

ASSURED SHORTHOLD TENANCY AGREEMENT

(Subject to any negotiations as confirmed by manuscript amendment)

THIS AGREEMENT is made between the Landlord and the tenant and is for the letting of a furnished or unfurnished residential property and is intended to create an Assured Short hold Tenancy within part 1 of Chapter II of the Housing Act 1988 and the provisions for recovery of possession by the Landlord in section 21 of that act apply.

Date of Agreement: DATE YOU SIGN THE CONTRACT

Landlord(s) LANDLORDS NAME c/o Thompsons Lettings

Of (address) Black Barn, Market Lane, Filby Heath, Great Yarmouth, NR29 3ST

Tenant(s) ALL NAMES THAT WILL BE SIGNING THE CONTRACT

The Property STREET NAME & NO OF THE HOUSE

The Content: The fixtures and fittings at the property, together with any furniture, carpets, curtains and other effects listed in the inventory/condition survey.

The Term: 12 Months

Commencing DATE THE CONTRACT START & FINISH

The RENT. Calendar month payable one month in advance on the 1st day of each month:

**THE AMOUNT
OF RENT TO BE
PAID EACH
MONTH**

The Deposit for the sum of £..... refundable deposit is payable on or before the signing of this agreement.

1. The Landlord lets and the Tenant agrees to take the property and Contents for the Term at the Rent payable as above, whether formally demanded or not, in full and without deduction or set off (save any that may be permissible by Law). The first payment or proportionate part of it shall be paid on the date of this agreement and subsequent payments as detailed above.
2. The refundable deposit may not be used as rent or part of rent at any time during the tenancy and will be returned to the Tenant without interest as soon as reasonably practicable after the end of the tenancy less any amount due in respect of:
 - (a) Damage to the Property
 - (b) Cleaning of the Property
 - (c) Any other proper liability of the Tenant due to the Landlord
 - (d) Damage to or loss of any of the Contents caused by the neglect or default of the Tenant
 - (e) Compensation for the breach of any term of this Agreement
 - (f) Deterioration to the décor due to fungal growth, condensation or associated problems caused by the neglect or default of the Tenant
 - (g) Arrears of rent
3. THE TENANT ALSO AGREES TO PAY DURING THE TENANCY:-
 - (a) All charges relating to water and sewerage
 - (b) The Council Tax (or any other similar charge) and any national or local rates levied on the Property by virtue of the Tenant's occupation of the Property
 - (c) All charges for gas, oil, electricity and telephones supplied to the Property during the tenancy and all standing/consumption charges, deposits, connection or termination fees required by the supplier AND agrees to pay to the Landlord on demand, the cost of reconnecting any of the above services if they are disconnected through neglect or default of the Tenant.
 - (d) All television or video rental fees and the cost of television licence as required by law.

