

# Assured Shorthold Tenancy Agreement



## Assured Shorthold Tenancy Agreement

For Letting a furnished/unfurnished property on an Assured Shorthold Tenancy under Part I of the Housing Act 1988 (as amended by the Housing Act 1996)

(This document should not be used to create a tenancy where an initial fixed term is to be for more than three years: you should consult a Solicitor, as such an agreement must be created by deed)

### Important:

This agreement contains the terms and obligations of the tenancy. It sets out the promises made by the landlord to the tenant and by the tenant to the landlord. These promises will be legally binding once an agreement has been signed by the parties and then dated. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to write this agreement using plain and clear language, it unavoidably contains some legal terms and references.

If either party does not understand this agreement, or anything in it, it is strongly suggested that you ask for an explanation before signing it. You might consider consulting a Solicitor, Citizen Advice Bureau or Housing Advice Centre

*If completing this Agreement by hand make sure all information inserted is readable*

The name of the address of the Letting Agent (if any) who arranged this tenancy is:

# Assured Shorthold Tenancy Agreement

## 1.0 Summary of Main Terms

1.1 Insert here, (only after this agreement has been signed by, or on behalf of, the parties) the binding DATE of this contract.

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1.2 NAME(s) of Landlord(s):

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1.3 ADDRESS for Landlord(s):

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Important: A landlord is required by law (for the purposes of section 47 and 48 Landlord & Tenant Act 1987) to provide a tenant with his address when making written demands for rent and if that address is not in England or Wales, provide an address in England and Wales at which notices (for the purposes of legal proceedings) may be sent or served on the landlord , by the tenant.

1.4 Alternative ADDRESS for Landlord (if applicable):

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1.5 NAME(s) of Tenant(s):

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1.6 ADDRESS of property to be let

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# Assured Shorthold Tenancy Agreement

## Summary of Main Terms

1.7 The Landlord lets the Property to the Tenant(s) for the Term at the Rent payable as set out below:

1.7(a) Initial FIXED TERM of tenancy will be:

1.7(b) Commencement DATE

1.7(c) Expiry DATE

1.8 RENT (per calendar month)

1.9 A security Deposit/BOND\* of  
(to be paid on or before the signing of this agreement)

1.10 Within 14 days of receiving a deposit the landlord or letting agent will ensure that the deposit is safeguarded in a tenancy deposit scheme established pursuant to Section 212 Housing Act 2004. The tenant will be provided with details in writing of where, and on what basis, the deposit money is placed.

## **2.0 Tenant(s) Responsibilities**

**PLEASE Note: These are things that the tenant agrees to do or not to do. It is important for the tenant(s) to understand what he/she must not do. If the tenant breaches or does not comply with any of those obligations, the landlord may be entitled to claim damages or compensation from the Tenant(s), or seek other legal remedies against the tenant(s), including the possibility of eviction.**

The TENANT (s) agree(s) to the following:

2.1 As joint and several tenants to be responsible and liable for all obligations under this agreement.

2.2 To pay the rent whether formally demanded or not and all other sums due to the landlord on time. Payments made by other persons on behalf of the tenant(s) will be considered as if payments from the tenant(s).

2.3 To occupy the premises as the tenant's only principal home.

2.4 To be held responsible for the fair net costs involved in carrying out repair to or maintenance of the premises and/or its fixtures or fittings where such action is required as a result of negligence, or significant breach of this agreement, or mis-use, by the tenant or his/her invited guests or visitors.

2.5 To be responsible for payment of Council Tax (or any other similar charges) in respect of the premises and any charges in respect of the use and supply at the premises during the tenancy of any telephone service, electricity, gas, oil, and any relevant fuels, water and environmental services etc.

2.6 To notify, at commencement of the tenancy, the local authority responsible for collection of council Tax and the suppliers of services or utilities to the premises of the tenant's liability for their charges and to have all such accounts transferred into the tenant's name for the duration of the tenancy.

