

**ASSURED SHORTHOLD TENANCY**  
**AGREEMENT**

For letting a dwelling on an Assured Shorthold Tenancy  
provided under Part 1 of the Housing Act 1988 and  
amended under Part 3 of the Housing Act 1996

**Please note this tenancy agreement is an important document. It may commit  
you to certain actions for the period of any fixed term and beyond. Please ensure  
that if you do not understand your legal rights you consult a housing advice  
centre, solicitor or Citizens' Advice Bureau.**

This agreement is made on the .....

**1 Particulars**

**1.1 Parties**

**1.1.1 The Landlord**

**Name:**

**Contact Address:**

**Contact Telephone Number:**

**Contact Office/Fax Number:**

**Contact Email Address:**

The "Landlord" shall include the landlord's successors in title and assigns.  
This is the person who would be entitled to possession of the Property if the  
Tenant was not in possession and could be the current Landlord or someone  
purchasing or inheriting the Property.

**1.1.2 The Tenant Name:**

**Current Contact Address:**

**Contact Telephone Number:**

**Contact Email Address:**

**Date of Birth:**

**National Insurance No:**

**Bank details for rent payment:**

**Reference when paying into Landlord's Bank Account must be:-** Your Own Name  
The Tenant agrees that the landlord's Agent may provide the Tenant's name,  
address and other contact details to third parties including, but not limited to,  
referencing companies, utility providers, the local authority and the  
appropriate tenancy deposit protection scheme provider.

**1.1.3 Relevant Person**

Under the Housing Act 2004 any person or body that provides the tenancy deposit for an assured Shorthold tenancy is called a Relevant Person. ~For this tenancy there is no Relevant Person as the Deposit is provided by the Tenant.

The Relevant Person is:  
Contact Address:

Contact Telephone Number:  
Contact Fax Number:  
Contact Email Address:

**1.1.4 The Guarantor**

Name:  
Contact Address:

Contact Telephone Number:  
Contact Mobile Number:  
Contact Email Address:

Where the party consists of more than one person the obligation apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations.

**1.2 The Landlords Agent**

The “Landlords Agent” shall mean (~your agency name, address, phone, fax and email addresses) or such other agents as a Landlord may from time to time appoint.

**1.3** The Landlord lets the Tenant take the Property for the Term at the Rent payable upon the terms and conditions of this agreement.

**1.4** This agreement is intended to create an Assured Shorthold Tenancy as defined in Part 1 of the Housing Act 1988 (including any subsequent amendments). These tenancies do not guarantee the Tenant any right to remain in possession after the fixed term (subject to a minimum of six months).

**1.5 Property**

1.5.1 The property situated at and being (as above), together with the fixtures, fittings, furniture and effects therein and more particularly specified in the

Inventory signed by the Tenant and all grounds. It shall include the right to use, in common with others, any shared rights of access, stairways, communal parts, paths and drives.

1.5.2 The Property is let as a House Share.

### 1.6 Term

1.6.1 The Term shall be from ..... **for a minimum of six months.**  
(Please see paragraph 2.5 as it contains important information about what you must do to end the tenancy).

1.6.2 The "Term" is to include a statutory periodic tenancy or any contractual periodic tenancy that is defined in para 1.6.1 as following the fixed term.

1.6.3 If on the coming to the end of the fixed term agreed above, the Landlord does not seek possession and the Tenant remains in the Property, they will be considered, by virtue of section 5 of the Housing Act 10988, to have a statutory periodic tenancy. This will continue till ended by either party.

### 1.7 Rent

1.7.1 The Rent shall be £..... per month, payable in advance.

1.7.2 The Rent shall be paid clear of unreasonable or unlawful deductions or set off to the landlord's Agent ~ by banker's standing order or such other method as the Landlord's Agent shall require.

1.7.3 The first payment of £..... being due on ..... or prior to the date of taking possession.

1.7.4 Thereafter the "Rent Due Date" will be the ..... of each month during the Term of this agreement

1.7.5 **Interest will be charged at a rate of 3% above the base rate used by the Bank of England if a rent payment is more than 14 days overdue for each day the payment is outstanding. This rate may apply before, as well as after, a court judgment has been made against you, depending on the terms of the court judgement.**

1.7.6 Any person paying the Rent, or any part of it, for the Property during the Term shall be deemed to have paid it as an agent, for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.

1.7.7 It is agreed that if the Landlord or Agent accepts money after one of the conditions which may lead to a claim for possession by the Landlord (these are conditions listed in clause 3 below), acceptance of the money will not create a new agreement and the Landlord will still, within the restrictions of the law, be able to peruse the claim for possession.

1.7.8 Not to offset the rent against the Deposit referred to herein.

1.7.9 If this tenancy is continued, or run on as a periodic tenancy then it is agreed that the rental as defined in Clause 1.7.1 of this agreement will be reviewed in an upwards only fashion on its anniversary and any subsequent anniversaries in line with the RPI (Retail Prices Index) increases for the previous 12 months and subject to a minimum of 3% and a maximum of 7.5%

- 1.7.10 Any rent review notice we serve on you will be in writing/email. It must provide you with at least one calendar month in notice prior to the date of the rent increase taking effect. The notice must state the amount by which the rent will increase, the new rental amount and the date on which the new rent is payable from. It may be served no earlier than 90 days before the rent increase will take effect.
- 1.7.11 The initial rent increase may take effect no earlier than the first anniversary of the start of the tenancy as outlined in 1.6.1 of this agreement. Until a rent increase takes effect we retain the right to increase the rent at the start of any subsequent rental period by serving a rent review notice. Once a rent increase has occurred, subsequent rent increases may take effect no earlier than the anniversary of the date of the last rent increase.

**1.8 Deposit**

- 1.8.1 You have to pay a Deposit of £.....
- 1.8.2 Has someone who is not a tenant has paid towards the deposit (Please tick)  
**YES..... NO.....**

**Name/s of people paying towards the deposit**

.....