4. THE TENANT SHALL:-

- (a) Use the Property in a tenant-like manner and shall not cause any deterioration to the Property or the contents through his own neglect or default or that of any other person
- (b) Report in writing, to be received by the Landlord within 14 days of the commencement of the tenancy, any comments on the condition of the Contents or of any parts of the Property, internally or externally, including outbuildings, gardens, drives and lawns. Failure to do so shall prevent the Tenant from alleging at the end of the Tenancy that any damage or neglect took place before the Tenancy commenced. The Landlord reserves the right to inspect any items reported by the Tenant
- (c) Keep the Property in a good state of decoration internally and at least up to the standard at the commencement of the Tenancy (with the exception of fair wear and tear due to reasonable use and damage caused by accidental fire). Proposals for any decorating by the Tenant must receive written approval from the Landlord before commencement.
- (d) Keep all drains, gutters, gullies, downpipes, baths, sinks, taps, cisterns and lavatories free from obstruction and in working order. The Tenant would be expected to pay to the Landlord the reasonable cost of any repairs resulting from breach of this clause
- (e) Empty the cesspit, if applicable, as often as required and in any case immediately before vacating the Property and produce a receipt in respect of this action
- (f) Replace all broken glass occurring during the Tenancy in the Property and/or any outbuilding
- (g) Keep the Contents in their present state of repair and condition and replace with articles of at least equal value or pay the Landlord the value of such articles should they be damaged beyond restoration (wear and tear attributable to reasonable and normal use and damage caused by accidental fire excepted).
- (h) Be expected to insure his own possessions
- (i) If the equipment is provided, keep the grass and hedges trimmed, pathways weeded and the garden in a good state of cultivation and not allow any plant to interfere with or block gutters or downpipes. The Tenant shall be liable for the reasonable cost of any remedial work required as a result of a breach of this clause
- (j) Be liable to pay for the cost of all work and reasonable expenses incurred by the Landlord as a result of the Tenant not abiding by any of the clauses contained in this Agreement
- (k) Permit the Landlord and/or his agent to enter the property at all reasonable times for the purposes of inspection, upon receipt of a minimum of 24 hours notice, except in the case of emergency
- (l) Take all reasonable, tenant-like precautions against frost damage to the water supply and shall be liable for the reasonable cost of any damage arising should he not do so
- (m) Notify the Landlord or his agent of any defect or repairs necessary to the Property as soon as is reasonably possible and immediately in the case of an emergency. On no account should a tenant continue to use any unsafe appliances
- (n) Permit the Landlord or his agent to enter the Property at all reasonable times, with or without workmen, to carry out repairs or redecoration upon receipt of a minimum of 24 hours notice, whether or not the Landlord has a duty to do so under the terms of this Agreement
- (o) Keep clean, as far as is reasonably practicable, the interior of the Property and the interior and exterior of the windows.
- (p) During the last month of the Tenancy, permit the Landlord to erect and maintain on the Property a 'To Let' board and upon receipt of a minimum of 24 hours notice, allow perspective tenants to be shown over the Property. If it is not convenient for the Tenant to be at the Property at such times, the Tenant shall make keys available to the Landlord or his agent for this purpose
- (q) At the end of the tenancy pay any reasonable costs for cleaning and/or washing of all curtains, carpets and other items of the Contents where required and to produce receipts to the Landlord for the costs of so doing. The Tenant will be expected not to move fittings or bulky items of furniture and if this clause should be breached the Tenant shall be liable for all reasonable costs in returning any of those Contents to their original places.
- (r) Deliver up the Property and Contents at the end of the Tenancy in a clean and tidy condition and remove all personal possessions and rubbish and arrange to turn off all services unless the Landlord has instructed to the contrary
- (s) Use the Property for residential purposes only
- (t) Make good any damage to the Property (or to any common parts) caused by the Tenant or any invitees or visitors (fair wear and tear excepted). In default of this requirement, the Tenant shall pay the Landlord any reasonable costs incurred in carrying out such work
- (u) Air the Property regularly to reduce the possibility of condensation forming

5. THE TENANT SHALL NOT:-

- (a) Interfere with or make any alteration to the structure of the Property or damage or uproot any plant Or interfere with the layout of the garden without the written permission of the Landlord
- (b) remove any Contents from the Property without written permission of the Landlord
- (c) deface the Property or permit any person to carry out anything which may be or become a nuisance or annoyance to the Landlord or the Owners or occupiers of adjoining properties or which invalidates the Landlord's insurance on the Property or causes the premium for such insurance to be increased
- (d) use or allow the Property to be used for any illegal or immoral purposes or carry out any trade or business from the Property

