

AGREEMENT

for an Assured Shorthold Tenancy under Part 1 of the Housing Act 1988

NOTES:

This is a form of legal document and is not produced or drafted for use, without technical assistance, by person unfamiliar with the law of landlord and tenant.

Note that any assured tenancy (including a statutory periodic after the coming into force of section 19A of the housing Act 1988 will be an Assured Shorthold Tenancy unless it falls within any paragraph in Schedule 2A of that Act.

This form should not be used to create a tenancy to a person who is already a protected or statutory tenant or a protected occupier: See Housing Act 1988.

The Period mentioned here will form the basis of any subsequent periodic tenancy.

Following the introduction of Section 213 of the Housing Act 2004, please see overleaf for details of how your deposit is to be protected. Please also read Annexe A & B.

DATE:

PARTIES:

The Landlord(s):

The Tenant(s):

PROPERTY:

The dwelling house situated at and being:

TERM:

A term certain of six months commencing

RENT:

£.00 per calendar month (subject nevertheless as herein provided)

FIRST

payment of £.00 to be made on or before the commencement date of the tenancy and then

PAYABLE

By equal monthly payments of £.00 on the ** day of each month

DEPOSIT:

£.00

DEPOSIT PROTECTION:

Your landlord's choice of scheme is: ()

Membership number:

TENANCY DEPOSIT PROTECTION SCHEMES – INFORMATION FOR TENANTS

The Deposit is paid by the Tenant to the Landlord and is registered by the landlord with one of three approved tenancy deposit protection schemes. Any interest earned will belong to the landlord.

The Deposit has been taken for the following purposes:

- 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.
- 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.
- Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property/premises for which the tenant is liable (delete whichever does not apply).
- 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 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.

If there is no dispute about the amount of the deposit that is to be returned to the tenant, 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.

The Tenant should try to 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 20 working days* after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The period may not be reduced to less than 14 days. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

If, after 10 working days* following notification of a dispute to the Agent/Member 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 be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.

The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses (insert numbers) above.

* These time scales can be changed by agreement with the tenant in individual cases or by the contract used as standard by the agent.

(1) TDSL (www.mydeposits.co.uk)

A Certificate will be provided by your Landlord confirming details of your deposit protection.

(2) The DPS (www.depositprotection.com)

The deposit will be protected by the Deposit Protection Service (The DPS) in accordance with the Terms and Conditions of The DPS. The Terms and Conditions and ADR Rules governing the protection of the deposit including the repayment process can be found at www.depositprotection.com.

(3) The Tenancy Deposit Scheme (www.tds.gb.com)

If the contractual arrangements are such that the agent is not tasked with any responsibilities in relation to protecting the deposit, when a let only agent receives the deposit, he would pass it straight to the landlord. The landlord would need to protect it with a scheme himself, and provide the prescribed information to the tenant within 30 days from the agent having received the deposit. Clearly in this scenario it is in the interest of the landlord to ensure that the agent is aware of his contractual responsibility to pass over the deposit promptly to facilitate this process for the landlord. However, if the agent does not pass over the deposit promptly, the landlord is still responsible for protecting the deposit within 30 days of the agent having received it.

The Contents comprising the furnishings and effects listed in the attached Inventory are included in the Tenancy and such Inventory shall be evidence of their existing condition, which shall be deemed to be good unless a defect is noted in the Inventory.

1. (1) THE Landlord lets and the Tenant takes the Property for the Term at the Rent payable as above.
(2) The Landlord may end the Tenancy by giving to the Tenant not less than two months notice, as of a rent day, expiring on or after the last day of the Term certain. The Tenant may end the Tenancy by giving to the Landlord not less than one months notice, as of a rent day, expiring on or after the last day of the Term certain.
2. THIS Agreement creates an assured shorthold tenancy within part 1 Chapter 11 of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord in section 21 thereof apply accordingly, save where the landlord serves a notice under paragraph 2 of Schedule 2A to that Act.
3. IF the property shall be burnt down or rendered uninhabitable by fire the Rent shall from that date cease to be payable until the property is reinstated and rendered habitable and in case any dispute arises under this provision it shall be submitted to arbitration pursuant to Part 1 of the Arbitration Act 1996.
4. THE Tenant agrees with the Landlord:-
 - (1) To pay the Rent at the times and in the manner aforesaid
 - (2) (a) To perform and observe any Obligation on the part of the Tenant arising under the local Government Finance Act 1992 or regulations made there under to pay council tax and indemnify the Landlord against any such obligation which the Landlord may incur during the tenancy by reason of the Tenant's ceasing to be resident in the property
(b) To pay all other taxes duties assessments impositions and outgoings which are now or which may at any time hereafter be assessed charged or imposed upon the Property or on the owner or occupier in respect thereof
(c) If any rent or other sum due from the Tenant under this Agreement remains unpaid for more than seven days after the due date (whether formally demanded or not) to pay interest thereon 4% above the base rate for the time being of National Westminster Bank plc until the date of payment.
 - (3) To pay for all gas electricity and water consumed on or supplied to the Property during the tenancy and the amount of all charges made for the use of the telephone (if any) at the property during the tenancy and the amount of the sums demanded for the aforesaid utilities and facilities to be assessed according to the duration of the tenancy (for the avoidance of doubt such payment will be due in relation to amounts attributable to standing charges annual rates or levies or the like and to VAT as well as to actual consumption)
 - (4) To keep the drains gutters and pipes of the Property clear the chimneys swept and the garden neat.
 - (5) To keep in good and complete repair order and condition (damage by accidental fire only excepted) the interior of the Property and the painting papering and decorating thereof and the fixtures fittings and appliances therein Including glass to the windows and any door (except installations and things which the Landlord is liable hereunder or by law to repair) and to take all reasonable precautions to prevent damage by frost and condensation.
 - (6) That the Landlord or any person authorised by the Landlord in writing may at reasonable times of the day on giving 24 hours notice in writing to the occupier enter the Property