**Amounts Paid.....**

If there is more than one tenant, I (**name of person signing below**) agree to appoint a tenant representative, as set out in 1.8.8. If there is just one tenant, I authorise the tenant to deal with the deposit.

**Signature of person paying towards the deposit**

.....

- 1.8.3 Except as shown in 1.8.2 you confirm to us that nobody who is not a tenant has paid towards the deposit.
- 1.8.4 The Deposit will be paid to the Landlord.
- 1.8.5 You will not receive interest on the deposit unless it is paid into the Government’s custodial tenancy deposit scheme. If it is paid into that scheme, you will receive any interest that may be due under the scheme’s terms and conditions.
- 1.8.6 You will get the Deposit back when this agreement ends and you leave the property, as long as you have kept to all the agreements and conditions and you have paid all rent and bills for the property. If you do not do so, we may take from your deposit:
  - 1.8.6.1 any rent, or other money you owe us which we have told you about and which is unpaid after the end of the tenancy;
  - 1.8.6.2 any unpaid utility bills (electricity, gas,) or communication services (phone, television packages) or TV Licensing which you are responsible for under this agreement;

1.8.6.3 reasonable costs to make up our losses that result from you having broken any of your agreements, including those relating to cleaning the property or the furniture or fixtures:or

1.8.6.4 the reasonable cost of making good any damage to the property or the furniture or fixtures or anything else for which you may be responsible which is not caused by fair wear and tear. This does not include any damage covered by our insurance policy (except for any insurance excess) or any damage resulting from our failure to carry out any repairs for which we are responsible. We will make allowance for the age and condition of any item as at the start of the tenancy.

If we cannot agree any of these amounts, the matter will be decided by the county court unless we can agree on some other way of sorting out the dispute.

1.8.7 You cannot use the Deposit to pay rent under this agreement.

1.8.8 If you are all content to **appoint a lead tenant**, ..... is chosen to deal with the deposit on your behalf (jointly and individually) and on behalf of anyone who is not a tenant who paid towards the deposit. That person can be replaced as your representative by another of the tenants, as long as you tell us in writing. As soon as is practicable at the end of the tenancy, we will return any Deposit (minus any agreed deduction or money still in dispute) directly to the lead tenant to be allocated as they see fit. Alternatively, if you are not content to appoint a lead tenant then tick here ..... and fill in the required information below:-

Name of Tenant

Amount of Deposit paid

1.8.9 Where no lead tenant is agreed, as soon is practicable at the end of the tenancy we will return the deposit minus any agreed deductions or money still in dispute. A proportion of the deposit will be allocated to each tenant or person paying towards the deposit individually. This proportion will be based on the respective amounts of the amounts of the deposit paid by them at the start of the tenancy, minus their proportion of any agreed deductions or money still in dispute.

1.8.10 Subject to the Tenancy Deposit Protection scheme rules, the Deposit will be refunded to the Tenant, less any deductions, within 15 days once the following have been completed:

1.8.5.1 possession of the Property has been returned to the Landlord and

1.8.5.2 all keys have been returned to the Landlord and

1.8.5.3 both parties have confirmed their acceptance of any Deposit deductions and

1.8.5.4 confirmation has been received from the Local Authority that no claw back of Housing Benefit is due.

1.8.11 The Deposit is not transferable by the Tenant in any way.

1.8.12 **The Deposit will be protected by The Deposit Protection Service (DPS) in accordance with the Terms and Conditions of the DPS. The Terms and Conditions and Dispute Resolution Service Rules governing the protection of the Deposit, including the repayment process, can be found at [www.depositprotection.com](http://www.depositprotection.com)**

1.8.13 In the event that the total amount lawfully due at the end of the tenancy exceeds the amount of the Deposit the Tenant shall reimburse the Landlord or the Landlord's Agent the further amount, within 14 days of the request being made.

### 1.9 Rights of Third Parties

The parties intend that no clause of this agreement may be enforced by any third party, other than the Landlord's Agent, pursuant to the Contracts (right of Third Parties) Act 1999.

## 2 Legal Notices

### 2.1 Section 47

Under section 47 of the Landlord and Tenant Act 1987 the address of the Landlord is stated to be as on the first page of this agreement. The address for service of Notices is as in clause 2.2.

### 2.2 Section 48

Until you are informed in writing to the contrary Notice is given pursuant to section 48(1) of the Landlord and Tenant Act that your Landlord's address for the service of Notices (including Notices in proceedings) is as follows:

.....  
.....

If the tenant wishes to serve notice to end the tenancy, this is the address to which it must be sent.

### 2.3 Notice Served

2.3.1 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 tot you by first-class post to the property address. This means that notices are served on you once they are put through your letterbox, even if you do not receive them because you have moved. **If you give us another address to send notices to, any notice served at that address will be valid, if it is posted by first-class post or left at that address.**

2.3.2 If you need to serve notice on us, you must deliver it by hand or send it by post to the Landlord at the address in clause 2.2. **This address may change**

### 2.4 Notices Received

- 2.4.1 If a relevant Local Authority gives Notice or makes an order in respect of the Property which the Tenant receives at the Property, the Tenant shall provide full particulars to the Landlord's Agent promptly and as soon as reasonably practicable. Where appropriate, the Tenant should take all reasonable steps to comply with it, having first consulted with the Landlord (or Landlord's Agent) as it is appropriate to the situation.

## **2.5 Ending the Tenancy**

- 2.5.1 If the Tenant intends to vacate at the end of the fixed term, or any later date, he agrees to give the Landlord at least one month's prior Notice in writing.
- 2.5.2 While the tenancy is periodic the one month's written Notice must expire the day before a Rent Due Date.
- 2.5.3 If you give us notice that you are going to leave the property before this agreement has ended, you must pay our reasonable costs for reletting the property and pay the rent until a new tenant moves in. We do not have to take the property or the tenancy back from you early unless we want to do so.

