

An Assured Shorthold Tenancy Agreement

For a house or flat with non-resident landlord

THIS FORM OF AGREEMENT IS A BINDING DOCUMENT.

BEFORE SIGNING IT YOU SHOULD READ IT CAREFULLY TO ENSURE THAT
IT CONTAINS EVERYTHING YOU DO WANT AND NOTHING
UNACCEPTABLE TO YOU.

The Landlord

.....

The Tenant

.....

(In this Agreement the term "the Tenant" applies to each named joint tenant. Each individual tenant enjoys the full rights and is fully responsible for the obligations set out in this Agreement.)

The Property

.....

together with the fixtures and fittings and also the items set out in the inventory (if any).

The Term

For a fixed period of months from to

The Rent

At a rent of per payable every by equal payments in advance, first payment due onand every thereafter on the same day in each

Method of Payment

.....

The Deposit

The deposit shall be

Details of Agent

.....

.....

.....

Terms and Conditions

1 General

In this Agreement any reference to the masculine includes the feminine.

This Agreement is for the letting of all types of residential accommodation whether unfurnished or furnished in accordance with the inventory signed between the parties.

This Agreement is an Assured Shorthold Tenancy as defined in Section 19A of the Housing Act 1988 (as inserted by Section 96 the Housing Act 1996). The Landlord may recover possession of the Property at the end of the Term by obtaining a court order pursuant to the provisions of Section 21 of the Act, as amended by Sections 98 and 99 of the 1996 Housing Act.

This Agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985, where applicable to this Tenancy. This makes provision for the Landlord to repair the structure and exterior of the premises and certain installations in the premises.

2 Ownership and Permission to Let

The Landlord warrants that he is legally entitled to grant this tenancy and has obtained the appropriate consent from any mortgage lender or superior landlord or other interested party. The Landlord also confirms that the Property is not subject to any restrictive covenant or other provision which has not been disclosed to the Tenant which would restrict or lessen the Tenant's enjoyment of the Property.

3 The Property

The Property is the Property specified above, together with any outside space or garden and, where applicable, the Landlord's fixtures and fittings in the premises or as stated in the inventory (if any).

4 Rent

The Tenant shall pay the rent by the method and at the times specified above.

5 The Deposit

The deposit specified above shall be paid by the Tenant on the signing of this Agreement and is to be held by the Landlord for the duration of the tenancy as security against the Tenant's failure to pay the rent or non-performance of his obligations laid down within this Agreement. This includes any breach by the Tenant of his obligations as to the cleaning of the premises, the cleaning of any fixtures and fittings therein and the return of all keys.

The deposit is not to be used by the Tenant towards the final rent payment. The deposit shall be returned to the Tenant (without interest and less any relevant deductions) within 28 days of the termination of the tenancy and the vacation of the premises. Where there is more than one right to make a deduction, the Landlord has the right to appropriate the deposit as he sees fit.

6 Forfeiture and Interest on Payments in Arrears

Where the rent, any part of it, or any other sum due from the Tenant under this Agreement, is in arrears of 14 days or more after it has become due, whether legally demanded or not, or the Tenant has breached any of the terms of this Agreement, or any of the grounds set out as Grounds 2, 8 or Grounds 10-15 (inclusive) (which relate to breach of any obligation by a Tenant) contained in the Housing Act 1988 Schedule 2 apply, then the Landlord shall be entitled to end the Tenancy either (a) by serving the appropriate notice and obtaining a court order, or (b) by re-entering the Property if it is no longer occupied by the Tenant or anyone else with a lawful right to live in it. If the Landlord exercises this right of forfeiture, it shall be without prejudice to the other rights and remedies of the Landlord.

continued>

Where the rent or any other sum due by the Tenant under this Agreement is in arrears, whether legally demanded or not, the Landlord shall be entitled to charge interest at the rate of 4% above the prevailing base rate of the Bank of England on the outstanding sum from the date when the same became due until the date of payment.

7 Insurance

7.1 The Landlord agrees to insure the Property and, if the Landlord so wishes, the Landlord's fixtures, fittings and effects, including such electrical appliances as are not the Tenant's responsibility, against loss or damage by fire, lightning, storm, flood, impact, riots, malicious damage, damage from burst pipes, theft and third party risks and such other risks as are normally covered by a Householder's Comprehensive Policy, and to supply a copy of the current policy to the Tenant upon request.

7.2 If the Tenant so wishes, he can insure his personal effects, which shall not be the Landlord's responsibility.

7.3 The Tenant shall not (nor allow others to) do anything that will adversely affect the Landlord's insurance of the Property.

8 Quiet Enjoyment and Possession

The Landlord agrees, subject to the Tenant paying the rent and observing and performing the obligations set out on this Agreement, not to interrupt or interfere with the Tenant's right to quiet possession and enjoyment of the Property.

9 Communal Areas

The Tenant shall take reasonable care to keep the common entrances, halls, stairways, lifts, passageways and any other common parts including their electrical lighting, in reasonable repair and fit for use by the Tenant and other occupiers and visitors to the Property.

10 Use of Property

The Tenant shall use the Property for residential purposes only and shall not (nor allow others to) operate a business at the property or use it for any improper, immoral or illegal purposes.

11 Assignment

The Tenant shall not assign, sublet, charge or part with or share possession or occupation of the Property or any part thereof without the prior written consent of the Landlord (and the Landlord is not entitled to withhold that consent unreasonably).

12 Nuisance

The Tenant shall not (nor allow others to) cause nuisance or annoyance to the Landlord, other tenants or any neighbours.

13 Damage

The Tenant shall not (nor allow others to) cause any damage or injury to the exterior, structure or any part of the Property.

I 4 Alterations to Property

The Tenant shall not (nor allow others to) make any alterations, improvements or additions to the Property, including the erection of a television aerial, external decoration and additions to or alterations to, the Landlord's installations, fixtures and fittings, and the Tenant shall not (nor allow others to) remove any of the items specified in the inventory (if any) or any of the Landlord's possessions, from the premises.

I 5 Locks

The Tenant shall not alter or change or install any locks on any doors or windows in or about the Property or have additional keys made for any locks without the prior written consent of the Landlord.

I 6 Pets

Without the express written permission of the Landlord, the Tenant shall not (nor allow others to) keep or allow pets of any kind on the premises. Any permission which is given may be cancelled by the Landlord.

I 7 Cleaning and Maintenance

17.1 The Tenant shall keep the interior of the premises in good repair and condition and in good decorative order, subject to the Landlord providing and maintaining a vacuum cleaner and other appropriate implements for this purpose.

17.2 The Tenant is responsible for cleaning, maintaining and keep free from all blockages and obstructions all baths, sinks, lavatories, cisterns, drains, gutters, pipes, chimneys and the like (where applicable).

17.3 The Tenant is responsible for the cleaning of any carpets, curtains, furnishings or other items listed in the inventory (if any).

17.4 The Tenant is responsible for the maintenance and servicing of all mechanical and electrical appliances listed in the inventory (if any).

17.5 The Tenant is responsible for the cleaning of the insides of all windows and for immediately replacing any broken glass, howsoever caused.

I 8 Garden

The Tenant is responsible for the maintenance of any garden areas and for keeping such areas neat and tidy and free from weeds, with any grass kept cut, subject to the Landlord providing and maintaining appropriate garden tools for this purpose.

I 9 Repairing Damage

The Tenant agrees to make good any damage to the Property or to the Landlord's fixtures and fittings or to the common parts caused by the Tenant or any visitor of the Tenant to the Property, fair wear and tear excepted, and to pay any costs incurred by the Landlord carrying out such works in default.

I 20 Reporting Disrepair

The Tenant shall report to the Landlord any disrepair or defect in respect of the Property or the fixtures and fittings and report any failure of mechanical or electrical appliances.

21 Utilities

The Tenant is responsible for informing the relevant Authorities and for the payment of bills generated for the supply and consumption of any services such as gas, electricity, telephone, water etc. The Tenant shall not do anything that may cause the disconnection of any of these supplies.

22 Council Tax

The Tenant is responsible for performing his obligation to pay Council Tax (or any similar tax or levy).

23 Rights of Access

23.1 The Tenant shall allow the Landlord, his agent or contractors access to the Property at reasonable hours during the day, to inspect the condition of the Property or to carry out repairs or other works to the Property or to carry out maintenance of the appliances. The Landlord shall normally give at least 24 hours' notice but the Tenant shall give immediate access in an emergency.

23.2 The Tenant shall allow the Landlord or his agent access to the premises at reasonable hours during the final 28 days of the tenancy, to show the premises to prospective Tenants or at any time to show the premises to a prospective purchaser or anyone acting on his behalf.

24 Property Left Unattended

Whenever the Property is left unattended, the Tenant must fasten all locks to all doors and windows and activate any burglar alarm, to prevent unauthorised access to the premises. The Tenant should notify the Landlord if he intends to leave the premises vacant for a period in excess of 14 consecutive days and in such a case, the Tenant shall take all reasonable steps to avoid damage from burst pipes in freezing weather.

25 Gas Safety

The Landlord shall ensure that all gas appliances, flues and installation pipe work in the Property are checked by a British Gas or CORGI registered technician on an annual basis and that a record is kept stating the defects found (if any) and the remedial action taken.

26 Electrical Safety

The Landlord confirms that all electrical appliances and equipment supplied by him are safe so as not to cause danger.

27 Furniture and Furnishings

The Landlord is responsible for ensuring that all furniture and furnishings have passed the relevant fire safety tests.

28 Uninhabitable Rooms

The Landlord is responsible for returning to the Tenant any portion of rent paid for any period that the Property is rendered uninhabitable by fire or other risk against which the Landlord has effected insurance.

29 Moving Out

29.1 At the end of the tenancy the Tenant shall give the Landlord vacant possession and shall return all the keys of the Property and remove all furniture owned by the Tenant, personal effects and rubbish and leave the Property and the Landlord's fixtures and fittings in the same condition and state of repair as at the start of the tenancy, fair wear and tear excepted.

29.2 The Tenant shall provide a forwarding address for the return of any deposit.

30 Inventory Check and Return of Deposit

At the end of the Tenancy the Landlord shall check the inventory room by room. If the Landlord is not satisfied as to the condition of the room or anything in it, the Landlord may propose a deduction of a sum from the deposit, in order to put the matter right. The Landlord must provide a written breakdown of any deduction proposed. If the Tenant does not agree to the sum claimed, the Landlord shall obtain a written quote for the cost of rectifying the matter and provide a copy to the Tenant. At the request of the Tenant, the Landlord shall provide evidence that the Landlord has in fact incurred any expenditure claimed from the deposit. The deposit or the balance of the deposit shall be returned to the Tenant within 28 days of the Tenant vacating the Property or, in special circumstances, as soon as possible, with the reasons for the delay provided in writing to the Tenant.

31 Notices

Any notice to be served under this Agreement may be delivered by hand or may be sent by registered post, recorded delivery, fax or email. If served on the Tenant, a notice should be served at the Property or sent to any fax number or email address intimated by the Tenant, and if served on the Landlord or his Agent should be served at:

.....
.....
.....

or sent to any fax number or email address intimated by the Landlord or his Agent.

31.1 When a notice to quit is to be served, both the Landlord and the Tenant must serve notice no less than two months prior to the date that the party serving the notice wishes the Agreement to come to an end.

31.2 The Tenant can not serve notice (unless the Landlord has broken the Agreement) no sooner than a six month term of this Agreement has passed.

The Landlord can not serve notice (unless the Tenant has broken the Agreement) no sooner than a six month term of this Agreement has passed.

ASSURED SHORTHOLD TENANCY AGREEMENT

The Landlord hereby agrees to let the Property and the Tenant hereby agrees to take the Property for the Rent and Term in accordance with the conditions stated within this Agreement.

SIGNED by the Landlord.....

Date:.....

In the presence of this witness:

Name of witness:.....

Address of witness.....

.....

SIGNED by the Tenants

Signature of.....

Date:.....

In the presence of this witness:

Name of witness:.....

Address of witness.....

.....

Signature of.....

Date:.....

In the presence of this witness:

Name of witness:.....

Address of witness.....

.....

Signature of.....

Date:.....

In the presence of this witness:

Name of witness:.....

Address of witness.....

.....

.....