

ASSURED SHORTHOLD TENANCY AGREEMENT

Particulars

DATE OF AGREEMENT :
THE LANDLORD
Full Name :
Address :
THE TENANT
Full name :
THE PROPERTY :
THE RENT : £ per calendar month/week*
THE RENT DAYS : The day of each month/week*
THE DEPOSIT : £ *
THE TERM : From to (both dates inclusive)
INTEREST RATE : Four per cent above the published base rate
from time to time of Bank plc

* delete as appropriate

AN AGREEMENT made on the Date of Agreement.

BETWEEN

1. The Landlord and
2. The Tenant.

WHEREBY IT IS AGREED as follows:

1. Definitions and interpretation

In this Agreement:

- 1.1 the attached Particulars are incorporated and to the extent allowed by the context the expressions in capitals in the left-hand column of the Particulars have the respective meanings shown opposite them;
- 1.2 'the Landlord' includes whoever for the time being owns the interest in the Property which gives the right to possession of it at the end of this tenancy;

- 1.3 'Interest' means a sum calculated at the Interest Rate commencing on the usual quarter day and to be paid both before and after judgment award;
- 1.4 'the Regulations' means the regulations set out in the Regulations and all other reasonable regulations of which the Landlord gives written notice;
- 1.5 whenever there is more than one tenant all their obligations are joint and several against all or some of them jointly or against each of them;
- 1.6 a reference to an Act of Parliament refers to that Act as it exists at the time of this Agreement and any later amendment or re-enactment of that Act;
- 1.7 any reference to this Agreement includes its schedules;
- 1.8 any reference to a page clause or schedule is to that page clause or schedule in this Agreement;
- 1.9 any agreement by the Tenant not to do any act or thing includes an agreement not to allow anyone else to do that act or thing;
- 1.10 any obligation to pay money refers to a sum exclusive of any interest and any Value Added Tax charged on it is payable in addition to the sum;
- 1.11 a right given to the Landlord to enter the Property extends to any person the Landlord authorises to enter and includes the right to bring in any necessary appliances onto the Property for the stated purpose;
- 1.12 authority given to a person to enter the Property after giving notice is subject to the circumstances justify it to entry after giving less notice than is stated without giving any notice.

2. Letting

The Landlord lets the Property to the Tenant for the Term.

3. Assured shorthold tenancy

The Property is let on an assured shorthold tenancy as defined in the Housing Act 1988 (as amended) so the Landlord is entitled to possession in accordance with section 21 of that Act.

4. Furnished letting

The Property is let furnished and the provisions of the Code of Practice apply.

5. Tenant's obligations

The Tenant's obligations are:

5.1 Pay rent

To pay the Rent in advance on the Rent Days (by banker's order or by the Landlord) except the first payment (of only a proportion of the Rent) which is to be made on the Date of Agreement.

5.2 No set-off

Not to reduce any payment of the Rent by making any deduction or setting off any sum against it.

- 5.3 *Pay deposit*
To pay to the Landlord the Deposit when this Agreement whenever required to do so to pay to the Landlord any su Deposit up to the full amount. This clause shall only appl stated in the Particulars to this Agreement.
- 5.4 *Pay rates etc*
- 5.4.1 To pay promptly to the authorities or companies to whom taxes and outgoings relating to the Property or its owner o any which are imposed after the date of this Agreement (e nature).
- 5.4.2 To make good forthwith to the Landlord any loss of relief of the standard council tax or any similar property tax rel or its occupier which the Landlord may suffer after the er which he would not have suffered if no such relief had be Tenant in respect of a period during the tenancy for which unoccupied.
- 5.5 *Pay for services*
To pay promptly all charges (including meter and standin supply of water electricity and gas to the Property and the there and immediately following the signing of this Agree respective supply companies of his liability to pay such a into all such contracts as may be required to obtain such s
- 5.6 *Pay interest*
To pay Interest from the due date until payment on any su seven days after it falls due.
- 5.7 *Pay fees*
To pay all expenses (including solicitors' and surveyors' disbursements) which the Landlord incurs in preparing ar
- 5.7.1 a notice under section 146 of the Law of Property Act 19 is avoided without a court order;
- 5.7.2 a schedule of dilapidations recording failure to give up po Property in the appropriate state of repair when the tenanc
- 5.8 *Repair property*
Not to damage the Property (except by fair wear and tear) repair all parts of the Property and all additions to it excep not obliged to:
- 5.8.1 do any repairs which are the Landlord's responsibility un under a statutory provision which applies despite any agre contrary;
- 5.8.2 make good any damage caused by a risk against which th at the relevant time unless the insurance moneys are withi act or omission of the Tenant or anyone on the Property v consent.