## **2.6 Distance Selling Regulations**

- 2.6.1 If this contract is a "distance contract" as defined in the Consumer Protection (Distance Selling) Regulations 2000, then subject to the required information having been provided to the Tenant, the 7 day "right to cancel" will cease immediately the provision of the service commences, in accordance with regulation 13(1)(a) of the above regulations. This means that you will be committed to this tenancy once you take on the Property.

## **3 Possession**

- 3.1 Without limiting the other rights and remedies of the Landlord, the Landlord may seek to lawfully terminate the tenancy by obtaining a court order if:
- 3.1.1 You fail to pay us rent 14 days after it is due, whether you have been asked for it or not.
- 3.1.2 You (or any of you) become bankrupt.
- 3.1.3 Any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended under the Housing Act 1996 apply (these include not paying rent, breaking a term of the tenancy and causing a nuisance or annoyance); or
- 3.1.4 The arrangements for us to repossess the property in section 21 of the Housing Act 1988 apply.
- 3.1.5 The tenancy is not at that time an assured tenancy (including shorthold) (for example it is no longer the only or main home of the tenant or at least one of them where the tenancy is a joint tenancy).

- 3.1.6 This agreement is an Assured Shorthand Tenancy (as defined insertion 19A of the Housing Act 1988). The no-fault arrangements in Section 21 of the Housing Act 1988 for the landlord to repossess the property apply to this agreement. This means that you cannot claim any legal rights to stay on once the tenancy has ended and a court order says you must leave. If we give you a section 21 notice, we must give you at least two months notice in writing. For more information, you should consult a housing advice centre, solicitor or citizens bureau, who can explain what this means.
- 3.1.7 We may repossess the property under Ground 1 in Schedule 2 to the Housing Act 1988 (this applies if we have lived in the property as our only or main home or plan to do so). We may repossess the property under Ground 2 in the same Schedule which allows the lender to repossess it

**IMPORTANT WARNING: We need a court order to repossess the property. You should contact a solicitor, citizens advice bureau or legal advice centre, who will tell you what this means.**

## 4 Tenants Obligations

The Tenant agrees to:

### 4.1 Payments

- 4.1.1 Pay the Rent on the day and in the manor specified.
- 4.1.2 Pay a fair proportion of the charges for Sky or Cable (if Sky or Cable is installed at the property) during the Term of this agreement. If the Landlord is held responsible by law for the payment of any of these bills the Tenant agrees to refund to the Landlord the amount covering the Term of this tenancy.
- 4.1.3 Pay for the reconnection of utilities or other services such as water, gas, electricity or telephone if the disconnection results from any act or omission of the Tenant or the Tenant's agents.
- 4.1.4 Council Tax to be paid by the Landlord, or any replacement taxation (even of a novel nature), in respect of the Property for the Term of this agreement, unless the tenancy is lawfully terminated.
- 4.1.5 Pay our reasonable costs for sending reminder letters concerning breaches of the tenancy agreement. These will be **£20** for each reminder.
- 4.1.6 Pay our reasonable costs for any cheque that does not clear or any unpaid direct debit, or credit card, or standing order payment. These will be **£20** each time this happens.
- 4.1.7 Notify the relevant authorities and arrange and pay final accounts at the end of the tenancy.
- 4.1.8 Pay for the entire invoices and costs of any contractors that the Tenant arranges without having previously obtained the Landlord's authority, unless acting reasonably to effect emergency repairs for which the Landlord is liable.

- 4.1.9 The tenant is responsible for ensuring that they look after the keys for the property throughout the tenancy. If the tenant fails to do so, the tenant will be responsible for covering the reasonable costs of any replacement keys or new locks purchased.
- 4.1.10 Pay any excess on the Landlord's insurance if the claim results from the negligence, misuse or failure to act reasonably by the Tenant or any of his visitors or friends.
- 4.1.11 Pay and arrange for the removal of all vermin, pests and insects, if infestation begins during the Term, woodworm and woodboring insects excepted, unless such infestation occurs as a failure of the Landlord to fulfil his repairing obligations.
- 4.1.12 Pay any costs incurred by the Landlord if, contrary to the terms of this agreement, the Tenant permits the Property to be occupied as a house in Multiple Occupation under the Housing Act 2004 or, contrary to the terms of this agreement, uses the property in such a way as to require it to be licensed. This will usually happen if the Tenant permits additional people of any age to live in the property. Those allowed to live in the property are specified in para 4.4.3.
- 4.1.13 Pay the costs of any court action taken for possession of the property or breach of tenancy, as provided for in the court's judgement.
- 4.1.14 Where the Tenant requests a repair and on inspection the problem has been caused by a failure on the part of the Tenant (for example drains blocked by the Tenant's waste or boiler repair claims caused by not having any credit on a utility meter), the Tenant agrees to be responsible for the reasonable cost of the contractors visit.

## 4.2 Repairs

- 4.2.1 Keep the property including all of the Landlord's machinery and equipment clean and tidy and in good and tenantable condition, repair and decorative order, (reasonable wear and tear, items which the Landlord is responsible to maintain, and damage for which the Landlord has agreed to insure, excepted).
- 4.2.2 Not permit any waste, injury or damage to the Property, or make any alteration or addition to the Property or the style of colour of the decorations.
- 4.2.3 Notify the Landlord promptly of any wet rot, dry rot or infestation by wood boring insects.
- 4.2.4 Where the Tenant, his invited guests or visitors, are responsible by any action for cracked or broken windows or glass doors on the Property, to promptly repair or replace such glass to the required specification and to be liable for the costs involved.
- 4.2.5 Undertake promptly any repairs for which the Tenant is liable following any Notice being served by the Landlord or the Landlord's Agent and if the Tenant does not carry out the repairs the Landlord may, after correct written notice, enter the Property, with or without others, to effect those repairs and the Tenant will pay on demand the reasonable costs involved

- 4.2.6 Where the Property has a chimney that is used by a solid fuel appliance and the Tenant uses the solid fuel appliance, the Landlord agrees to get the chimney swept as often as needed.

