

ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a residential dwelling

Important Notes for Tenants

- This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.
- Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually. Where the tenancy is subject to deposit protection then joint tenants may have to nominate a lead tenant to act on their behalf with the Landlord or Tenancy Deposit Scheme provider or their alternative dispute resolution service provider.
- If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
3. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
4. Section 11, Landlord and Tenant Act 1985 - these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water. Section 9A of the Landlord and Tenant Act 1985 requires the Landlord to ensure the Property is fit for human habitation at the start of the tenancy and during the tenancy.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if it is sent by post in a registered letter (if the letter is not returned undelivered) addressed to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. This agreement has been drawn up after consideration of the Unfair Contract Terms Guidance published by the Competition and Markets Authority.
7. If you accept a tenancy deposit under this tenancy, it must be protected by a tenancy deposit protection scheme and certain documents must be given to the tenant. Take advice if necessary.
8. Where the tenancy becomes a periodic tenancy at the end of the fixed term the Tenant is required to give at least 28 days' notice (or one month in the case of a monthly tenancy) in writing to end the tenancy. The Tenant's notice must end on the first or last day of a period of the tenancy in accordance with the common law rules. The Landlord is required to give at least two months' notice in accordance with the statutory rules prescribed by Section 21 of the Housing Act 1988 but the Landlord's notice does not need to expire on the first or last day of a period of a tenancy. N.B. Notice periods may be extended during the coronavirus pandemic under special transitional rules.

More Information

For more information on using this tenancy agreement please refer to our website: www.letlink.co.uk



THIS AGREEMENT is made BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Acts

Date (XXX)

Landlord(s) (XXX)

Landlord's Agent and Address Kensington Lettings
32 Bath Street, Cheltenham, Gloucestershire, GL50 1YA

Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address

Tenant(s) (XXX) **Tenant(s) Email** (see clause 12.4) (XXX)

Property The dwelling known as (XXX)

Maximum Number of Permitted Occupiers (XXX)

Contents The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory

Term For the term of 6 Months commencing on 30th June 2021 and thereafter shall continue as a (XXX) contractual periodic tenancy on the same terms and conditions until terminated by either party. See note 8.

Rent £1,000.00 pcm, subject to any rent increase as per Clause 3.6

Payable by standing order (other payment methods may be mutually agreed in writing)

Payment in advance in cleared funds by equal (XXX) payments on the 1st day of every (XXX)

Deposit A deposit of £1,153.84 is payable on signing this Agreement. It is protected by the following scheme
[enter name of scheme] [enter website address]

1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above

2.1 Deposit. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to pay and compensate the Landlord for the reasonable costs of any breach of those obligations. It is specifically agreed that this money is not to be used by the Tenant as payment for any rent due under this Agreement. No interest shall be payable on this Deposit. The balance of the Deposit to be paid to the Tenant as soon as reasonably possible after the conclusion of the tenancy, less any reasonable costs incurred for the breach of any obligation as agreed with the Tenant, or decided by the Court or by the appropriate deposit scheme (details of which are contained in the scheme's deposit information leaflet/terms and website)

2.2 Inventory. Where the Landlord or his Agent has prepared an inventory for the Property and given a copy to the Tenant at the start of the tenancy, unless the Tenant returns a signed copy of the Inventory within the first week of occupation with any appropriate alterations or notes as required, it shall be taken that the Tenant accepts the Inventory as a full and accurate record of the condition of the Property and its contents

The Tenant agrees with the Landlord: (clauses 3 to 7)

3. Rent & charges

(3.1) To pay the Rent on the days and in the manner specified to the Landlord's Agent. Interest will be payable on any late rent payments where payments are more than 14 days overdue. Such interest will be payable at an annual percentage rate of 3% above the Bank of England Base Rate calculated on a daily basis starting on the 15th day after the rent due date

(3.2) To pay promptly to the authorities to whom they are due, council tax, water and sewerage charges, gas, electric, television licence and telephone and other communication charges (if any) relating to the Property, where they are incurred during the period of the tenancy or any subsequent periodic tenancy, including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected due to the Tenant's act or default. The Tenant agrees to ensure that all electricity, gas, water and telephone accounts as appropriate are transferred to the Tenant's name on commencement of this tenancy and to notify the Landlord or his Agent prior to changing supplier for any of the utility services stated above

(3.3) To pay the Landlord's reasonable costs incurred as a result of any breach of the terms of the tenancy by the Tenant

(3.4) To pay the reasonable costs of the Landlord or his Agent where the Tenant requests early termination of the tenancy, and the Landlord has accepted the request, or where the Tenant fails to give the legally required notice to end a periodic tenancy

(3.5) To pay the reasonable costs of the Landlord or his Agent where the Tenant requests a variation to the tenancy

(3.6) The Landlord may increase the Rent at the end of the fixed term and annually thereafter by serving notice on the Tenant in accordance with this clause. The Landlord or his Agent is required to give the Tenant at least one calendar month's notice in writing of any rent increase, stating the new rental amount and the date when the increase takes effect. Any rent increase may not take effect during the fixed term or less than twelve months following the date of any previous rent increase

