

AGREEMENT
Assured Shorthold Tenancy - Under Part I of the Housing Act 1988
as amended under Part III of the Housing Act 1996.

Generally

1. This agreement is intended to create an Assured Shorthold Tenancy in accordance with Section 19A of the Housing Act 1988, as inserted by Section 96 of the Housing Act 1996.
2. This agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985, where applicable to this tenancy. This makes provision for the landlord to repair the structure and exterior of the premises and certain installations in the premises.
3. The landlord is the person or persons stated, or any person entitled to possession if the tenancy were to end.
4. The tenant is the person or persons stated, or any person deriving title under the tenant.
5. Where either party is two or more people, their obligations and liabilities, under this agreement are joint and individual. Where his or he appears read his/her or he/she.
 - Joint tenants are responsible for filling any vacancies which may arise
 - Joint tenants are each liable for the whole rent of the property
 - Joint tenants do not each have a different part of the Property; they are all equally entitled to share exclusive possession of the whole of it.
 - Joint tenants are responsible for deciding who occupies each bedroom and for cleaning the common parts of the Property
6. The premises are the dwelling stated, together with any outside space or garden and, where applicable, the Landlords fixtures and fittings in the premises or as stated in the inventory (if any).
7. Where the context admits:-
 - "The Landlord" includes the persons for the time being entitled in reversion expectant on the tenancy
 - "The Tenant" includes the persons deriving title under the Tenant
 - References to the Property include references to any part or parts of the Property and to the Fixtures, Furniture and Effects or any of them.

8. Communal areas

Where the premises are only part of a building, the tenant will have access (in common with others) to appropriate access ways and hallways or other shared facilities, but only to the extent that the landlord can lawfully grant the same.

9. Deposit

- The security deposit will be forwarded to Tenancy Deposit Solutions.
- The deposit as specified shall be paid by the tenant on the signing of this agreement and is to be held by the landlord for the duration of the tenancy as security against the joint tenants' failure to pay the rent or non performance of his obligations laid down within this agreement. This includes any breach by the tenant of his obligations as to the cleaning of the premises, the cleaning of any fixtures and fittings therein, the return of all keys, any unpaid accounts for utilities at the property e.g. electricity, any damage or compensation for any damage to the property for which you as a tenant may be responsible, subject to an allowance being made for fair wear and tear
- The deposit is not to be used by the tenant towards the final rent payment. The deposit will be returned to the tenant (without interest and less any relevant deductions) within a reasonable period of the termination of the tenancy and the vacation of the premises, after taking off any monies due to the landlord, but if the monies due are more than the deposit, the tenant must pay any excess to the landlord within 14 days of written demand.
- Any dispute arising in relation to the deposit will be resolved by reference to the rules prevailing in respect of the Tenancy Deposit Scheme.

10. Guarantors

A guarantor is necessary for each tenant under this contract

9. Forfeiture

Where the rent, any part of it, or any other sum due from the tenant under this agreement, is in arrears of fourteen days or more after it has become due (whether legally demanded or not), or where there is a breach of any of the obligations on the part of the tenant, the landlord may re-enter the premises (or any part thereof) and the tenancy will immediately be determined without

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prejudice to any other rights and remedies of the landlord. This is subject to any statutory restrictions on the landlord's power to do so. A court order will be required if anyone is residing at the premises.

10. Interest on payments in arrears and other costs

Where the rent or any other sum due from the tenant, under this agreement, is in arrears (whether legally demanded or not), the outstanding sum shall be subject to interest from the date when the same became due until the date of payment, at 8% . The tenant shall pay the landlord's reasonable admin costs associated with chasing late or failed rent or other payments due under this agreement. Should rent remain unpaid for 28 days without written agreement with the landlord, the landlord reserves the right to pass the details on to a Debt Collection Agency and the tenant shall pay all cost then incurred.

11. Rent

The tenant will pay the rent in the manner and at the times specified within this agreement

12. Misuse

The tenant will use the premises in a tenant like manner only as a private dwelling house and will not (nor allow others to) use it for any improper, immoral or illegal purposes.