### 4.3 The Property

- 4.3.1 Promptly notify the Landlord in writing when the Tenant becomes aware of:
  - 4.3.1.1 any defect, damage or want of repair in the Property, other than such as the Tenant is liable to repair in 4.2.1 above,
  - 4.3.1.2 any Notices, proceedings or letters relating to the Landlord, the Property or use of the Property,
  - 4.3.1.3 any loss, damage or occurrence which may give rise to a claim under the Landlord's insurance.
- 4.3.2 Where reasonable to do so, co-operate in the making of any claim under the Landlord's insurance.
- 4.3.3 Use the Property in the manner a good tenant would.
- 4.3.4 Clean the windows of the Property as often as necessary and in the last two weeks of the tenancy.
- 4.3.5 Not remove any of the Landlord's possessions, fixtures or fittings from the Property or to store them in the loft, basement, garage or outbuildings (if any) without obtaining the prior consent of the Landlord or his Agent. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtains confirmation in writing of any such consent granted). Where such consent is granted, to ensure that any such items are stored safely without damage or deterioration and at the end of the tenancy to return them, within reason, to the same places from which they were removed. Should any part of the Contents be lost, destroyed or so damaged as to be incapable of being restored to its former condition (except such item as may be destroyed or damaged by accidental fire unless the insurance maintained by the Landlord has been wholly or partly invalidated by act or default by the Tenant) to compensate the Landlord in damages for replacing the item(s) or replace them with similar articles of at least equal value.
- 4.3.6 Not exhibit any promotional poster or Notice so as to be visible from outside the Property.
- 4.3.7 Not cause or unreasonably permit any blockage to the drains, gutters and channels in or about the Property. Common causes of blockages for which the Tenant would be responsible would include putting fat down the sink, failure to remove hair from plug-holes and flushing inappropriate things (such as sanitary towels) down the toilet.
- 4.3.8 Not to assign or 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 you 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, costs, or fines we face as a result of you failing to carry out any right to rent check correctly.

- 4.3.9 Not permit any visitor to stay for a period of more than three weeks within any three month period.
- 4.3.10 Permit the Landlord and or his agents or others, after giving 24 hours written Notice and at reasonable hours of the daytime, to enter the Property:
  - 4.3.10.1 to view the state and condition and to execute repairs and other works upon the Property or other properties,
  - 4.3.10.2 to show prospective purchasers the Property at all times during the Term and to erect a board to indicate that the Property is for sale,
  - 4.3.10.3 to show prospective tenants the Property, during the last month of the Term and to erect a board to indicate the Property is to let.
- 4.3.11 Where the Landlord's Agent have served a valid written Notice of the need to enter to view the state and condition or to effect repairs, the Tenant agrees to them using their keys to gain access within three days of such a request being made, (except in case of emergency when access shall be immediate), if the Tenant is unable to grant access to the Landlord or the Landlord's Agent.
- 4.3.12 Not add any aerial, antenna or satellite dish to the building without the Landlord's consent, which will not be unreasonably withheld.
- 4.3.13 Not change the locks (or install additional locks) to any doors in the dwelling house, nor make additional keys for the locks without the Landlord's consent, which will not be unreasonably withheld. All keys are to be returned to the Landlord or the Landlord's Agent at the end of the tenancy.
- 4.3.14 Ensure that the Property is kept secure at all times, locking doors and windows – and activating burglar alarms as appropriate.
- 4.3.15 Keep the Property at all times sufficiently well aired and warmed to avoid build-up of condensation and prevent mildew growth and to protect it from frost. Where such condensation may occur, to take care to promptly wipe down and clean surfaces as required from time to time to stop the build up of mould growth or damage to the Property, its Fixtures and Fittings.
- 4.3.16 Not block ventilators provided in the Property.
- 4.3.17 To take reasonable and prudent precautions expected of a householder as may be required from time to time, but particularly between the months of November and February, to prevent damage by frost occurring to the Property, its Fixtures or Fittings.
- 4.3.18 Report to the Landlord's Agent any brown or sooty build up around gas appliances or any suspected faults with the appliances.
- 4.3.19 Not use any gas appliance that has been declared unsafe by a CORGI engineer, or disconnected from the supply.
- 4.3.20 Not keep, use or permit to be used any oil stove, paraffin heater or other portable fuel burning appliance, or other appliance against the terms of the insurance of the Property, except as provided by the Landlord.
- 4.3.21 Not to keep on, or bring onto the Property, any inflammable or other materials (apart from properly stored fuel or similar material in quantities appropriate for normal domestic use) which might reasonably be considered to be a fire hazard, or otherwise dangerous to the Property or the health of its Occupants or of the neighbours.
- 4.3.22 Be responsible for ensuring that any television used is correctly.

