

ASSURED SHORTHOLD TENANCY AGREEMENT

Dated this

The Property

(hereinafter called "the Property")

The Landlord

(hereinafter called "the Landlord")

The Tenant

(hereinafter called "the Tenant")

The Tenant is referred to as "he" or "his" as appropriate in this agreement, even if the Tenant is female or consists of more than one person. Where the Tenant consists of more than one person, they will all have joint and several liability under this agreement (this means that they will each be liable for **all** sums due under this agreement, not just liable for a proportionate part).

The Term

beginning on _____ ("the fixed term").

If the Tenant does not leave at the end of the fixed term, the tenancy will then continue, still subject to the terms and conditions set out in this agreement, from month to month from the end of the fixed term until either the Tenant gives notice that he wishes to end the Agreement as set out in clauses 5 and 6 below, or the Landlord serves on the Tenant a notice under Section 21 of the Housing Act 1988, or a new form of Agreement is entered into, or this Agreement is ended by consent or a court order.

The Rent

£ _____ per calendar month, the first payment to be made on the signing of this agreement, all subsequent payments to be made monthly thereafter in advance on the _____ day of the month, by way of standing order into the Landlord's bank, details of which have been provided to the Tenant.

The Deposit

£ _____
The deposit will be held as security by the Landlord in respect of any unpaid rent, damage to the Property, any unpaid gas, electricity, water or telephone charges, or any sum repayable by the Landlord to the Local Authority in respect of Housing Benefit, and any other payment due from the Tenant and/or due in respect of any breach by the Tenant of his obligations under this agreement. See also clause 4 below.

The Inventory

The list of the Landlord's possessions at the Property which has been signed by the Landlord and the Tenant, a copy of which is annexed to this agreement

THIS ASSURED SHORTHOLD TENANCY AGREEMENT comprises the terms and particulars detailed above and the terms and conditions set out below.

Terms and Conditions

1. This Agreement is intended to create an Assured Shorthold Tenancy as defined in the Housing Act 1988 (as amended) and the provisions for the recovery of possession by the Landlord in that Act shall apply.
2. **The Tenant will:**
 - 2.1. Pay the rent at the times and in the manner set out above
 - 2.2. Pay interest at the rate of 3% per annum above the National Westminster Bank PLC's base rate on any rent or other money due from the Tenant which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until payment
 - 2.3. Pay promptly to the authorities to whom they are due all council tax, and all outgoings (including water charges, gas, electricity, telephone and other similar charges) including any similar outgoings or charges imposed after the date of this Agreement which relate to the Tenants use and occupation of the Property, and pay the costs of any re-connection fee for services if they are disconnected due to the Tenant's failure to comply with this clause. Where necessary the sums demanded by the service provider will be apportioned according to the duration of the tenancy. The sums covered by this clause include standing charges or other similar charges and VAT as well as charges for actual consumption.
 - 2.4. Not change the supplier provider of any of the services to the property without the written consent of the Landlord (which will not be withheld unreasonably)
 - 2.5. Not make any alteration or addition to or do any redecoration or painting of the Property without the Landlord's prior written consent (consent not to be withheld unreasonably)
 - 2.6. Keep the contents of the Property (whether itemised on the inventory or not) and the interior of the Property in a good and clean state and condition and not damage or injure the Property or its contents (fair wear and tear excepted)
 - 2.7. Advise the Landlord promptly of any damage to the contents or replace them with items of similar value and appearance and advise the Landlord as soon as possible of any repairs for which he is responsible or of any notice or order made affecting the Property
 - 2.8. Keep the drains, pipes and gutters clear, and take all reasonable steps to prevent any part of the water draining and heating systems becoming frozen during the winter months. The Tenant to pay (so far as is reasonable) for all losses suffered by the Landlord and any neighbours as a result of the Tenants' failure to comply with this covenant
 - 2.9. Keep the chimney swept (if appropriate), not use any form of heating other than the heating system provided without the Landlord's prior written consent (not to be unreasonably withheld), and in particular not use any oil or calor gas fires.
 - 2.10. Keep the garden weeded and tidy and the grass cut
 - 2.11. Not leave the Property vacant for more than 30 consecutive days without notifying the Landlord, either in advance or, in the case of emergency, as soon as possible, and secure the Property properly when leaving it unattended
 - 2.12. Not do anything on or at the Property which (a) may be or become a nuisance or annoyance to any other occupiers of the Property or owners or occupiers of adjoining or nearby premises and/or (b) is illegal or immoral and/or (c) may in any way affect the validity of the insurance of the Property and its contents or cause an increase in the premium payable by the Landlord. The Tenant to pay (so far as is reasonable) for all losses suffered by the Landlord as a result of the Tenants' failure to comply with this covenant.
 - 2.13. Not allow or keep any pet or any kind of animal at the Property without the Landlords prior consent (which will not be withheld unreasonably)
 - 2.14. [Not smoke inside the Property or permit others to smoke]
 - 2.15. Use the Property as a private residence only. This means the Tenant must not carry out any profession, trade or business at the Property and must not allow anyone else to do so
 - 2.16. Not assign, sublet, charge or part with or share possession or occupation of the Property (but see clauses 5 and 6 below)
 - 2.17. Pay the Landlord's reasonable costs and expenses reasonably incurred as a result of any breaches by the Tenant of his obligations under this Agreement
 - 2.18. Allow the Landlord or anyone with the Landlord's written permission to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, or during the last month of the term, show the Property to prospective new tenants, provided the Landlord has given 48 hours written notice beforehand (except in emergency)
 - 2.19. During the last month of the fixed term (and not later than seven days before the end of the fixed term), tell the Landlord whether he intends to stay in the Property or whether he intends to leave at the end of the fixed term
 - 2.20. Yield up the Property and its contents at the end of the Term in the same clean state and condition it/they was/were in at the beginning of the Term, with the landlords furniture and effects and all items on the inventory (if any) in the same rooms that they were at the start of tenancy. However the Tenant will not be responsible for fair wear and tear caused during normal use of the Property and its contents or for any damage covered by and

