

# ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a residential dwelling (C)

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## Important Notes for Tenants

- ♦ This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.
- ♦ Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually. Where the tenancy is subject to deposit protection then joint tenants may have to nominate a lead tenant to act on their behalf with the Landlord or Tenancy Deposit Scheme provider or their alternative dispute resolution service provider.
- ♦ If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

## General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
3. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
4. Section 11, Landlord and Tenant Act 1985 – these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. This agreement has been drawn up after consideration of the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements.

## More Information

For more information on using this tenancy agreement please refer to the 'Letting Information Point' on The Letting Centre website. Website address: [www.letlink.co.uk](http://www.letlink.co.uk)

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THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Acts

**Date:**

**Landlord(s):**

**Landlord's Agent:**   **Hazells Chartered Surveyors**  
                                  **The Annexe**  
                                  **Short Brackland**  
                                  **Bury St Edmunds**  
                                  **Suffolk**  
                                  **IP33 1EL**

*Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address*

**Tenant(s):**

**Property:**               **The dwelling known as:**

**Contents:**             **The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory**

**Term:**                 **For the term of twelve months**  
**commencing on**               **and thereafter continues as an agreed contractual periodic tenancy**

**Rent:**                 **£           Monthly**

**Payment:**           **in advance by equal payments Monthly on the    th of each month**

**Deposit:**             **A deposit of       is payable on signing this Agreement. It is protected by the following scheme:**  
**The Deposit Protection Service    [www.depositprotection.com](http://www.depositprotection.com)**

1.   The Landlord agrees to let, and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above

## **2. Deposit**

- (2.1)   The Deposit will be received and receipted by the Landlord/Agent to be passed on to and be held by the Deposit Protection Service (the DPS) in accordance with the terms and condition of the DPS. The terms and conditions of the DPS rules governing the protection of the deposit including the repayment process can be found at [www.depositprotection.com](http://www.depositprotection.com). The Tenant charges as security for the due performance by the Tenant of his obligations under this Agreement.
- (2.2)   Any interest which accrues to the deposit will be distributed in accordance with the terms and conditions of the Deposit Protection Service.
- (2.3)   The Deposit is held as security for the performance of the Tenant's obligations under this agreement and to indemnify the Landlord for any breach of those obligations. The Landlord may use the Deposit to compensate for the reasonable costs of any breach by the tenant of those obligations.
- (2.4)   Subject to clause 7.4 and any other deductions agreed between the Tenant and the Landlord/Landlord's Agent upon surrender of the Property by the Tenant in a good clean and undamaged condition (and in any case in a state not worse than its condition at the commencement of this tenancy fair wear and tear excepted) the Landlord or his Agent will return in full the Deposit lodged by the Tenant with the Landlord or his Agent at the commencement of this tenancy.
- (2.5)   The Deposit is not transferable by the Tenant in any way.
- (2.6)   In the event that the total amount due at the end of the tenancy exceeds the amount of the Deposit the Tenant shall reimburse the Landlord/Agent the further amount, within 10 days of the request being made.
- (2.7)   Payment to one of joint and several tenants shall be deemed to be the receipt of all persons named as Tenant and is valid discharge for the Landlord and Landlord's Agent.

**The Tenant agrees with the Landlord:**

**3. Rent & charges**

- (3.1) To make Payment of the Rent to the Landlord or the Landlord's Agent
- (3.2) To enter into direct contracts with the relevant authorities and pay promptly to the authorities to whom they are due, council tax, water and sewerage charges, gas, electric and telephone (if any) relating to the Property, where they are incurred during the period of the agreement, including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected. The Tenant agrees to notify the Landlord prior to changing supplier for any of the utility services stated above and agrees to not install pre-payment electrical or gas meters at the Property
- (3.2A) If the Property is served by a septic tank or sewage treatment plant the Tenant will bear the cost of emptying (as and when required) and the Landlord will be responsible for the servicing, repair and maintenance thereof
- (3.3) That in the case of a breach of the terms of the tenancy by the Tenant, a reasonable administration charge may be made in addition to the costs of any remedial work, in order to compensate the Landlord or Agent his reasonable expenses

