

# **ASSURED SHORTHOLD TENANCY AGREEMENT**

**For letting residential dwelling house**

**Property Address....**

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**For letting residential dwelling house**

**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 111 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.**

**N.B. A Notice of assured shorthold tenancy need no longer be served on the Tenant for new tenancies created on or after February 28 1997**

**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 Act 1988 as amended by part 111 of the Housing Act 1996.**

Initials: \_\_\_\_\_

**Date:** XXXXX

**Landlord(s):** XXXXXX

**Landlord(s)  
Address:** XXXXXX,

**Landlords Agent:** Aspect Sales & Lettings Limited  
114 Tooting Bec Road,  
Tooting Bec,  
London,  
SW17 8BQ

**Note:** Any notice under Landlord and Tenant Act 1987, S48 can be served at the  
above address

**Tenant (s):** XXXXX

**Property :**

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

**Term:** 12 MONTHS FROM AND INCLUDING 00<sup>nd</sup> February XXXX  
UNTIL AND INCLUDING THE 00<sup>st</sup> February XXXX  
This agreement subject to termination by either party upon giving 2 months  
notice in writing effective from the rent due date. This notice can only be given  
after completion of 4 months of this agreement

**Rent:** £XXXXXX PER CALENDAR MONTH

**Payment:** OF £XXXX ON OR BEFORE THE 22<sup>nd</sup> DAY  
OF EVERY CALENDAR MONTH

**Deposit :** The sum of £ xxxxx will be held by XXXXXXXXX

The holder of the Deposit will register the Deposit with and provide other required  
information to a Tenancy Deposit Protection Scheme provider within 14 days of the  
commencement of the Tenancy and provide proof to the Tenant of compliance. If the  
holder of the Deposit fails to provide proof within 14 days the tenant should take  
independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other

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**housing advisory service.**

- 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. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to compensate the landlord for**

**A 1.1 Any damage, or compensation for damage, to the premises 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.**

**A 1.2 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 premises, its fixtures and fittings.**

**A 1.3 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.**

**A 1.4 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.**

**At the end of the tenancy**

**A 1.5 The Landlord must tell the tenant within 10 working days of the end of the tenancy if they propose to make any deductions from the deposit**

**A 1.6 If there is no dispute the Landlord will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the deposit.**

**A 1.7 The Tenant must inform the Landlord in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 10 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The Dispute Resolution Examiner may regard failure to comply with the time limit as a breach of the rules and if is later asked to resolve any dispute may refuse to adjudicate in the matter.**

**A 1.8 If, after 10 working days following notification of a dispute to the Landlord 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 tenant will have to inform the Dispute Resolution service of the Tenancy Deposit Protection provider selected by your landlord completing the Deposit Dispute Claim Form which can be downloaded from the providers website**

**A 1.9 The deposit amount disputed will be remitted to Tenancy Deposit Protection provider by the Agent within 10 days of being requested by them**

**The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses above**

**3. The Tenant agrees with the Landlord:**

- (3.1) To pay the Rent on the days and in the manner specified to the Landlord's Agent**
- (3.2) To pay promptly to the authorities to whom they are due , council tax and outgoings (including water and sewerage charges, gas, electric, light and telephone (if any) relating to the Property) , 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**
- (3.3) Not to damage or injure the property or make any alteration or addition to it. Any redecoration is to be made only with the prior consent of the Landlord or his Agent**
- (3.4) Not to leave the property vacant for more than 30 consecutive days and to properly secure all locks and bolts to the doors , windows and other openings when leaving the property unattended**
- (3.5) To keep the interior of the property and the Contents in good and clean condition and complete repair and to keep the property at all times well and sufficiently aired and warmed during the tenancy**
- (3.6) To immediately pay the landlord or his Agent the value of replacement of any furniture or effects lost damaged or destroyed or at the option of the landlord, replace immediately any furniture or effects lost damaged or destroyed , and not to remove or permit to be removed any furniture or effects from the Property**
- (3.7) To yield up the property and contents at the expiration or sooner determination of the tenancy in the same clean state or condition as they shall be in at the commencement of tenancy**
- (3.8) To pay for any cleaning services that may be required to reinstate the property to the same order that it was provided at the commencement of the tenancy including the washing or cleaning of all linen , bedding , carpets and curtains which shall have been soiled during the tenancy**
- (3.9) 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**
- (3.10) That the Landlord or any person authorised by the Landlord or his Agent may at reasonable times of the day on giving 24 hours' notice (unless in the case of an emergency) enter the property for the purpose of the viewing , inspecting its condition and state of repair or for the purpose of repair or repainting**
- (3.11) Not to assign, or sublet, part with possession of the property, or let any other person live at the property**
- (3.12) 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**
- (3.13) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the property**
- (3.14) 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 the landlord or to the occupiers of the neighbouring premises, or which may void any insurance of the property or cause the premiums to increase**
- (3.15) Not to keep any animals or birds on the property without the landlord's written consent such consent if granted to be revocable at will by the landlord**
- (3.16) To keep the garden (if any) neat and tidy at all times and not remove any trees or plants**
- (3.17) To replace all broken glass in doors and windows damaged during the tenancy**

