

# Assured Shorthold Tenancy Agreement

Provided under part 1 of the Housing Act 1988 and amended under part 3 of the Housing Act 1996



**This agreement is dated** \_\_\_\_\_

(Insert this date only when all parties have signed the agreement and want it to start.)

This agreement contains the terms and obligations of the tenancy. It sets out the legally binding obligations that you (the tenant) and we (the landlord) accept as soon as the agreement is dated above.

You should read the agreement carefully. Make sure you want to agree to it all and that it contains everything you need. If you do not understand the agreement or anything in it, you should ask for an explanation before signing. Alternatively, you should consider asking for help from a solicitor, Citizen's Advice, or a Housing Advice Centre.

## Section A – Main terms of the agreement

**This agreement is between us, the landlord**

**and you, the tenant (if there is more than one, they are jointly and separately liable)**

**We will let out the property at**

to you as well as any furniture, fixtures and fittings and other items referred to in the Inventory and Schedule of Condition.

### Tenancy type

The agreement is for an assured shorthold tenancy.

### Rent

You must pay £ \_\_\_\_\_ rent in advance in total each \_\_\_\_\_

The first payment of rent must be paid by \_\_\_\_\_

Subsequent rent payments must be paid in advance by \_\_\_\_\_ every

\_\_\_\_\_ while the tenancy lasts.

Payment must be made in cleared funds to:

### Term

The agreement is for an initial fixed term of \_\_\_\_\_

starting on \_\_\_\_\_

At the end of this time, if we have not received from you at least one calendar month's written notice ending on the last day of the fixed term to terminate the agreement, then the tenancy will continue as a contractual periodic tenancy.

The rental period for the contractual periodic tenancy will be the same as the rental period for which rent was last payable during the tenancy's fixed term.

The contractual periodic tenancy will continue until you or we terminate the tenancy in line with clause 8.0 of the agreement.

## Permitted occupiers

In addition to you, only the following permitted occupiers are allowed to live in the property

Nobody else is allowed to live in the property without our written permission.

## Shared facilities

We let the property to you along with any contents listed in the Inventory and Schedule of Condition given to you. You are also entitled to use the following shared facilities while you let the property:

If you are allocated parking it is \_\_\_\_\_.

## Utilities

You and we agree:

<input type="checkbox"/>	Water charges:	<input type="checkbox"/>	are responsible for paying
<input type="checkbox"/>	Gas:	<input type="checkbox"/>	are responsible for paying
<input type="checkbox"/>	Television licence:	<input type="checkbox"/>	are responsible for paying
<input type="checkbox"/>	Broadband:	<input type="checkbox"/>	are responsible for paying
<input type="checkbox"/>	Council Tax (or similar charge which replaces it):	<input type="checkbox"/>	are responsible for paying
<input type="checkbox"/>	Electricity:	<input type="checkbox"/>	are responsible for paying
<input type="checkbox"/>	Telephone:	<input type="checkbox"/>	are responsible for paying
<input type="checkbox"/>	Other:	<input type="checkbox"/>	are responsible for paying

If you are responsible for paying a bill, this includes contacting the local billing authority or the service provider to ensure they know you are liable to pay it.

## Security deposit

You must pay the deposit of £ \_\_\_\_\_ in full to \_\_\_\_\_. It will be protected in a Government-approved deposit scheme within 30 days of receipt in line with clause 5.0 of the agreement.

## Right to rent

It is a condition of this tenancy that you and anyone living in the property must have a 'right to rent' as set out in Section 22 of the Immigration Act 2014.

## Contact details

If you need to contact us, you can

write to us at:

email us at:

phone us on:

If we need to contact you via email, we will do so at:

Name	Email address

## Section B – Definitions

"agent" means a company or person we have engaged to manage the property on our behalf, or anyone who later takes over our agent's rights and obligations.

"contents" means anything we provide as stated in the Inventory. This includes white goods, furniture, cutlery, utensils, implements, tools, equipment, and the fixtures and fittings.