**4. Use of the Property**

- (4.1) Not to assign, or sublet, part with possession of the Property, or let any other person live at the Property or any part thereof
- (4.2) To use the Property as a single private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so
- (4.3) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property
- (4.4) Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage, or annoyance to a person residing, visiting or otherwise engaged in lawful activity or the occupiers of the neighboring premises
- (4.5) Not to keep any cats or dogs at the property and not to keep any other animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbors) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord
- (4.6) Not to use the Property for any illegal or immoral purposes
- (4.7) Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the restrictions in the Headlease applicable to the Property
- (4.8) Not to carry on or permit to be carried on upon the Property anything which may make void or voidable any policy of insurance on the Property
- (4.9) Not to carry on or permit to be carried on any form of smoking whatsoever upon the Property

**5. Repairs**

- (5.1) Not to damage the Property and Contents or make any structural or other alterations or additions to the property without the written permission of the Landlord
- (5.2) To keep the interior of the Property and the Contents in good and clean condition and repair including carpets, curtains and upholstery and to make good all damage to the interior and effects arising, with fair wear and tear excepted, and to keep the Property reasonably aired and warmed
- (5.3) Not without prior written consent of the Landlord or his Agents to repaint repaper or otherwise decorate any part of the Property or any woodwork which at the commencement of the tenancy was unpainted or of natural wood finish
- (5.4) To pay the reasonable costs reasonably incurred by the Landlord or his Agent in replacing or repairing any furniture or other contents, lost, damaged or destroyed by the Tenant or, at the option of the Landlord, replace immediately any furniture or other contents, lost, damaged or destroyed by the Tenant, and not to remove or permit to be removed any furniture or other contents from the Property
- (5.5) That the Landlord or any person authorised by the Landlord or his Agent may at reasonable times of the day on giving 24 hours' written notice, (unless in the case of an emergency) enter the Property for the purpose of

inspecting its condition and state of repair. The Tenant shall permit the Property to be viewed on reasonable notice (of at least 24 hours) at all reasonable times during the final weeks of the tenancy

- (5.6) To keep the gardens (if any) driveways, pathways, lawns, hedges and rockeries in a good tidy and husband like manner and properly tended and not remove any trees or plants
- (5.7) To replace all broken glass in doors and windows damaged during the tenancy
- (5.8) Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord and the cost of providing a set of keys for the Landlord or his agent to be met by the Tenant
- (5.9) To notify the Landlord promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property
- (5.10) Not to affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause damage
- (5.11) To take all reasonable precautions to prevent damage by frost
- (5.12) In order to comply with the Gas Safety Regulations, it is necessary:
  - a) that the ventilators provided for this purpose in the Property should not be blocked
  - b) that brown or sooty build up on any gas appliance should be reported immediately to the Landlord or Agent
- (5.13) Not to cause any blockage to the drains, pipes, sinks or baths (and in particular flush disposable napkins or similar down the water closet)
- (5.14) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent
- (5.15) To be responsible for testing all smoke or carbon monoxide detectors (if any) fitted in the Property on a regular basis and replacing the batteries as necessary
- (5.16) To keep all electric lights in good working order and in particular to replace all fuses, bulbs, fluorescent tubes as and when necessary
- (5.17) Not to play or permit to be played stereo radio or television sets which are audible outside the Property
- (5.18) At all times to keep the oil tank (if the premises has oil fired central heating) replenished with the appropriate heating oil and prevent it from running out and at the termination of the tenancy to leave the same amount of oil in the tank as at the commencement of the tenancy which amount is set out in the Schedule of Condition and Inventory of the Property
- (5.19) Not to leave the Property unattended for more than seven days without notifying the Landlord or the Agent and to take every measure to ensure that the internal pipes are protected against damage by frost and at all times to keep and leave the Property properly secured
- (5.20) Not to make any holes in the interior walls without the written consent of the Landlord
- (5.21) To eradicate any vermin, pests, insects etc including their nests that may infest the Property including wasps, ants, moles, rats, mice, crawling insects etc.
- (5.22) To keep all chimneys swept as necessary (at least once every year) and at the end of the tenancy