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- (3.18) 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
- (3.19) Not to use the property for any illegal or immoral purposes
- (3.20) 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 form part) given made or issued under or by virtue of any statute, regulation, order, direction or bye - law by any competent authority
- (3.21) To pay all fees expenses and costs (including solicitor's counsel's and surveyor's fees) incurred by the Landlord in preparing and serving a notice or schedule on the Tenant of any breach of any of the covenants on the part of the Tenant herein contained
- (3.22) To notify the Landlord promptly after any event which causes damage to the property or which may give rise to claim under the insurance of the property
- (3.23) Not to glue stick or otherwise fix anything whatsoever to the exterior or interior of the property without the Landlord's written consent
- (3.24) To take all reasonable precautions to prevent damage by frost
- (3.25) 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. A copy of the Headlease, if applicable, is attached
- (3.26) 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
  - c) that regular maintenance be carried out every 12 months . The Tenant is required to allow entry for this purpose and will be issued with a certificate that such work has been completed
- (3.27) 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
- (3.28) To check the inventory and Schedule of Condition of Premises as provided by Aspect properties at the commencement of the tenancy and within 2 days of the commencement of the tenancy to return the Inventory and Schedule of Condition to the Landlord having first appended thereto (if applicable) any additions, deletion or amendments as the Tenant considers appropriate. Should not such annotated copy of the said Inventory and Schedule of Condition have been received from the Tenant within the specified time, the original Inventory and Schedule of Condition as held by Aspect properties shall be deemed to be a true and accurate record of the condition of the Premises and the contents thereof.
4. The landlord agrees with his tenant that:
- (4.1) Provided the Tenant shall pay the rent and perform the agreements on his part already referred to, the Landlord shall permit the Tenant to have quiet enjoyment of the property without interruption by the Landlord or his Agent
- (4.2) 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.
5. The landlord may re-enter the property and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord if the tenant has not

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complied with any obligation in this Agreement or should the Rent be in the arrears by more than fourteen days whether formally demanded or not

6. The landlord agrees to carry out any repairing obligations as required by sections 11-16 of the Landlord and Tenant Act 1985
7. In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:

“The Landlord” includes the persons for the time being entitled to the reversion expectant on determination of the tenancy

“The Tenant” includes the successors in title. Whenever there is more than one Tenant covenants and obligations can be enforced against all of the Tenants jointly and against each individually

8. The parties agree

(8.1) 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.

(8.2) Any notice served by the Landlord on the Tenant shall be sufficiently served if sent by standard first or second class post to the Tenant at that property or the last know address of the Tenant or left addressed to the Tenant at the property

9. The property is let together with the special conditions (if any) listed in the first Schedule attached here to

## **THE FIRST SCHEDULE (SEE INVENTORY)**

### **RIDER A**

1. The tenancy is joint and several to all named on the Tenancy Agreement.
2. The tenants agree not to sublet or allow long term visitors to remain at the property.
3. The tenants agree not to utilise any monies held as deposit as part or full payment for any months rent.
4. The tenants would be responsible to register and pay for the council tax as assessed by the local authority.
5. Should the tenants vacate the property before the expiry of the term agreed, the tenants would have to meet all reasonable costs incurred in procuring new tenants including agents fees and any loss of rent suffered by the owner within the agreed term.
6. It is the tenant’s responsibility to ensure that future rent payments or part payments are paid on time. If a standing order is signed the tenants must check with the bank to ensure the standing order has been received and established. There will be a £30 penalty each time a rent payment is late. However, should the rent remain in arrears for more than 14 days, interest calculated at 4.5% above Lloyds base rate calculated from the date upon which such rent was due whether paid by standing order, cheque or otherwise to be paid to the date upon which it is actually paid will become payable.
7. For the period of 2 months immediately before the determination of the Tenancy at reasonable hours to permit the Landlord or the Landlords Agents to enter and view the premises with prospective tenants.
8. Should the tenants wish to use the alarm, it will be their responsibility to ensure it is working and serviced.

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9. This property is let on the understanding that this is a non-smoking property and the Tenants agree not to permit any persons including themselves to smoke in the property.

**I/We confirm that in signing this Agreement we are aware that we should not alter the gas supply piping within the property in any way whatsoever.**

**I/We are also aware that if we have any of our own gas appliances fitted or altered in anyway, then a Corgi registered gas plumber should be used and the landlord informed of our intentions immediately so that a further gas safety check can be carried out.**

**I/We also understand that we are liable to reimburse the landlord for the cost of this gas safety check if it is due to the fitting or alterations of our own appliances.**

**SIGNED BY THE TENANT(S):-**

Name: **XXXXXXXXXX** Signed \_\_\_\_\_ Date : \_\_\_\_\_

Name: **XXXXXXXXXX** Signed \_\_\_\_\_ Date : \_\_\_\_\_

**SIGNED by the LANDLORD (S):..... DATE .....**

**(Or witnessed by Aspect Sales & Lettings Ltd NAME:  
FOR AND ON BEHALF OF THE OWNER**

Initials: \_\_\_\_\_