"emergency" means where there is a risk to life or damage to the fabric of the property or the contents.

"fixtures and fittings" includes references to any fixtures, fittings, furnishings, and floor, ceiling and wall coverings.

"house in multiple occupation/HMO" means that the property is let to a group of three or more people where at least two of them are unrelated.

"Inventory" is a document prepared by us, our agent, or an inventory clerk, which will be given to you on or soon after the start of the tenancy, describing the contents we have provided. It may include a Schedule of Condition, written report, or photos or videos to record the contents, their condition and the property's condition. It may include meter readings.

"jointly and separately liable" means that if there are two or more tenants, you are each responsible for complying with the agreement's obligations together and individually. We are free to seek to enforce these obligations or claim damages of any amount against one or more of you.

"landlord" includes anyone entitled to possession of the property when the agreement ends, as well as their successors in title or assignees.

"permitted occupier" means a person who is neither a tenant nor any other party to the tenancy. They have no rights to the property but we have granted them permission to occupy it as a guest for a time during this tenancy.

"property" includes any part or parts of the building's boundaries, fences, garden and outbuildings that we own unless we have specifically excluded them from the agreement. If the property is part of a larger building, you have a right to use the common access ways and shared facilities to access and enjoy the property only.

"rental period" means the time between rent due dates. For example, if the tenancy is weekly and rent is due on a Wednesday, the rental period will be from Wednesday to Tuesday. If the tenancy is monthly and rent is due on the 10th of each month, the rental period will be from the 10th to the 9th of the following month.

"Schedule of Condition" is a summary of the condition of the property or contents and usually includes a description of any faults, damage or missing items.

"superior lease" sets out the promises we have made to our superior landlord. You are also bound by these promises if you have prior knowledge of them. The superior landlord is the person who owns the interest in the property or some larger building that the property sits within, giving them the right to possession of the property at the end of our lease.

"tenancy" means the time between the start and the termination of the agreement. It includes any extensions or renewals we may have granted to you.

"us", "our" and "we" mean the landlord.

"working day" does not include Saturdays, Sundays and bank holidays.

"you" and "your" mean the tenant.

## Section C – Terms and conditions

We let the property with the contents to you for the tenancy on the letting terms in this agreement plus any addendum to it.

### 1.0 General terms

1.1 If there is more than one tenant, you are all jointly and separately liable for the obligations in the agreement.

1.2 You must make reasonable efforts to ensure that no-one in your household or any visitor to the property breaches the terms of the agreement.

1.3 If we have given you a copy of a superior lease setting out our promises to our superior landlord, you agree that you will also be bound by these promises, except for any payments we are responsible for making under the superior lease.

### 2.0 You must:

#### Rent and other payments

2.1 Pay the rent on the days and in the way we have agreed.

2.2 Pay the charges for Council Tax (or any similar charge that replaces it) and utilities and other relevant suppliers that you are responsible for under this agreement.

- 2.3 Pay us all reasonable losses, fees, damage costs and expenses we incur:
- in recovering from you any rent and any other money that is in arrears;
  - for the service of any notice regarding your breach of any of your obligations under the agreement whether or not the notice results in court proceedings;
  - for the cost of any bank or other charges if any cheque you have written is dishonoured or if any standing order or any other payment method is withdrawn by your bank;
  - as a result of any of your breaches of the agreement or in enforcing any provision of the agreement, including those about seeking possession of the property.
- 2.4 Pay interest at 3% above the Bank of England base rate on any rent or other money due under the agreement that is more than 14 days in arrears from the due date to the payment date.

#### **Utilities**

- 2.5 Inform us if you change supplier where you are responsible for paying a utility.
- 2.6 Not change the supplier where we are responsible for paying a utility.
- 2.7 Not change the utility meters for the property without our written permission (which we will not unreasonably withhold). If you do, we have the right to require you to return the meter to its original state at the end of the tenancy at your cost.

