

# Assured shorthold tenancy agreement

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**This is an agreement for letting a dwelling on a fixed term assured shorthold tenancy under Part 1 of the Housing Act 1988 (as amended).**

# Assured shorthold tenancy agreement

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## 1 THE PARTIES

This is an agreement for a fixed term assured shorthold tenancy:

Between ("the Landlord")

Landlord

and ("the Tenant")

Tenant 1

Tenant 2

Tenant 3

The obligations and liabilities of the parties under this agreement are joint and several.

## 2 OTHER OCCUPIERS

The Landlord agrees that, in addition to the Tenant, the following person(s) (who for the avoidance of doubt are not tenant(s)) may live at the Property:

(a) the Tenant's children or other dependants who are under 18 years of age at the start of the Tenancy; and (b) the following adults (if any):

Adult 1

Adult 2

Referred to in this agreement as "Members of the Tenant's Household".

The Tenant must not allow any other adults to live at the property without the written consent of the Landlord which must not be unreasonably withheld or delayed.

The Tenant must ensure that not more than the persons listed above live at the Property.

Any obligation on the Tenant under this agreement to do or not to do anything shall also require the Tenant not to permit or allow any Member of the Tenant's Household or visitor to do or not to do the same thing.

### **3 THE PROPERTY AND COMMON PARTS**

Address and description

The Property is: Unfurnished.

The Property includes:

Other: A designated car parking spot for one car.

### **THE TERM AND EXPIRY OF THE FIXED TERM**

The Tenancy created by this agreement:

begins on:

and

ends on:

unless terminated early in accordance with the conditions in this contract.

If the Tenant continues to live in the Property after the expiry of the fixed term and no further tenancy has been entered into by the parties, then from the expiry of the fixed term the Tenant shall occupy the Property under a statutory periodic tenancy in accordance with section 5(2) of the Housing Act 1988.

This is a 36 month tenancy but the tenant can give 2 months written notice to terminate the contract without penalty anytime after month ten of the contract.

## **4 TERMINATION BY THE LANDLORD AT THE END OF THE FIXED TERM**

If the Landlord wants the Tenant to leave the Property at the end of the Tenancy, the Landlord must:

- (a) give the Tenant at least two months' notice in writing before the end of the fixed term in accordance with section 21 of the Housing Act 1988 (this is known as a "section 21 notice"); or
- (b) seek possession on one or more of the grounds contained in Schedule 2 to the Housing Act 1988 (if any of those grounds apply).

## **5 THE RENT**

**Rent per Calendar Month.** -Rent increases in this term will only be made if unexpected costs are incurred on the apartment and will be at either market value or based on the total costs incurred. 3 months' notice of the change will be given before the change comes into effect.

The rent is £ per month

## **6 COUNCIL TAX, UTILITIES AND OTHER CHARGES FOR SERVICES INCLUDED IN THE RENT**

The following charges are included in and payable as part of the rent

Council tax :NO

Water and sewerage charges :NO

Gas :NO

Electricity :NO

Television licence fee :NO

Telephone line rental :NO

Broadband :NO

Communal areas Cleaning: NO

## 7 PAYMENT OF THE RENT BY THE TENANT

### Rent payment dates

The first payment is to be made on [ ] and further payments are to be made on [ ]

### Interest and charges payable on overdue rent

Interest of 3% above the Bank of England's base rate will be payable on any rent which is more than 14 days overdue. The interest will be payable from the date on which the rent fell due until the date it is paid.

An administration charge of £25.00 per month will be charged for each month the rent remains in arrears up until the rent is paid in full.

### Method of payment

The rent must be paid by: Bank

## 8 REPORT OF CONDITION

Unless the Landlord receives written comments on or amendments to the Key transfer and start of tenancy sheet within 14 days of the start of the Tenancy, the Tenant shall be taken as accepting the inventory and report of condition as a full and accurate record of the condition of the Property and its contents.