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- 2.7 Where the tenant allows, either by default or payment or by specific instruction, the utility or other services to be cut off, either during, or at the end of the tenancy, to pay or be liable to pay, the costs associated with reconnecting or resuming those services.
- 2.8 Where Part 2 and Part 3 of the Housing Act 2004 applies to the premises, the Tenant (s) will be held responsible if he (they) or any other person (including children) living in or visiting the premises causes (a nuisance or annoyance to anyone or behave(s) in an anti-social manner).
- 2.9 To be held responsible if as Tenant(s) and any person living or visiting the property is convicted or any arrestable offence committed on the premises or local area where that area is subjected to Part 2 and Part 3 of the Housing Act 2004.
- 2.10 Not to tamper, interfere with, alter or add to the gas, water or electrical installations or meters, either in or serving the premises.
- 2.11 Not to change the supplier of domestic utilities or services referred to in the above clauses without prior consent of the landlord or his agent. Such consent will not be unreasonably withheld. Where such consent is given, the tenant undertakes to promptly provide the landlord or his agent with full details of the new supplier and account numbers etc.
- 2.12 If the tenant brings into the premises any gas appliances(s), he must ensure they are safe to use and are properly connected to the appropriate pipework in the premises by a suitably qualified CORGI engineer and to immediately stop using and move any such gas appliance which is, or becomes known to be, unsafe or dangerous to either the occupants of the premises.
- 2.13 Not use the premises, or knowingly allow them to be used, for illegal or immoral purposes and that includes the use of any illegal drugs which are or become prohibited or restricted by statute.
- 2.14 For the duration of the tenancy, to pay the appropriate terrestrial television license fee or satellite television charges (if any) for the use of any television, or associated broadcast receiving equipment (if any) on the premises.
- 2.15 To use the premises only as a single private residence for the occupation of the tenant and not to carry on any formal or registered trade, business or profession there.
- 2.16 Not to sublet, take lodgers or paying guests without the landlord or his agent's prior consent, and to accept that the landlord or his agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.
- 2.17 Not to assign the tenancy of the premises or any part of it without the landlord's prior consent, which will not be unreasonably withheld. The tenant will be liable for the reasonable fees and expenses incurred by the landlord in arranging any assignment granted.
- 2.18 To be liable at any time to reimburse the landlord or his agent any sums which the landlord or his agent is required to pay to the local authority in respect to Housing Benefit/Local Housing Allowance, which has been paid direct to the landlord or his agent on behalf of or by the tenant, and accepted in good faith, but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the tenant.
- 2.19 In the event of loss or damage by fire, theft, attempted theft, impact or other causes to the landlord's premises or its contents, to promptly inform the authorities as appropriate and the landlord or his agent as soon as is practicable. Subsequently to provide, as soon as practicable, full written details of the incident in order for the landlord or his agent to assess whether to make a claim on any relevant insurance policy.
- 2.20 Not to deliberately or negligently do anything, and to take reasonable and practicable steps not to allow anything to be done by invited guests or visitors, which leads to devastation, harm or ruin of the premises or its contents.