5.9 *Repair appliances*

- 5.9.1 To keep all smoke and other alarms on the Property in full working order by regularly checking them not less often than once a month and as required.
- 5.9.2 To do all repairs and make all replacements which fall within the Tenant's liability under the general law to keep the Premises in tenable condition.
- 5.9.3 To keep all other electrical and mechanical appliances (including those installed on the Property) serviceable and to replace any that are lost, damaged, broken, irreparably or at the option of the Landlord to pay to the Landlord the cost of replacement.

5.10 *Internal decoration*

- 5.10.1 To keep the inside of the Property adequately decorated by painting in a neutral colour scheme without the Landlord's written consent except in the case of an emergency. The Tenant is not obliged to make good any damage to such decoration caused by the Tenant or against which the Landlord is insured at the relevant time and no such moneys are withheld because of any act or omission of the Tenant or the Tenant's on the Property with the Tenant's consent.
- 5.10.2 Not to drill holes in or drive nails into or attach or suspend anything to or from any wall or ceiling other than any attached or suspended ceiling of the tenancy.

5.11 *Keep clean and tidy*

To keep the Property clean and tidy and any garden properly tended and to keep any garden properly trimmed and not to damage, remove from or move any garden furniture or ornaments or other items or plants or trees or perennial plant.

5.12 *Notice to do repairs*

If the Landlord gives to the Tenant notice of any defect for which the Tenant is responsible to start the work within one month (or any longer period specified in the notice) or immediately in the case of an emergency and to do it diligently. In case of any default the Landlord is entitled (without prejudice to any other rights) to enter the Property to do it and the Tenant must pay the cost.

5.13 *Report defects*

To inspect the Property regularly for defects and report promptly to the Landlord all defects in the Property which it is the Landlord's duty to repair.

5.14 *Copy notices*

To give the Landlord promptly a copy of any notice received by the Tenant in relation to the Property or any nearby property.

5.15 *Not to prejudice insurance*

Not to act in a way which will or may result in the insurance for the Property being void or voidable or in the premium for it being increased.

5.16 *Not to insure*

Not to insure any part of the Property including any additional contents or fixture in it.

- 5.17 *Entry*
To allow the Landlord on giving at least two days' notice whenever required to inspect it or to carry out any obligation or for any other reasonable purpose.
- 5.18 *Entry for Dealings*
To allow the Landlord and any person with written authority from the Landlord or the Landlord's agent to enter the Property at any time on reasonable notice to view it as or for a prospective purchaser or mortgagee.
- 5.19 *Access for others*
Whenever so required by the Landlord to allow anyone with written authority from the Landlord to have access in order to inspect repair or clean nearby property or to inspect pipes wires or cables serving nearby property to enter the Property at any reasonable time. The person requiring access is to give at least 24 hours notice and make good any damage to the Property promptly.
- 5.20 *Sale notice*
To allow the Landlord to affix a notice to the outside of the Property announcing it is for sale or (in the last two months of the term) to be sold.
- 5.21 *Occupation*
At all times to occupy the Property as the Tenant's only or principal dwellinghouse and not to use the Property or any part of it for any purpose other than as a dwellinghouse in single family occupation.
- 5.22 *Comply with regulations*
To comply with the Regulations and ensure that any other person occupying the Property also do so.
- 5.23 *No assignment*
Not to assign sub-let mortgage charge part with possession or control of the Property or any part of it and in particular not to take in or employ paying guests.
- 5.24 *No alterations*
Not to alter or add to the Property.
- 5.25 *Forbidden uses*
Not to use the Property or any part of it for any activity which is offensive noxious or illegal or immoral or which is a nuisance or annoyance to the Landlord or to the owner or occupier of nearby property.
- 5.26 *No auctions*
Not to hold any auction sale on the Property.

5.27 *No public access*
Not to invite the public generally or any specified section of the Property nor to use it for a purpose which attracts casual customers.

5.28 *No advertisements*
Not to display any notice or advertisement either on the outside of the Property or visible from outside it.

5.29 *No aerials*
Not without the Landlord's written consent to affix to or erect on the Property any wireless or television aerial or similar receiving or transmitting apparatus.