- 4.3.23 Not to keep motorcycles, cycles or other similar machinery inside the Property except in any defined outside area or garage.
- 4.3.24 Pay for any sterilisation and cleansing of the Property made necessary under the Public Health (Control of Diseases) Act 1984 as a result of a person with a Notifiable Disease having been in the Property during the Term.
- 4.3.25 Pay for any reasonable costs, fair wear and tear expected, or redecoration or replacement required as a result of the work carried out under clause 4.3.22.
- 4.3.26 Perform and observe all valid obligations, a copy of which has been provided to the Tenant, of any headlease or covenant on the Property save for those relating to the payment of rent or service charges and to refund to the Landlord all reasonable costs resulting from all claims, damages, cost, charges and expenses whatsoever in relation to any breach of this obligation.
- 4.3.27 Not to keep or store any vehicle without a valid Road Fund Licence, commercial vehicle, boat, caravan, trailer, on the Property.
- 4.3.28 Not to alter the appearance, decoration or structure of the Property or its fixtures and fittings either internally or externally without first obtaining the prior consent of the Landlord or his Agent.
- 4.3.29 Not affix any notice, sign, poster or other things to the external surfaces of the Property in such a way as to cause damage.
- 4.3.30 Internally, not to fix or hang any posters, pictures or ornaments to the walls, ceilings or woodwork with nails, glue, sticky tape, blu-tac or similar adhesive fixings other than solely with a reasonable number of commercially made picture hooks appropriate for the purpose and to make good at the end of the tenancy, or be liable for the costs of making good any unreasonable damage, marks or holes caused by such fixings or their removal.
- 4.3.31 Not prop open any fire doors in the Property or interfere with any self closing mechanism.
- 4.3.32 Not keep any cats or dogs on the Property. Not keep any other pet, animal, bird, reptile, fish, insects or the like on the Property, without the Landlord's consent, which will not be unreasonable withheld. We can withdraw this permission if we have good reason.
- 4.3.33 Not allow children to live in the Property, without the Landlord's consent, which will not be unreasonable withheld.
- 4.3.34 A Gardener (supplied by the Landlord) will keep the garden and grounds properly cultivated according to the season and free from weeds, in a neat and tidy condition. The Tenant is not to alter the character or layout of the garden or grounds. Not to cut down any trees or shrubs or alter the layout of the garden, except with the prior consent of the Landlord or his Agent. (such requests should be put in writing to avoid misunderstandings)
- 4.3.35 Not cause obstruction in any common areas of any building of which the Property forms a part. The Landlord reserves the right to remove or have removed any such obstruction and at his discretion to charge the reasonable costs, payable on demand, to the Tenant for doing so.

**4.4 General**

- 4.4.1 Not permit or suffer to be done on the Property anything which may be, or may be likely to cause, a nuisance or annoyance to a person residing, visiting or otherwise engaged in a lawful activity in the locality. This responsibility includes the actions and behaviour of visitors and friends of the Tenant.
- 4.4.2 Not make or permit any noise or play any radio, television, musical instrument or other equipment in or about the Property between the hours of 11pm and 7.30am so as to be audible nuisance outside the Property.
- 4.4.3 Not carry on any trade or profession upon the Property nor receive paying guests but use the Property only as a private residence for the occupancy of~  
.....
- 4.4.4 Not to use the property as anything other than a private home. However, this does not prevent you working at home as long as you are not using the property to run a business and your home working is purely incidental to using the property as your private home and this is not forbidden under the terms of a lease.
- 4.4.5 Not permit or suffer to be done on the Property anything which may render the Landlord's insurance of the Property void or voidable (i.e. no longer providing cover) or increase the rate of the premium for such insurance.
- 4.4.6 Not use or suffer the Property to be used for any illegal or immoral purpose (note, unauthorised taking or possession of controlled drugs is considered to be illegal for the purpose of this clause).
- 4.4.7 Promptly notify the Landlord or Landlord's Agent if the Property becomes the subject of proceedings under the Matrimonial Causes Act 1973 or the Family Law Act 1996 and supply particulars of such proceedings to the Landlord on demand.
- 4.4.8 Have the use of all appliances provided in the Property, as laid out in the inventory save those which are noted as not working. However, should any items require repair, or beyond repair, the Landlord does not undertake to pay for any such costs of repair or to replace the appliance, except those which the Landlord is responsible to maintain as per the inventory.
- 4.4.9 Forward any correspondence addressed to the Landlord and other notices, orders and directions affecting the Landlord to the Landlord's Agent without delay.
- 4.4.10 Reside in the Property as his only or principle residence. Any change in residential status must be notified to the Landlord's Agent and a new tenancy agreement drawn up if necessary.
- 4.4.11 Not to leave the Property vacant for more than 28 days without providing the Landlord with reasonable notice.
- 4.4.12 Check the inventory and report any errors/deficiencies to the Landlord's Agent, returning a copy with any annotations/corrections as necessary within 7 days.
- 4.4.13 Not change the supplier of any utility services without approval from the Landlord or Landlord's Agent. The Landlord will not unreasonably withhold giving approval. If approval is given, the Tenant will provide the Landlord's Agent with the new supplier's details including the Property reference number.

- 4.4.14 Not change the telephone number of the Property without the written permission of the Landlord. The Landlord will not unreasonably withhold permission.
- 4.4.15 Not alter the operation of, or disable, the smoke alarms.
- 4.4.16 Not disable or alter the operation or code of the burglar alarm.
- 4.4.17 Be responsible for maintenance of the burglar alarm, smoke alarms and carbon-monoxide alarms, including checking the smoke alarms every week and replacing non rechargeable batteries every year. If the alarm is not working after the fitting of a new battery, to promptly inform the Landlord or his Agent.
- 4.4.18 The Tenant agrees not to smoke in the Property and not to permit their friends or visitors to smoke.
- 4.4.19 Defrost fridge and freezer when necessary. You will be responsible for the reasonable cost of making good any damage that is caused because you have not done this.
- 4.4.20 Not dry washing inside the property, except in a ventilated room suitable for such purpose.
- 4.4.21 To take care to replace or have replaced as appropriate, light bulbs, florescent tubes and fuses etc. as and when necessary during the tenancy and to ensure that all light bulbs, florescent tubes and fuses are in place and in working order at the end of the tenancy.
- 4.4.22 To place all refuse and recycling in a proper receptacle and ensure that it is regularly collected by the local authority and, where appropriate, to keep the receptacle only in a place on the Property approved by the Landlord.
- 4.4.23 In order to comply with the requirements of the Party Walls etc Act 1996 (but only upon appropriate formal notice), to permit the owner of neighbouring premises or their authorised workmen or their professional advisors, access to the Landlords Property in order to carry out any work required to the Property or the neighbouring premises.
- 4.4.24 We may keep keys to the property
- 4.4.25 It is a condition of this tenancy that anyone living in the property has a 'right to rent' as set out in section 22 of the Immigration Act 2014.