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- 2.21 Before leaving the premises empty or unoccupied for any continuous period in excess of 14 days, to notify the landlord or his agent in advance and fully co-operate and comply with any reasonable requirements or conditions relating to the security or safety of premises and its contents whilst being left empty or unoccupied.
- 2.22 Not to change, alter, add to or otherwise damage any locks or bolts on the premises (except in the case of an emergency) without the prior consent of the landlord or his agent. Such consent will not be unreasonably withheld. Where any new or additional locks or bolts are fitted to the property, the tenant must promptly provide the landlord or his agent with an appropriate set of keys.
- 2.23 During the tenancy, to take such reasonable precautions expected of a householder to keep the premises free of infestation by vermin, rodents or animal fleas. Where such infestation occurs as a result of action or inaction on behalf of the tenant(s), to be reasonable for appropriate costs in fumigating and cleaning any affected parts as appropriate and rectifying and or removing causes of such an infestation.
- 2.24 To take reasonable and proper care in the use of the premises, its fixtures and fittings and not to deliberately damage or alter the premises, its décor, fixtures and fittings either internally or externally.
- 2.25 Where the tenant, his invited guests or visitors are responsible by any action for any cracked or broken windows or door glass on the premises, to promptly repair or replace such glass to the required specification and be liable for the costs thereof.
- 2.26 To take care not to cause overload of the electrical circuits by the inappropriate use of multi-socket electrical adaptors or extension cables when connecting appliances to the mains electrical system.
- 2.27 To notify the landlord or his agent as immediately as is practicable of any defect, damage or disrepair which develops or occurs at the premises which might be, or might reasonably be expected to become, a hazard or danger to life or limb or to the fabric of the premises itself. The tenant must not carry out or authorise repairs himself except to take reasonable steps in an emergency to restrict or diminish such immediate dangers or damage.
- 2.28 Not to keep on, or bring to the premises, any inflammable or other material or equipment (apart from properly stored fuel or similar material in quantities appropriate for normal domestic use) which might reasonably be considered to be a fire hazard, or otherwise dangerous to the premises or the health of its occupants or of the neighbours.
- 2.29 Not to do anything at the premises (including the playing of excessively loud music), which is a nuisance or annoyance or causes damage to the premises or adjacent or adjoining premises or neighbours or might reasonably be considered to be anti-social behaviour.
- 2.30 During the last 28 days of the tenancy, upon a minimum of 24 hours prior to written notification, to permit the premises to be viewed during working hours and or at other reasonable times including at weekends by prospective tenants or purchasers who are authorised to do so by the landlord or his appointed agent.
- 2.31 To permit the landlord or his agent or authorised workman, from time to time upon a minimum of 24 hours prior to written notification (except in the case of emergency), to enter the premises during working hours and or at other reasonable times including at weekends, to inspect the premises, its fixtures and fittings, and to do work which might be required from time to time in order to fulfil obligations under this agreement or relevant legislation.

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2.32 To clean (or pay for the cleaning to) a good standard, the premises its fixtures and fittings, including the cleaning of any carpets, curtains, furniture items and upholstery, which have become soiled stained or marked during the tenancy. To provide upon request; receipts to the landlord or his agent to demonstrate compliance with this clause.

### **3.0 Landlords Responsibilities**

**PLEASE NOTE: These are the things that the landlord agrees to do or not to do. If the landlord breaches or does not comply with any of his obligations in this agreement or of his statutory obligations, the tenant may be entitled to claim damages or compensation from the landlord, or seek other legal remedies against the landlord.**

**The LANDLORD agrees to the following:**

- 3.1 To keep the premises and the landlord's contents (if any) insured for such sums and on such terms as the Landlord feels appropriate against fire and other risks normally covered by comprehensive household policy and any other such risks as the Landlord considers necessary from time to time.
- 3.2 Not to interrupt or interfere with the tenant's lawful occupation, enjoyment or use of the premises other than in an emergency or in the normal and lawful process of exercising or implementing the landlord's rights and obligations under this agreement and having provided at least a minimum of 24 hours prior written notification.
- 3.3 To comply with the requirements of section 11 of the Landlord and Tenant Act 1985 which imposes obligations on the landlord to repair the structure and exterior (including drains, gutters, and external pipes) of the premises; to keep in repair and proper working order the installations in the premises for 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 water, gas or electricity); to keep in repair and proper working order the installations in the premises for space heating and heating water. In determining the standard of repair required by the Landlord under this clause, regard shall be had to the age, character and prospective life of the premises and the locality in which it is situated.
- 3.4 Where the Landlord supplies a working burglar alarm with the premises at commencement of the tenancy; to keep it in working order and repair, but only where such a repair is not required due to negligence or misuse by the tenant, his invited guests or visitors.
- 3.5 To respond to complaints of anti-social behaviour and where appropriate take the necessary legal advice and action to either caution or evict where the alleged perpetrator(s) is the tenant(s) of the landlord, either under this agreement or otherwise.
- 3.6 To respond appropriately to a complaint from a member of the community, neighbour or any other person, regarding the alleged conduct of the tenant(s) or any other person (including children) living in or visiting the premises with respect to causing nuisance, annoyance or exhibiting activities of anti –social behaviour.
- 3.7 To comply with the Landlord's duties under the Housing Act 2004 and the conditions of any license issued under that Act and to take appropriate action to investigate and respond to complaints of anti-social behaviour where the alleged perpetrator(s) is/are the Tenant(s) and/or any person occupying or visiting the premises.
- 3.8 To take responsible steps to ensure that the Landlord's domestic gas and electrical appliances and other similar mechanical appliances in the premises for which he is responsible are safe, in proper working order and in repair both at commencement of, and during the tenancy, as may be necessary from time to time in order to comply with the Electrical Equipment (Safety) Regulations 1994, the Plugs and Sockets etc; (Safety)

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Regulations 1994.