4. Use of the Property

(4.1) Not to assign, sublet, part with possession of the Property, or let any other person live at the Property

(4.2) To use the Property as a single private dwelling as the Tenant's only or principal home and not to use it or any part of it for any other purpose nor to allow anyone else to do so

(4.3) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property

(4.4) Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage, or annoyance to a person residing, visiting or otherwise engaged in lawful activity in the locality

(4.5) Not to keep any cats or dogs at the Property and not to keep any other animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbours) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord

(4.6) Not to use the Property for any illegal or immoral purposes

(4.7) Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the terms in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached

(4.8) The Tenant must not allow the number of persons occupying the Property to exceed the Maximum Number of Permitted Occupiers specified above without the Landlord's prior written consent. Because of houses in multiple occupation regulations and licensing requirements, the Landlord may be prosecuted and fined for allowing this number to be exceeded

(4.9) **This is a non-smoking Property.** The Tenant agrees not to smoke or permit any family member, guest or visitor to smoke tobacco or any other substance in the Property without the Landlord's prior written consent

5. Repairs and Damage to the Property

(5.1) Not to damage the Property and Contents and not to make any alteration or addition to the Property without the written permission of the Landlord, such permission not to be unreasonably refused or delayed. The Tenant agrees to pay for any damage caused by the Tenant, a member of the Tenant's family or his visitors or any other permitted occupiers

(5.2) Not to remove or permit to be removed any furniture or other contents from the Property and to pay the reasonable costs incurred by the Landlord or his Agent in replacing or repairing, or at the option of the Landlord, replace immediately, any furniture or other contents, lost, damaged or destroyed by the Tenant, a member of the Tenant's family or his visitors or any other permitted occupiers

(5.3) To keep the interior of the Property and the Contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted

(5.4) That the Landlord or any person authorised by the Landlord or his Agent may at reasonable times of the day on giving 24 hours' written notice (unless in the case of an emergency) enter the Property for the purpose of inspecting its condition and state of repair

(5.5) To keep the gardens, driveways, pathways, lawns, hedges, rockeries and ponds (if any) regularly maintained in good and safe condition and as neat tidy and properly tended as they were at the start of the tenancy and not to remove any trees or plants

(5.6) To replace all broken glass in doors and windows damaged during the tenancy where the damage has been caused by the Tenant, a member of the Tenant's family or his visitors or any other permitted occupiers

(5.7) Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord, such consent not to be unreasonably withheld

(5.8) To notify the Landlord or his Agent promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property. Additional aerials, satellite dishes and other fixed cables may not be fitted without the Landlord's prior written consent

(5.9) Not to affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause damage

(5.10) To take all reasonable precautions to prevent frost damage at the Property and to keep the Property adequately heated and ventilated to prevent damage caused by condensation or frost

(5.11) In order to comply with the Gas Safety Regulations, it is necessary:

(a) that the ventilators provided for this purpose in the Property should not be blocked

(b) that brown or sooty build-up on any gas appliance should be reported immediately to the Landlord or Agent

(5.12) Not to cause any blockage to the drains, pipes, sinks or baths

(5.13) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent

(5.14) That the Tenant shall be responsible for testing all smoke alarms and carbon monoxide alarms (if any) fitted in the Property on a regular basis and replace the batteries (if any) as necessary. Any faulty alarms should be reported to the Landlord or his Agent

(5.15) To replace all bulbs, fluorescent tubes, fuses and replaceable filters as and when necessary. To follow the manufacturers or Landlord's instructions (where instructions have been provided)

(5.16) To take all reasonable steps to keep the Property free from infestation by vermin and other pests including ants and cockroaches

6. Other tenant responsibilities

(6.1) Within seven days of receipt thereof, to send to the Landlord or his Agent all correspondence addressed to the Landlord or the owner of the Property and any notice, order or proposal relating to the Property (or any building of which the Property forms part) given, made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority

(6.2) To ensure that any claims for Housing Benefit, Universal Credit or equivalent housing support made by the Tenant are legally claimed or received without overpayment

(6.3) That where the Property is left unoccupied, without prior notice in writing to the Landlord or Agent, for a prolonged period, the Tenant has failed to pay rent for that period, and has shown no intention to return, the Landlord may treat these actions as a surrender of the tenancy. This means that the Landlord may take possession of the Property and re-let it

(6.4) To properly secure the Property including all locks and bolts to the doors, windows and other openings when leaving the Property unattended and to notify the Landlord or his Agent in writing where the Property is left vacant for more than 28 consecutive days, and to allow him access to the Property in order to secure it where necessary

(6.5) Not to change passwords, codes or other security settings on any alarm or other electronic controls installed at the Property without the Landlord's written permission

(6.6) To allow contractors access to the Property, upon the Landlord or his Agent giving reasonable written notice, and to allow electrical, gas and similar appliances, pipework and flues to be inspected and maintained. The Tenant further agrees to ensure that any access arrangements made in connection with such inspections or appointments are honoured so that contractors are able to carry out the work on the agreed day