for the purpose of viewing its condition and state of repair and to carry out repairs or alterations to the Premises or any adjoining property.

- (7) To use the Property as and for a private dwellinghouse only and not to carry on or permit to be carried on upon the property any profession trade or business whatsoever
 - (8) Not to make any alteration in or addition to the Property or do or suffer any act or thing to be done thereon whereby the fire insurance premium might be increased.
 - (9) Not to do or suffer to be done in or upon the Property any act or thing which may be a nuisance damage or annoyance to the Landlord or the tenants or occupiers of any of the adjoining premises nor to use the premises for any immoral improper or illegal purpose
 - (10) Not to assign sublet or otherwise part with possession of the Property without the prior written consent of the Landlords but so that it is hereby agreed that if the Landlord consents to an assignment of the Property such consent may be given subject to the condition that the Tenant will enter into an authorised guarantee Agreement within the meaning of Landlord and Tenant (Covenants) Act 1995.
 - (11) At the expiration or sooner determination of the tenancy to deliver up the Property to the Landlord in such order condition and state as shall be consistent with the due performance of the obligations of the Tenant herein contained.
 - (12) Where contents are included in the agreement to keep the Contents in at least as good repair and condition as they are now and to keep mechanical and electrical equipment properly serviced and to make good all damage and undue wear (except caused by accidental fire) and to replace with similar articles of equal value all content which are destroyed or lost or damaged (except caused by accidental fire) or unduly worn and incapable of reinstatement and not without the Landlord's written consent to remove any Contents from the Premises nor to move any of the Landlord's furniture from the room(s) in which it is.
 - (12 a) Effect and maintain insurance in respect of their own furniture, personal possessions and effects within the property.
 - (13) Not to vacate the Premises or leave them unoccupied except on the expiration of the term of the tenancy without having given a valid Notice to quit in writing and in any event on vacation to deliver the key to the Landlord and to pay rent up to the date of vacation delivery of key or expiry of such notice whichever is the last.
 - (14) Should the tenancy created by this agreement be in force for a period in excess of twelve months then the rent payable for the period in excess of twelve months may be reviewed at twelve monthly intervals.
 - (15) Not to keep any pet insect or other animal of any kind in the Premises without first obtaining the Landlords written Permission which may be withdrawn at any time.
 - (16) To pay all legal or surveyors or other costs and fees incurred by the Landlord as a result of a breach by the Tenant of this Agreement whether forfeiture of the tenancy is avoided by relief granted by the Court or in any other way or in the preparation and service of a Schedule of Dilapidations during or after the tenancy, or in connection with the recovery of arrears of rent due under this Agreement or Relating to any consent required under this Agreement whether or not such consent is given.
5. PROVIDED that if the Rent or any part thereof shall be in arrear for fourteen days after the same shall have become due (whether legally demanded or not) or in the event of the breach of any of the agreements on the part of the Tenant herein contained the Landlord may re-enter

upon the Property and immediately thereupon the tenancy shall absolutely determine but without prejudice to the rights and remedies of the Landlord.

6. THE Landlord agrees with the Tenant that:-

- 1) The Tenant paying the rent and performing and observing all the agreements herein contained may quietly possess and enjoy the property during the tenancy without any lawful interruption from or by the Landlord or any person claiming through or under or in trust for the Landlord.
- (2) The Deposit is payable to the Landlord as security for the performance of Tenants obligations. The Deposit is held by the Landlord and may be expended by the Landlord in paying arrears of rent or the cost of making good any failure by the Tenant to perform any of the Tenants other obligations in the this Agreement in accordance with the information on Page 2 of this Agreement. The balance of the deposit after appropriating any part expended or expendable by the Landlord as aforesaid shall be returned without interest following the termination of the tenancy and vacation of the premises by the Tenant in accordance with the timescales detailed on Page 2 of this Agreement.

7. THIS Agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 if applicable to the tenancy.

8. WHERE the context admits:

- (i) "The Landlord" includes the persons for the time being entitled in reversion expectant on the tenancy.
- (ii) "The Tenant" includes the persons deriving title under the Tenant.
- (iii) References to the property include references to any parts of the property.

9. NOTICE under section 48 of the Landlord and Tenant Act 1987:

The Tenant is hereby notified that notices (including notices in Proceedings) may be served on the Landlord by the Tenant at the following address*:

*This must be an address in England and Wales

Telephone:
Email:

AT WITNESS the hands of the parties hereto the day and year first above written

SIGNED by the above-named)
The Tenant(s))
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SIGNED by the above-named)
The Landlord(s))
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