5.30 *Prevent rights*
To prevent any person from using any part of the Property in such a way that he may acquire an indefeasible right to continue that use as of right or any window on the Property.

5.31 *Termination*
On the day the tenancy ends:
5.31.1 to return the Property to the Landlord in the state in which it is required to be by the lease requires the Tenant to keep it;
5.31.2 not to leave in the Property anything which belongs to the Landlord and which he ought to remove;
5.31.3 to return all keys to the Landlord by noon.

6. Landlord's obligations
The Landlord's obligations are:

6.1 *No interference*
So long as the tenancy continues and the Tenant complies with the obligations in this section, the Landlord shall allow the Tenant to occupy the Property without interference.

6.2 *Repairs*
6.2.1 To keep in good repair the outside the foundations the roof and the external walls which includes any load bearing walls within the Property and the structures of the ceilings and the floors but excludes both the internal and external surfaces of those walls ceilings and floors within the Property and the windows in the external walls.

6.2.2 To keep any fences and boundary walls on the Property in good repair.
6.2.4 To do any other repairs to the Property which by statute are required to be done by the Landlord.

6.3 *External decoration*
To decorate the outside of the Property whenever the Landlord is required to do so by statute necessary.

6.4 *Repay deposit*
When the tenancy ends to repay the Deposit to the Tenant after deducting all sums due to the Landlord under the terms of the lease.

or as a result of any of its terms being broken. This Clause
there is a Deposit stated in the Particulars to this Agreement

6.5 *Insurance*

To insure the Property and to provide a copy of the insurance
Tenant upon request by him.

7. **Agreements**

It is agreed as follows:

7.1 *Forfeiture*

The Landlord is entitled to forfeit this Agreement by entering
Property whenever:

- 7.1.1 the Tenant is fourteen days late in paying the Rent even if
demanded;
- 7.1.2 the Tenant has not complied with any of his obligations as
- 7.1.3 the Tenant (or if there is more than one Tenant one of them)
bankrupt or has an interim receiver appointed;
- 7.1.4 the court has power to make an order for possession of a d
or more of the grounds set out in Schedule 2 to the Housing
Forfeiture of this Agreement does not cancel any outstanding
the Tenant owes the Landlord.

7.2 *Rent reduction*

During any period when all or part of the Property cannot be
accustomed use because of damage from an insured risk th
or reduced as appropriate except to the extent that the insur
under the policy because of something done or not done by
person on the Property with his consent. Any dispute about
this clause applies is to be referred to arbitration.

7.3 *Use of deposit*

During the tenancy and on its termination the Landlord may
pay for anything done by the Landlord to make good any o
the Tenant. This Clause shall only apply if there is a Depos
Particulars to this Agreement.

7.4 *Landlord's liability*

The Landlord's obligations under this Agreement are entered
Landlord named in this Agreement for himself and subsequ
successively so that each person who is the Landlord is bo
period of ownership and in particular if he has paid the De
owner he shall have no responsibility for its repayment to t

7.5 *Notices*

- 7.5.1 Notice is hereby given that the Landlord's address for serv
(including notices in proceedings) is as stated in the Partic
Tenant is notified in writing of a different address in Engla
- 7.5.2 Without prejudice to the previous sub-clause any notice to
the Landlord may be served by or on the Landlord's agents

7.6 *Arbitration*

Any disputed matter referred to arbitration under this Agreement shall be decided by arbitration under the Arbitration Act 1996 by a sole arbitrator appointed by the parties to this dispute. If they do not agree on the appointment then the President of the Royal Institution of Chartered Surveyors may appoint the arbitrator at the request of either party.

THE CONTENTS SCHEDULE

1. In this schedule 'the Contents' means the items listed in the Contents Inventory' means the inventory which is attached to this Agreement.
2. The Tenant is to keep the Contents clean and in as good condition as at the start of the tenancy and is to repair any damage to the Contents (except damage caused by fair wear and tear).
3. If any of the Contents is lost or irreparably damaged the Tenant shall, or at the option of the Landlord to pay to the Landlord the cost of replacement.
4. At the end of the tenancy the Tenant is to return to the Landlord the Contents in the position they were in at the start of the tenancy as set out in the Inventory.

AS WITNESS the hands of the parties hereto the day and year first

SIGNED by the said Landlord }.....
in the presence of

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SIGNED by the said Tenant }.....
in the presence of

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