13. Damages

- The tenant will not (nor allow others to) cause any damage or injury to the premises, but will preserve the premises in the same condition that they were given over to the tenant, reasonable wear and tear excepted.

- To keep the premises clean and tidy during the tenancy and to preserve all furniture, fixtures, fittings and effects from being destroyed or damaged and to make good for the repair or replacement (with articles of a similar kind and value excepting only fair wear and tear). The Tenants attention is drawn to the condition of mattresses, upholstered furniture, carpets and curtains, at the beginning of the tenancy that shall be agreed with the Landlord, to ensure that on termination of the tenancy there is no dispute with regard to soiling, cigarette burns or other damage. In such circumstances, total replacement with new or similar fire safety approved articles will be demanded without allowance for wear and tear. In these circumstances the damaged article will become the property of the tenants on replacement.

14. Noise and nuisance

The tenant will not (nor allow others to) cause annoyance or disturbance to the landlord, other tenants or any neighbours.

15. Trades

The tenant will not (nor allow others to) carry out any profession, trade or other business on the premises.

16. Insurance

The tenant will not (nor allow others to) do anything which may make void (or increase the premium of) any relevant insurance policy.

17. Assignment, subletting and sharing

- The tenant will not (nor allow others to) assign, sublet, part with possession of the premises in any way or receive paying guests on the premises.

- Tenants who wish to leave a tenancy before the end of the tenancy as set out by the dates of this agreement are required to find a suitable replacement tenant to take over their full commitment under this agreement. Tenants are reminded that they are bound by the terms and conditions of this agreement until such time as they have a replacement signed to this agreement in place of them this includes all obligations to pay monies due under this agreement i.e. rent, bills etc. The departing tenant will be liable to pay all reasonable costs that the landlord incurs in effecting rent, bills etc. The departing tenant will be liable to pay all reasonable costs that the landlord incurs in effecting the change of tenant. Changes of tenant cannot be made where the term has less than 6 months left till its end.

20. Alteration of premises

- Without the express written permission of the landlord, the tenant will not (nor allow others to), place or attach any pictures, paintings, posters or the like on the interior of the premises.
- Without the express written permission of the landlord, the tenant will not (nor allow others to), place any signs, notice board or other advertisements or the like on the exterior of the premises.
- Without the express written permission of the landlord, the tenant will not (nor allow others to), remove any of the items specified in the inventory (if any) or any of the landlord's possessions, from the premises.
- Without the express written permission of the landlord, the tenant will not (nor allow others to) change any of the decorations, furnishings or any of the fixtures or fittings, (where applicable), nor permit Cable television or similar installation.
- The tenant will not (nor allow others to) make any alterations to the premises.
- The tenant will not damage or injure the Property or make any alteration in or addition to it and make good (or, if required by the Landlord, to pay for) all damage to the Premises howsoever caused and to the Building caused by the act or omission of the Tenant or of any other person residing with or visiting the Tenant.

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- The tenant will preserve the Fixtures, Furniture and Effects from being destroyed or damaged and not remove any of them from the Property, and make good or replace (or, if required by the Landlord, to pay for) all items of the Fixtures and Fittings which may, from whatever cause, be lost, stolen, broken, damaged or destroyed during the Term.
- The tenant will deliver up the Premises and the Fixtures and Fittings at the determination of the Term to the Landlord in a clean and tidy condition and in accordance with the Tenant's obligations under this Agreement.
- The tenant will not part with or share the possession of the Premises with persons other than those specified by name in this Agreement.
- The tenant will not do or permit or suffer in or upon the Property or any part thereof any sale by auction or any illegal or immoral act or thing which may be or become a nuisance or annoyance or cause damage to the Landlord or the occupiers of any part of the Property or of any adjoining or neighbouring premises.
- The tenant will not do or suffer to be done on the Property anything which may be or become a nuisance or annoyance to the Landlord or the Tenants or occupiers of any neighbouring or adjoining premises or which may vitiate any insurance of the Property against fire or otherwise or increase the ordinary premium for such insurance.