#### **Use of the property**

- 2.8 Occupy the property as your only or main home and behave in a tenant-like manner.
- 2.9 Take reasonable care of the property and any common parts.
- 2.10 Take all reasonable steps not to block or cause a blockage to the drains and pipes, gutters and channels in or on the property.
- 2.11 Take all reasonable precautions to prevent condensation and mould growth by keeping the property adequately ventilated and heated.
- 2.12 Take all reasonable precautions to prevent frost damage to any pipes or other installations in the property.
- 2.13 Arrange suitable contents insurance for your own belongings. We have no liability to insure anything belonging to you
- 2.14 Repair any damage that you have done deliberately or that was caused by the neglect or carelessness of you or anyone else living in or visiting the property. This includes repairing damage caused in this way to the property, fixtures and fittings, contents and, if it applies, to the building in which the property is located and any common parts.
- If we give you written notice to repair such damage, you agree to do the work within one month of the date of the notice.
- 2.15 Only park in the space allocated to you in this agreement.
- 2.16 Not use your allocated parking space for any purpose except storing a private motor car or motor bike without our written permission.
- 2.17 Not take a lodger or assign, sublet, part with or transfer to another person possession of the property, or any part of it, without our written permission. If you do (even if we have given permission), you will be legally responsible for carrying out a fully compliant 'right to rent check' as set out in Section 22 of the Immigration Act 2014 on any sub-tenants or other people living in the property.
- 2.18 Not use the property as anything except a private home. However, you may work at home as long as (a) you do not use the property to run a business and your homeworking is purely incidental to using the property as your private home; and (b) this use is not forbidden by the superior lease.
- 2.19 Not harass or act in an antisocial way to, or pursue a course of antisocial conduct against, any person in the neighbourhood. Such people include residents, visitors, us, and our agents and contractors.

In particular, you must not:

- make excessive noise;
  - fail to control pets properly or allow them to foul or cause damage to other people's belongings;
  - allow other occupiers or visitors to the property (including children) to cause a nuisance;
  - use the property or allow it to be used for illegal or immoral purposes;
  - vandalise or damage the property or any part of its common parts (if any) or the neighbourhood;
  - leave rubbish and recycling in unauthorised places or at inappropriate times;
  - harass, threaten or assault any other tenant, member of their household, visitors, neighbours, us, our family members, our employees, our agent, or any other person or people in the property or neighbourhood for any reason. This includes behaviour due to that person's race, colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;
  - use or carry offensive weapons;
  - use, sell, cultivate or supply unlawful drugs or sell alcohol; and
  - store at or bring into the property any type of firearm or firearm ammunition including any replica or decommissioned firearms.
- 2.20 Not bring into the property any furniture, electrical equipment or other items that might be a hazard or cause damage or injury to the property or its other occupants.

2.21 Not bring into the property any dangerous or flammable goods, materials or substances apart from those needed for general household use; or store any heating fuel, paraffin, bottled gas or other gaseous fuel without our written permission.

2.22 Not smoke tobacco or any other substance in the property without our written permission. To avoid doubt, nicotine staining is not considered to be fair wear and tear.

2.23 Not bring any animals or birds into the property without our written permission. If we grant permission, we can withdraw it at any time if we have a good reason.

2.24 Not put any damaging oil, grease or other harmful or corrosive substance into the washing or sanitary appliances or drains.

2.25 Not damage any of the property's common parts.

2.26 Not obstruct the fire escape or any of the property's common parts. We or our agent may remove any obstructions.

2.27 Not allow children to play on the fire escapes or in any of the property's common parts.

2.28 Not do anything that would lead the property to require licensing by a local authority if it is not already so licensed, or that would lead to the breach of a condition of such a licence or a statutory obligation associated with it.

### **Leaving the property empty**

2.29 Lock all the doors and windows and switch on any burglar alarm whenever you leave the property unattended.

2.30 Tell us if the property is going to be unoccupied for more than seven days in a row.

2.31 Flush through any water systems after any period when you leave the property unoccupied by running all taps and showers.

2.32 Not leave the property unoccupied for more than 28 days in any circumstances.

### **Condition of the property**

2.33 Keep the inside of the property including its contents, fixtures and fittings in the same condition, cleanliness, repair and decoration as at the start of the tenancy (except for fair wear and tear); and do those jobs that you would reasonably be expected to do including the cleaning of any sanitary appliances, shower wastes and windows as often as necessary.

2.34 Notify us as soon as reasonably possible of any defect in the property that comes to your attention.

2.35 Replace any light bulbs, fluorescent tubes and batteries promptly and when necessary.

2.36 Keep the exterior free from rubbish and recycling and place all rubbish and recycling containers in the allocated space for collection on the collection day. Rubbish and recycling containers should be returned to their normal storage places as soon as possible after the collection.

2.37 Take proper care of any shared facilities, and clean them as appropriate after use.

2.38 Keep the garden tidy and cut any grass regularly, but you do not have to improve the garden.

2.39 Inspect any smoke or carbon-monoxide alarms in the property regularly, replacing any batteries if necessary.

2.40 Tell us as soon as possible if a fault arises in the smoke or carbon-monoxide alarms.

2.41 Not remove any of the contents from the property without our written permission (which we will not unreasonably withhold).

2.42 Not make any alteration or addition to the property or the electric, gas or plumbing system or decorate or change the style or colour of the internal or external decoration, or erect or install any aerial, satellite dish or cable television without our written permission (which we will not unreasonably withhold). Any request for adaptations, auxiliary aids or services under the Equality Act 2010 must be made in writing to us.

2.43 Not damage the property, the fixtures and fittings, the contents or the electric, gas, or plumbing system.

### **Letters and notices**

2.44 Forward any notice, order, proposal or legal proceedings affecting the property or its boundaries to us promptly on receiving them.

2.45 Forward to us all correspondence addressed to the landlord at the property within a reasonable time.

### **Access to the property**

2.46 Allow us, our agent or our contractors to come into the property at all reasonable hours of the day to inspect its condition, perform repairs or improvements, or perform any other obligations that we must do by law. We will give you at least 24 hours' written notice if we are going to enter the property.

2.47 Let us enter the property immediately in an emergency.

2.48 Allow possible new tenants, valuers and buyers access to the property (on at least 24 hours' written notice) during the tenancy.

## **Key and alarm codes**

2.49 Permit us and our agent to hold a set of keys or any other security devices necessary to enter the property in an emergency.

2.50 Not change the alarm codes or door locks or have any duplicate keys cut without our written permission. If you lose your keys or other security devices needed to access the property, you are liable to meet our reasonable costs for replacement. This includes the cost of fitting any new locks that are needed.

## **Occupier's liability**

2.51 Verify the suitability of the property for you and members of your household including any gardens, fences, ponds or outbuildings, especially regarding the safety of pets and young children.

2.52 Take reasonable steps to protect guests and other visitors (especially children) from any hazards at the property, for example ponds, swimming pools, fences and electric gates.

## **3.0 We agree to:**

3.1 Allow you to quietly possess and enjoy the property during the tenancy without interruption from us.

3.2 Pay all assessments and outgoings regarding the property that are our responsibility.

3.3 Ensure that any gas supply and appliances we supply comply with the Gas Safety (Installation and Use) Regulations 1998 (as amended).

3.4 Ensure that the property's electrical installations comply with the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020.

3.5 Ensure that any furniture and equipment we supply comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).

3.6 Take reasonable steps to ensure that the property complies with the Homes (Fitness for Human Habitation) Act 2018.

3.7 Keep the gas, water, electricity, room-heating and water-heating installations in good repair and proper working order.

3.8 Keep in repair all mechanical and electrical appliances that form part of the contents (unless specifically excluded), unless the fault or failure is due to your act or failure to act.

3.9 Pay the service charges we are responsible for as specified in this agreement and any ground rent.

3.10 Keep the property insured against fire and other usual comprehensive risks as long as insurance cover is available on reasonable terms.

## **4.0 At the end of the tenancy**

4.1 At the end of the tenancy you agree to:

- give up the property with full vacant possession;
- give up the property, the contents and our fixtures and fittings in as good a condition as at the start of the tenancy (apart from fair wear and tear) and free from rubbish;
- allow us or our agent to enter the property with a surveyor to perform an inspection;
- leave the contents in the same position they were in at the start of the tenancy;
- return to us all sets of keys and other security devices and pay the reasonable costs of having replacement locks or other security devices fitted if not;
- remove all personal belongings including food and other perishable items; and
- give us or our agent a forwarding address at the end of the tenancy for easy administration and communication between the parties, including easy return of the deposit.

4.2 You agree to allow us to erect a 'to let' or 'for sale' sign at the property during the tenancy's last two months.

4.3 At the end of the tenancy, you will be invited to a check-out inspection at a mutually agreed time to assess the property's condition compared to the original Inventory and Schedule of Condition. If you do not keep to this appointment, then you agree to pay us or our agent any costs incurred in arranging a second check-out appointment. If you do not keep the second appointment, any assessment of the property's condition by us or our agent will be final and binding.

4.4 We will remove, store, sell or otherwise get rid of any furniture or goods that you do not remove from the property at the end of the tenancy. Normally we will store your furniture or goods for at least 14 days after the tenancy ends. However, we may dispose of any perishable, harmful or unpleasant items and any items that reasonably appear to us to be waste or refuse without having to store them. We may dispose of other items that have to be stored after this 14-day period if we reasonably think they are not worth selling because they are of little or no value (taking into account the likely costs and practicalities of a sale). We will not sell or get rid of remaining items without first contacting you to notify you, or if we cannot do so after taking reasonable steps to try to contact you. You are responsible for any reasonable costs we may have because of this. Likewise, we may make reasonable charges for storage. We are entitled to take the costs for storage from any money made from selling furniture or goods.

## 5.0 The deposit

5.1 The deposit will be held by \_\_\_\_\_.

5.2 The deposit will be protected in a Government-approved tenancy deposit scheme, namely \_\_\_\_\_.

We can transfer the deposit to another Government-approved tenancy deposit scheme or change the person who holds the deposit (unless it has been paid into a Government-approved custodial tenancy deposit scheme). If we do this, we will inform you in writing.

5.3 You will only receive interest on the deposit if it is paid into a custodial tenancy deposit scheme. If that happens, you will receive any interest that may be due under the scheme's terms and conditions.

5.4 You will get back the deposit when this agreement ends and you leave the property, as long as you have kept to all the conditions of the agreement. If you do not do so, we may take from your deposit:

- any rent or other money due or payable by you under the agreement of which you have been made aware and which remains unpaid after the tenancy ends;
- the reasonable costs of compensating us for, or for rectifying or remedying, any breach by you of your obligations under the agreement, including those on the cleaning of the property or its fixtures and fittings and the removal or storage of any goods that you leave behind when the tenancy ends;
- any unpaid bills or charges for electricity, gas, phone, water, communication services and Council Tax incurred at the property that you are responsible for under the agreement if we have incurred a loss because you have not paid;
- any damage or compensation for damage to the property or its fixtures and fittings or for missing items for which you may be liable, subject to an allowance for fair wear and tear, the age and condition of any such item at the start of the tenancy, and any insured risks and repairs that are our responsibility.

5.5 If the deposit is not enough, you must pay us the extra amount needed to cover all costs, charges and expenses properly due.

5.6 If you are all content to appoint a lead tenant to manage the deposit, then \_\_\_\_\_

is chosen to deal with the deposit on your behalf (jointly and separately) and on behalf of anyone who is not a tenant who paid towards the deposit. As soon as is practicable after the tenancy, we will return any deposit (less any agreed deductions or money still in dispute) directly to the lead tenant to be allocated as they see fit.

If no lead tenant is agreed, then as soon as is practicable after the end of the tenancy, we will return the deposit minus any agreed deductions or money still in dispute. A share of the deposit will go to each tenant or person paying towards the deposit individually. This share will be based on the amount of the deposit each of them paid at the start of the tenancy, less a share of any agreed deductions or money still in dispute.

5.7 If someone who is not a tenant has paid towards the deposit, you must provide their name and address below. Otherwise, you confirm that the only people who have paid towards the deposit are tenants.

Name	Address

## 6.0 Effect of termination

6.1 Termination of this agreement ends the tenancy but does not release you from any outstanding obligations or from any obligation that you breached before termination.

## 7.0 Serving notices and other prescribed information

7.1 If we need to serve any notice on you, including any notice that the law tells us we must give, we will deliver it by hand or send it to you by first-class post to the property address. This means that notices are served on you once they are put through your letter box, even if you do not receive them because you have moved. If you give us another address to send notices to, any notice served at that address will be valid if it is posted by first-class post or left at that address.

7.2 You agree that we may serve on you the How to Rent Guide, Gas Safety Inspection Report, Electrical Installation Condition Report, Energy Performance Certificate, and Prescribed Information regarding the Government-approved tenancy deposit scheme as in clause 7.1 or via email to the email address(es) you gave on page 2 of this agreement.

7.3 Any notices you need to serve on us can be sent by first-class post or delivered to our address at:

Alternatively you may email notices to:

7.4 Any notices sent in line with clause 7 will be treated as received:

- in the case of first-class post, two working days after service;
- in the case of email, on the next working day;
- if the notice is left at the property before 4.30pm on a working day, on the same day;
- if the notice is left at the property at any other time, on the next working day.

## **8.0 Ending the tenancy**

8.1 To end the periodic continuation of the tenancy, you must give us written notice that you intend to leave to the address or email address in clause 7.3.

The notice must end on the last day of the rental period and must be long enough to be considered valid. This means that for a tenancy where you pay the rent weekly, fortnightly or four-weekly, the notice period must be at least 28 days. If you pay the rent monthly, the notice must be at least one calendar month. To avoid doubt, notice served by one of you will end the periodic continuation of the tenancy for all of you.

8.2 We have the right to recover possession of the property by lawful means if:

- you fail to pay us rent 14 days after it is due, whether you have been asked for it or not;
- you (or any of you) become bankrupt;
- any of the grounds listed in Schedule 2 of the Housing Act 1988 apply (these include not paying rent, breaking a term of the tenancy and causing a nuisance or annoyance);
- the arrangements for us to repossess the property in section 21 of the Housing Act 1988 apply;
- the tenancy is not at that time an assured tenancy (including a shorthold) – for example, it is no longer the only or main home of the tenant or at least one of them if the tenancy is a joint tenancy.

This clause does not affect your rights under the Protection from Eviction Act 1977.

8.4 If you give us notice that you are going to leave the property before the fixed term of this agreement ends, you must pay our reasonable costs for reletting the property and continue to pay the rent in advance for each rental period until a new tenant moves in. We do not have to take back the property or the tenancy from you early unless we want to do so.

8.5 We give you notice that the property may be repossessed under ground 1 or ground 2 of Schedule 2 to the Housing Act 1988.

## **9.0 Conditions specific to a house in multiple occupation (HMO)**

9.1 You, permitted occupiers, and any guests you bring to the property must not impede us, our contractors or our agent in performing the duties imposed on us by legislation or a licence condition (if one applies). To avoid doubt, this includes refusing us, our contractors or our agent access at reasonable times to perform management duties.

9.2 You must ensure that any rubbish and recyclable waste is stored and disposed of in the appropriate container as instructed by the local authority.

9.3 You must inform us if the containers that we or the local authority have provided for waste disposal are insufficient to store all the waste from the property.

9.4 You must give us any reasonable information that we, our agent or the local authority require to perform HMO management duties.

9.5 You must comply with any reasonable requests or instructions that we, our agent or the local authority make to you in performing HMO management duties.



**Signed as an agreement**

**Between us, the landlord**

Signature \_\_\_\_\_

Name of signatory \_\_\_\_\_

Date \_\_\_\_\_

**And you, the tenant**

Name	Signature	Date