recoverable under the insurance policy effected by the Landlord

- 2.21. Provide the Landlord with a forwarding address when the tenancy comes to an end and remove all rubbish and all personal items (including the Tenants own furniture and equipment) from the Property before leaving

3. The Landlord will:

- 3.1. Allow the Tenant peaceably to hold and enjoy the Property during the term without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord, subject to the Landlord's right to take any lawful steps to enforce his rights against the Tenant if the Tenant breaks any of the terms of this Agreement
- 3.2. Insure the Property and the items listed on the Inventory (if any) and use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible. The Landlord to provide a copy of the insurance policy to the Tenant.
- 3.3. Keep in repair the structure and exterior of the Property (including drains gutters and external pipes) and keep in repair and proper working order the installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences) and for space heating and heating water, save that the Landlord will not be required to carry out works for which the Tenant is responsible by virtue of his duty to use the Property in a tenant-like manner or reinstate the Property in the case of damage or destruction if the insurers refuse to pay out the insurance money due to anything the Tenant has done or failed to do or to rebuild or reinstate the Property in the case of destruction or damage of the Property by a risk not covered by the policy of insurance effected by the Landlord

4. The Deposit

- 4.1. will be held by the Landlord and will be refunded to the Tenant at the end of the Term (however it ends) but less any reasonable deductions properly made by the Landlord to cover any reasonable costs reasonably incurred by or losses caused to him by any breaches of the Tenant's obligations under this Agreement. No interest will be payable by the Landlord to the Tenant in respect of the deposit money.
- 4.2. shall be repaid to the Tenant, at the forwarding address provided to the Landlord, as soon as reasonably practicable after the tenant has vacated the property. However the Landlord shall not be bound to return the deposit until he is satisfied that no money is repayable to the Local Authority if the Tenant has been in receipt of Housing Benefit and until after he has had a reasonable opportunity to assess the reasonable cost of any repairs required as a result of any breaches of his obligations by the Tenant or other sums properly

due to the Landlord under clause 4.1 above, save that except in exceptional circumstances the Landlord shall not retain the deposit for more than one month.

