



## Assured Shorthold Tenancy Agreement

**(1) Landlord -**

**(2) Tenant(s) -**

**Please also complete details on pages 2, 9, 10 and 11 in this agreement with both landlord and tenants to sign on the last page**

**Agreement creating an Assured Shorthold Tenancy - (England and Wales only)**

IMPORTANT: This is a legally binding document. Please read it carefully to ensure that it contains everything you want and nothing you are not prepared to agree

**DATE OF AGREEMENT :** \_\_\_\_\_

**PARTIES**

(1) **Landlord (s) :** \_\_\_\_\_

**Of :** \_\_\_\_\_

(2) **Tenant (s) :** \_\_\_\_\_

**1 Definitions**

In this agreement the following words and expressions have the following meanings:

**Deposit** the Tenant must in addition to the first payment pay a deposit of £\_\_\_\_\_ to the Landlord to be held as a security against a breach of any of the Tenant's obligations in this agreement;

**Fixtures and Fittings** any fixtures and fittings set out in the Inventory and Schedule of Condition;

**Furniture and Effects** any furniture, furnishings and effects set out in the Inventory and Schedule of Condition;

**Inventory and Schedule of Condition** the schedule attached to this agreement setting out and evidencing the state and condition of the Property and any Fixtures and Fittings and Furniture and Effects at the Property at the start of the Term;

**Property** \_\_\_\_\_

**Rent** £\_\_\_\_\_ per calendar month payable in advance from the start of the tenancy in equal monthly instalments

**Rent Payment Day** the \_\_\_\_\_ day of each month / week / four weeks the first payment in the sum of £ \_\_\_\_\_ being payable today;

**Term** a fixed term of \_\_\_\_\_ commencing on and including \_\_\_\_\_

## **2 Interpretation**

### **2.1 In this agreement:**

- 2.1.1 references to 'tenancy' are to the tenancy created by this agreement;
- 2.1.2 the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation';
- 2.1.3 the word 'liability' includes all costs, claims, expenses and loss incurred or suffered by the relevant party;
- 2.1.4 the word 'Utilities' means electricity, gas, water, steam, foul water and surface drainage, heating, ventilation and air conditioning, smoke and fumes, signals, electronic communications and all other utilities serving or consumed at the Property;
- 2.1.5 general words introduced by the word 'other' do not have a restrictive meaning even where preceded by words indicating a particular class of acts, things or matters;
- 2.1.6 an obligation not to do something includes an obligation not to cause or allow that thing to be done;
- 2.1.7 obligations owed by or to more than one person are owed by or to them jointly and severally.

### **2.2 In this agreement unless otherwise specified:**

- 2.2.1 a reference to legislation is a reference to all legislation having effect in the United Kingdom at any time during the Term, including directives, decisions and regulations of the Council or Commission of the European Union, Acts of Parliament, orders, regulations, consents, licences, notices and bye laws made or granted under any Act of Parliament or directive, decision or regulation of the Council or Commission of the European Union, or made or granted by a local authority or by a court of competent jurisdiction and any approved codes of practice issued by a statutory body; and
- 2.2.2 a reference to particular legislation is a reference to that legislation as amended, consolidated or re-enacted from time to time and all subordinate legislation made under it from time to time.

## **3 Letting**

3.1 The Landlord lets to the Tenant the Property for the Term at the Rent.

3.2 It is a condition of this tenancy that the Tenant and any occupiers of the Property over the age of 18, at all times maintain a right to rent in accordance with and as defined by the Immigration Act 2014.

#### **4 Interest**

If the Rent or any other sum payable under this agreement is not paid to the Landlord within 14 days after the due date for payment, the Tenant must pay interest at the rate of 3% per annum above the base rate for the time being of The Bank of England to the Landlord for the period starting on the due date until payment (both before and after any judgment) or until payment is accepted by the Landlord.

#### **5 Tenant's covenants**

The Tenant agrees with the Landlord that:

##### **5.1 Payments**

- 5.1.1 to pay the Rent without deduction or set off at the times and in manner specified in this agreement whether demanded or not;
- 5.1.2 to pay all charges in relation to the supply and use of Utilities and not to cause or permit any Utilities to be disconnected, altered or removed and to pay for any reinstatement, should this be necessary at the end of the tenancy;
- 5.1.3 to pay the Council Tax in respect of the Property for the duration of the tenancy, or any other Local Government or National Tax levied on the occupier of the Property;
- 5.1.4 to pay for the licence fee for any television set in the Property for the duration of the tenancy;
- 5.1.5 to pay the Landlord's or his agent's reasonable costs (including legal fees) in respect of any failure by the Tenant to fulfil his undertakings contained in this agreement, including bank charges incurred by the Landlord or his agent in relation to cheques, standing orders or direct debits for the payment of Rent not being honoured;
- 5.1.6 to pay to the Landlord or his agent the reasonable administration charges of reviewing or extending this fixed term agreement if subsequently agreed;
- 5.1.7 to protect the Landlord from any liability arising from the Tenant failing to comply with any part of this agreement;

##### **5.2 Maintenance**

- 5.2.1 to keep and leave all drains well cleared and not to discharge any unsuitable injurious or poisonous matter or fluid into the drains and to keep all gullies eaves and gutters and down pipes free from obstruction;
- 5.2.2 to keep and leave the interior of Property including any Fixtures and Fittings and Furniture and Effects clean and tidy and in good and tenantable repair and otherwise in the same condition and decorative order (fair wear and tear excepted) throughout the duration of the tenancy as specified in the Inventory and Schedule of Condition;

- 5.2.3 to clean the windows inside and outside at least every three months and promptly to replace any cracked or broken windows or door glass to the Property broken by the Tenant or the Tenant's invitees or guests, at the Tenant's own cost;
- 5.2.4 not to cause any obstruction or damage to any of the plumbing, including drains, pipes, sinks, lavatories or cisterns at the Property;
- 5.2.5 to report without delay all defects and wants of repair for which the Tenant is not responsible;
- 5.2.6 to keep the Property free from all pests or vermin and to inform the Landlord immediately of any infestation or damage so caused;
- 5.2.7 to keep any smoke alarms in good working order by replacing batteries where necessary;
- 5.2.8 to replace all electric light bulbs, fluorescent tubes and fuses;
- 5.2.9 to clean, or pay for the professional cleaning of the Property at the end of the tenancy, to the same standard to which the Property, and Fixtures and Fittings, and Furniture and Effects were cleaned prior to the start of the tenancy, as set out in the Inventory and Schedule of Condition;
- 5.2.10 to keep any garden to the Property properly cultivated with all flower beds in a weed free condition with all perennial plants and shrubs well-tended and their numbers maintained, all fruit trees properly pruned and preserved, the grass areas cut at least once every two weeks during the period 1st April to 30th September, and to maintain and keep tidy any outside areas of the Property and to keep any garden fences and hedges in good repair and condition

### **5.3 Alterations**

- 5.3.1 not to make any alterations or additions to the Property or erect any buildings sheds huts or other erections nor to remove any of the Fixtures and Fittings. If the Tenant wishes to carry out any redecoration of the Property, or any part of it, he must obtain the prior written consent of the Landlord or his agent, will not be unreasonably withheld;
- 5.3.2 not to erect on the Property (which for the avoidance of doubt includes any garden or outside areas) any wireless television aerial satellite dishes or other receiving apparatus for electronic communications of any kind whatsoever;
- 5.3.3 not to alter the garden in any way but to leave the layout of the garden as existing at the start of the tenancy; and
- 5.3.4 not to remove from the Property, the Fixtures and Fittings, nor the Furniture and Effects nor any substituted furniture and effects;

### **5.4 Assignment/subletting**

not to assign (transfer) the tenancy, nor sublet, nor part with nor share possession or occupation of the Property or any part of it or take in lodgers or paying guests;

## **5.5 Animals**

not to keep on the Property or any part of it any poultry or livestock and not to keep any other animals on the Property without prior written consent from the Landlord or his agent. If consent is given for the keeping of animals it may be withdrawn at any time with proper notice and reasonable justification;

## **5.6 Visits by the Landlord**

5.6.1 to permit the Landlord, any superior landlord and all others authorised by them and their agents, with or without workmen, and others at all reasonable times and with reasonable frequency during the tenancy upon providing a minimum of 24 hours' written notice (except in the case of emergency when no prior notice is required) to enter the Property for examining, maintaining or repairing the Property or any of the contents, or the carrying out of safety inspections;

5.6.2 to permit the Landlord, any superior landlord and all others authorised by them:

- (a) at reasonable times of the day to conduct viewings of the Property with prospective mortgagees, purchasers, or (during the last two months of the tenancy) tenants by prior appointment;
- (b) to put up and maintain in a conspicuous part of the Property during the last two months of the tenancy a notice that it is to be sold, let or otherwise dealt with;

## **5.7 Activities at the Property**

5.7.1 not to carry on or permit to be carried on at the Property any trade or business or its use otherwise than as a single private dwelling for the Tenant, the Tenant's spouse or partner and children;

5.7.2 not to register a company at the address of the Property;

5.7.3 not to hold or allow any sale by auction at the Property;

5.7.4 not to use the Property for any illegal purposes;

5.7.5 not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Property;

5.7.6 not to consume or allow to be consumed at the Property any drugs or any other substance which are, or become, prohibited or restricted by law other than according to any conditions required for the legal use of such restricted substances;

5.7.7 not to keep any dangerous or inflammable goods, materials or substances in or on the Property, apart from those required for general household use;

5.7.8 not to do or permit to be done on the Property any act or thing which may be or become a nuisance damage annoyance or inconvenience to the Landlord or the owners or occupiers of any neighbouring land;

- 5.7.9 not to contravene the terms of any insurance of the Property or do anything which would increase the ordinary premium;
- 5.7.10 to comply with all legislation applicable to the use or occupation of the Property;
- 5.7.11 at all times except for the day of emptying them, to place all refuse in proper receptacles out of view and not to store bags or loose refuse outside;
- 5.7.12 to dispose of all refuse through the services provided by the local authority;
- 5.7.13 not to leave the Property vacant for more than 14 days without first notifying the Landlord in writing and if the Property is left vacant for whatever period to protect the Property from frozen or burst pipes or other damage and it is expressly agreed that the Tenant is liable for the cost of remedying any damage arising from failure to do so;
- 5.7.14 not to leave cars visiting the Property or in the ownership of the Tenant in a position that may obstruct the free movement of other road users;
- 5.7.15 to park only in the space(s) allocated to the Property;
- 5.7.16 to park private vehicles only at the Property;
- 5.7.17 to keep any parking space and any driveway free of oil and to pay for the removal and the cleaning of any spillage caused by a vehicle of a Tenant, his family or visitors;
- 5.7.18 not to arrange to disconnect any telephone service to the Property and not to change the telephone number without the prior written consent of the Landlord or his agent;
- 5.7.19 not to do anything at or use the Property in a way which contravenes a restriction on the Landlord's freehold or superior leasehold title, or puts the Landlord in breach of any of the terms of any superior lease, so long as such matters have been brought to the Tenant's attention;

## **5.8 At the end of the tenancy**

- 5.8.1 at the end of the tenancy to leave the Furniture and Effects in the rooms in which they were at the start of the tenancy;
- 5.8.2 at the end of the tenancy to deliver up to the Landlord the Property and all Fixtures and Fittings and Furniture and Effects and any additions or any substituted furniture and effects professionally cleaned and tidy and in good repair, condition and decorative order in accordance with this agreement;
- 5.8.3 at the end of the tenancy the Tenant will return all keys to the Landlord or its agent and provide a forwarding address for correspondence;
- 5.8.4 notwithstanding the Term to give to the Landlord a minimum of two months' written notice in the event that the Tenant does not wish to continue this agreement beyond the Term or wishes to determine any continuation of the Term.

## **6 Recovery of possession for breach of agreement**

If and whenever during the Term:

- 6.1 the Rent or any part of it is in arrears for 14 days after it has become due (whether legally demanded or not); or
- 6.2 there is a breach of any of the obligations or agreements on the part of the Tenant; or
- 6.3 any of the grounds for possession in the Housing Act 1988, Schedule 2 apply—that is:

### Part I Grounds

- 6.3.1 1 (landlord's principal home),
- 6.3.2 2 (tenancy subject to prior mortgage),
- 6.3.3 7 (death of tenant),
- 6.3.4 7A (conviction or serious offence),
- 6.3.5 7B (tenant or occupier is a disqualified person),
- 6.3.6 8 (substantial rent arrears),

### Part II Grounds

- 6.3.7 10 (some rent unpaid),
- 6.3.8 11 (persistent delay in paying rent),
- 6.3.9 12 (breach of any obligation in the tenancy other than to pay rent),
- 6.3.10 13 (acts of waste),
- 6.3.11 14 (nuisance or annoyance),
- 6.3.12 14ZA (conviction of an indictable offence),
- 6.3.13 14A (domestic violence),
- 6.3.14 15 (damage to furniture), or
- 6.3.15 17 (false statement);

then the Landlord may re-enter upon the Property or any part in the name of the whole resuming possession on the Fixtures and Fittings and Furniture and Effects and the tenancy shall absolutely determine but without prejudice to the other rights and remedies of the Landlord but the Landlord will not whilst the Tenant is residing in the Property physically retake possession without first obtaining a court order.



## **7 Landlord's covenants**

The Landlord agrees with the Tenant:-

- 7.1 to keep in tenable repair the structure and the exterior of the Property (including drains gutters and external pipes) and to keep in repair and proper working order the installations (if any) in the Property for the supply of water gas and electricity and for sanitation (including basins sinks and sanitary conveniences but not any appliances and related fixtures and fittings for making use of water gas or electricity) and for space heating and heating water provided that the Landlord is not required:
- 7.1.1 to carry out any works or repairs for which the Tenant is liable by virtue of its duty to use the Property in a tenant-like manner; or
- 7.1.2 to rebuild or reinstate the Property in the case of destruction or damage by fire by tempest flood or other inevitable accident; or
- 7.1.3 to keep in repair or maintain anything which the Tenant is entitled to remove from the Property.
- 7.2 The Landlord agrees with the Tenant that the Tenant paying the rent and performing and observing all his or her obligations under this agreement may quietly possess and enjoy the Property during the tenancy without any unlawful interruption from or by the Landlord or any person claiming through or under or in trust for the Landlord.
- 7.3 The Landlord shall provide to the Tenant (s) : 'How to Rent' leaflet, copy of Energy Performance Certificate and copy of Landlord's Gas Safety Certificate. By signing this agreement the Tenant(s) confirm receipt of these documents.

## **8 Service of notices**

- 8.1 Any notice served by the Landlord on the Tenant must be served in writing and will be deemed sufficiently served if sent by registered post to or left at the Property.
- 8.2 Any notices served by the Tenant on the Landlord must be served in writing and must be sent to \_\_\_\_\_ by first class or registered post. The address given in this clause is the Landlord's address for the purposes of section 48 of the Landlord and Tenant Act 1987 at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord.

## **9 Interruptions to the tenancy**

- 9.1 If the Property is destroyed or made uninhabitable by fire or any other risk, rent will cease to be payable until the Property is reinstated and rendered habitable; unless the Property was damaged or destroyed because of any thing done or not done by the Tenant, his family or visitors.
- 9.2 If the Property is not made habitable within one month, either party may terminate this agreement by giving immediate notice to the other party.

## **10 Ending the tenancy**

- 10.1 The Landlord may, at any time after the first four months of the Term, give the Tenant at least two months' written notice to terminate this tenancy upon which the Tenant will deliver up vacant possession of the Property in accordance with the terms of this agreement.
- 10.2 The *Tenant* may at any time after the *Term (it being no less than six months)*, give the Landlord at least one month's notice to terminate the tenancy.
- 10.3 The Tenant cannot normally end this agreement before the end of the fixed term. However after the first three months of the fixed term, if the tenant can find a suitable alternative tenant, and provided this alternative tenant is acceptable to the Landlord (the Landlord's approval not to be unreasonably withheld) the Tenant may give notice to end the tenancy on a date at least one month from the date that such approval is given by the Landlord. On the expiry of such notice, provided that the Tenant pays to the Landlord the reasonable expenses incurred by the Landlord in granting the necessary approval and in granting any new tenancy to the alternative tenant, the tenancy shall end.

## **11 Deposit**

- 11.1 The Landlord acknowledges receipt of the Deposit from the Tenant.
- 11.2 At the end of the tenancy the Landlord will be entitled to withhold all or part of the Deposit that may be reasonably required to:
- 11.2.1 make good any damage to the Property or to any Fixtures and Fittings or Furniture and Effects (except for fair wear and tear) caused by the Tenant's failure to take reasonable care;
  - 11.2.2 replace any items which may be missing from the Property and specified in the Inventory and Schedule of Condition;
  - 11.2.3 pay any unpaid Rent;
  - 11.2.4 pay for the cleaning of the Property if the Tenant failed to comply with his obligations in this agreement; and
  - 11.2.5 any of the payments due under clause 5.1.

## **12 Deposit scheme arrangements**

- 12.1 The Deposit is protected by \_\_\_\_\_  
The Deposit is held by \_\_\_\_\_
- 12.2 The Landlord has, or will within 30 days of the Deposit being received, provide the information required under section 213(5) of the Housing Act 2004.
- 12.3 The Landlord and the Tenant agree that any interest accrued from the Deposit will be paid to the Landlord.

- 12.4 The Landlord will inform the Tenant within ten working days of the tenancy ending that it intends to withhold all or part of the Deposit in accordance with clause 11 of this agreement.
- 12.5 The Landlord will inform the \_\_\_\_\_ (name of Deposit Scheme) within 20 working days of the tenancy ending that the Deposit is to be repaid in the sums agreed between the Landlord and the Tenant or that the parties are in dispute as to the amount to be repaid.

**13 Notifications**

- 13.1 The Landlord notified the Tenant that the Landlord previously occupied the Property as the Landlord’s only or principal home and the Landlord may rely on Ground 1 of Schedule 2 to the Housing Act 1988 to recover possession of the Property in circumstances where the Landlord requires the Property as the Landlord’s only or principal home.
- 13.2 The Landlord notified the Tenant that the Property is subject to a mortgage granted prior to the start of the tenancy for purposes of Ground 2 of Schedule 2 to the Housing Act 1988 and has served notice in accordance with Ground 1 of Schedule 2 to the Housing Act 1988.

**SIGNED** by the Landlord \_\_\_\_\_

**SIGNED** by the Tenant (s) \_\_\_\_\_  
\_\_\_\_\_

In the presence of (Witness) \_\_\_\_\_

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