## **6. Other tenant responsibilities**

- (6.1) Within seven days of receipt thereof, to send to the Landlord all correspondence addressed to the Landlord or the owner of the Property and any notice, order or proposal relating to the Property (or any building of which the Property forms part) given, made or issued under or by virtue of any statute, regulation, order, direction or by-law by any competent authority
- (6.2) To pay the Landlord fully for any reasonable costs or damage suffered by the Landlord as a consequence of any breach of the agreements on the part of the Tenant in this Agreement
- (6.3) Within the last two months of the tenancy to permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at reasonable hours in daytime to enter and view the Property with prospective tenants or purchasers, having first given the Tenant a reasonable period of notice
- (6.4) That where the Property is left unoccupied, without prior notice in writing to the Landlord or Agent, for a prolonged period, the Tenant has failed to pay rent for that period, has shown no intention to return, the Tenant is deemed to have surrendered the Tenancy. This means that the Landlord may take over the Property and re-let it

- (6.5) To properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended and where the Property is left vacant for more than 28 consecutive days and the rent is paid, to notify the Landlord or his agent, and to allow him access to the property in order to secure it where necessary
- (6.6) To pay any bank charges incurred by the Landlord resulting from dishonoured cheques or standing order mandates drawn by the Tenant for all Rent and other payments due to the Landlord
- (6.7) To pay interest at the rate of 3% over bank base rate per annum on any rent in arrears for more than fourteen days calculated from the rent due date until the date upon which it is actually paid in full

## **7. End of tenancy**

- (7.1) To return the Property and Contents at the end of the tenancy in no worse state or condition than as they were at the commencement of the tenancy as documented in the Schedule of Condition and Inventory
- (7.2) To leave the Contents at the end of the tenancy in the same places in which they were positioned at the commencement of the tenancy as documented in the Schedule of Condition and Inventory
- (7.3) To return the keys of the Property to the Agent on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Agent in securing the Property against re-entry where keys are not returned

## **8. The Landlord agrees with the Tenant that:**

- (8.1) The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent, however this does not preclude the Landlord from taking action through the courts should the Tenant fail to pay the rent due or be in breach of the Tenancy Agreement
  - (8.2) The Landlord will return to the Tenant any rent payable for any period during which the Property may have been rendered uninhabitable by fire or any other risk which the Landlord has insured
9. Subject to the condition that a Landlord must obtain a court order for possession of the Property before re-entering the premises; if the Tenant does not:
- (a) pay the rent (or any part of it) within 14 days of the date on which it is due; or
  - (b) comply with the obligations set out in the agreement,
- then the landlord may re-enter the Property and end the Tenancy.
10. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985
11. In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:
- "The Landlord" includes the persons who during the period of the tenancy have a legal interest in the property
- "The Tenant" includes those who might inherit the tenancy. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually. Joint and several liability means that any one of the members of a party can be held responsible for the full rent and other obligations under the agreement if the other members do not fulfil their obligations

## **12. Provided always and it is hereby agreed as follows:-**

- (12.1) Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home; or intends to occupy the Property as his or her only or main home
- (12.2) The tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988
- (12.3) Ownership of any personal effects left at the Property at the end of the tenancy and not claimed within two weeks thereafter shall immediately pass to the Landlord who shall be entitled (though not bound) to sell same for his own benefit
- (12.4) If the Tenant wishes to terminate this tenancy at the end of the fixed term or any time thereafter then in the normal course of events proper notice to terminate the tenancy should be given by the Tenant to the Landlord not less than one calendar months' notice such notice to be in writing terminating the tenancy either at the end of the fixed term or on the day before the rent payment day thereafter

