

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:

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 (*see clause B3.2*).

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.

Property: A reference to the Property is to the property (or any part of the property) described in clause B3.1.

Tenancy: A reference in this agreement to the Tenancy is to the tenancy created by this agreement.

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

- 1.1 A reference to one gender shall include a reference to the other gender and to the singular include the plural; and to the 'month' mean calendar month.
- 1.2 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.
- 1.3 References to clauses are to clauses of this agreement.

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 (**insert date**).

Between ("the Landlord")
Address:

email:

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

Tenant 1 (insert name)

Tenant 2 (insert name)

Tenant 3 (insert name)

Tenant 4 (insert name)

1.2 Guarantor: (insert name)

Address:

Other Occupiers

2.1 The Tenant must ensure that not more than (insert number) persons live at the Property.

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:

.....

The property includes all fixtures and fittings as described in the inventory.

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:

begins on: (insert date)

and

ends on: (insert date)

unless terminated early in accordance with the break clause provided under section 8 of the Housing Act 1988 or when this agreement is terminated early by mutual agreement between the parties.

4.2 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 statutory periodic tenancy in accordance with section 5(2) of the Housing Act 1988.

4.3 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 £..... (*insert amount*) per ~~week~~/ month (*delete as appropriate*) for the fixed term, payable in advance on the same day each month.
- 5.2 The first payment is to be made on (*insert date*) and further payments are to be made on the SAME DAY OF EACH MONTH beginning on (*insert date*)
- 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 rent must be paid by: **standing order** / ~~direct debit~~ / ~~cheque~~ / ~~cash~~ (*delete as appropriate*) to the following account, unless agreed differently in writing:

Company: **Rent Happily**
Lloyds Bank Account: **3555 5560**
Sort Code: **309626**

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

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

The Inventory And Report Of Condition

- 6.1 When the Landlord, or someone acting on behalf of the Landlord, has prepared an inventory and/or report of condition, it is an integral part of this agreement.
- 6.2 Unless the Landlord receives written comments on or amendments to the inventory and/or report of condition 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 and/ or report of condition annexed to this agreement.

The Deposit

- 7.1 The Tenant has paid a deposit of £..... (*insert amount*).
- 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 Common Parts or any of the items listed in the inventory;

- (b) to replace any items listed in the inventory which are missing from the Property at the end of the Tenancy;
 - (c) to pay any rent or other money due or payable by the tenant under the tenancy agreement;
 - (d) 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;
 - (e) 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.
- 7.2 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
- 7.3 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.
- 7.4 The deposit will be protected by The Deposit Protection Service (The DPS) Custodial scheme 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

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 5.6*) 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 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.
- 8.5 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.
- 8.6 Not do anything or permit to be done to or on the Property 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.

- 8.7 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.
- 8.8 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).
- 8.9 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.
- 8.10 Not to damage the Premises or the building or make any alteration or addition to it, damage or alter the electrical or plumbing system, nor install any gas appliances unless authorised by the Landlord and installed by a registered Gas Safe fitter.
- 8.11 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):
 - (a) taking reasonable steps to keep the Property adequately ventilated and heated so as to prevent damage from condensation;
 - (b) taking reasonable steps to prevent frost damage occurring to any pipes or other installations in the Property, provided the pipes and other installations were adequately insulated at the start of the Tenancy; and
 - (c) disposing of all rubbish in an appropriate manner and at the appropriate time.
- 8.12 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.
- 8.13 Keep clean the windows inside and outside of the Premises, where safe access is possible, 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.
- 8.14 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.
- 8.15 Not fix or suffer to be fixed to the exterior or windows of the Premises any notice board, sign, advertisement poster or aerial.
- 8.16 Not install or change any door locks or alarm codes, and agree that the Landlord should hold a spare set of keys.
- 8.17 Take reasonable precautions to prevent any damage to the Premises resulting from 'freezing-up'. 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.
- 8.18 Take all reasonable precautions to prevent condensation and damp by keeping the property adequately ventilated and heated.

- 8.19 Replace any light bulbs, fluorescent tubes, fuses or batteries promptly and when necessary.
- 8.20 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.
- 8.21 Keep the exterior free from rubbish. If there are common parts to the building, not to obstruct, keep or leave anything in them.
- 8.22 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.
- 8.23. If applicable, keep the garden free from weeds, prune shrubs back if necessary, keep paths clear of moss, cut the grass where appropriate, and not cut down or remove any trees or shrubs.
- 8.24 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.
- 8.25 Not leave the Property unoccupied for more than 28 consecutive days without giving notice in writing to the Landlord.
- 8.26 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.
- 8.27 Take reasonable steps to ensure that the Property is secure whenever the Property is unoccupied.
- 8.28 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.
- 8.29 Not take in any lodger, paying guest or person staying on either a permanent or semi-permanent basis.
- 8.30 Not sublet the whole of the Property, or any part of it, for the entire duration of the Tenancy.
- 8.31 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.
- 8.32 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 and its content and to carry out any works of maintenance or repair to the Premises or elsewhere which the Landlord may consider necessary.

- 8.33 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.
- 8.34 Allow the landlord (or persons acting on the Landlord's behalf) to enter and view the Premises with any prospective future Tenants or purchasers during the last 28 days of the tenancy.
- 8.35 Forward any notice, order or proposal affecting the Premises or its boundaries to the Landlord or its agent within 5 days of receiving it.
- 8.36 Remove all possessions (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. The Landlord will remove and store the possessions for one month (other than any perishable items which will be disposed of immediately) and will take reasonable steps to notify the Tenant. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.
- 8.37 Give vacant possession and return all keys to the Landlord by midday on the day of vacating the Premises, otherwise all costs of gaining entry to the Premises and resealing the Premises will be borne by the Tenant..
- 8.38 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.
- 8.39 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.
- 8.40 Co-operate in the checking 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.
- 8.41 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.
- 8.42 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.
- 8.43 Maintain and/or replace any worn out washer in taps and any sealant around sinks, showers, basins and/or bathtubs when necessary.

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); 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 8.11*);
 - (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 clause 8.11.
- 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.

- 9.11 Confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, 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).

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, the Landlord may serve on the Tenant the appropriate notice under Section 21(1)(b) of the Housing Act 1988 (as amended) given during the fixed Term to expire on any day after the last day of the Term.
- 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 (as amended) and expiring on the last day of a period of the tenancy;
 - b) the Tenant giving written notice of at least one month and expiring on the last day of a period of the tenancy.
- 11.3 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 (as amended).
- 11.4 If the Rent or any part thereof shall be in arrears for at least seven days after the same shall have become due (whether legally demanded or not) or if there shall be a breach of any of the obligations on the part of the Tenant, the Landlord may re-enter the Property (subject to the Landlord obtaining a Court Order for Possession) and immediately thereon the tenancy shall terminate without prejudice to any other rights and remedies of the Landlord.

SECTION F: CONTACT DETAILS AND SERVICE OF NOTICES

- 12.1 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 at the beginning of this agreement 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 the day after posting.
- 12.2 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 these purposes is set out at the beginning of this agreement, if applicable.
- 12.3 The Landlord gives the Tenant notice under the Housing Act 1988 that possession may be recovered on the following grounds:
- 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.

- 12.4 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. Notices shall be taken to be received the day after being left at the Property or the day after posting.
- 12.5 The Tenant 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 (except as set out in clause 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):
..... (*insert Tenant's email address(es)*).
- 12.6 Any notice given under section 8 (notice of proceedings for possession) or section 21 (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.

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.

"Joint and Several" means that the Guarantor will be liable with the Tenant to pay all Rent and any debt arising from any breach of the tenancy until all debt is paid in full.

- 13.1 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 or continuation of the tenancy including any rental increase agreed between the Landlord and the Tenant.
- 14.2 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.
- 14.3 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.
- 14.4 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.

Contract Signed By

Below is the list of people set out to sign the contract, and signatures where they have been collected.

The Tenant(s)

Signature

Printed Name

Date Signed

Signature

Printed Name

Date Signed

Signature

Printed Name

Date Signed

The Guarantor

Signature

Printed Name

Date Signed

The Landlord(s)

Signature

Printed Name

Date Signed

Signature

Printed Name

Date Signed