#### **4.5 Insurance**

- 4.5.1 Be responsible for affecting any insurance the Tenant requires for their own possessions.
- 4.5.2 **The Landlord is not providing any insurance cover for the Tenant's possessions.**
- 4.5.3 To reimburse the Landlord for any excess sum, up to a maximum of £100, payable under the Landlord's Buildings and or Contents insurance policy for each and any claim on the Landlord's policy resulting from any action or interaction on the part of the Tenant, his invited guests or visitors, in breach of this agreement.
- 4.5.4 In the event of loss or damage by fire, theft, attempted theft, flood, impact or other causes to the Property or its Contents, to promptly inform the authorities

as appropriate and the Landlord or his Agent as soon as practicable.  
Subsequently to provide, as soon as it is practicable, full written details of the incident in order for the Landlord or his Agent to assess whether to make a claim on any relevant insurance policy.

- 4.5.5 When the property is left unattended to fasten securely all locks fitted to doors and windows of the Property and ensure the burglar alarm (if any) is set in accordance with the instructions. In particular all keys must be removed from the locks and not left in view and when the household has retired for the night, all external doors and windows must be secured other than the windows in occupied bedrooms.

#### **4.6 End of tenancy**

- 4.6.1 During the last two months of the tenancy, upon prior notification, to permit the Property to be viewed during working hours and/or at other reasonable times including weekends, by prospective tenants or purchasers who are authorised to do so by the Landlord or his appointed Agent. Except where mutually agreed otherwise with the Tenant, the Landlord or his authorised agent or representative will accompany these viewing appointments.
- 4.6.2 During the last two months of the tenancy to permit, at the discretion of the Landlord or his Agent, a For Sale or To Let board to be displayed on the Property.
- 4.6.3 Return possession of the Property at the end of the tenancy in the same good clean state and condition as it was in at the beginning of the tenancy and make good, pay for the repair of, or replace all such items of the fixtures, fittings, furniture and effects as shall be broken, lost, damaged or destroyed during the tenancy (reasonable wear and tear and damage for which the Landlord has agreed to insure excepted).
- 4.6.4 Return all keys to the Property to the Landlord's Agent by 12 noon on the last day of the tenancy (or sooner by mutual arrangement), including any new or additional or duplicate keys cut during the tenancy and to pay the cost of replacing any lock where such keys are missing. Also to leave any meter cards and utility keys with the metering equipment in the Property.
- 4.6.5 Wash (including ironing or pressing) all of the linen (including ironing and pressing where appropriate) of all blankets, bedding, and curtains which have been soiled during the tenancy (reasonable use thereof nevertheless excepted)
- 4.6.6 The Tenant also agrees to have the property/bedroom carpets cleaned throughout to a professional standard at the termination of the tenancy ensuring that the property is returned in the condition that they received it, aside from any fair wear and tear. Fair wear and tear is considered to be a defect which occur naturally or as part of the tenant's reasonable use of the premises.
- 4.6.7 Leave the fixtures fittings, furniture and effects at the end of the tenancy in the rooms and places in which they were at the beginning of the tenancy.
- 4.6.8 To remove all the Tenants refuse and rubbish from within the Property and to ensure that it is stored outside in proper receptacles and, where appropriate,

- make arrangements, with the local authority or others for its prompt removal at the expense of the Tenant before returning the Property to the Landlord.
- 4.6.9 To remove all the Tenant's belongings, property, personal effects, foodstuffs or furnishings and equipment from the Property on or before the last day of the tenancy.
- 4.6.10 Any of the Tenant's belongings, property, or personal effects, foodstuffs, furnishings and equipment left behind at the Property will be considered abandoned if, after the end of the tenancy and after the expiry of 14 days written notice, addressed to the Tenant, to the single address required to be provided by the Tenant under clause 4.6.11 of this agreement or, in the absence of such an address, to the address of the Property, the Tenant has not removed or retrieved them. After this time the Landlord or his Agent, may remove, store or dispose of any such items as he sees fit. The Tenant will remain liable for the costs of arranging such removal storage or disposal and such costs may be deducted from the Deposit and any surplus costs after such deduction will remain the liability of the Tenant.
- 4.6.11 Where such items belonging to the Tenant described in clause 4.6.9 above are of bulky or unwieldy nature, (either individually or as a collection) which may inhibit or unreasonably inconvenience the Landlord or other persons immediate ability to occupy comfortable or make use of, or re-let, or sell the Property, or any part of the Property, the Landlord reserves the right to charge the Tenant damages or compensation at a rate equivalent to the rent, calculated on a daily basis, until the items are removed, either by the Tenant or in line with clause 4.6.9.
- 4.6.12 To provide promptly as soon as is practicable just before or immediately at the end of the tenancy a forwarding or correspondence address to the Landlord or his Agent; for ease of administration and communication between parties, including the process involved in the return of the Deposit.