(12.4A) If the Landlord wishes to terminate this tenancy at the end of the fixed term or any time thereafter then in the normal course of events proper notice to terminate the tenancy should be given by the Landlord to the Tenant of not less than two calendar months' notice such notice to be in writing terminating the tenancy at either the end of the fixed term or at least two calendar months from the date of service of the notice thereafter

(12.5) The Landlord hereby notifies the Tenant pursuant to The Landlord and Tenant Act 1987 Section 48 that notices (including notices in proceedings) may be served by the Tenant on Hazells Chartered Surveyors as Agents for the Landlord at The Annexe, Short Brackland, Bury St Edmunds, Suffolk IP33 1EL

13. The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto

**THE FIRST SCHEDULE** (*attach a separate sheet if necessary*)

**Special conditions:**

See Separate Sheet

This tenancy agreement is prepared in conjunction with a Schedule of Condition and Inventory of the Property.

**SIGNED by the LANDLORD(s) :-**  
(or the Landlord's Agent)

**In the presence of :-**

Name: \_\_\_\_\_

Address: \_\_\_\_\_ c/o Hazells Chartered Surveyors

\_\_\_\_\_ The Annexe, Short Brackland

\_\_\_\_\_ Bury St Edmunds IP33 1EL

Occupation: \_\_\_\_\_

Witness Signature \_\_\_\_\_

**SIGNED by the TENANT(s) :-**

**In the presence of :-**

Name: \_\_\_\_\_

Address: \_\_\_\_\_ c/o Hazells Chartered Surveyors

\_\_\_\_\_ The Annexe, Short Brackland

\_\_\_\_\_ Bury St Edmunds IP33 1EL

Occupation: \_\_\_\_\_

Witness Signature \_\_\_\_\_

## **FIRST SCHEDULE** (Special Conditions under DPS Deposit Protection Scheme)

### **The tenancy deposit**

The Deposit of £ is paid by the Tenant to the Landlord/Agent

The Deposit is held by the Deposit Protection Service as Agent

Any interest earned will be allocated by the DPS in accordance with the Terms and Conditions which can be found at

[www.depositprotection.com/Documents/terms-and-conditions.pdf](http://www.depositprotection.com/Documents/terms-and-conditions.pdf)

The Deposit has been taken for the following purposes:

Any damage, or compensation for damage, to the Property its fixtures and fittings or for missing items for which the tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlord.

The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the tenancy agreement, including those relating to the cleaning of the Property, its fixtures and fittings.

Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable.

Any rent or other money due or payable by the tenant under the tenancy agreement of which the Tenant has been made aware and which remains unpaid after the end of the tenancy.

### **Protection of the deposit**

The Deposit is safeguarded by the Deposit Protection Service, which is administered by:

The Deposit Protection Service Ltd, The Pavilions, Bridgwater Road, Bristol. BS99 6AA

Telephone: 0844 4727 000

Email via website: [www.depositprotection.com](http://www.depositprotection.com)

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

- (i) The Landlord/Agent must tell the Tenant within 10 working days of the end of the tenancy if they propose to make any deductions from the Deposit
- (ii) If there is no dispute the Landlord/Agent will apply to the DPS for the payment of the Deposit or any balance of it which will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit by submission of the Joint Deposit Repayment Form. This can be initiated by either the Landlord/Agent or the Tenant.
- (iii) The Tenant should inform the Landlord/Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord/Agent as due from the deposit within 10 working days of receipt from the Landlord/Agent written notification of any proposed deductions. The Alternative Dispute Resolution ("ADR") may regard failure to comply with the time limit as a breach of the rules of the DPS and if the ADR is later asked to resolve any dispute may refuse to adjudicate in the matter.
- (iv) If, after 10 working days following notification of a dispute to the Landlord/Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to clause v below) be submitted to the ADR for adjudication. All parties agree to co-operate with the adjudication.
- (v) The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by the clauses above.