

WARNING: This is a legally binding document, Sign it only after you have read it completely (All 4 pages) & after taking independent advice if you so wish.

# ASSURED SHORTHOLD TENANCY AGREEMENT

for a furnished (unfurnished) dwelling house

Reference to the word 'Landlord' in this Agreement will include an Agent or any other person acting on behalf of the Landlord  
Reference to 'Tenant' in this Agreement will include all relevant persons named within or associated with making this Agreement

**A**

LANDLORD NAME: .....

LANDLORD ADDRESS: .....

LANDLORD TEL NO:..... EMAIL:.....

**B**

TENANT(S)

(1).....(2) .....

(3).....(4) .....

(5).....(6) .....

**C**

TENANCY The Landlord agrees to let and the Tenant(s) agree(s) to take the dwellinghouse ("the Premises") known as and situated at:

ADDRESS

For fixed term from \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ to \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

RENT £ \_\_\_\_\_ payable in advance every calendar month/every \_\_\_\_\_

- The Landlord lets and the Tenant(s) take(s) the premises for the term specified above.
- This Agreement is intended to create an Assured Shorthold Tenancy as defined in Section 19A of the Housing Act 1988 as amended by the Housing Act 1996 and 2004.
- The Tenant(s) shall pay the first full payment of rent on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_
- This Tenancy does/does not include the use of any garage or off-street parking.
- This tenancy does/ does not (*delete as reqd*) include the use of the Landlords furniture and effects except for:-  
.....
- This Agreement may be brought to an end (but not earlier than the expiry of the term certain) by the Tenant(s) giving to the Landlord **at least ONE CALENDAR MONTHS WRITTEN NOTICE**.
- One month before the end of the FIXED TERM, it shall be the **ABSOLUTE DUTY** of the tenant to notify the Landlord in writing if he intends to surrender the tenancy on the expiry of the **TERM CERTAIN**
- If no notice of surrender of tenancy is issued, then at the end of FIXED TERM the tenancy automatically becomes a Statutory Periodic Tenancy, all terms/conditions being unchanged.
- The rent will be reviewed and may be increased annually on \_\_\_\_\_ or at the end of the term certain and annually thereafter.
- If two or more persons are the tenants, the Landlord may enforce the terms of this agreement against all or any named individuals
- The Tenant(s) will pay to the Landlord the deposit of £ \_\_\_\_\_ on the signing of this Agreement and the deposit shall be held/lodged against any claim for non-payment of rent, damage caused to the contents and the premises during the tenancy, or any breach of the Agreement otherwise the deposit shall be returnable in full to the tenant(s) In accordance with any Tenancy Deposit Protection Scheme that it is placed(See Box D below).

**D** \* If none write "**NO DEPOSIT TAKEN**" here:- \* \_\_\_\_\_

**PRESCRIBED INFORMATION FOR THE PURPOSE OF: Sect 212-215 & Sect:10 and 250(2)(b) of the Housing Act 2004 are contained in Sections A B and C above and within this Assured Shorthold Tenancy Agreement**  
\* Please tick the appropriate scheme used and cross through the others that are not applicable\*

**CUSTODIAL:** The deposit (as in 11 above) will be protected by the **Deposit Protection Service (DPS)** The Pavillions, Bridgwater Road Bristol BS99 6AA Tel: 08444 727000 Web: [www.depositprotection.com](http://www.depositprotection.com). In accordance with terms & conditions and repayment procedures etc. An Alternative Dispute Resolution Service (ADR) is run by the Chartered Institute of Arbitrators.

**INSURANCE BASED:** The deposit (as in 11 above) will be protected by The Tenancy Deposit Scheme, The Dispute Service Ltd, P.O. Box 541, Amersham, Buckinghamshire HP6 6ZR Tel: 0845 226 7837 Web: [www.tds.gb.com](http://www.tds.gb.com). In accordance with the terms and conditions and repayment procedures of the TDS.

**INSURANCE-BASED:** The deposit (as in 11 above) will be protected by Tenancy Deposit Solutions Ltd 3<sup>rd</sup> Floor Kingmaker House Station Road, New Barnet, Hertfordshire EN5 1NZ Tel: 0871 703 0552 Web: [www.mydeposits.co.uk](http://www.mydeposits.co.uk). In accordance with the terms and conditions and repayment procedures. An alternative Dispute Service (ADR) is run by the Chartered Institute of Arbitrators.

## THE TENANT(S) WILL & AGREES TO:-

1. Pay the Rent at the times and in the manner specified in this Agreement.
2. Pay interest on any Rent in arrears for 14 days or more at the rate of 8% per annum calculated from the date upon which the Rent was due for payment until the date upon which it is paid.
3. Pay all charges in respect of any Gas, Electricity, Heating-oil, Water, Telephone, Television License and Televisual services used at or supplied to the Premises.
4. Pay the Council Tax or other Local Taxes in respect of the Premises to the relevant billing authorities.
5. Pay the costs of any contractor or other person(s) called to the Premises without the Landlord's prior consent or for work for which the Landlord is not responsible.
6. Pay for the cleaning of all curtains, pillows, duvets, bedspreads, or blankets (if any) if used by the tenant.
7. Not deduct the deposit or any other sum from any rent payment. Not damage or injure the Premises.
8. Keep the drains, gutters and pipes free and clear from obstructions and be responsible for the costs thereof.
9. Permit the Landlord to enter the Premises at all reasonable hours upon 24 hours written notice, to inspect the premises, furniture and effects therein, to carry out any repairs or maintenance to the Premises or elsewhere which the Landlord may consider necessary and for the purpose of allowing prospective tenants or purchasers to view the premises.
10. Endeavour to keep clean the windows of the Premises occupied during the term of the tenancy.
11. Not assign underlet charge or part with or share possession or occupation of the property or any part thereof, or take in any Lodger, Paying Guest or any other person without the prior written consent of the Landlord.
12. Not to use the premises other than for the purpose of a single dwellinghouse nor carry on any trade or profession from the Premises nor use or possess any illegal substances in the premises.
13. Use the Premises in a tenant-like manner and not to cause or do anything, which would be a nuisance or annoyance to any adjoining occupiers of any adjoining premises or neighbours.
14. Not to do anything which would cause an increase in the premium of insurance on the Premises and be responsible for insurance of personal possessions.
15. Not have access to nor use any loft or attic space without the prior consent of the Landlord, in writing.
16. Not fix or suffer to be fixed to the interior or exterior of the windows of the Premises any notice, sign, poster or advertisement without the prior written consent of the Landlord.
17. Not without the prior written consent of the Landlord keep any Cat, Dog, Reptile or pets of any kind on the premises.
18. Not vacate the premises for a period longer than 7 consecutive days without first informing the landlord in writing.
19. Not move anything into the premises (including furniture) except the Tenant's personal effects without first obtaining the consent in writing of the Landlord.
20. Not apply adhesive or adhesive tape or fix tape, pins nails or other fixings of any kind to the walls, wallpaper or decorated surfaces of the Premises including ceilings woodwork doors or furniture.
21. Keep the doors of the Premises locked at all times when the Tenant is not in the Premises.
22. Forward to the Landlord immediately upon receipt any official notice addressed to the Landlord owner or agent and relating to the Premises.
23. Keep any garden provided in a very clean and tidy condition.
24. Not use any paraffin oil or gas heater other than that provided by the Landlord nor bring into the premises any combustible fluid
25. Not alter, pull-down add to or in any way interfere with the construction or arrangements of the rooms.
26. Be responsible for the care and cleanliness of the stairways, lobbies, bathroom and kitchen. All cooking appliances shall be properly used and cleaned after each use, and all utensils shall be properly washed dried and replaced.
27. Make every effort to prevent damage by water penetration to the decorations and contents and undertake to inform the Landlord at once of any penetration by water.
28. Make all necessary efforts to prevent damage by inclement weather conditions to the central heating system (if any).
29. Inform the Landlord immediately of any outbreak of fire or of any burglary or attempted burglary.
30. Not install any new locks in the Premises nor alter or change any existing lock in the Premises.
31. Any infestation becoming apparent after 7 days of tenancy period, to be reported to Landlord. Cost of treatment being responsibility of tenant.
32. Not have the telephone number changed at the Premises.
33. Not hang or allow to be hung any clothes out of the windows of the Premises.
34. Not affix or have fixed to the interior or exterior of the Premises any Satellite Dish, Aerial or Cable of any kind without first obtaining the written consent of the Landlord.
35. Keep clean, a reasonable proportion of all stairways leading to the Premises and not obstruct any passageways in the premises with bicycles, prams, boxes, bins or similar items.
36. Not have any loud or disturbing visitors or guests in the Premises between the hours of 10.00pm and 9.00am.
37. Not carry out any internal or external decorating without first obtaining the written consent of the Landlord.
38. Not move any of the Landlord's furniture or possessions out of the Premises.
39. Dispose of all refuse in accordance with Local Authority requirements including separating waste into receptacles provided for re-cycling.

40. Be responsible for adequately ventilating the Premises so as to prevent the formation of condensation in the Premises.
41. Smoking is strictly prohibited in the premises.
42. Not hold parties, make noise or use sound reproduction equipment or musical instruments in or about the property in such a manner so as to cause a nuisance to other persons in or outside the property.
43. Not bring into the Premises any electrical equipment, which does not comply with current U.K. electrical regulations.
44. No washing machine in the property shall be operated and in particular, shall be left to operate by itself automatically, unless the Tenant is present at all times in the property during such operation. Nor operate it at times that may cause annoyance to other occupants/neighbours. The tenant shall expressly be held solely and fully responsible for any damage caused to the property or anything therein caused as a result of such operation by the tenant in breach of the provisions of this clause.
45. Leave the furniture and effects at the end of the tenancy in the same rooms in which they were at the commencement of the tenancy.
46. Deliver up the Premises at the end of the tenancy in a very clean and tidy condition and agree that the landlord will dispose of any effects left after the end of the tenancy.
47. Return the keys of the Premises to the Landlord by \_\_\_\_\_ on the final day of the tenancy.

INSERT HERE ANY SPECIAL CONDITIONS – (Use separate sheet if necessary)

THIS AGREEMENT may be brought to an end by the Landlord giving to the Tenant Notice of Seeking Possession of a Property Let on Assured Tenancy based on ground 2 or 8 in Part 1 of Schedule 2 of the Housing Act 1988 or on grounds 10, 11, 12, 13, 14, 15, 16, or 17 in Part II of Schedule 2 of the Housing Act 1988.

IT IS HEREBY AGREED that any Notice to be served upon the Tenant by the Landlord shall be sufficiently served if left at the premises in the form of a letter addressed to the Tenant or sent by post in a letter addressed to the tenant at the premises (in the last instance service shall be deemed to be made at a time in which the letter would in the ordinary course be delivered when stamped as first class mail)

PROVIDED ALWAYS that if the said rent or any part thereof shall be in arrears for at least seven days after the same shall have become due (whether formally demanded or not) or if the Tenant(s) shall commit a breach of any of the several agreements and stipulations herein contained then and in such case it shall be lawful for the Landlord at any time thereafter to re-enter upon and take possession of the premises and of the said furniture and effects but without prejudice to the other rights of action which the Landlord may have to recover all such rent in arrears plus any damages and costs in respect of any breach of this agreement.

THE LANDLORD hereby agrees with the Tenant(s) that the Tenant(s) paying the rent and performing and observing all the agreements herein contained shall quietly possess and enjoy the premises during the Tenancy without interruption from the Landlord (here meaning only the party hereto personally and not any reversioner) or any person claiming in trust for him.

**DATA PROTECTION ACT**

I/We (The Tenant(s)) agree that in the event of a serious breach of these Tenancy Agreement my/our personal details and details of the breach/misconduct will be held in a register(s). This will be made available to other Landlords/Agencies for the purposes of deciding whether or not to enter into contracts with potential tenants.

**A GUARANTOR \* IS / IS NOT REQUIRED** (either for rent and / or in lieu of deposit [no deposit taken])

*\* Delete as necessary*

Guarantors

Name:.....Address:.....

**NOTICE FOR THE PURPOSE OF SECTION 48 LANDLORD & TENANT ACT 1987**

The address in England & Wales at which notices and proceedings may be served upon your Landlord is:-

LANDLORDS NAME.....Tel No .....

ADDRESS.....

**Notice** Section 102 Housing Act 1996 allows a Landlord to seek possession under ground 17 in Part 11 of Schedule 2 where he/she has been induced to grant a tenancy by a false statement made knowingly or recklessly by (a) the tenant, or (b) a person acting at the tenants instigation.

The information contained is true and accurate. I consent and agree that my previous landlords and my employer may be contacted for reference.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**SIGNATURE(S) OF TENANT(S)**

(1).....(2) .....  
(3).....(4) .....  
(5).....(6) .....  
(7).....(8) .....

**SIGNATURE OF LANDLORD**.....

**IF SIGNED BY AN AGENT, NAME & ADDRESS OF AGENT**

Name.....

Address.....Tel No:.....

Agents Signature.....Dated.....