## 9 THE DEPOSIT

The Tenant has not paid a deposit on this property so the protection of the deposit under the Housing act of 2004 does not apply.

We take up to two month's rent in advance, one month's up front rent and any remaining amount is used at the end of the contract for the final months rent.

You next rent payment will be due one month after you move in. All information will be shown on your invoices and statements.

## Section C: Tenant's obligations

### PAYMENT OF RENT

The Tenant must pay the rent in advance, on or before the dates agreed.

#### 1 PAYMENT OF COUNCIL TAX, UTILITIES AND OTHER CHARGES

Except where included in the rent the Tenant must pay to the relevant local authority all council tax due in respect of the Property during the Tenancy.

Except where included in the rent the Tenant must pay to the relevant suppliers all charges in respect of any electricity, gas or water (including sewerage) services used at or supplied to the Property during the Tenancy and pay all charges to the provider for the use of any telephone, satellite, cable or broadband services at the Property during the Tenancy.

Except where included in the rent the Tenant must pay any television licence fee payable in respect of the Property during the Tenancy.

Where any service has been disconnected as a result of the Tenant's failure to comply with the Tenant's obligation to pay for the service, any reconnection charge will be payable by the Tenant.

### 2 USE OF THE PROPERTY, PETS AND PROHIBITED CONDUCT

The Tenant must occupy the Property as the Tenant's only or principal home.

The Tenant must not use the Property for the purposes of a business, trade or profession except with the prior written consent of the landlord which must not be unreasonably withheld or delayed. In particular, it will not be unreasonable for the Landlord to withhold consent if there is a reasonable likelihood that the use proposed would:

- (a) give rise to a tenancy to which Part II of the Landlord and Tenant Act 1954 (business tenancies) applies; or
- (b) cause a nuisance to the occupiers of neighbouring properties or significantly increase wear and tear to the Property.

The Tenant must not use the Property for any illegal, immoral, disorderly or antisocial purposes.

The Tenant must not do anything to or on the Property or any Common Parts which may reasonably be considered a nuisance or annoyance to the occupiers of neighbouring properties.

The Tenant must not keep any pets or other animals at the Property without the prior written consent of the Landlord which must not be unreasonably withheld or delayed. If permission is given, it may be given on the condition that the Tenant pays an additional reasonable amount towards an additional administration charge.

### **3 CARE, MAINTENANCE AND REDECORATION OF THE PROPERTY**

The Tenant must take reasonable care of the Property. This includes (but is not limited to):

taking reasonable steps to keep the Property adequately ventilated and heated so as to prevent damage from condensation taking reasonable steps to prevent frost damage occurring to any pipes or other installations in the Property, provided the pipes and other installations were adequately insulated at the start of the Tenancy; and disposing of all rubbish in an appropriate manner and at the appropriate time. The Tenant must not make any addition or alteration to the Property or redecorate the Property (or any part of it) without the Landlord's prior written consent which must not be unreasonably withheld or delayed. The Tenant must notify the Landlord as soon as reasonably possible about any repairs that are needed to the Property or to any items for which the Landlord is responsible, this must be done in writing so as full tracking and logging of repairs can be carried out.

The Tenant will be liable for the reasonable cost of repairs where the need for them is attributable to the Tenant's failure to comply with the obligations set out above or where the need for repair is attributable to the fault or negligence of the Tenant, any Member of the Tenant's Household or any of the Tenant's visitors.

The Tenant shall promptly replace and pay for any broken glass in windows at the Property where the Tenant, any Member of the Tenant's Household or any of the Tenant's visitors cause the breakage.

### **4 SECURITY OF THE PROPERTY AND PERIODS OF ABSENCE OF MORE THAN 28 DAYS**

The Tenant must not leave the Property unoccupied for more than 28 consecutive days without giving notice in writing to the Landlord.

The Tenant must take reasonable steps to ensure that the Property is secure whenever the Property is unoccupied.

