

Assured Shorthold Tenancy Agreement

This is an agreement for letting a dwelling on a fixed term assured shorthold tenancy under Part 1 of the Housing Act 1988 (as amended). Once this document is signed it will be legally binding and can be enforced in court. It sets out the rights and responsibilities of tenants and landlords under the agreement. **You are strongly advised to read it carefully before agreeing to it and if in doubt with the content of the agreement you can ask the other party for clarification or seek independent advice.** It should be kept for the lifetime of the tenancy as you may need to refer to it in the future.

FIELDS IN BLUE ARE EDITABLE BY THE LANDLORD UNTIL ALL PARTIES HAVE SIGNED THIS AGREEMENT. IF AN ITEM IS CHANGED AFTER SOME PARTIES HAVE SIGNED, ALL PARTIES WILL BE REQUIRED TO SIGN THE CONTRACT AGAIN.

SECTION A: DEFINITIONS AND INTERPRETATION

The definitions and rules of interpretation in this clause apply in this agreement:

Agent: means a company or person who has been engaged by us to manage the Property on our behalf, or anyone who then takes over the rights and obligations of our Agent.

Common Parts: Common Parts means any part of a building containing the Property and any land or premises which the Tenant is entitled under the terms of this Tenancy to use in common with the owners or occupiers of other dwellings.

Contents: means anything provided by us as stated in the Inventory including but not limited to white goods, furniture, cutlery, utensils, implements, tools, equipment or the Fixtures and Fittings.

Emergency: means where there is a risk to life or damage to the fabric of the Building or the Contents.

Fixtures and Fittings: includes references to any fixtures, fittings, furnishings, effects, floor, ceiling or wall coverings.

HMO / House in Multiple Occupation: means that this Property is let to a group of three or more people where at least two people are unrelated.

Joint and Several: means where there are two or more Tenants, you will each be responsible for complying with the obligations in this Agreement both individually and together. We may seek to enforce these obligations or claim damages in any sum against any one or more of you entirely at our discretion.

Landlord: A reference in this agreement to the Landlord includes a reference to the person who is entitled to the immediate reversion to the Tenancy and anyone who becomes entitled, by law, to receive the rent payable under this Tenancy, including the landlord's agent.

Permitted Occupier: means a person who is not a party to the Tenancy, and for the avoidance of doubt is not a Tenant. They have no rights to the property but have been granted permission to occupy it as a guest for a period of time during this Tenancy by the Landlord, if applicable.

Property: The self-contained flat or house we let to you, which is located as described in clause 3.1. It also includes any part or parts of the Property boundaries, fences, garden and outbuildings belonging to us unless they have been specifically excluded from this Agreement. For the avoidance of doubt, where obligations refer to the Property they are also referring to the Room.

Schedule of Condition: is a summary of the condition of the Property or Contents and usually includes a description of any faults, damage or missing items, also called *inventory*.

Superior Lease: sets out the promises we have made to our superior landlord. You will also be bound by these promises if you have prior knowledge of them. The superior landlord is the person who owns the interest in the Property or some larger building that the Property sits within, giving them the right to possession of the Property at the end of our lease.

Tenancy: means the time between the commencement and the termination of this Agreement including any extensions or renewals that may have been granted to you by us.

Tenant: A reference to the Tenant includes a reference to anyone who succeeds to or inherits this tenancy on the death of the Tenant.

Term: means the time between Rent due dates. For example if the Tenancy is weekly and Rent is due on a Wednesday, the Rental Period will be from Wednesday to Tuesday. If the Tenancy is monthly and Rent is due on the 10th of each month, the Rental Period will be from the 10th to the 9th of the following month.

Us, Our, We: means the Landlord.

Working Day: does not include Saturdays, Sundays and Bank Holidays.

You, your: means the Tenant.

References to the singular include the plural and references to the plural include the singular.

- a) A reference to one gender shall include a reference to the other gender and references to the singular include the plural, and vice-versa; and to the 'month' mean calendar month.
- b) A reference to a statute (e.g. an Act of Parliament such as the Landlord & Tenant Act 1985) or statutory provision (e.g. a section of an Act – for example section 11 of the 1985 Act) is a reference to it as it is in force for the time-being, taking account of any amendment, extension or re-enactment of the law concerned.
- c) References to clauses are to clauses of this agreement.
- d) Where two or more persons are named on the tenancy agreement, their obligations shall be joint and several.
- e) The type of contract between the landlord and its agent is a **#tenancy_management_type#** service.

SECTION B: MAIN TERMS OF THE AGREEMENT

The Parties

1.1 This is an agreement for a fixed term assured shorthold tenancy. This agreement is made the day of **#tenancy_start_date#**.

1.2 The parties are:

The landlord(s) ("the Landlord"):

#landlord_name#

Address: **#landlord_address#**

email: **#landlord_email#**

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.

and the following tenant(s) ("the Tenant"):

#tenant_name#

email: **#tenant_email#**

Guarantor: **#tenant_guarantor_name#** (*add if applicable*)

Address: **#tenant_guarantor_address_block#**

email: **#tenant_guarantor_email_block#**

1.3 The parties confirm that they agree with the

[Terms & Conditions](#) and the [Privacy Policy](#) of Rent Happily from the moment they registered their account and/or signed this agreement.