- 4.3. if at any time during the Term the Landlord needs to use any part of the deposit to cover any reasonable costs reasonably incurred as a result of any breaches of his obligations by the Tenant or other sums properly due to the Landlord, the Tenant shall upon demand pay by way of additional rent to the Landlord any additional payments needed to restore the full amount of the deposit

Ending this Agreement

5. 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 reasonably incurred by the Landlord in granting the necessary approval and in granting any new tenancy to the alternative tenant, the tenancy shall end.
 6. If the Tenant stays on after the end of the fixed term, his tenancy will continue but will run from month to month (a "periodic tenancy"). This periodic tenancy can be ended by the Tenant giving at least one months written notice to the Landlord, the notice to expire at the end of a rental period.
 7. If the Tenant does not pay the rent (or any part) within twenty-one 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.
- ### Other terms
8. For stamp duty purposes, the Landlord and the Tenant confirm that there is no previous agreement to which this Agreement gives effect.
 9. The Landlord hereby notifies the Tenant under Section 48 of the Landlord & Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the Landlord at the address stated with the name of the Landlord above

10. The condition of the Property and its contents, whether scheduled or not on the inventory, shall be deemed to be correct and in good serviceable order unless the Landlord is notified to the contrary within three days of occupation or as soon as practicable. Oral notification must be confirmed in writing by the Tenant within seven days.
11. The Tenant shall not be entitled to withhold payment of any rent or any other money due to the Landlord on the ground that the Landlord has the deposit in his possession
12. Any notices or other documents shall be deemed properly served on the Tenant during the tenancy by being left at the Premises or by being sent to the Tenant at the Property by first class post or recorded delivery.
13. Any person other than the Tenant who pays all or part of the rent to the Landlord shall be deemed to have paid this as agent for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.
14. Any personal items left behind at the end of the tenancy after the Tenant has vacated (which the Tenant has not removed in accordance with clause 2.21 of this Agreement) shall be considered abandoned if they have not been removed within fourteen days of written notice to the Tenant from the Landlord (the notice to be sent by recorded delivery). After this period the Landlord may remove or dispose of the items as he thinks fit. The Tenant shall be liable for the reasonable disposal costs which may be deducted from the proceeds of sale (if any), and the Tenant shall remain liable for any balance. Any net proceeds of sale will be dealt with in the same way as the Deposit as set out in clause 4.2 above.
15. The Landlord shall be entitled to have and retain keys for all the doors to the Property but shall not be entitled to use these to enter the Property without the consent of the Tenant (save in an emergency)
16. If the Property is damaged or destroyed by any of the risks insured against by the Landlord, the Tenant shall only be liable for a proportionate part of the rent, to be calculated on the basis of the Tenant's use and enjoyment of the Property for the period of time involved, unless the insurance was prejudiced by some act or omission of the Tenant.
17. The 'Landlord' means the persons from time to time entitled to receive the Rent, the 'Tenant' includes any persons deriving title under the Tenant, the 'Property' includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property, the 'Term' means the period stated in the particulars overleaf or any shorter or longer period as appropriate, and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation

Signed as a deed

(The Landlord)

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In the presence of

(Name and address of witness)

.....

(The Tenant)

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In the presence of

(Name and address of witness)

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Notes for Landlords

1. Filling in the form - for information on how to complete pdf forms see the 'Techie Help' section of Landlord-Law.
2. Date - the agreement should be dated the date the terms starts.
3. The property - this should include any additional relevant information such as if a garage or parking space is included (or not included).
4. The landlord - this should be the name of the person or persons who own the property, not the name of the letting agent. If the property is owned by more than one person, the names of all the owners should be stated.
5. The landlords address - there is a separate field for this as it is important that an address is given for the landlord that is in England or Wales. Landlords living in Scotland or abroad can put their foreign address but must also put a contact address in England or Wales. If they do not, then the tenant is entitled to withhold the rent.
6. The tenant. There is quite a large field here as many tenancies have in the region of four tenants (or more). Often the tenants previous address is put here also, but this is not essential.
7. The term. The first field is for the period, eg six months, and the next field for the starting date.
8. The Housing Act 1988 provides for tenancy agreements to continue after the end of the fixed term (assuming the tenant does not leave) on a month to month basis (or week to week basis if rent is paid weekly). It is then called a 'periodic tenancy' as opposed to a 'fixed term' tenancy. This has been set out in this part of the agreement so both parties are clear about how the tenancy can be ended.
9. The rent. There are two fields here, one of the rent figure and one of the day in the week that it is payable. This is usually the anniversary of the agreement, i.e. if the agreement starts on 15th June then rent will be payable on 15th of the month. This agreement provides for rent to be paid monthly only.
10. The deposit. Landlords are advised always to take a deposit. This is normally equal to one month's rent. It should not be for more than two months rent as it will then be deemed to be a premium, which is inadvisable. Landlords should always keep the deposit separate and should not credit it against rent while the tenant is in occupation of the property.
11. The Inventory (sometimes known as a schedule of condition). This should be prepared and cover all items at the property which belong to the landlord. Ideally it should contain details about the condition of all items and the property (in case there is an argument about this later in connection with the damage deposit). It should be signed by the landlord and tenant and a copy annexed to the agreement. Landlords may wish to consider using a professional inventory clerk for this work. Even if a property is let unfurnished it is a good idea to provide an inventory as the landlord will often supply such things as carpets and light shades, and the inventory can also give details about the condition of the doors, windows and walls.
12. Insurance. The agreement provides for the landlord to insure the property and the contents that belong to him i.e. the items on the inventory. The tenant should be told that he is responsible for insuring his own possessions. Landlords are advised to ensure that the insurance policy that they take out is suitable for rented property and the type of tenant (e.g. some policies may exclude students, housing benefit tenants, and asylum seekers). Clause 3.2 provides for a copy of the insurance policy to be provided to the tenant. This is to ensure that the landlord can enforce clauses against the tenant which make him liable if his actions invalidate the policy.
13. Pets. Clauses which forbid pets altogether will be deemed 'unfair' under the unfair terms regulations (because they could apply to a goldfish for example) so clause 2.13 provides for keeping pets but only with the landlords written permission.
14. Landlords are reminded that clause 3.3 sets out repairing covenants which are imposed on them by the Landlord and Tenant Act 1985.
15. Smoking. In a recent case where a fire was caused by a cigarette left smoldering by an occupier of a shared house, the Judge held that the landlord should have forbidden smoking on safety grounds. For this reason this tenancy agreement provides for no smoking (clause 2.14),

however this clause can be deleted if you wish. If you allow smoking, you should install smoke alarms in the property (this may be advisable anyway).

can be done for a fixed - see the Legal Services section of Landlord-Law Online.

16. Ending the agreement. The OFT have advised that an absolute prohibition on assignment and subletting during the fixed term may be deemed 'unfair' and therefore invalid. However landlords will want to have control over who is in the property. This agreement gets around this problem by providing for tenants to be able to end the agreement after the first three months of the term if they can find a suitable alternative tenant, and provided they reimburse the landlords reasonable costs. This allows the tenant to end the tenancy but leaves it up to the landlord whether he actually grants a new tenancy to the replacement tenant found.
17. Items left behind at the property after the tenant has gone - before sending the letter as set out in clause 14, landlords should read the FAQ on ending the tenancy agreement on the Landlord-Law site.
18. Landlords are reminded of their obligations under the Gas Safety Regulations (e.g. the provision of an annual certificate - contact the HSE Gas Safety Advice line for further details - 0800 300363) and under the Furniture and Furnishings, and the Electrical Equipment regulations (contact your local Trading Standards Office for further information).
19. Landlords are reminded that some tenancy agreements will need to be stamped. This is generally only if the annual rent is over £5,000. Further information can be obtained from the Inland Revenue Stamp Duty Helpline on 0845 603 0135
20. As regards signature of the form, provided the term is less than three years, the tenant is paying a market rent, and the term starts immediately, there is no need for signatures to be witnessed.
21. For further information about landlord's responsibilities, read Tessa Shepperson's book. 'Do-it-Yourself Residential Lettings published by Lawpack. It is obtainable from the Landlord-Law Online shop at £12.00 including p&p.
22. If this standard agreement does not meet your requirements, and you wish us to amend it, this