## 5 ACCESS TO THE PROPERTY BY LANDLORD OR AGENT

### Routine access

Provided the Landlord has given the Tenant at least 24 hours' prior notice in writing, the Tenant must give the Landlord (or any person acting on behalf of the Landlord) access to the Property at reasonable times of day for the following purposes:

- (a) to inspect its condition and state of repair;
- (b) to carry out the Landlord's repairing obligations and other obligations under this agreement; and
- (c) to carry out any inspections required by law including (but not limited to) gas safety inspections, fire safety inspections and inspections of any smoke or carbon monoxide alarms installed in the Property and to carry out any works, repairs, maintenance or installations (including the installation of any smoke or carbon monoxide alarm) required by law.

### Access for the purposes of selling or re-letting the property

Provided the Landlord has given the Tenant at least 24 hours' prior notice in writing, the Tenant must give the Landlord (or any person acting on behalf of the Landlord) access to the Property at reasonable times of day in the following circumstances for the purposes specified:

- (a) where the Tenant has given notice, to show prospective tenants or purchasers, letting agents or estate agents around the Property, but only during the last 3 months of the Tenancy;
- (b) where the Landlord has served a notice on the Tenant stating his intention to sell the property, to show estate agents or prospective purchasers around the Property; and
- (c) during the last month of the Tenancy, for any of the purposes mentioned in paragraph (a) above.

### Access during periods of absence of more than 28 days

The Tenant agrees that if the Property is to be unoccupied for a period of more than 28 consecutive days, the Landlord may have access during that period for the purposes of keeping the Property insured and taking such steps as may reasonably be necessary to mitigate the risk of damage to the Property during that period.

### Emergency access

The Tenant must give the Landlord (or persons acting on the Landlord's behalf) immediate access to the Property in the event of an emergency on the Property.

## **6 ASSIGNMENT AND SUBLETTING**

### **Assignment**

The Tenant must not assign (i.e. transfer to another person) the tenancy, either in whole or in part without the consent of the Landlord in writing. Such consent must not be unreasonably withheld.

### **Subletting of whole Property**

The Tenant must not sublet the whole of the Property for the entire duration of the Tenancy.

The Tenant must not sublet the whole of the Property for any period which is less than the entire duration of the Tenancy without the consent of the Landlord in writing. Such consent must not be unreasonably withheld.

### **Subletting of part of the Property**

The Tenant can request to sublet part of the Property for either the whole or part of the duration of the Tenancy. The Tenant must not sublet any part of the Property without the consent of the Landlord in writing. Such consent must not be unreasonably withheld.

## **7 MOVING OUT AT THE END OF THE TENANCY**

Except for fair wear and tear, the Tenant must return the Property and any items listed on the inventory to the Landlord in the same condition and state of cleanliness as they were at the start of the Tenancy.

The Tenant must remove all possessions (including any furniture) belonging to the Tenant or any Member of the Tenant's Household or visitor and all rubbish from the Property at the end of the Tenancy. If any such possessions are left at the Property after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges. The Landlord will remove and store the possessions for one month (other than any perishable items which will be disposed of immediately) and will take reasonable steps to notify the Tenant. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.

The Tenant must give vacant possession and return all keys to the Landlord at the end of the Tenancy.

The Tenant must provide the Landlord with a forwarding address at the end of the Tenancy.

## Section D: Landlord's obligations

### **1 TO GIVE THE TENANT POSSESSION AT THE START OF THE TENANCY**

The Landlord must give the Tenant possession of the Property at the start of the Tenancy.

### **2 NOT TO INTERFERE WITH THE TENANT'S RIGHT TO QUIET ENJOYMENT OF THE PROPERTY**

The Landlord must not interrupt or interfere with the Tenant's right to quiet enjoyment of the Property.

### **3 REPAIR AND MAINTENANCE OF THE PROPERTY AND ITEMS LISTED ON THE INVENTORY**

In accordance with section 11 of the Landlord and Tenant Act 1985 (repairing obligations in short leases) the Landlord shall:

- (a) keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);
- (b) keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
- (c) keep in repair and proper working order the installations in the Property for space heating and heating water.