Other Occupiers

- 2.1 The Tenant must ensure that no more than **#tenancy_no_occupants#** (*insert number*) persons live at the Property, including permitted occupiers.
- 2.2 Any obligation on the Tenant under this agreement to do or not to do anything shall also require the Tenant not to permit or allow any Member of the Tenant's Household or visitor to do or not to do the same thing.

The Property

- 3.1 Address and description (e.g. 1 bedroom ground floor flat) of the Property:
#property_address#
The property includes all fixtures and fittings as described in the schedule of condition.
- 3.2 The Property **is / is not** (*delete as appropriate*) currently subject to a mortgage.

The Term And Expiry Of The Fixed Term

- 4.1 The Tenancy created by this agreement:

starts on: **#tenancy_start_date#**
for a term of: **#tenancy_term_in_months# months**,
until terminated early in accordance with the break clause provided under section 8 of the Housing Act 1988, by the clauses provided in Section E of this agreement, or when this agreement is terminated early by mutual agreement between the parties.
- 4.2 This tenancy will become periodic automatically at the expiry of the term, and continue until you or we terminate the tenancy in accordance with clause 4.1 above.
- 4.3 If the Tenant continues to live in the Property after the expiry of the fixed term and no further tenancy has been entered into by the parties, then from the expiry of the fixed term the Tenant shall occupy the Property under a Contractual Periodic Tenancy that rolls on monthly from the fixed term.
- 4.4 If the Landlord wants the Tenant to leave the Property at the end of the fixed term of the Tenancy, the Landlord must:
 - (a) give the Tenant at least two months' notice in writing before the end of the fixed term in accordance with section 21 of the Housing Act 1988; or
 - (b) seek possession on one or more of the grounds contained in Schedule 2 to the Housing Act 1988 (if any of those grounds apply).

The Rent

- 5.1 The rent is **#tenancy_rent_agreed#** (**#tenancy_rent_inwords#**) per ~~week/~~ **calendar month** (*delete as appropriate*), payable in advance on the same day each month, and starting on the date set in clause 4.1 above.
- 5.2 The first payment of rent and deposit is to be made before or on the same day of the tenancy start shown in clause 4.1 above.
- 5.3 Interest of 3% above the Bank of England's base rate will be payable on any rent which is more than 14 days overdue. The interest will be payable from the date on which the rent fell due until the date it is paid.
- 5.4 The first month's rent and the deposit must be paid to the following account, unless agreed differently in writing:

Account holder: **#bank_account#**
Bank or Building Society: **#bank_name#**
Bank Account: **#bank_account_number#**
Sort Code: **#bank_sort_code#**

- 5.5 The Rental Period for the contractual periodic tenancy will be the same as those for which Rent was last payable during the fixed term of the tenancy i.e. the same day of the month.
- 5.6 Subsequent payments of rent must be paid by **standing order** on the same day of each month following the start date mentioned in clause 4.1 to the following account (*delete as appropriate* depending the type of contract mentioned under point e) above):

For **Full Management Service**: to the account described in point 5.4 above;

For **Let Only Service**: to the following account:

Account holder: **#landlord_name#**
Bank or Building Society: **#landlord_bank#**
Bank Account: **#landlord_account_number#**
Sort Code: **#landlord_sort_code#**

- 5.7 The following charges are included in and payable as part of the rent (*place a cross [x] in the boxes which apply*):

Council tax []
Allocated parking space []
Water and sewerage charges []
Gas []
Electricity []
Broadband []
Telephone line rental []
Television license fee []
Other charges included: (*please state*)

The Schedule of Condition

- 6.1 When the Landlord, or someone acting on behalf of the Landlord, has prepared an inventory, it is an integral part of this agreement.
- 6.2 Unless the Landlord receives written comments on or amendments to the inventory within 7 days of the start of the Tenancy, the Tenant shall be taken as accepting the inventory and report of condition as a full and accurate record of the condition of the Property and its contents.
- 6.3 The Landlord must ensure that any comments or amendments received from the Tenant under the above clause are attached to the inventory.

The Deposit

- 7.1 The Tenant must pay a deposit of **#tenancy_deposit#**.
- 7.2 The Tenant agrees that the Landlord may make reasonable deductions from the deposit at the end of the Tenancy for the following purposes:
- (a) except for fair wear and tear, to make good any damage to the Property, the Room, the Common Parts or any of the items listed in the inventory;
 - (b) except for fair wear and tear, to make good any damage to the Property, the Room, the Common Parts or any of the items listed in the inventory;
 - (c) to replace any items listed in the inventory which are missing from the Property or the Room at the end of the Tenancy;
 - (d) to pay any rent or other money due or payable by the tenant under the tenancy agreement;
 - (e) Any unpaid accounts for utilities, energy, telephone charge, water charges or environmental services, Council Tax or other similar services or incurred at the property for which the tenant is liable, including any reconnection charge;
 - (f) any reasonable cost incurred to restore the Premises to the same standard as at the beginning of the tenancy, including cleaning, redecorating, removal, storage and disposal costs incurred by the Landlord;
 - (g) any other breach by the Tenant of the terms of this agreement.

- 7.3 The Tenant shall not be entitled to withhold the payment of any installment of Rent or any other monies payable under this agreement on the ground that the Landlord, or its agent, holds the Deposit or any part of it
- 7.4 If the Deposit is insufficient the Tenant shall pay to the Landlord such additional sums as required to cover all costs, charges and expenses properly due within a period of 14 days from the end of the tenancy.
- 7.5 If you are in a joint tenancy, one of the tenants will have been appointed as a lead (nominated) tenant for the purposes of managing the Deposit, whose responsibility it is 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. As soon as is practicable at the end of the Tenancy, we will return any Deposit (minus any agreed deductions or money still in dispute) directly to the lead tenant to be allocated as they see fit.
- 7.6 For [Management Service](#), the deposit will be protected in the account that Rent Happily hold within the Deposit Protection Service (DPS) Custodial scheme and in accordance with its terms and conditions. The terms and conditions and ADR rules governing the protection of the deposit - including the repayment process - can be found at www.depositprotection.com. The contact details of the scheme provider are:
The Deposit Protection Service
The Pavilions
Bridgwater Road
Bristol
BS99 6AA
Phone: 0844 4727 000
- 7.7 For [Let Only Service](#), the Deposit will be collected by Rent Happily and transferred to the landlord within 5 days of the start of the tenancy. The landlord will have to protect the deposit within 30 days of the start of the tenancy with a recognised deposit government scheme and comply with all statutory requirements of the selected scheme.
- 7.8 We can transfer the Deposit to another government-approved tenancy deposit scheme or change the person who holds the Deposit (unless it has been paid into a government-approved custodial tenancy deposit scheme). If we do this, we will inform you in writing.

SECTION C: TENANT'S OBLIGATIONS

The Tenant must:

- 8.1 To be responsible and liable for all the obligations under this agreement as joint and several Tenants (if applicable).
- 8.2 Pay the rent in advance, on or before the dates agreed in this agreement, whether it is demanded or not.
- 8.3 Except where included in the rent (*see clause 5.7*) pay all council tax, all charges in respect of any electricity, gas or water (including sewerage) services used at or supplied to the Property and pay all charges to the provider for the use of any telephone, satellite, cable or broadband services and television license fee due in respect of the Property during the Tenancy.
- 8.4 Pay us, all reasonable losses, fees, damage costs and expenses incurred by us which we incur:
- in recovering from you of any Rent and any other money which is in arrears;
- the service of any notice relating to the breach by you of any of your obligations under this Agreement whether or not the notice results in court proceedings;
- the cost of any bank or other charges if any cheque written by you is dishonoured or if any standing order or any other payment method is withdrawn by your bankers;
- as a result of any of your breaches of this agreement or in enforcing any provision of this Agreement, including those for seeking possession of the property and/or the Room.
- 8.5 Where any service mentioned above has been disconnected as a result of the Tenant's failure to pay for the service, any reconnection charge will be payable by the Tenant.
- 8.6 Inform us if you change supplier where you are responsible for paying a Utility directly.
- 8.7 Not change the supplier where we are responsible for paying a Utility or we are the account holder.

- 8.8 Not change the utility meters for the Property without our written permission (which will not be unreasonably withheld). If you do, we reserve the right to require you to change the meter back to its original state at the end of the Tenancy at your cost.
- 8.9 Arrange suitable contents insurance which you require for your own belongings. We will have no liability to insure any items belonging to you.
- 8.10 Not bring into the Property any furniture, or electrical equipment or other items which might be a hazard or cause damage or injury to the Property or to other occupants in the Property.
- 8.11 Not introduce into the Property any dangerous or flammable goods, materials, or substances, apart from those required for general household use or store any heating fuel, paraffin or bottled gas or other gaseous fuel without our written permission.
- 8.12 Not put any damaging oil, grease or other harmful or corrosive substance into the washing or sanitary appliances or drains.
- 8.13 Not obstruct the fire escape or common parts of the Property. Any obstructions may be removed by us or our Agent.
- 8.14 Not do anything that would lead to the Property requiring licensing by a local authority if it is not already so licensed or which would lead to a condition of or a statutory obligation associated with any such license being breached.
- 8.15 Occupy the Property as the Tenant's only or principal home and must not use the Property for the purposes of a business, trade or profession or for any illegal, immoral, disorderly or anti-social purposes.
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 as long as this use is not forbidden under the terms of the Superior Lease.
- 8.16 Not do anything or permit to be done to or on the Property, the Room or any Common Parts which may reasonably be considered a nuisance, annoyance or inconvenience to the Landlord, the owner or occupiers of any adjoining property, the neighbours, other adjoining residents or people in the immediate area.
- 8.17 To maintain the Property in good condition of repair and maintenance, and to follow any recommendation of the landlord or the agent in this regard, including the information provided in leaflets, emails, manuals, documents, and any other form of communication.
- 8.18 Not to remove any of the Landlord's contents from the Premises and keep the interior of the Premises and the Landlord's contents in as good and clean state of repair and condition and decoration as the Premises were in at the commencement of the Term and make good all damage and breakages to the Premises which may occur during the Term (fair wear and tear excepted).
- 8.19 Repair any damage that you have done deliberately or that was caused by the neglect or carelessness of you or anyone else living in or visiting the Property. This includes repairing damage caused in this way to the Room, Fixtures and Fittings, Contents, and the Property.
If we give you written notice to repair damage caused in this way, you agree to carry out the repair within one month of the date of the given notice.
- 8.20 Only park in the space allocated to you in this Agreement, if any.
- 8.21 Not use your allocated parking for any purpose other than for the storage of a private motor car or motor bike without our written permission..
- 8.22 Comply with all statutory requirements upon the Tenant in respect of the Premises and contents. This includes (but is not limited to) not bringing into the Premises any furniture, furnishings or personal items that do not meet the required safety standards.
- 8.23 Not to damage the Premises or the building or make any alteration or addition to it, damage or alter the electrical, gas or plumbing system, nor install any gas appliances unless authorised by the Landlord and installed by a registered Gas Safe fitter.
This includes not to erect and or install any aerial, satellite dish or cable television without our written

permission (which will not be unreasonably withheld). Any request for adaptations, auxiliary aids or services in terms of the Equality Act 2010 must be made in writing to us.

- 8.24 Take reasonable care of the Property, any items listed in the inventory and the Common Parts (if any). This includes (but is not limited to) disposing of all rubbish in an appropriate manner and at the appropriate time.
- 8.25 Not make any addition or alteration to the Property or redecorate the Property (or any part of it) without the Landlord's prior written consent which must not be unreasonably withheld or delayed.
- 8.26 Keep clean the windows inside and outside of the Premises, and arrange for any cracked or broken glass panes to be replaced with the same grade and type of glass as existing where the Tenant, any Member of the Tenant's Household or any of the Tenant's visitors cause the breakage.
- 8.27 Not alter or add to the Premises or allow anyone else to do anything on the Premises which may invalidate any insurance of the Premises against fire or increase the ordinary premium for such insurance.
- 8.28 Not fix or suffer to be fixed to the exterior or windows of the Premises any notice board, sign, advertisement poster or aerial.
- 8.29 Not install or change any door locks or alarm codes, and agree that the Landlord should hold the respective codes and a spare set of keys.
- 8.30 Take reasonable precautions to prevent any damage to the Premises resulting from frost. This includes ensuring the Premises is adequately heated during periods of cold weather to ensure the water system does not freeze. Failure by the Tenant to take such precautions will result in the Tenant having to pay for any ensuing damage.
- 8.31 Take all reasonable precautions to prevent condensation and damp by keeping the property adequately ventilated and heated.
- 8.32 Replace any light bulbs, fluorescent tubes, fuses, washers, silicone sealant or batteries promptly and when necessary.
- 8.33 Not keep any cat, dog, bird or other pet at the Premises without the Landlord's written consent; such consent, if granted, to be revocable at will by the Landlord upon giving reasonable written notice. If consent is given, the Tenant agrees to pay an additional amount towards the deposit, and to have the Premises professionally cleaned with de-infestation and disinfection cleaner at the Tenant's cost upon termination of the tenancy.
- 8.34 Keep the exterior of the Property free from rubbish.
- 8.35 Where readily accessible, and with due regard to personal safety, keep the drains, gutters and pipes of the Premises clear of any leaves or debris and take all necessary steps not to block or cause a blockage to the drains and pipes, gutters and channels in or about the Property.
- 8.36 If applicable, keep the garden free from weeds and mow the lawn where appropriate, prune shrubs back if necessary to keep them at a reasonable size, keep borders healthy and paths clear of moss, and not cut down or remove any trees or shrubs altogether. If unsure about climbing plants or trees, ask your agent or landlord.
- 8.37 Notify the Landlord as soon as reasonably possible about any repairs that are needed to the Property or to any items listed on the inventory for which the Landlord is responsible (*see clause 9.3 & 9.5*). This includes to routinely test the operation of all smoke alarms and carbon monoxide detectors and replace the batteries when necessary, and to advise the Landlord immediately should any alarm cease to function or be considered non-operational.
- 8.38 Not leave the Property unoccupied for more than 28 consecutive days without giving notice in writing to the Landlord.
- 8.39 Flush through any water systems following any period where the Property is left unoccupied by running all taps and showers to remove any stagnant water.
- 8.40 Use the facilities provided in the property for storage and disposal of refuse and recycling in accordance with the Council's waste and recycling collection requirements, including presentation for collection at the times indicated by the relevant Waste Management Company.

- 8.41 Agree that if the Property is to be unoccupied for a period of more than 28 consecutive days, the Landlord may have access during that period for the purposes of keeping the Property insured and taking such steps as may reasonably be necessary to mitigate the risk of damage to the Property during that period.
- 8.42 Take reasonable steps to ensure that the Property is secure whenever the Property is unoccupied, including the use of the burglar alarm when applicable.
- 8.43 Not assign or part with or share possession of the Premises or any part of it nor allow the Premises to be occupied by more than the maximum number of permitted persons.
- 8.44 Not take in any lodger, paying guest or person staying on either a permanent or semi-permanent basis.
- 8.45 Not sublet the whole of the Property, or any part of it, without the consent of the Landlord in writing. Such consent must not be unreasonably withheld.
- 8.46 Where we have provided you with a copy of a Superior Lease setting out the promises we have made to our superior landlord, you agree that you will also be bound by these promises, excepting any payments which we are responsible for making under the Superior Lease.
- 8.47 Permit the Landlord (or persons acting on the Landlord's behalf) upon reception of a 24 hours notice (except in an emergency) to enter the Premises to inspect the Property, the Room, and their content and to carry out any works of maintenance or repair to the Premises or elsewhere which the Landlord may consider necessary.
- 8.48 Give the Landlord (or persons acting on the Landlord's behalf) immediate access to the Property in the event of an emergency on the Property.
- 8.49 Forward any notice, order or proposal affecting the Premises or its boundaries to the Landlord or its agent within 5 days of receiving it.
- 8.50 Forward all correspondence addressed to the Landlord at the Property to us within a reasonable time.
- 8.51 Not smoke inside the Premises, or permit others to smoke inside the Premises, without the Landlord's written consent. Such consent, if granted, to be revocable at will by the Landlord upon giving reasonable written notice. For the avoidance of doubt nicotine staining is not considered to be fair wear and tear.
- 8.52 When solid fuel is used in the property for either a stove or an open fire, the tenant must keep a fire extinguisher in full working order near the fire, use solid fuel approved by the Bristol City Council only, and have the chimney swept on a yearly basis, starting before the first fire is lit. The chimney sweep certificate from the contractor has to be sent to the Company or the landlord if managed by them. In case there is an open fire, the tenant must NEVER leave the fire unattended and always use a fire guard.
- 8.53 Maintain and/or replace any worn out washer in taps and any sealant around sinks, showers, basins and/or bathtubs when necessary.
- 8.54 At the end of the Tenancy you agree to:
- give up the Property (or the Room, if applicable) with full vacant possession;
 - give up the Property (or the Room, if applicable) and the Contents and our Fixtures and Fittings in as good a condition as at the start the tenancy (apart from fair wear and tear) and free from rubbish;
 - allow the landlord or Agent to enter the Property (or the Room, if applicable) with a surveyor, an agent, or any other interested person for the purposes of carrying out an inspection;
 - allow the landlord or Agent to enter the Property (or the Room, if applicable) with a prospective tenant or buyer during the last 28 days of the tenancy;
 - return the Property and any items listed on the inventory to the Landlord in the same condition and state of cleanliness as they were at the start of the Tenancy, except for fair wear and tear, and make good or pay for the repair or replacement of any items of the fixtures, fittings and appliances which have been damaged, destroyed or lost. This includes furniture and effects belonging to the landlord when they have been included in the inventory;
 - return all sets of keys and other security devices to us and pay reasonable costs of having replacement locks or other security devices fitted in the event that they are not all returned to us by midday on the day of vacating the Premises;
 - remove all personal belongings (including any furniture) belonging to the Tenant or any Member of the

Tenant's Household or visitor and all rubbish from the Property at the end of the Tenancy. If any such possessions are left at the Property after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges;

- provide us or our Agent with a forwarding address at the end of the Tenancy for ease of administration and communication between both parties including the ease of return of the Deposit.

- 8.55 You agree to allow us to erect a 'to let' or 'for sale' sign at the Property during the last two months of the Tenancy.
- 8.56 At the end of the Tenancy you will be invited to a check-out inspection at a mutually agreed time to assess the condition of the Property compared to the original Inventory and Schedule of Condition. Should you fail to keep to this mutually agreed appointment then you agree to pay us, or our Agent, for any costs incurred in arranging a second check-out appointment. If you do not keep the second appointment, any assessment of the condition of the Property made by the Landlord or the Landlord's Agent shall be final and binding.
- 8.57 Co-operate in the checking-out of any inventory and/or schedule of condition and to pay, or be liable to pay, for any costs incurred in such check-out procedures.

SECTION D: LANDLORD'S OBLIGATIONS

The Landlord must:

- 9.1 Give the Tenant possession of the Property at the start of the Tenancy.
- 9.2 Not interrupt or interfere with the Tenant's right to quiet enjoyment of the Property. The right to 'quiet enjoyment' means that the tenant has the right to live in the property, as their home, without interference from the landlord or anybody else. The landlord cannot make unannounced visits and must comply with the terms of this agreement and the law in all dealings with the tenant.
- 9.3 In accordance with section 11 to 16 of the Landlord and Tenant Act 1985 (repairing obligations in short leases) the Landlord shall:
- (a) keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);
 - (b) keep in repair and proper working order the installations in the Property 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, as and if applicable); and
 - (c) keep in repair and proper working order the installations in the Property for space heating and heating water.
- 9.4 In accordance with section 11 to 16 of the Landlord and Tenant Act 1985, the Landlord is not required:
- (a) to repair anything which the Tenant is liable to repair by virtue of the Tenant's duty to take reasonable care of the Property (*see clause 8.1 to 8.58*);
 - (b) to rebuild or reinstate the Property in the case of destruction or damage by fire, storm or flood; or
 - c. to keep in repair or maintain anything which the Tenant is entitled to remove from the Property.
- 9.5 The Landlord must keep in repair and proper working order any furniture, fixtures, fittings and appliances which are listed in the inventory, except where the damage or need for repair is a result of the Tenant's failure to comply with the obligations in clauses 8.1 to 8.58
- 9.6 Insure the Property against fire, flooding and other risks usually covered by a comprehensive insurance policy and must use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible. The Tenant is responsible for arranging insurance of the Tenant's own belongings.
- 9.7 Provide the Tenant with a copy of the insurance policy at the request of the Tenant.
- 9.8 Where the Property is uninhabitable because of damage caused to the Property by an insured risk then, unless the damage was caused by the Tenant's negligence or failure to comply with the Tenant's obligations under this agreement, the Tenant shall not be required to pay rent until the Property is fit for occupation and use.

- 9.9 Confirm that all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1993).
- 9.10 Confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the tenancy, if required.
- 9.11 Confirm that all electrical appliances comply with the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
- 9.12 Ensure that any electrician carrying out electrical work at the Premises is a competent person registered with a scheme approved by The Department for Communities and Local Government (DCLG).
- 9.13 Pay all assessments and outgoings in respect of the Property which are our responsibility.
- 9.14 Pay the service charges that we are responsible for as specified in this Agreement and or ground rent, if applicable.

SECTION E: TERMINATING THIS AGREEMENT

The following clauses set out the ways in which this agreement may be brought to an end by either party. In addition, these clauses set out the procedures which the Tenant or Landlord shall use when the tenancy is brought to an end.

- 10.1 If the tenancy is within the fixed Term:
 - a) the Landlord may serve on the Tenant the appropriate notice under Section 21(1)(b) of the Housing Act 1988 given during the fixed Term to expire on any day after the last day of the Term
 - b) the Tenant may give notice that they are going to leave the property before the fixed term of this Agreement has ended, and must pay all reasonable costs for reletting the Property and continue to pay the rent in advance for each rent period until a new tenant moves in. We do not have to take the Property or the Room or the Tenancy back from the tenant(s) early unless we want to do so.
- 10.2 If the tenancy has lapsed into a periodic tenancy it may be terminated by:
 - a) the Landlord serving the Tenant at least two months notice in writing under Section 21(4)(a) of the Housing Act 1988 and expiring on any day of the rental period of the tenancy;
 - b) the Tenant giving written notice of at least one full month and expiring on the last day of a period of the tenancy. The notice by the tenant must end on the last day of the Rental Period and must be of sufficient length to be considered valid. This means that for tenancies where the Rent is paid weekly, fortnightly or four-weekly, the notice period must be at least 28 days in length. Where the Rent is paid monthly the notice must be at least one calendar month in length.
- 10.3 If there is a breach of any of the terms of this agreement by the Tenant then the Landlord may serve notice in accordance with Section 8 of the Housing Act 1988.
- 10.4 We have the right to recover possession of the Property by lawful means if:
 - you fail to pay us rent 14 days after it is due, whether you have been asked for it or not;
 - you (or any of you) become bankrupt;
 - any of the grounds listed in Schedule 2 of the Housing Act 1988 apply (these include not paying rent, breaking a term of the tenancy and causing a nuisance or annoyance);
 - the arrangements for us to repossess the property in section 21 of the Housing Act 1988 apply;
 - The tenancy is not at that time an assured tenancy (including a 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);This clause does not affect your rights under the Protection from Eviction Act 1977.
- 10.5 We give you notice that the Property may be repossessed under Ground 1 or Ground 2 in Schedule 2 to the Housing Act 1988.
- 10.6 Termination of this Agreement ends the Tenancy but does not release you from any outstanding obligations or from any obligation which you breached prior to termination.

SECTION F: CONTACT DETAILS AND SERVICE OF NOTICES

11.1 The address for service of written notices and other documents on the Landlord depending the type of contract mentioned under point e) above is (*delete as appropriate*):

For **Full Management Service**: Rent Happily, 23 Westfield Park, Redland, Bristol BS6 6LT
Phone: 0117 3210503

For **Let Only Service**: the landlord's address given in clause 1.2 of this agreement.

11.2 The Landlord agrees that any notices given under or in connection with this agreement which are required to be given in writing may be served on the Landlord either by being left at the address given in clause 11.1 above or by being sent to that address by first class post. Notices shall be taken to be received the day after being left at the property or given in person, or two days after being posted.

11.3 The Landlord **does** / ~~does not~~ (*delete as appropriate*) agree that any notices given under or in connection with this agreement which are required to be given in writing may, alternatively, be sent by email whenever this is a legally valid option. Notices sent by email shall be taken to be received the day after being sent. The Landlord's email address for the service of written notices and for general management enquiries -including emergencies is as follows (*delete as appropriate*):

For **Full Management Service**: Rent Happily, 23 Westfield Park, Redland, Bristol BS6 6LT
Phone: 0117 3210503 email hello@renthappily.co.uk.

For **Let Only Service**: the landlord's address given in clause 1.2 of this agreement

11.4 The Landlord gives the Tenant notice under the Housing Act 1988 that possession may be recovered on the following grounds, whenever applicable:

Ground 2: The Premises is subject to a mortgage granted before the beginning of the tenancy, and the mortgagee is entitled to exercise a power of sale conferred on them by the mortgage or by section 101 of the Law of Property Act 1925 and the mortgagee requires possession of the Premises for the purpose of disposing of it with vacant possession.

11.5 The Tenant agrees that any notices given under or in connection with this agreement which are required to be given in writing may be served on the Tenant during the Tenancy either by being left at the Property or by being sent to the Tenant at the Property by first class post. This means that notices are served on you once they are put through your letter box, even if you do not receive them because you have moved. If you 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.

11.6 The Tenant agrees that any notices given under or in connection with this agreement which are required to be given in writing may, alternatively, be sent by email (except as set out in clause 11.7 below). Notices sent by email shall be taken to be received the day after being sent. The Tenant's email address for these purposes is (are): **#applicant_email_block#** (*insert Tenant's email address(es)*).

11.7 Any notice given under section 8 (notice of proceedings for possession) or section 217(recovery of possession on expiry or termination of assured shorthold tenancy) of the Housing Act 1988 must always be given to the Tenant in hard copy only.

11.8 You agree that the How to Rent Guide, Gas Safety Inspection Report, Electrical Installation Condition Report, Energy Performance Certificate, and Prescribed Information in relation to the government approved tenancy deposit scheme may be served on you as in clause 11.5 above or via email to the email address(es) provided in clause 11.6 above.

SECTION G: THE GUARANTOR

The Guarantor is the person or persons responsible for discharging the Tenant's obligations if the Tenant defaults whether the Landlord elects to pursue the Tenant or not.

12.1 In case of joint tenancy, the Guarantor's Name will be included in the Tenancy Agreement together with all the tenants named on the tenancy. Although tenants on a shared tenancy are joint and severally responsible for the Tenancy Agreement and all the tenant's obligations referred to herein, including the payment of rent, the guarantor is responsible for the share of the tenant they guarantee, and only that share of the rent.

- 12.2 In consideration of the Landlord agreeing at the request of the Guarantor to accept the Tenant as the Tenant of the Premises the Guarantor agrees to fully cover and compensate the Landlord for any loss, damage, costs or other expenses arising either directly or indirectly out of any breach of the agreement or any extension of continuation of the tenancy including any rental increase agreed between the Landlord and the Tenant.
- 12.3 This Guarantee is irrevocable and shall continue beyond the Guarantor's death or bankruptcy throughout the period that the Premises are occupied by the Tenant or any licensee and is not limited to the Term specified in the agreement.
- 12.4 If the Tenant defaults during the initial Term or any extension, renewal or continuation of this agreement or the Tenant is declared bankrupt and the Tenant's Trustee in Bankruptcy elects to disclaim the agreement then on written demand the Guarantor will cover and compensate the Landlord against all losses, claims, liabilities, costs and expenses arising out of or in connection with that default or disclaimer or incurred by the Landlord in connection with the default or disclaimer.
- 12.5 It is agreed that the Guarantor's liability under this Clause will be joint and several with the Tenant which means that each will be responsible for complying with the Tenant's obligations under this agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against the Tenant, the Guarantor, or both of them under these clauses. These obligations will not be cleared or affected by any act, neglect, leniency, or giving of time by the Landlord endeavouring to obtain payment or in the enforcement of the Tenant's covenants. If the Tenant surrenders any part of the Premises the Guarantor's liability will continue in respect of the part not surrendered. Any liability accumulated at the date of surrender will continue unaffected.
- 12.6 The guarantor agrees for their details and information to be accessed should the tenant default on rental payments or apply for a new tenancy agreement in the future. In the event of the guarantor defaulting in respect of their covenants as Guarantor, any such default may be recorded with the Credit Reference Agency, who may supply the information to other credit companies in the quest for the granting of responsible tenancies and credit.
- 12.7 In the event of any default by me in respect of my covenants as guarantor, that any such information may be recorded with the credit referencing agency, who may disclose the disclose to one or more tracing companies and/or debt collection agencies in order to recover any monies due or to trace my whereabouts. I understand that the information provided by me will be used in accordance with the [Privacy Policy](#) of Rent Happily Ltd.
- 12.8 The information provided in this form by me is information described in *Ground 17 of the Housing Act 1996* and I understand that if any information within this application is found to be untrue, it is grounds for termination of the tenancy.

SECTION H: CONDITIONS SPECIFIC TO AN HMO

- 13.1 You, any Permitted Occupiers, and or any guests you bring to the Property must not impede us, our contractors, or our Agent in the performance of the duties imposed on us by legislation or a license condition (if one applies). For the avoidance of doubt, this includes, but is not limited to, refusing us, our contractors, or our Agent, access at reasonable times to perform our management duties.
- 13.2 You must ensure that any rubbish and or recyclable waste, is stored and disposed of in the appropriate receptacle as instructed by the local authority.
- 13.3 You must inform us if the receptacles we, or the local authority have provided for waste disposal are insufficient to store all the waste in the Property.
- 13.4 You must provide us with any reasonable information we, our Agent, and or local authority require in the performance of our HMO management duties.
- 13.5 You must comply with any reasonable requests or instructions we, our Agent, or the local authority make to you in the performance of our HMO management duties.

The Prescribed Information supplied by the Deposit Protection Scheme is mandatory and is considered part of this tenancy agreement.

PRESCRIBED INFORMATION RELATING TO TENANCY DEPOSITS

In accordance with The Housing (Tenancy Deposits) (Prescribed Information) Order 2007

The Deposit Protection Service

NOTE: The Landlord must supply the Tenant with the Prescribed Information regarding any tenancy deposit required to be dealt with under the custodial tenancy deposit scheme.

To: **#tenant_name_block#**

1. The name, address and contact details of the Scheme Administrator of the Tenancy Deposit Scheme that is safeguarding your tenancy deposit is:

The Deposit Protection Service (The DPS)

The Pavilions

Bridgwater Road

Bristol

BS99 6AA

Telephone No. 0844 4727 000

Online: Enquiry Forms are available through the Virtual Customer Service Agent or the Frequently Asked Questions at www.depositprotection.com

2. Information contained in a leaflet supplied by the Scheme Administrator to the Landlord explaining the operation of the provisions contained in the statutory scheme. See attached Terms and Conditions.

3. Information on the procedures applying for the release of the deposit at the end of the tenancy. See attached Terms and Conditions.

4. Procedures that apply under the Scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy. See attached Terms and Conditions.

5. Procedures that apply under the Scheme where the Landlord and the Tenant dispute the amount to be repaid to you in respect of the deposit. See attached Terms and Conditions.

6. The facilities available under the Scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation. There is an alternative Dispute Resolution Scheme available enabling an independent adjudicator to decide on any dispute. See attached Terms and Conditions for further information

7. Tenancy specific information

(a) Amount of deposit paid: **#tenancy_deposit#**

(insert amount of deposit paid; in the case of a joint tenancy it should be the total amount paid)

(b) Address of property to which the tenancy relates: **#property_Address**

(c) Name, address and details of Landlord(s)

Name(s): **#landlord_name#**

Address including postcode: **#landlord_address#**

Telephone Number(s): **#landlord_phone#**

Email address: **#tenancy_start_date#**

Fax Number (if any): **N/A**

(d) Name, address and contact details of the Tenant(s) (in the case of joint tenants insert this information for all tenants).

Name(s): **#tenant_name#**

Address including postcode: **#property_address#**

Telephone number(s): **#tenant_phone_number#**

Email address(es): **#tenant_email#**

Contact address to be used by The Landlord at the end of the tenancy: **N/A**

Name(s): **#tenant_name#**

Address including postcode: **#property_address#**

Telephone number(s): **#tenant_phone_number#**

Email address(es): **#tenant_email#**

Contact address to be used by The Landlord at the end of the tenancy: **N/A**

Note: please see Note 3 below regarding the tenant's or lead tenant's responsibility to register their contact address with The DPS and to ensure that address is updated at the end of the tenancy.

(e) Name of Third Party making the payment:

Address including postcode: **Fill if applicable**

Telephone number(s): **Fill if applicable**

Address(es): **Fill if applicable**

Telephone Number(s): **Fill if applicable**

Note: If there are additional third parties, please attach a continuation sheet with the same information for the further third parties.

(f) Circumstances when all or any part of the deposit may be retained by the Landlord. Refer to Clause(s) **7.1 to 7.4** of the Tenancy Agreement herein.

I/We (being the Landlord) certify that –

(i) The information provided is accurate to the best of my/our knowledge and belief

(ii) I/We have given the Tenant(s) the opportunity to sign this document by way of confirmation that the information is accurate to the best of the Tenant(s) knowledge and belief

THE PRESCRIBED INFORMATION IS SIGNED ELECTRONICALLY AT THE END OF THIS DOCUMENT

NOTES

(1) A copy of the Deposit Protection Service Terms and Conditions must be attached to this document.

It is available to download from <http://www.depositprotection.com/documents/terms-and-conditions.pdf>

(2) The tenant(s) and relevant persons (if any) agree that the lead tenant has been nominated by all the joint tenants and any relevant persons and that the responsibilities of the lead tenant are fully understood by all tenants. The responsibilities are detailed in Section 8 of the attached Terms and Conditions.

(3) It is the tenant's or lead tenant's (where relevant) responsibility to register their contact address with The DPS and to ensure that address is updated at the end of the tenancy.

(4) The document is provided by The DPS by way of information only. The DPS accepts no liability for its contents. It is the Landlord(s) responsibility to ensure it is completed accurately, served on the Tenant(s) within 30 days of receipt of the deposit and to give the Tenant(s) an opportunity to check and sign this document.

Contract Digitally Signed By

Below is the list of people set out to sign the contract, for whom signatures will be collected electronically via our third party software Property File Plus.

The Tenant and the Guarantor (if applicable)

Tenant

Guarantor

The Landlord(s)

Printed Name

Submission of legal documents:

The tenant(s) acknowledges that before signing this tenancy agreement they have received:

- How to Rent Handbook produced by the Department of Communities and Local Government (“DCLG”);
- Gas Safety Certificate for the Property, if there is a gas supply;
- Energy Performance Certificate;
- Electrical Installation Condition Report for the Property
- Prescribed Information specifying how the Deposit is protected;
- Deposit Protection Service (DPS) Custodial Scheme Terms and Conditions.

These documents have been attached to emails, provided in hard copy, or uploaded to the management software used to manage the tenancy document, PropertyFile.

Tenant