(6.7) To promptly respond to any information requests by the Landlord or his Agent with regard to 'Right to Rent' checks under the Immigration Act 2014 (or any subsequent legislation) and to notify the Landlord of any changes to the Tenant's immigration status

7. End of tenancy

(7.1) To return the Property and Contents at the end of the tenancy in the same clean state or condition as they were at the commencement of the tenancy, with fair wear and tear excepted, and to remove all the Tenant's personal effects and any waste or rubbish from the Property

(7.2) To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy

(7.3) To return the keys of the Property to the Agent on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Landlord or his Agent in replacing keys or securing the Property against re-entry where keys are lost or not returned

(7.4) To provide a forwarding address to the Landlord or his Agent either prior to or at the end of the tenancy

(7.5) To arrange with all utility providers for final meter readings at the Property to be supplied and final bills to be paid at the end of the tenancy

(7.6) To allow the Landlord or his Agent, within the last two months of the tenancy, to erect a sign on or outside the Property to indicate that the Property is for sale or available to let

(7.7) Within the last two months of the tenancy to permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at reasonable hours including at weekends to enter and view the Property with prospective tenants or purchasers, having first given the Tenant a reasonable period of notice

(7.8) To give the Landlord vacant possession of the Property upon expiry of a valid notice seeking possession served by the Landlord or his Agent. Where the Tenant does not give vacant possession, and the Landlord is subsequently granted an order for possession, the Court may order the Tenant to pay the Landlord's reasonable costs of obtaining and enforcing the possession order

8. The Landlord agrees with the Tenant that:

(8.1) The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent. This does not preclude the Landlord from taking action through the courts should the Tenant fail to pay the Rent due or be in breach of the Tenancy Agreement

(8.2) In the event that the Property is rendered uninhabitable by fire or flood or any other risk which the Landlord has insured, other than where the damage has been caused by the act or omission of the Tenant, his family or his visitors then the parties will consider this Agreement as frustrated and terminated subject to the right of the Tenant to recover any rent paid in advance for the period after the termination

9. Forfeiture Provision. The Landlord may apply to the court to end this tenancy and repossess the Property if:

- (a) the Tenant does not pay the Rent (or any part of it) within 14 days of the date on which it is due; or
- (b) the Tenant does not comply with the obligations set out in this Agreement; or
- (c) the Landlord was induced to grant the tenancy by a false statement; or
- (d) any of the Grounds specified in Schedule 2 of the Housing Act 1988 (as amended) apply to this tenancy.

This termination clause operates subject to the proviso that the Landlord must obtain a court order before repossessing the Property

IMPORTANT. Only the Court can order the Tenant to give up possession of the Property

10. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 and to comply with the obligations under section 9A of the Landlord and Tenant Act 1985 (see note 4)

11. In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"The Landlord" includes the persons who during the period of the tenancy have a legal interest in the Property

"The Tenant" includes those who might inherit the tenancy. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually. This means that any one of the members of a joint tenancy can be held responsible for the full rent and other obligations under the Agreement if the other members do not fulfil their obligations

"The Agent" refers to the person or persons appointed by the Landlord to manage the Property and collect Rent, or anyone who subsequently takes over those rights and responsibilities

12. The parties agree:

(12.1) Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home; or intends to occupy the Property as his or her only or main home

(12.2) The tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988

(12.3) Before the Landlord can end this tenancy, he shall serve any notice(s) on the Tenant in accordance with the provisions of the Housing Acts. Such notice(s) shall be sufficiently served if served at the last known address of the Tenant in accordance with section 196 of the Law of Property Act 1925 - see note 5 (subject to the clause below)

(12.4) That notices and other documents given in connection with this tenancy may be served by email on the Tenant at the email address(es) supplied above. Where this clause applies, any such notice or document will be regarded as received by the Tenant at the start of the next business day after it was first sent. *[The Tenant(s) Email may be left blank where the Tenant does not agree to this clause]*

(12.5) Whilst the Landlord or his Agent shall make every effort to keep the Tenant's personal details safe and secure, it may be necessary to share such information with certain third parties for the purposes of the management of the tenancy and for the purposes of enforcing any of the obligations of this tenancy agreement. Such third parties include the Home Office, utility companies, maintenance contractors, credit and referencing agencies and debt collection companies. The Tenant's personal data will be disposed of within a reasonable time after the determination of the tenancy. The Landlord or his Agent will not divulge personal contact details to any other third party organisation for marketing purposes without prior approval unless this is necessary to comply with a statutory obligation

13. Special Conditions. The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto

THE FIRST SCHEDULE (N.B. Clauses in this section have been individually negotiated)

Special conditions *(attach a separate sheet if necessary)*

(XXX)

SIGNED by the LANDLORD(S) :-
(or the Landlord's Agent)

.....

In the presence of :-

Name

Address

.....

Occupation

Witness Signature

SIGNED by the TENANT(S) :-

.....

.....

.....

.....

In the presence of :-

Name

Address

.....

Occupation

Witness Signature

N.B. The tenancy agreement should be signed by all tenants