21. Pets

Without the express written permission of the landlord, the tenant will not (nor allow others to), keep or allow pets of any kind on the premises. Any permission which is given, may be cancelled by the landlord. All soft furnishings will need to be replaced in the room that the pet is kept and the room redecorated.

22. Pests

If you experience any kind of vermin in the property within the first 2 weeks of your tenancy, the Landlord will be responsible for the treatment of this. After this period of time, it becomes the responsibility of the tenant.

23. Cleaning and maintenance

- The tenant is responsible for ensuring for clearing all blockages and obstructions all baths, sinks, lavatory cisterns, drains, gutters, pipes, chimneys, and the like (where applicable) where these are caused by negligence or misuse by tenants
 - The tenant is responsible for the maintenance of any garden areas and for keeping such areas neat and tidy and free from weeds, with any grass kept cut.
 - The tenant shall keep the interior of the premises in good repair and condition and in good decorative order
 - The tenant is responsible for the cleaning of any carpets, curtains, furnishings or other items listed in the inventory (if any).
 - The tenant is responsible for the cleaning of the windows and for immediately replacing any broken glass.
- Should the breakage be as a result of criminal damage, the tenant is required to report the matter to the police and provide the landlord with the crime reference number

24. Supplies

The tenant is responsible for informing the relevant Authorities and for the payment of bills generated for the supply and consumption of any services such as Gas, Electricity, Telephone, Water etc. The tenant will not do anything that may cause the disconnection of any of these supplies.

The tenant will not change any supplier for gas, electricity, etc without prior written consent of the landlord

25. Council tax

The tenant is responsible for performing his obligation (under the Local Government Finance Act 1992 or regulations made thereunder) to pay Council Tax (or any similar tax or levy).

26. TV license

The tenant will pay the TV license fee for the tenancy period.

Rights of access

27. The tenant will allow the landlord (or his agent) access to the premises at reasonable hours, to inspect the premises and effects therein and to carry out any works the landlord deems necessary.
28. The tenant will allow the landlord (or his agent) access to the premises at reasonable hours during the tenancy, to show the premises to prospective tenants or at any time to show the premises to a prospective purchaser or anyone acting on his behalf.
29. The tenant will permit the Landlord and the Landlord's agents and any other persons authorised by the Landlord on prior notice to enter the Premises (with or without workmen and with all necessary equipment) for any or all of the following purposes:

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- to examine the condition of the Premises or the Building or any adjoining or neighbouring property
- to repair, maintain, alter, improve or rebuild the Premises or the Building or any adjoining or neighbouring property
- to examine or to repair, maintain or replace the Fixtures and Fittings
- to comply with any obligation imposed on the Landlord by law

Unattended property

30. Whenever the premises are left unattended the tenant must fasten all locks to all doors and windows and activate any burglar alarm provided, to avoid unauthorised access to the premises. The tenant should notify the landlord if he intends to leave the premises vacant for a period in excess of 28 consecutive days.

31. Comply with the following clause which forms part of the Property insurance policy document:-

"If the Property is LEFT UNOCCUPIED during the period November to March inclusive, all water and central heating systems must be drained off if a central heating system is not being left in operation."

To meet this requirement, it is the "Joint Tenants" responsibility to ensure that if a central heating system is not being left in full operation (e.g. on a timer switch) a qualified plumber is paid by them to drain the water and central heating systems. If these conditions are not complied with, the Insurance Company will not pay for damages (e.g. to the Property or its contents) and the "Joint Tenants", under Clause 9, will be responsible for all such damages.

Vacation of premises

32. The tenant will return the premises to the landlord at the end of the tenancy in the same condition and state of repair as at the commencement of the tenancy, reasonable wear and tear and accidental damage by fire or any other risk against which the landlord has effected insurance excepted.

33. The tenant will clear all his own personal effects and any rubbish from the premises on or before the end of the tenancy.

34. The tenant will return all the keys for the premises, to the landlord, at the end of the tenancy. The property needs to be vacated by 12.00 pm on the last day of the tenancy. All keys will be returned to the office and a receipt obtained for these, otherwise the tenant will be charged for the non-return.

35. The property should be cleaned to a professional standard at the end of the tenancy. The landlord reserves the right to have the property re-cleaned if it has not been done to a satisfactory standard.

Quiet possession

36. The landlord agrees with the tenant that subject to the tenant paying the rent and observing and performing the obligations on the part of the tenant may quietly possess and enjoy the premises during the tenancy without any interruption from the landlord or any person claiming under or in trust for the landlord.

Gas safety regulations

37. The landlord is responsible for the service and maintenance of any gas heating system and for ensuring that all gas appliances within the premises are annually certified by a British Gas or CORGI registered technician, in accordance with The Gas Safety (Installation and Use) Regulations 1994.

Furniture safety regulations

38. The landlord is responsible for ensuring that any furniture supplied by the landlord complies with The Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended (but subject to the transitional provisions of those regulations).

Keys

39. Not make or have made any duplicate keys to the Property nor to replace nor add any new locks on any doors or windows in or about the Property without the previous written consent of the Landlord

Houses In Multiple Occupation Legislation

40. The tenants shall keep in good working order all fire doors, smoke alarms, fire extinguishers and fire blankets etc as the Landlord has provided in line with the HMO legislation, The tenant has a duty and responsibility not to frustrate the efforts of the landlord in complying with the conditions of the licence and that the tenant must allow access at all reasonable times to ensure compliance

Anti-social Behaviour Policy

41. The tenant must make sure that he and those who live with or visit him do not harass, annoy or cause a nuisance or do anything likely to harass, annoy or cause a nuisance to: anybody, because of his or her race or ethnic background.

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anybody who lives or works in the local area.

any of the landlord's employees, the landlord themselves or people acting on behalf of the landlord.

42. The tenant must make sure that you are not convicted of, and make reasonable effort to ensure that his visitors or members of the household are not convicted of: -
 using or allowing the use of the premises for immoral or illegal purposes.
 any serious or arrestable offence committed in the local area.
 using controlled drugs or other controlled substances.
43. Please be aware that smoking is not permitted anywhere in the property. It is also an offence to smoke in shared areas of rented property
44. The tenant shall occupy the premises as principally a domestic residence only and shall not carry out or permit to be carried out any profession, trade or business on the premises, or do anything which is likely to cause nuisance or unreasonable disturbance to neighbours or users of the locality.

Right to Rent

45. To the best of the tenants' knowledge, all information which they have provided is true, accurate, and honest. Under the terms of the right to rent scheme, should any information come to light which suggests that the tenant does not have the right to rent in the UK, a report will be made to the Home Office.

Other

46. Give the Landlord immediate written notice of any damage, destruction, loss or happening to the Property or the Contents howsoever caused.
47. Forward forthwith to the Landlord any correspondence addressed to him which is delivered to or left at the Property or has otherwise come to the attention of the Tenant.
48. Not cause or permit any offensive or inflammable materials to collect in the premises and not use or permit to be used on the Premises any heater the fuel of which is of a dangerous nature.
49. As the legal "Responsible Person" specified in Section 2(1) of Gas Safety Regulations (81199812451), comply with the relevant statutory duties and responsibilities contained in S34 and 37 of S11998/2451 (See clause 4.20)
50. Not bring into property any Furniture or Furnishings which does not comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).
51. Not to have a water meter fitted where one is not already installed.
52. To utilise all exterior door locks at all times and be responsible for damage caused by intruders where such locks have not been fully utilised.
53. This Agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985 if applicable to the tenancy.
54. The Landlord reserves the right to retain keys for the Premises

Definitions

55. Any reference to the premises includes a reference to any part of the premises. Any reference to the tenancy or the term includes any extension or continuation of the term and any statutory periodic tenancy. Any reference to any items specified in the inventory (if any) or the fixtures and fittings is a reference to any of them. Any reference to any statutory enactment or regulations includes a reference to any amendments or modifications to the same.

Notices

56. The provisions of Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 relating to the service of notices, apply to any notice authorised or required to be served under this Agreement or any Statutory Provision relating to the tenancy.

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