## 5 Landlord's Obligations

The Landlord agrees with the Tenant as follows:

- 5.1 To pay all assessments and outgoings in respect of the Property (except those for which responsibility is assumed by the Tenant under this agreement)
- 5.2 To allow the Tenant quiet enjoyment of the Property during the tenancy without unlawful interruption from the Landlord or any person lawfully claiming under or in trust for the Landlord.
- 5.3 To return to the Tenant any Rent paid for any period while the property is rendered uninhabitable by fire or other risk for which the Landlord has agreed to insure

- 5.4 That he is the sole owner of the leasehold or freehold interest in the Property and that all necessary consents to allow him to enter this agreement (superior lessors, mortgage lenders or others) have been maintained in writing.
- 5.5 **To maintain a comprehensive insurance policy with a reputable company to cover the Property, and the Landlord's fixtures, fittings, furniture and effects (including carpets and curtains), but not including the Tenant's belongings.**
- 5.6 That the Landlord will not be responsible for any loss or inconvenience suffered as a result of a failure of supply or service to the Property, supplied by a third party, where such failure is not caused by an act or omission on the part of the Landlord.
- 5.7 The Landlord agrees to provide a copy of the insurance and any freehold or headlease conditions affecting the behaviour of the Tenant.
- 5.8 The Landlord agrees to fulfil his obligations contained within Section 11 of the Landlord and Tenant Act 1985. These are quoted below;
  - (a) to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes);
  - (b) to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
  - (c) to keep in repair and proper working order the installations in the dwelling-house for space and heating and heating water.
- 5.9 The landlord is responsible for servicing and maintaining any gas heating system and making sure that all gas appliances in the property are checked each year by an engineer registered with Gas Safe, in line with the Gas Safety (Installation and Use) Regulations 1998.
- 5.10 The Landlord is responsible for making sure that any furniture we provide keeps to the Furniture and Furnishings (Fire) (Safety) Regulations which applied when the furniture was made.

## 6 Tenancy Deposit Protection Prescribed Information

6.1 The contact details for this scheme are as follows:

Name:	The Deposit Protection Service (The DPS)
Address:	The Pavilions Bridgwater Road Bristol BS99 6AA
Telephone Number:	0330 303 003

- 6.2 Please see [www.depositprotection.com](http://www.depositprotection.com) for information provided by the scheme. (Please see Section 3 of The DPS Custodial Terms & Conditions)
- 6.3 The Deposit will only be repaid at the end of the tenancy when the conditions in paragraph 1.8.5 have been completed and the Landlord and Tenant have agreed (Please see Section 14-19 of The DPS Custodial Terms & Conditions), or a dispute has been adjudicated by the Dispute Resolution Service, or on the order of a court.
- 6.4 If either party is not contactable at the end of the tenancy then the other party should contact the scheme provider for advice.
- 6.5 If the Landlord and Tenant do not agree with each other about the amount of the Deposit refund at the end of the tenancy they may either apply to The Deposit Protection Service for the free. The DPS “Dispute Resolution Service” is a straightforward way of resolving disputes at the end of a tenancy. The alternative options to go through the courts, which can be costly and take a long time.
- 6.6 The Deposit Protection Service offer free dispute resolution for Deposits they cover. When using this service, your dispute will be reviewed by a legally-trained adjudicator. They’ll review the evidence you and your Landlord provided and issue a detailed decision within 28 days. (Please see Section 20-23 of The DPS Custodial Terms & Conditions) Please see their web site for details of how and when to apply.
- 6.7 It is the responsibility of the tenant to advise the DPS of any changes to their contact details, including providing forwarding contact details and addresses at the end of the tenancy.
- 6.8 The Deposit value is as per paragraph 1.8.1
- 6.9 The address of the property is as per paragraph 1.5
- 6.10 The contact details of the Landlord are as per paragraph 1.1.1
- 6.11 The contact details of the Tenant are as per paragraph 1.1.2
- 6.12 If the deposit is being paid by a third party information about any Relevant Person is in paragraph 1.1.3
- 6.13 The reasons for possible deductions from the Deposit are listed in paragraph 1.8.4
- 6.14 ~The Lead Tenant for this tenancy will be~ If nominated, this is the person who will be able to deal with Deposit disputes and correspond with The Deposit Protection Service on behalf of the Tenant.
- 6.15 A copy of the Deposit Protection Service Terms and Conditions is available to download from

<https://www.depositprotection.com/custodial-terms-and-conditions-may-2018/>

## 7 Housing Benefit

- 7.1 The Tenant authorises the Local Authority or The Rent Service to discuss with the 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.
- 7.2 If the Landlord's Agent so requires, the Tenant consents to any Housing Benefit being paid by the Local Authority to the Landlord or the Landlord's Agent.
- 7.3 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.

## 8 Guarantor

- 8.1 In consideration for the Landlord granting the Tenant a tenancy of the Property, the Guarantor agrees to pay the Landlord and the Landlord's Agent for any reasonable losses suffered as a result of the Tenant failing to fulfil any of his/her obligations under this agreement or failing to pay Rents or other monies lawfully due.
- 8.2 The Guarantor agrees to pay, on demand and in full, any overdue Rent or other monies lawfully due under this agreement for the full Term and until vacant possession is given to the Landlord
- 8.3 The Guarantor agrees to make payments lawfully due under clause 8.1 or 8.2 even after the Tenant has returned possession of the Property to the Landlord.
- 8.4 If this is a "distance contract" as defined in the Consumer Protection (Distance Selling) Regulations 2000, then, immediately the provision of the service commences, in accordance with regulation 12(1)(a) of the above regulations. This means that you will be committed to this guarantor agreement once the Tenant takes on the Property.
- 8.5 This clause applies if there is a guarantor as per paragraph 1.1.4 for the tenancy and the guarantee ends because the guarantor dies, becomes bankrupt or cancels the guarantee. If it is reasonable for us to do so, within two months of us learning about this we can give you notice in writing to find a new guarantor within 28 days. We must be satisfied with your choice of guarantor. We will give you reasons as to why we need a new guarantor. The guarantor must then, within 28 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. You must tell us as soon as you become aware that the guarantor has died or has become bankrupt.

**SIGNED:** By, or for and of behalf of the **LANDLORD(s)**

**SIGNATURE** .....

**PRINT NAME** .....

In accordance with Statutory Instrument 2007 No. 797 Regulation 2(1)(g)(vii)(bb), the Tenant confirms that the information provided about the Tenancy Deposit Protection prescribed information is accurate to the best of his/her knowledge and belief;

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

**TENANT(S) PRINT NAME** .....

**Signed By** the above named Tenant, in the presence of:-

**WITNESS NAME** .....

**WITNESS SIGNATURE** .....

**OCCUPATION** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**First Guarantor**

**GUARANTORS SIGNATURE** .....

**GUARANTORS PRINT NAME** .....

**Signed By** the above name in the presence of:-

**WITNESS NAME** .....

**WITNESS SIGNATURE** .....

**OCCUPATION** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Second Guarantor**

**GUARANTORS SIGNATURE** .....

**GUARANTORS PRINT NAME** .....

**Signed By** the above name in the presence of:-

**WITNESS NAME** .....

**WITNESS SIGNATURE** .....

**OCCUPATION** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**NEXT OF KIN DETAILS – TO BE USED IN EMERGENCY  
(not your partner or spouse)**

NAME.....

RELATIONSHIP.....

ADDRESS .....

.....

.....

CONTACT NUMBER .....

EMAIL ADDRESS .....

**PLACE OF WORK/COLLEGE DETAILS**

NAME BOSS/TUTOR.....

COMPANY.....

ADDRESS .....

.....

.....

CONTACT NUMBER .....

EMAIL ADDRESS .....

DATE

NAME  
ADDRESS

Dear ..... ,

**RE: ADDRESS.....**

You are entering into an agreement to rent the above property and the law requires your Landlady to provide you with a Gas Safety Report and Electrical Certificate.

Please find attached a copy of the Gas Safety Report and Electrical Certificate which has been emailed to you, that has been supplied by your Landlady or which we have obtained on behalf of your Landlord.

Yours sincerely,

**Landlady/Property Viewings Executive**

I, NAME....., acknowledge receipt of the Gas Safety Report and Electrical Certificate.

**Signature:** .....

**Date:** .....

**SBV PROPERTIES**

DATE

NAME  
ADDRESS

Dear .....

**RE: ADDRESS.....**

You are entering into an agreement to rent the above property and the law requires your Landlady to provide you with a “Tenants Guide To The Deposit Protection Service” along with the “Deposit Protection Service Terms and Conditions”.

Please find attached a copy of the “Tenants Guide To The Deposit Protection Service” and the “Deposit Protection Service Terms and Conditions”, which has been emailed to you, that has been supplied by your Landlady or which we have obtained on behalf of your Landlord.

Yours sincerely,

**Landlady/Property Viewings Executive**

I, NAME....., acknowledge receipt of the “Tenants Guide To The Deposit Protection Service” and the “Deposit Protection Service Terms and Conditions”.

**Signature:** .....

**Date:** .....

**SBV PROPERTIES**

DATE

NAME  
ADDRESS

Dear ..... ,

**RE: ADDRESS.....**

You are entering into an agreement to rent the above property and the law requires your Landlady to provide you with a “How To Rent Guide - The checklist for renting in England”

Please find attached a copy of the “How To Rent Guide - The checklist for renting in England”, which has been emailed to you, that has been supplied by your Landlady or which we have obtained on behalf of your Landlord.

Yours sincerely,

**Landlady/Property Viewings Executive**

I, NAME....., acknowledge receipt of the “How To Rent Guide - The checklist for renting in England”.

**Signature:** .....

**Date:** .....

**SBV PROPERTIES**

DATE

NAME  
ADDRESS

Dear ..... ,

**RE: ADDRESS.....**

You are entering into an agreement to rent the above property and the law requires your Landlady to provide you with a Energy Performance Certificate.

Please find attached a copy of the Energy Performance Certificate which has been emailed to you, that has been supplied by your Landlady or which we have obtained on behalf of your Landlord.

Yours sincerely,

**Landlady/Property Viewings Executive**

I, NAME....., acknowledge receipt of the Energy Performance Certificate.

**Signature:** .....

**Date:** .....

**SBV PROPERTIES**

DATE

NAME  
ADDRESS

Dear ..... ,

**RE: ADDRESS.....**

By law we are required to give you a Privacy Information Notice to tell you what information we collect about you and what we do with it. This is a requirement of General Data Protection Regulation after 25th May 2018. You can access our privacy notice by going to our website following the link [www.sbvproperties.com/privacy-notice](http://www.sbvproperties.com/privacy-notice)

Please find attached a copy of the Privacy Notice which has been emailed to you, that has been supplied by your Landlady or which we have obtained on behalf of your Landlord.

Yours sincerely,

**Landlady/Property Viewings Executive**

I, NAME....., acknowledge receipt of the Privacy Information Notice.

**Signature:** .....

**Date:** .....

**SBV PROPERTIES**

DATE

NAME

ADDRESS

Dear ..... ,

**RE: ADDRESS.....**

You are entering into an agreement to rent the above property and the law requires your Landlady to test the smoke alarms, which are all hardwired and interlinked throughout the house, on your first day of tenancy to ensure they are working.

- 1.  Smoke Alarm situated in Small Hallway that leads to Downstairs Toilet.
- 2.  Combined Heat Sensor/Carbon Monoxide Alarm situated in the Kitchen
- 3.  Smoke Alarm situated in the Kitchen
- 4.  Smoke Alarm situated in the Lounge
- 5.  Smoke Alarm situated bottom of the Landing
- 6.  Smoke Alarm situated top of the Landing
- 7.  Smoke Alarm situated in the Laundry Room
- 8.  6 x Smoke Alarms situated in 6 x Bedrooms

Yours sincerely,

**Landlady/Property Viewings Executive**

I, ....., acknowledge testing all the above smoke alarms and carbon monoxide alarms in the property.

**Signature:** .....

**Date:** .....

**SBV PROPERTIES**