3.9 The landlord confirms that he is the sole or joint owner of the leasehold or freehold interest in the premises and that all appropriate consents necessary for him to sign this agreement have been obtained.

3.10 Where a Landlord 's normal place of abode is not the United Kingdom he agrees to nominate a representative or appoint an agent to whom the rent due under this agreement shall be paid. If the Landlord fails to appoint such a representative or agent the Landlord agrees that the tenant will be entitled to deduct, and hold for payment to the Inland Revenue, basic rate tax from the rent as may be required by the Finance Act 1995 or subsequent similar legislation as it relates to non UK resident landlords.

## 4.0 Data Protection and Confidentiality

4.1 Letting agents may share details about the performance of obligations under this agreement by the landlord and tenant; and past, present and future known addresses of the parties, with each other, with credit and reference providers for referencing purposes and rental decisions; with Utility and Water Companies, local authority Council Tax and Housing Benefit departments, Mortgage lenders, to help prevent dishonesty, for administrative and accounting purposes, or for occasional debt tracing and fraud prevention. Under the Data Protection Act 1998 you are entitled, on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about you and have it amended if it is shown to be incorrect.

## 5.0 The Deposit

The deposit referred to in clause 1.10 will be held as security for and in respect of, the performance by the tenant of all obligations of the tenant in this agreement including (but not confined to) those set out in this Section (5); to pay for or to be used for:

- 5.1 Any damage, or compensation for damage, to the premises its fixtures and fittings or missing items for which the tenant may be liable , an allowance will be made for :
- (a) reasonable wear and tear and for the age and condition of each and any such item at commencement of the tenancy.
  - (b) the age and condition of any item at the commencement of the tenancy.
- 5.2 The reasonable costs incurred in compensating the landlord for; or for rectifying or remedying any significant breach of the tenant's obligations under this agreement, including those relating to the cleaning of the premises or of any fixtures and fittings.
- 5.3 Any sum which is or becomes repayable by the landlord or his agent to the local authority In respect to Housing Benefit , which had previously been paid directly to the landlord or his agent on behalf of the tenant named in this agreement.
- 5.4 Any unpaid utilities, environmental services or similar charges or after-charges, or any unpaid Council Tax , for which the tenant is liable.
- 5.5 Any rent or other associated charges lawfully due or payable by the tenant , pursuant to this agreement , of which the tenant has been made aware of , or ought to have been aware , and which remains unpaid after the end of the tenancy.

# Assured Shorthold Tenancy Agreement

## 6.0 SIGNATURES of the PARTIES

### IMPORTANT

This agreement contains the terms and obligations of the tenancy. It sets out promises made by the Landlord to the tenant and by the tenant to the Landlord. These promises will be legally binding once the agreement has been signed by both parties and then dated. You should read it carefully to ensure it contains everything you want and that you are prepared to agree to. Whilst every attempt has been made to compose this agreement using a plain and intelligible language, it inevitably contains some legal terms or references. **If either party does not understand this agreement, or anything in it, it is strongly suggested you asked for an explanation before signing it. You might consider consulting a solicitor, Citizen Advice Bureau or Housing Advice Centre.**

The terms and conditions of this agreement include those special or additional clauses (if any) set out in section 6, overleaf.

**SIGNED**

By, or for and on  
behalf of, the  
**LANDLORD(S)**

**SIGNED**

**TENANT(s)**

## 7.0 Special or Addition Clauses

7.1 The following are Special or Additional Clauses negotiated between the parties  
(Examples might be: clauses relating to Pets or Animals, Smoking, Break Clauses, Rent Review Clause, Permitted Occupiers, Additional Charges etc)

If there are no special clauses please draw a diagonal line through the blank space of this section: