



**dated**

**2018**

**Capital Letters**

and

[ ]

**Assured Shorthold Tenancy**

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draft () dated [ ]

**trowers & hamlin**



## Assured shorthold tenancy agreement

This tenancy agreement is made between:

**Us:** [ ] of [ ]

This is the address which we must provide under section 48(1) Landlord and Tenant Act 1987 where you should send us notices, including notices of legal proceedings.

**You:** .....  
.....

If this is a joint tenancy, the term 'you' applies to each of you and the names of all joint tenants should be written above. Each of you has the full responsibilities and rights set out in this agreement.

**Address:** in respect of.....(your **home**)

**Description of your home:** which comprises.....  
.....

**Tenancy:** The tenancy is granted for a fixed term of [ ] months (the **Term**) commencing on.....

It is a fixed term assured shorthold tenancy, within the meaning of Section 19A of the Housing Act 1988 (as inserted by the Housing Act 1996), the terms of which are set out in this tenancy agreement.

**Payments for your home:** The monthly payments for your home at the start of this tenancy are:

- (i) rent of £.....
- (ii) rent arrears of £..... payable at £..... per month
- (ii) service charge of £.....

**The total monthly payment is £ .....**, payable on the first day of each calendar month

**Initial payment:** If this tenancy starts on a day other than the first day of the calendar month, the initial payment due from you will include an additional sum in respect of the portion of the total monthly payment from the start of this tenancy up to and including the last day of that first month. The total initial payment is: £.....

**Managing agent (if applicable)** Your home is managed by [ ] on our behalf (the **managing agent**). We will notify you in writing of any change to the managing agent. This arrangement does not alter our status as the landlord.

The managing agent can be contacted in a number of ways:

- In person or by letter at: [    ]
- By telephone on: [    ]
- By email on: [    ]

Either we, or the managing agent will notify you in writing of any change to these contact details.

Where the terms of this tenancy require you to notify us of any information, you may send the information to the managing agent. Where the tenancy terms require us to notify you of information, this notification may either come from the managing agent, or us.

**Number of permitted occupiers**

.....

You (or anyone acting for you) must not have knowingly made a false statement to us, [    ] Council, or our Agent in order to get this tenancy.

A reference in this document to any Act of Parliament, or to any order, regulation, statutory instrument or the like, shall be deemed to include a reference to any amendment, re-enactment, consolidation, variation, replacement or extension of the same respectively from time to time and for the time being in force.

We will comply with data protection legislation, and act in accordance with our policies on disclosure of information and confidentiality.

I have read and understood the terms and conditions of this tenancy agreement, including the tenancy conditions attached, and I accept them.

If this agreement is for a joint tenancy, all tenants must sign below.

**Your signature(s):** ..... **Date:**.....

..... **Date:**.....

**Our signature:** ..... **Date:**.....

(On behalf of [        ])

## **1 General conditions**

### **1.1 Payments for your home**

1.1.1 The monthly rent and service charges at the date of this agreement are set out on page 1 of this agreement.

1.1.2 You must pay the monthly rent and service charges on the first day of each calendar month for the month ahead.

### **1.2 Payment of arrears (where applicable)**

If you have any arrears of rent and other charges due when this tenancy is granted you agree to pay off those arrears by weekly instalments shown on page 1. If you do not make the payments, we may start court proceedings to end this tenancy.

### **1.3 Services**

1.3.1 We shall provide the services set out at [page 1/the attached schedule] for which you shall pay a service charge. These charges only apply to your home if an amount has been entered against a service on [page 1/the attached schedule] of this agreement.

1.3.2 We may, after consulting the tenants affected, increase, add to, remove, reduce, or vary the services provided or charges to the services, or introduce new services for which a charge may be payable.

### **1.4 [Rent increases]**

We may increase the rent on the [first Monday in April] after this tenancy is granted by giving you not less than one calendar month's notice in writing. The revised rent shall be the amount set out in a rent increase notice given to you by us.]

### **1.5 Service charge increases**

1.5.1 We may increase your service charge (if it applies) at any time if we give you at least one month's notice in writing, but not more than once a year unless there is a change in the services provided.

1.5.2 Each year, we will estimate the sum we are likely to spend in providing services to you over the coming year. That will be the service charge we will ask you to pay for the year.

1.5.3 At the same time, we will work out how much we have actually spent on providing services for you in the previous year. If we have overcharged you, we will reduce your service charge for the coming year. If we have undercharged you, we will increase your new service charge.

1.5.4 We will give you a certificate showing what is included in your service charge. When you receive your certificate you have the right, within six months of receiving it, to examine the service charge accounts, receipts and other documents relating to them and to take copies or extracts from them. We may make a small charge to cover the cost of any copying.

- 1.5.5 We can only make reasonable service charges and the services or work we do must be of a reasonable standard. If you believe that your service charge is unreasonable (in terms of the amount charged or standard of work) you may be able to apply to the First Tier Tribunal (Property Chamber) for a decision as to what is reasonable.

## 1.6 **Serving notices**

- 1.6.1 If you have to give us any notice or communication relating to this tenancy you must send it by first class post or hand deliver it to our address as shown on the front of this agreement.
- 1.6.2 If we have to give you notice under this agreement we will post or hand deliver it to your home or your last known address.

## 1.7 **Altering the tenancy agreement**

Except for changes to the rent and service charge, and to services, or where permitted under future legislation, this agreement can only be altered if you and we agree to the change in writing.

## 1.8 **Complaints**

- 1.8.1 We have set up a procedure for dealing with complaints you raise about this tenancy. Details of our complaints procedure are available on our website.
- 1.8.2 If you are still not satisfied after following our complaints procedure you can refer the matter to the Housing Ombudsman Service through the appropriate channels.

## 2 **What you can expect from us**

### 2.1 **Granting your tenancy**

- 2.1.1 We must allow you to move into your home at the start of your tenancy.
- 2.1.2 We must not interrupt or interfere with your right to peacefully live in your home during the Term of this tenancy (other than where access is needed in accordance with the terms of this agreement) and you keep to all of the terms and conditions of this agreement.

### 2.2 **Repairs and maintenance**

- 2.2.1 We must keep the structure and exterior of your home in repair, and repair any damage that has not been caused by you or someone living with or visiting you. We will keep the exterior of your home and any shared areas decorated.

Structure and exterior of your home includes (but is not limited to): drains and gutters on the outside of your home, chimneys and flues (but not including sweeping), front paths, steps or other access routes and built-on garages and stores.

- 2.2.2 We must maintain any installations we provide for heating rooms, water heating and sanitation, and for supplying water, gas and electricity. We will also arrange for the gas appliances we provide to be serviced once a year.
- 2.2.3 We must take reasonable care to keep any shared entrance halls, stairways, lifts, passageways, rubbish chutes and any other shared parts (including electric lighting) in reasonable repair.

## 2.3 Insurance

We are responsible for insuring your home and any of its fixtures and fittings which belong to us. We will not be responsible for insuring the contents of your home.

## 3 What you agree to:

### 3.1 Possession and absence from your home

- 3.1.1 You must occupy the property as your only or main home, and not to part with possession of your home or sublet the whole or part of it.
- 3.1.2 You must tell us if you expect to be away from your home for four weeks or more.

### 3.2 Rent and other payments

- 3.2.1 You must pay the rent and service charges each month in advance, by standing order or direct debit or as otherwise agreed with us. If you are a joint tenant, you are each responsible for the rent and any other charges and for any overdue amounts. This means we can collect the full amount from all or any of you.
- 3.2.2 You must pay us all reasonable costs and expenses incurred by us:
- (a) in the recovery from you of any rent or other money which is in arrears;
  - (b) in the enforcement of any of the provisions of this agreement;
  - (c) in the service of any notice relating to the breach by you of any of your obligations under this agreement whether or not the same shall result in court proceedings;
  - (d) in respect of any bank or other charges levied on us or our agent if any cheque written by you is dishonoured or if any standing order is withdrawn by your bank;
  - (e) at the end of the tenancy, in repairing, decorating or cleaning the property or its contents so they are to the same standard as at the start of the tenancy, (reasonable wear and tear excepted) as detailed in the Inventory (see clause 6); or
  - (f) in compensation for the breach of any terms of this agreement.

- 3.2.3 You must pay interest at the rate of 4% above the base lending rate of [ ] upon any rent or other monies due under this agreement which is more than 14 days in arrears in respect of the date from when it became due to the date of payment (both dates inclusive).

### 3.3 Access

- 3.3.1 We have the right to enter your home at reasonable times and subject to reasonable notice to inspect it or any installations (including gas installations) or to carry out work to your home or a neighbouring property. We will normally give you at least [one/three] days' notice of any inspection or repairs but more immediate access may be required in an emergency.
- 3.3.2 By law we must carry out gas safety checks on any gas appliances and pipes we provide at your home at least once every 12 months. We will make all reasonable attempts to gain access to your home at a mutually convenient date and time, however, if you do not respond to requests to gain access we will take the appropriate legal action which may include seeking a Court Order permitting us to gain entry to carry out the gas safety checks. You will be liable for the reasonable costs incurred in gaining entry and the reasonable costs incurred in repairing any damage caused.

### 3.4 Running a business

You must use your home for residential purposes and not run (or permit to be run) a business from your home without first getting our written permission. We will not unreasonably refuse permission. You must not use your home to run a business that might cause a nuisance to or annoy any other person in the local area. You must also get our prior written permission before displaying any business signboard or advertisement.

### 3.5 Household expenses

You must pay all bills you receive in relation to your home, including charges for council tax, water, gas and electricity, tv licence, telephone and broadband and other costs, whether metered or billed.

### 3.6 Nuisance and anti-social behaviour

- 3.6.1 You and any person living in or visiting your home must not do any of the following:
- (a) Cause a nuisance or annoy anyone in the local area, for example by playing loud music or by making too much noise.
  - (b) Harass anyone in the local area on any ground, including race, colour, nationality, religion, sex, sexuality, age or disability, which harassment or threat of harassment could interfere with the peace and comfort of, or cause offence to, other people in the neighbourhood or to any of our tenants, employees, agents or contractors.

(c) Harass, threaten or use violence towards anyone in the local area; or our tenants, employees, contractors or agents; or anyone living in or visiting your home.

(d) Use your home for any criminal, immoral or illegal purpose.

3.6.2 If you or any other person living in or visiting your home causes a nuisance, annoys anyone or behaves in an anti-social way, we may take legal action to evict you.

3.6.3 You and any other person living in or visiting your home must not do anything that could cause a danger to anyone in your home or in the local area.

### **3.7 Animals**

3.7.1 You must obtain our prior written permission before keeping a pet at your home.

3.7.2 You must keep under control any animals kept at or visiting your home and not to keep any animal that might damage your home or cause a nuisance or annoyance to other persons in the neighbourhood.

### **3.8 Condition of the property, repairs, maintenance and decoration**

3.8.1 You must keep the inside of your home in good and clean condition and undertake any minor repairs.

3.8.2 You must immediately tell us about any faults or damage which we are responsible for repairing.

3.8.3 You must maintain any equipment you install.

3.8.4 You must not make any improvements, alterations or additions to your home.

3.8.5 You must decorate all internal parts of your home as often as is necessary to keep them in good decorative order.

### **3.9 Furniture (if applicable)**

3.10 You must not (and ensure that no one living at or visiting your home does not):

3.10.1 sell, rent or give away any of our furniture, appliances, carpets or curtains,

3.10.2 move any of our furniture , appliances, carpets or curtains out of your home without our prior written permission,

3.10.3 damage or vandalise our furniture, appliances, carpets or curtains.

3.11 You must repair any damage to our furniture, appliances, carpets or curtains which you or any other person or pet living in or visiting your home causes (other than fair wear and tear) and pay us the reasonable costs of repairing or replacing in the event of default.

3.12 You must ensure at the end of the tenancy that the furniture, appliances, carpets or curtains are left in the same rooms as they were located at the beginning of the tenancy.

3.13 You must pay us the reasonable costs of replacement of any items of furniture, appliances, carpets or curtains that are missing or damaged (other than fair wear and tear) at the end of the tenancy.

3.14 **Damage**

3.14.1 You or any person living in or visiting your home must not cause any damage to your home or to any other property in the local area.

3.14.2 You must immediately repair any damage (except fair wear and tear), which you or anyone living in or visiting you cause to your home, our fixtures and fittings or any shared parts. If we have to repair any damage caused by you or anyone living or visiting your home, you must pay our reasonable costs.

3.15 **Vehicles and parking**

3.15.1 You, or anyone living in or visiting your home, must not block local roadways and other vehicular access, and to keep them, and car parking spaces, clear of unroadworthy vehicles and other obstructions.

3.15.2 If you cause an obstruction on local roadways, other vehicular access points or car parking spaces, for example so as to prevent emergency services' or repairs operatives' access, we may arrange to have the obstruction removed.

3.16 **Shared areas**

3.16.1 You must not obstruct any of the shared areas of the block or estate with prams, bicycles, furniture, rubbish or other objects.

3.16.2 You must not interfere with or alter lighting or other equipment in any shared passageways, staircases or lifts.

3.17 **Gardens**

3.17.1 You must keep your garden (if any) tidy and free from rubbish. Hedges and trees should be kept trimmed and not allowed to become a nuisance. If you fail to keep your garden tidy we will request in writing that you do so and may undertake the work and charge you our reasonable costs reasonably incurred in default.

3.17.2 You must not remove or plant any tree in your garden, or erect any structure without our prior written permission.

3.17.3 You must maintain and repair or replace any wall, fence or hedge around your home and not remove it without our written permission.

3.18 **Subletting and lodgers**

You must not grant a sub-tenancy of the whole or any part of your home or take in lodgers.

## 4 Your rights

### 4.1 Right to occupy

You have the right to live in your home while the tenancy is in force, without interference from us (except for giving us access when necessary) as long as you keep to the terms of this agreement and respect the rights of other people in the neighbourhood. You must not allow your home to be occupied by more than the maximum number of permitted occupiers (as set out at the front of this tenancy)

### 4.2 Assignment

You may not assign (i.e. give or transfer) your tenancy unless you have our written permission or a court order.

## 5 Ending the tenancy and leaving your home

### 5.1 Your ability to end the tenancy

If you wish to surrender the tenancy before the end of the fixed term, you must:

- 5.1.1 give us at least four weeks' notice in writing, of the offer to surrender the tenancy, which surrender shall not be of effect to end the tenancy until it is explicitly accepted by us in writing and;
- 5.1.2 in the case of joint tenancy, to serve the notice referred to in clause 5.1.1 signed by both of the joint tenants.

### 5.2 Our ability to end the tenancy

#### Re-entry and termination prior to the end of the Term

5.2.1 If, before the end of the tenancy Term:

- (a) the rent and other charges payable shall remain unpaid, wholly or in part, for 14 days after becoming due whether formally demanded or not;
- (b) you do not use, or cease to use your home as your only or principal home;
- (c) any of your other obligations in this tenancy are not complied with, or
- (d) any of the grounds for possession listed in Schedule 2 to the Housing Act 1988 apply,

then we may re-enter your home and the tenancy shall thereupon be terminated.

5.2.2 If the circumstances outlined in conditions **Error! Reference source not found.**, **Error! Reference source not found.** or **Error! Reference source not found.** apply, we may apply to court to end this fixed term assured shorthold tenancy by obtaining a court order for possession of your home on one of the

applicable grounds listed in Schedule 2 to the Housing Act 1988. Details of the applicable grounds of possession can be obtained from us.

5.2.3 If we intend to seek possession of your home under one of the grounds for possession, we will give you no less than two weeks' notice in writing unless:

- we are using grounds 14 or 14A or any other statutory ground which allows us to give notice of less than two weeks, or
- the Court has allowed us to go ahead without serving notice on you.

### **Possession at the end of the Term**

5.2.4 We can end this tenancy under Section 21 of the Housing Act 1988. The order for possession under Section 21 cannot take effect until the end of the Term.

## **5.3 Injunctions and other remedies**

As well as seeking a possession order, we can ask the Court for an injunction, which may include a power of arrest and an exclusion order to make you comply with or stop breaching any terms of this tenancy or where you use your home for unlawful use. We may also apply for an injunction against an individual who engages in antisocial behaviour.

## **5.4 Cessation of assured tenancy**

If the tenancy ceases to be an assured tenancy (for example if you do not use, or cease to use your home as your only or principal home) we may end the tenancy by giving you four weeks' notice in writing.

## **5.5 End of tenancy and moving out**

5.5.1 During the last month of the tenancy, we may show prospective tenants around your home or pre inspect your home or arrange for photographs to be taken to allow the property to be marketed to new prospective tenants. All such visits will be at reasonable times and upon reasonable notice of at least 24 hours.

5.5.2 You must continue paying for the period until the tenancy ends or you return the keys, whichever is later.

5.5.3 You must give us vacant possession and return the keys of your home at the end of the tenancy, and remove all furniture, personal possessions and rubbish, and leave your home and our fixtures and fittings in good lettable condition and repair (subject to fair wear and tear). We do not accept any responsibility for anything you leave at your home at the end of the tenancy.

5.5.4 At the end of your tenancy you will be responsible for meeting all reasonable removal and/or storage charges when items are left at your home. We will remove and store them for a maximum of one month. We will notify you at the last known address. If the items are not collected within one month you agree that we may dispose of the items and you will be liable for the reasonable costs of disposal.

- 5.5.5 You must provide us with a forwarding address once the tenancy has come to an end.

## **6 [Inventory and security deposit]**

### **6.1 Inventory check in, and check out**

You will attend, or appoint a representative to attend, the inventory check in and check out at the beginning and the end of this tenancy, and accept and sign the resulting agreed reports. In the event that you or any representative appointed by you does not keep an appointment, you will be liable to pay the additional reasonable costs incurred by us in making and attending a further appointment to check the inventory. In the event that you or your appointed representative is not present at the second appointment or if you elect not to be present or to have a representative present, it is agreed that the inventory report and description of the condition of your home recorded at that appointment and attached to this agreement, shall be accepted by all parties as being a true and complete record.

### **6.2 Use of inventory**

A copy of the inventory of contents and description of the condition of the property will be provided to you at the start of this tenancy. The principal copy will be retained by us. The check-out report will also be provided to you at the end of this tenancy. These documents will be used for the purposes of dealing with the deposit under this tenancy agreement.

### **6.3 Deposit**

6.3.1 On or before the signing of this tenancy agreement, you will pay us a deposit of a sum equivalent to one month's rent. The deposit will be held as security for the performance of your responsibilities under this tenancy and to compensate us for any breach of those obligations. In particular, we may (but will not be obliged to) retain from the deposit any of the following sums:

- (a) any rent or other sums owed at the end of the tenancy, and/or
- (b) in the event that you remain in occupation of your home after the determination of the tenancy any sum owing in respect of mesne profits/damages for use and occupation, and/or
- (c) any reasonable sum (including agents' and/or solicitors' fees) reasonably expended or incurred by us in remedying your failure to comply with any of your responsibilities contained in this agreement, and/or
- (d) any damage or reasonable compensation for damage or for missing items at your home, subject to an apportionment or allowance for reasonable fair wear and tear, and for age and condition at the start of the tenancy, and/or
- (e) the costs of any unpaid utilities, water charges, council tax or other utility bills, accounts or charges which are payable by you.

6.3.2 If we apply the deposit or part of it, as authorised by conditions 6.3.1(a) to 6.3.1(e) above, you must, at our written request, pay us a further sum to restore the deposit to the original amount. In the event that the deposit is insufficient to pay your liabilities the remainder will remain due and payable by you to us on demand at the end of the tenancy.

6.3.3 It is understood that nothing shall excuse you from the obligations contained in this tenancy agreement to pay rent and other outgoings when they become due, and you must not withhold or make any deductions from the payment of rent or other sums payable during the tenancy.

#### **6.4 Tenancy deposit protection scheme**

The deposit will be held in accordance with section 213 of the Housing Act 2004 (or any successor or replacement legislation) in an authorised deposit scheme. We will, in accordance with the appropriate legislation:

6.4.1 provide you with information explaining how the deposit is protected under the legislation, and

6.4.2 register the deposit with an authorised deposit scheme and provide other required information about scheme within the statutory time limit, and

6.4.3 provide proof to you of our compliance with the requirements of the authorised scheme within the statutory time limit.

#### **6.5 Return of deposit**

We will inform you within any statutory time limit if we intend to withhold all or part of the deposit as payment towards the matters set out in condition 3 above, and we will inform the custodial scheme administrator that the deposit is to be repaid in the sums agreed.

#### **6.6 Good discharge**

Where 'the tenant' comprises of more than one person, the deposit or balance of the deposit may be repaid to only one or any one individual of the joint tenants and this will be a good discharge for us, without any further liability in respect of the amount so paid.

#### **6.7 Change of tenant**

We will not be obliged to refund the deposit or any part of the deposit on any change in the person or persons who for the time being comprise 'the tenant'.]

[Attached to and forming part of this agreement are signed copies of:

Inventory

Dated:

Tenancy Deposit Scheme Details

Dated:]