In accordance with section 11 of the Landlord and Tenant Act 1985, the Landlord is not required:

- (a) to repair anything which the Tenant is liable to repair by virtue of the Tenant's duty to take reasonable care of the Property to rebuild or reinstate the Property in the case of destruction or damage by fire, storm or flood; or
- (b) to keep in repair or maintain anything which the Tenant is entitled to remove from the Property.
- (c) The Landlord must keep in repair and proper working order any furniture, fixtures, fittings and appliances, except where the damage or need for repair is a result of the Tenant's failure to comply with the obligations .

#### **4 INSURANCE AND RENT SUSPENSION**

The Landlord must insure the Property against fire, flooding and other risks usually covered by a comprehensive insurance policy and must use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible. The Tenant is responsible for arranging insurance of the Tenant's own belongings.

The Landlord must provide the Tenant with a copy of the insurance policy at the request of the Tenant.

Where the Property is uninhabitable because of damage caused to the Property by an insured risk then, unless the damage was caused by the Tenant's negligence or failure to comply with the Tenant's obligations under this agreement, the Tenant shall not be required to pay rent until the Property is fit for occupation and use.

## Section E: Landlord's grounds (reasons) for possession during the fixed term

### **1 LANDLORD'S STATUTORY GROUNDS (REASONS) FOR POSSESSION DURING THE FIXED TERM**

If any of the grounds (reasons) specified, the Landlord may seek to repossess the Property (sometimes referred to as forfeiture and re-entry) during the fixed term by giving the Tenant notice under section 8 of the Housing Act 1988 of his intention to apply to court for possession and, subsequently, applying to the court for a possession order.

The following grounds which are contained in Schedule 2 to the Housing Act 1988:

- Ground 2 (mortgagee (lender) entitled to possession); Ground 8 (at least 8 weeks' or two months' rent arrears);
- Ground 10 (some rent overdue);
- Ground 11 (tenant persistently late in paying rent);
- Ground 12 (breach of any term(s) of tenancy agreement);
- Ground 13 (condition of property or common parts has deteriorated due to acts etc. of tenant or other occupant);
- Ground 14 (the tenant or other person residing in or visiting the property is guilty of nuisance / annoyance in the locality or convicted of a criminal offence in relation to the property or committed in the locality);
- Ground 15 (condition of furniture provided under the tenancy agreement has deteriorated due to ill-treatment by tenant or other occupant); and Ground 17 (landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by the tenant or a person acting on the tenant's behalf).

### **2 LANDLORD'S GROUNDS (REASONS) FOR POSSESSION WHERE THE TENANCY CEASES TO BE AN ASSURED TENANCY**

If the Tenancy ceases to be an assured (shorthold) tenancy, the Landlord reserves the right to end the Tenancy (usually referred to as forfeiture and reentry) if:

- (a) the rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;
- (b) the Tenant is declared bankrupt; or (c) the Tenant breaches any term of this Tenancy.

## **1 LANDLORD'S ONE-OFF BREAK CLAUSE AFTER THE FIRST 6 MONTHS OF THE TENANCY**

The Landlord may end this Tenancy on the date which is 6 months after the start of the Tenancy by giving the Tenant at least 2 months' notice in writing.

## **2 BREAK CLAUSE WHERE THE LANDLORD IS IN MORTGAGE ARREARS AND A RECEIVER HAS BEEN APPOINTED**

The Landlord or the Tenant may end this Tenancy before the Tenancy end date specified in clause B4.1 in the circumstances specified. This is subject to compliance by the terminating party. The circumstances are that:

- (a) the Property is subject to a mortgage under which the Landlord is the mortgagor (borrower);
- (b) the mortgagee (lender) under that mortgage has appointed a receiver in relation to the Property; and
- (c) the receiver has notified the Tenant of his appointment by giving the Tenant a copy of the letter of appointment. The requirements are that:
  - (a) the terminating party must give notice in writing to the other party specifying the termination date (and where the Tenant is the terminating party the notice should be given to both the Landlord and the receiver);
  - (b) the notice must not be given within the first 4 months of the Tenancy; and
  - (c) the termination date specified in the notice must be at least two months after the date of service of the notice.

In this clause "receiver" means a person appointed by the mortgagee (lender) under the terms of the mortgage or pursuant to powers in the Law of Property Act 1925.

### **3 LANDLORD'S BREAK CLAUSE FOR THE PURPOSE OF SELLING THE PROPERTY**

Where the Landlord intends to sell the Property, the Landlord may end this Tenancy before the Tenancy end date specified in clause B4.1 by following these steps:

Step 1: Landlord gives written notice to the Tenant stating his intention to market the Property for sale, but no such notice may be given to the Tenant within the first 2 months of the Tenancy.

Step 2: Not more than 4 months after service of the notice required under Step 1, Landlord gives a break notice to the Tenant which:

- (a) specifies the date on which the Tenancy will end which must be at least 2 months from the date of service of the break notice and at least 4 months after the date on which written notice was given under Step 1; and
- (b) is accompanied by evidence showing that the Property is genuinely on the market for sale.

The Tenancy will end on the date specified in the break notice.

### **Section G: Additional terms between the landlord and tenant**

Should a garden form part of the property, then it is the tenants responsibility to keep the garden neat and free from weeds, it is the tenants responsibility to provide any equipment to carry out this addition term.

After month 10 of the contract the tenant can give 2 months notice to cancel the contract.

## Section H: Contact details and service of written notices

### **1 THE LANDLORD'S OR AGENT'S CONTACT DETAILS AND SERVICE OF NOTICES ON THE LANDLORD**

#### **Service of written notices by post or delivery by hand**

The Landlord agrees that any notices given under or in connection with this agreement which are required to be given in writing may be served on the Landlord either by being left at the address given below or by being sent to that address by first class post. Notices shall be taken to be received the day after being left at the property or the day after posting.

The address for service of written notices and other documents on the Landlord is: Fao: Craig Regan, C/O Shopstuff Ltd, 60a Kirby Rd, Earlsdon, Coventry, CV5 6HN, UK

#### **Service of written notices by email**

The Landlord does not agree that any notices given under or in connection with this agreement which are required to be given in writing may, alternatively, be sent by email.

#### **Landlord's or Agent's Emergency contact details**

The Landlord's telephone number is: (0044) (0)24 76 717172

### **2 THE TENANT'S CONTACT DETAILS AND SERVICE OF NOTICES ON THE TENANT**

#### **Service of written notices by post or delivery by hand**

The Tenant agrees that any notices given under or in connection with this agreement which are required to be given in writing may be served on the Tenant during the Tenancy either by being left at the Property or by being sent to the Tenant at the Property by first class post. Notices shall be taken to be received the day after being left at the Property or the day after posting.

#### **Service of written notices by email**

The Tenant does not agree that any notices given under or in connection with this agreement which are required to be given in writing may, alternatively, be sent by email. Any notice given under section 8 (notice of proceedings for possession) or section 21 (recovery of possession on expiry or termination of assured shorthold tenancy) of the Housing Act 1988 must always be given to the Tenant in hard copy in accordance with clause H2.1 above.

## Section I: Signature

### Tenant 1

Signature:

.....

Full name (block capitals):

Address:

Date:

### Witness

Signature: .....

Full name (block capitals):

Address:

Date:

### Tenant 2

Signature:

.....

Full name (block capitals):

Address:

Date:

### Witness

Signature: .....

Full name (block capitals):

Address:

Date:

### Landlord

Signature:

.....

Full name (block capitals):

Address:

Date:

### Witness

Signature: .....

Full name (block capitals):

Address:

Date: