

Assured Shorthold Tenancy Agreement

Within the meaning of the housing act 1988 as amended by the housing act 1996

Date;

The Landlord(S)

Names:

The Tenant(s)

Lead Tenant: -

Tenant 2:

The term "the tenant" applies to each named tenant. Each individual tenant enjoys the full rights and is fully responsible for the obligations set out in this agreement and their obligations shall be joint and several). Joint and several liability means that any one of the tenants of the tenancy can be held responsible for the full obligations under the agreement if the other tenants do not fulfil their obligations.

The Property

Rental Address:

The property does not include a car parking space

Together with the fixtures and fittings and the items set out in the inventory (if any).

The Term

For a fixed term commencing on the XXXX and expiring on XXXX
(If, at the end of this time, you stay in the property the tenancy will continue as a statutory periodic tenancy, any rent increase after this date will be subject to a minimum of one months' notice emailed or sent by post to you before the contractual rent date of the XX of the month).

The Rent

At a rent of **£xxx** each month payable in advance by standing order as agreed with the Landlord

Method of Payment

By standing order of monthly payments, paid into the following bank account (transfer of funds via bank transfers from bank account).

Example Bank

Sort Code xx xx xx

Account xxxxxxxx

Please put the address of the property as the reference.

The Deposit

The bond shall be **£xx (Deposited into the DPS)**

Details of agent:

XX Letting Agent

ADDRESS: Tel: XXXXX.

Web site: XXXXX E-mail: XXXXX

Initials of landlord(s)/agent _____

Initials of tenant(s) _____

Terms and conditions

1. Definitions of words and phrases used in this agreement.

"The landlord (s)"

Will include any person who holds an entitlement to the legal ownership of the property at the conclusion of the tenancy which has hereby been created.

"The tenant"

Will include all persons that have title under the tenancy.

"The property"

Will include any or all of the property/premises that the tenant is entitled to use within this agreement, and any items specified in the attached inventory (if any) and any other fixtures, furniture and effects belonging to the landlords and the boundaries of the property.

"The fixtures & fittings"

Including reference to any of the fixtures, fittings, furnishings or effects, floor, ceiling and wall coverings.

"The term" or "the tenancy"

Includes any extension or continuation thereof or any statutory periodic tenancy which may arise following the end of the period of the term.

2. Access

Where the property comprises of a flat the tenant shall be entitled to use the entrance hall, lift (if any), staircase and common parts of the building where the property forms part of it for the purpose of the access to and out of the Property.

3. Notice of address

For the purpose of Section 47 and 48 of the landlord and tenant act 1987 the address at which any notice (including Notices in any proceedings) may be served on to the landlord by the tenant, is as set out on page 1 of this agreement, until the tenant is notified in writing to the contrary.

4. Guarantor (if any)

Where there is a guarantor to this agreement, it is the guarantor's responsibility to ensure that all obligations are met under the terms of this agreement and to ensure they are being met. It is the tenant's responsibility to inform the guarantor if any responsibilities are not being met including making the guarantor aware of communications between the tenant(s) and the landlord(s). Any letters or communications will normally be served to the tenanted address.

5. Deposit

The tenant shall pay the deposit as specified in the "Particulars" to First4rentals, such deposit money will be held in a designated account, Deposit Protection Service (DPS), without any interest payable to the tenant.

5.1 The tenant will not be entitled to withhold the payment of any instalments of rent or any other monies payable under this agreement on the grounds of the landlord/tenant deposit arrangement.

Initials of landlord(s)/agent _____

Initials of tenant(s) _____

Tenant's Obligations

6. The Tenant acknowledges that any payment received from a third party in respect of the rent will be deemed to be payment made on behalf of the tenant and will not under any circumstances give rise to any rights over the property to that third party whatsoever.

7. To pay for all water rates, services, Council Tax, utility provider charges, TV License and any other charges levied on the property and to inform the landlord of any changes to the utility suppliers. The tenant also agrees to settle all outstanding accounts with such services before the termination of this agreement and the tenant's departure from the property.

8. To keep the property in good tenable repair, the tenant agrees to keep the interior of the property, including any fixtures, fittings and furniture and effects listed on any inventory provided, in fair repair and condition throughout the term, and to safeguard them from destruction or damage.

9. The tenant agrees to pay for the replacement or repair of any fittings that is damaged during the term (damaged by fire and insurable risks excepted unless it was the result of any act or omission on the part of the tenant or any other persons residing or sleeping in or visiting the property).

10. The tenant agrees to take care of the property including any fixtures and fittings and to keep the property and any fixtures and fittings in a clean and tidy condition throughout the term. To deliver the property's fixtures and fittings at the end of the tenancy, in a good condition (fair wear and tear excepted), in accordance with the tenant's obligations.

11. The tenant agrees to keep all electric lights in good working order in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary, and not to take lightbulbs out of the fixtures or fittings when vacating the property.

12. The smoke alarms and carbon monoxide alarms have been tested and deemed to be in good working order at the inspection report.

13. The tenant agrees to clean the windows of the property, (where access possible) as often as necessary.

14. The tenant agrees to keep the drains free from obstruction and to have all the chimneys and flues (if any) to the property cleaned and swept as often as necessary.

15.1. The tenants are strongly advised to take out insurance with a reputable insurer for the tenants' possessions as such possessions will not be covered by any insurance effected by the landlord or agent.

16. The tenant agrees to keep all electrical appliances in good working order during the tenancy.

16.1. No washing machine, tumble dryer, dishwasher (please ensure appliances are unplugged from the electric sockets when not in use e.g., toaster, mobile phones, iPad, kettle, hair straighteners, electric toothbrush etc.) in the property shall not be left to operate by itself.

16.2 White goods appliances - First4rentals or the landlord will not be responsible for any damage or loss to any items within, if the appliances breakdown for any reason.

16.3 Not to bring into the property any furniture or furnishings and other personal effects that do not meet the required safety standards.

17. Not to bring into the property any electrical equipment which does not comply with relevant UK electrical regulations?

18. The tenant agrees to notify the Landlord should repairs or damage become necessary, in no circumstances, should the tenant arrange or give instructions for any such repairs to be carried out except at the written request of the landlord.

Initials of landlord(s)/agent _____

Initials of tenant(s) _____

19. The tenant agrees not to carry out any redecoration at the property without the consent in writing of the landlord. No BLUE TAK, Hooks, Nails to be placed on the walls, doors.

20. Not to make any alterations or additions to the property without the prior written approval of the landlord.

21. Not to remove any of the fixtures, fittings and furniture and effects specified in the inventory and to pay for the repair or replacement of any items which have been broken, lost, damaged, during the tenancy. Any replacements will need to be first approved by the Landlord.

22. Access and inspections of the property – The tenant agrees to allow the landlord, or any other persons authorized by the landlord to enter the property by giving the tenant 24 hours' notice, to visit and examine the condition of the property and to carry out repairs, maintenance, alterations or replace the fixtures and fittings for the purpose of complying within any obligations imposed on the landlord by law.

22.1 The tenant agrees to allow the property to be viewed during the last three months of the tenancy subject to twenty-four hours' notice given by the landlord, or any person acting on behalf of the landlord, for the purpose of showing a prospective purchaser or tenant the property for selling or re-letting of the property and to allow the erection of a 'For Sale' or 'To Let' board at the property.

23. It is a condition of this tenancy that anyone living at the property has a "right to rent" as set out in section 22 of the immigration Act 2014

23.2 If you sublet the property or any part of it, or give up the property or any part of it to someone else, and if you do (even if we have given permission) you will be legally responsible for carrying out all 'right to rent checks' as set out in section 22 of the Immigration Act 2014, on any tenants or other people living in the property. You will pay us compensation for any losses, damages, cost, or fines we face as a result of you failing to carry out any right to rent check correctly.

24. Assignment and subletting – The tenant agrees not to assign sublet, part with or share the property with any persons other than the person(s) named as the tenant or any other persons approved of in writing by the landlord to occupy or reside in the property. The tenant agrees not to take in lodgers or paying guests without the landlord's written consent.

24.1 Not cause blockages to the drains and pipes, gutters, and channels in or about the property. Common causes of blockages would be, putting fat down the sink, failure to remove hair from plugholes and flushing inappropriate things (such as nappies, baby wipes, sanitary towels, ear plugs) down the toilet.

24.2 To park in the car parking space, garage or driveway allocated to the property, if applicable. To keep any garage, driveway, or parking space free of oil and to pay for the removal and cleaning of any spillage caused by a vehicle of the tenant, his family, contractors, or visitors. To remove all vehicles belonging to the tenant, his family or visitors at the end of the tenancy. Not to park any vehicle at the property that is not in a, road worthy condition and fully taxed.

25. The tenant agrees not to carry out any trade, business or profession at the property but to use the property as a single private residence only.

26. The tenant agrees not to exhibit, display, or place any notice or advertisement on the property of any description that is visible from the outside of the property without the landlord's written consent.

27. The tenant agrees not to use the property for any illegal, improper, or immoral use or use or consume in or about the property any prohibited or controlled substances or drugs.

28. The tenant agrees not to install or change any locks in the property without the landlord's prior written consent.

28.1 The tenant agrees that if any additional keys are made that the tenant will deliver all keys to the landlord at the conclusion of the tenancy.

Initials of landlord(s)/agent _____

Initials of tenant(s) _____

28.2 The tenant agrees that if any lock is installed or changed at the property without the landlord's prior written consent then the tenant will remove them and replace them with the same locks if required by the landlord.

29. Nuisance and noise – The tenant agrees not to do anything at the property that can cause a nuisance, damage, disturbance, annoyance, or inconvenience to the landlord's property or any adjoining or neighbouring property or its occupiers.

29.1 The tenant will not hold or conduct any social gathering at the property and not play any musical instruments or use any stereo, radio, or television or other musical or electrical instruments or other means of reproducing music or sound in such manner as to be audible outside the property or likely to cause any nuisance or annoyance or inconvenience to the occupiers of any neighbouring adjoining or adjacent property.

30. The tenant agrees not to hang any washing, clothes or other articles outside the property other than such places as the landlord designates or permits and not hang or place wet or damp articles of washing upon any of the landlord's furniture, radiators or room heaters. Tenants agree to heat and ventilate the premises in order to help prevent condensation. Where such condensation may occur, to take care to wipe down and clean surfaces as required from time to time to stop the build-up of mould growth or damage to the premises, its fixtures and fittings.

30.1 Keep the property sufficiently well aired and warmed to avoid build-up of condensation and prevent mildew growth and to protect it from frost.

31. The tenant agrees to remove all rubbish from the premises and to place it within the dustbin and receptacles provided and where any dustbins have been provided to ensure that all rubbish is placed and kept inside a plastic bin liner before placing the rubbish in the dustbin.

32. In flammable substances and equipment – The tenant agrees not to keep or use any paraffin heater, liquefied petroleum, gas heater or portable gas heater in the property, and not store or bring any articles of any especially combustible inflammable or dangerous nature into the property whereby any insurance on the property may become void or voidable or where the rate of premium may increase.

33. Gardens & driveways – Where any garden, driveway, pathways, lawns, hedges and rockeries are included in the tenancy, the tenant agrees to keep them clean and tidy, cultivated and free from weeds and to cut the regularly cut the grass. Trees and shrubs should be pruned and not cut down or removed. Furthermore, the tenant agrees not to alter the layout of any garden, driveways, pathways, lawns, hedges and rockeries without the landlord's prior written consent. Tenants agree not to store or keep on the premises or any communal car park, any boat, caravan or commercial vehicle without the prior consent of the landlord.

34. Animals & pets – The tenant agrees not to keep animals, reptiles, or birds on the property without the prior written consent of the landlord. No pets are allowed at the property even for a short period of time.

35. Smoking – The tenant agrees not to smoke or permit any guest or visitor to smoke tobacco or any other substance on the property without the landlord prior written consent. In the event of the landlord giving such consent to the tenant, the tenant agrees to pay the landlord for any cleaning and/or redecoration costs that the landlord may incur as a result of the tenant (or the tenants guests) smoking at the property.

36. Sanitation, pipes, drains and gutters – The tenant agrees to keep in good working order and free from obstruction all baths, sinks, taps, lavatories, cisterns, drains, waste and other pipes, gutters down pipes and gullies on or serving the property.

36.1 The tenant agrees not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the utility services serving the property.

36.2 The tenant agrees to take precautions to avoid damage by frost and freezing to any of the said drains, pipes, wires, cables or any other apparatus or installation relating to utility services serving the property.

Initials of landlord(s)/agent _____

Initials of tenant(s) _____

36.3 The Tenant agrees not to allow any oil, fat, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the property.

37. The tenant agrees not to leave the property vacant or unoccupied for the period in excess of 14 days consecutive days without first giving written notice to the Landlord of his intentions to do so, and before doing so the tenant will take care to ensure that the property is protected against the risk of damage by frost, by either draining down all water supplies in or serving the property and also to ensure that the stopcock is turned off or by heating the property during the period the property is vacant.

37.1 To take precautions to prevent frost or similar damage to the property. If the property is going to be empty overnight or for more than 12 hours when the weather is likely to be cold, you must leave enough heating on to prevent the water system from freezing or turn off the water supply at the main stopcock and open all the other water taps and valves in the property to drain the tanks of hot and cold water.'

37.2 You are responsible for the behavior of everyone who lives in or visits the property. Therefore, for example, if the property is damaged by one of your visitors, we can claim the cost of repair from you, rather than from the visitor. It may be possible for you to claim repayment from the visitor, but this is something you will have to do yourself. This will automatically include all your family, anyone else living at the property, all visitors and or damaged caused by the emergency services (i.e., police, fire service etc.).

37.4 The property is let along with all the contents referred to, in the schedule of inventory. These will be provided to you on or before _____. You should check these documents carefully. If you do not agree with, or wish to challenge, the inventory report, then you must contact us in writing within 7 days. If not, we will deem that you have accepted the inventory as fair and accurate, and that we may rely on the inventory at the end of tenancy to show the condition of the contents and fixtures and fittings provided at the outset.

Housing Benefit

38. The tenant authorizes the local authority or the rent service to discuss with landlord and the landlord's agent the details of any housing benefit or council tax claims made at any time in relation to the renting of the property. If the landlord's agent so requires, the tenant consents to any housing benefit being paid direct by the Local Authority to the Landlord or the Landlords agent.

38.1 The tenant agrees to refund to the landlord any housing benefit overpayment recovery which the local authority seeks from the landlord in respect of this tenancy, either before or after the tenant has vacated the property where this creates a shortfall in the money owed to the landlord.

End of the tenancy

39 The tenant agrees to leave the landlord contents and effects, at the end of the tenancy in the same place in which they were positioned at the commencement of the tenancy.

39.1 Statutory periodic tenancy – Should the tenancy become a statutory periodic tenancy (month to month), this agreement may be terminated by either party giving the other at least ONE full month's notice in writing. This notice to be received on or before the rent due date. For example if the contractual rent date as per the contract is the 9th of the month (not the date you have been paying rent), then the one months' notice must be received, hand delivered to the office, or posted by recorded delivery to the XX office (XXX ADDRESS) or emailed to (XXX on or before the xx of the month.

40. The tenant agrees to return the keys of the property to the landlord or the landlord's agent on the agreed termination date, or at the end of the tenancy.

41. Tenant's items left at the property – If any of the tenant's goods or any goods belonging to members of the tenant's household have not been removed from the property at the time of expiration or sooner determination of the tenancy, the tenant agrees:

Initials of landlord(s)/agent _____

Initials of tenant(s) _____

41.1 Provided the landlord has been given written notice by the tenant, or where the tenant cannot be found after steps have been taken to trace the tenant, the landlord can dispose of such goods as they think appropriate.

41.2 Tenancy referencing (at discretion of agent), the agent is not legally bound or obligated to give a reference.

42. The tenant will remain liable for the rent and utility charges, utility bills, council tax, and water rates up until the date of leaving the property.

42.1. You must give us a forwarding address and telephone number before you leave the property.

42.2 The tenant agrees that the landlord or agent may pass on the tenants forwarding address and/or other personal information to utility suppliers, local authority, any credit agencies, or reference agencies and for debt collection.

42.3 Redrafting of a new tenancy agreement, providing a reference, conducting a new inventory, this is subject to the landlord / agent agreeing.

43. Early termination – In the event of this agreement being terminated before the end of the stated period by the tenant, the tenant is still liable for the rent.

Landlord's obligations

The landlord agrees with the tenant as follows:

44. That the tenant paying the rent and observing and performing all the tenant's obligations under this agreement may quietly enjoy the property without any unlawful interruption by the landlord or any person rightfully claiming to be under the trust of the landlord.

45. This agreement will take effect subject to the provisions of Sections 11 to 16 of the landlord and tenant Act 1985 (as amended by the Housing Act 1988) which imposes on the landlord obligations to repair the structure and exterior (including drains, gutters and pipes) and certain installations for the supply of water, electricity and sanitation (including basins, sinks, baths and sanitary conveniences and for space heating or heating water but not fixtures, fittings and appliances for using the supply of water and electricity). The landlord will not accept responsibility for charges incurred by the tenant for the repair of these items except in the case of any emergency.

46. Safety regulations – The landlord confirms that the items within the property and as detailed within the inventory and schedule of conditions comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993, The Gas Safety (Installation and Use) Regulations 1998 of which a copy will be given to the tenant at the commencement of the tenancy, and all the electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994.

Enforcement of obligations

Breaches of this agreement by the tenant – if at any time during the tenancy:

47. The tenant fails to pay the rent on the due date.

48. The tenant fails to observe or perform any agreement or obligation under this agreement.

49. The tenant becomes bankrupt or enters into a voluntary arrangement with his creditors.

50. The tenant leaves the property vacant or unoccupied without the landlord's consent.

Then the Landlord will be entitled to take immediate steps to recover possession of the property from the Tenant and/or the Occupier by issuing proceedings for possession in the appropriate Court or Tribunal. In the event of the Landlord taking this action, this will not alter any other rights or obligations within this Agreement unless the Court or Tribunal rules otherwise.

Initials of landlord(s)/agent _____

Initials of tenant(s) _____

51. Notices – If we need to serve any notice on you, including any notice which the law tells us we must give, we will deliver it by hand or send it to you by post to the property address. This means that notices are served on you, once they are put through your letter box, even if you do not receive them because you have moved. If you need to serve any notice on us, you must deliver it by hand or send it by post (recorded delivery), to the following address, XXX, or you can email notice to us at XXX

52. Notice under – ground 1 and 2 of schedule 2 of the Housing Act 1988

Ground 1- The Landlord notifies the Tenant that possession of the property may be recovered under Ground 1 of Schedule 2 to the Housing Act 1988. This requires the Court to order possession of the property where the Landlord has previously occupied the property as his only principal home or requires the property as the only principle home of the Landlord or the Landlord’s spouse.

Ground 2 – The Landlord notifies the Tenant that possession of the property may be recovered under the Ground 2 of Schedule 2 to the Housing Act 1988. This requires the Court to order possession of the property where:

1. The property subject to a mortgage or charge granted before the beginning of the tenancy; and
2. The Lender is entitled to exercise a power of sale; and
3. The Lender requires possession of the property in order to dispose of them with vacant possession when exercising the power of sale.

53. Guarantors

1. If there is a guarantor for this agreement you must tell us as soon as you become aware that any guarantor has died, become bankrupt. For the avoidance of doubt, a guarantor is someone other than a tenant who has agreed to guarantee your financial obligations (including, but not limited to, the rent and any losses we incur as a result of you breaching this agreement) under this agreement.

1.1. Within two months of us learning about this, we can give you notice in writing to find a new guarantor within twenty-eight days. We must be satisfied with your choice of guarantor. That guarantor must then, within twenty-eight days, sign a new guarantee including the same terms as the previous guarantee. This guarantee will then apply from the date the previous guarantee came to an end.

Data Protection

1. The tenant hereby consents to the landlord and or, the landlords agents processing any information or personal details on or of the tenant as defined in the Data Protection Act 1988

2. The tenant agrees that the landlord may pass on the tenants forwarding address and or other personal information to utility suppliers (includes Welsh Water), local authority, any credit agencies, or reference agencies and for debt collection.

THE LANDLORD HEREBY AGREES TO LET THE PREMISES AND THE TENANT HEREBY AGREES TO TAKE THE PREMISES FOR THE RENT, PERIOD AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS STATED WITHIN THIS AGREEMENT.

XX LETTING AGENT IS A REGISTERED AGENT WITH "RENT SMART WALES UNDER LICENSE NUMBER **LR-XXXXX-XXXXX** and a member OF THE PROPERTY OMBUDSMAN SCHEME (DETAILS CAN BE FOUND IN THE "COMPLAINTS LETTER"), LETTING AGENT IS A MEMBER OF CLIENT MONEY PROTECTION SCHEME, (CMP).

SIGNED BY THE AGENT ON BEHALF OF THE LANDLORD(S):

SIGNED BY AGENT:

DATE:

LEAD TENANT SIGNATURE:

TENANT SIGNATURE:

DATE:

DATE: