord such additional sums as shall be required to cover all costs charges expenses properly due.

**SIGNED AS A DEED**

BY THE LANDLORD or AGENT/MANAGER: .....  
*(Signature by or on behalf of landlord)*

IN THE PRESENCE OF: .....  
*(Signature of witness)*  
*(Name & address of witness)*

(Counterpart)

**SIGNED AS A DEED**

BY THE TENANT(S) .....  
*(Signature of tenant(s))*

IN THE PRESENCE OF: .....  
*(Signature of witness)*  
*(Name & address of witness)*

This is to confirm that the £..... deposit paid by ..... on the rental of ..... is held in the custodial deposit scheme by my|deposits, Ground Floor, Kingmaker House, Station Road, New Barnet, Hertfordshire, EN5 1NZ. Telephone number 0844 980 0290. Terms and conditions of the scheme including the repayment process can be found on the website at [www.mydeposits.co.uk](http://www.mydeposits.co.uk).

Signed by the tenants.....

Signed by the Agent.....

Dated.....