- (e) affix advertisements, bills or posters to any walls, woodwork or windows at the Property in such a way as to cause damage to the decoration without the written consent of the Landlord
- (f) keep or harbor any animals, birds or reptiles on the Property without the prior written permission of the Landlord, which will not be unreasonably withheld
- (g) dry wet clothes **within** the Property except in an appliance provided for the purpose with adequate ventilation to the outside if so required
- (h) leave any article, rubbish or vehicle on or within the Property following the Landlord's or agent's final inspection at the end of the Tenancy
- (i) change the supplier of any of the services mentioned in Clause 3 of this Agreement nor arrange to have a water meter fitted without the prior written permission of the Landlord which will not be unreasonably withheld
- (j) change the locks to any doors of the Property without the prior consent of the Landlord and without supplying him with as many copies of the keys as he may specify
- (k) leave the Property unattended for more than 14 consecutive days without notifying the Landlord in writing and without taking adequate precautions to ensure that the Property is properly secured
- (l) take any action which may prevent the effective functioning of any fire equipment or alarm system

6. THE LANDLORD SHALL:-

- (a) keep in repair the structure of the Property including the roof, walls, foundations, timbers and stairs
- (b) keep all electrical and other working appliances belonging to the Landlord in good working order at all times. If the appliance has been neglected, damaged or misused by the Tenant, the Landlord reserves the right to charge the Tenant any reasonable costs for its restitution or to render it safely operable
- (c) cause the Property and any contents listed on the inventory/condition survey to be fully insured at all times throughout the Tenancy against fire and to return to the Tenant any rent due for any period whilst the Property is rendered uninhabitable by fire
- (d) ensure that the Tenant, paying rent and performing his obligations under this Tenancy, shall enjoy the Property without any unlawful interruption from the Landlord or any person acting for him

7. SERVICES OF NOTICE (SECTION 48 OF THE LANDLORD AND TENANT ACT 1987)

Any notice to be given shall be considered to be properly served if sent by first class post or delivered by hand to:

- (a) the Tenant at the address of the Property or;
- (b) the Landlord at his address on page one of this Agreement or any other address which shall be notified to the Tenant in writing

The same shall apply to any other written correspondence between the Landlord and the Tenant

- 8. If any cheque given by the Tenant fails to be honoured by his Bank/Building Society, the Tenant shall pay as additional rent, a charge up to a maximum of £20 plus VAT in compensation for the reasonable costs incurred by the Landlord
- 9. Any arrears of rent shall be subject to the additional payment of interest from the due date until payment is made at a rate not exceeding 5% per annum above Barclays Bank Plc. base rate
- 10. Any article, rubbish or vehicle left on or within the Property following the Landlord or his agent's final inspection, will be disposed of at the Tenant's expense in any manner thought fit by the Landlord. Any net proceeds from the sale of such items shall be held in trust for the Tenant

11. ENDING THIS AGREEMENT

- (a) The Tenant cannot normally end this Agreement before the end of the fixed term. However after the first three months of 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.
- (b) If the Tenant stays on after the end of the fixed term, his Tenancy will continue but will run from month to month (a "periodic tenancy"). This periodic tenancy can be ended by the Tenant giving at least one month's notice to the Landlord, the notice to expire at the end of a rental period.
- (c) If the Tenant does not pay the rent (or any part) within fourteen days of the due date (whether it has been formally demanded or not) or if the Tenant fails to comply with the Tenant's obligations under this Agreement, or if any of the circumstances mentioned in Grounds 2, 8 or 10 to 15 or 17 or Part II of Schedule 2, and in Schedule 2A to the Housing Act 1988 arise, then the Landlord may, subject to any statutory provisions,

recover possession of the Property and the Tenancy will come to an end. The Landlord retains all his other rights in respect of the Tenant's obligations under this Agreement.

Note: If anyone lives at the Property or if the tenancy is an assured tenancy under the Housing Act 1988 the Landlord cannot recover possession of the Property without a court order. This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.

12. The smoking of illegal substances is expressly prohibited within the Property and Tenants should be aware that tobacco smoking causes considerable harm to decorations and soft furnishings and is also prohibited. Failure to observe this clause will undoubtedly result in considerable retention from the deposit to rectify damage so caused
13. No alterations may be made to gas installations, plumbing and heating or electrical circuits without permission of the Landlord, which will not be unreasonably withheld
14. The Tenant shall not assign, sublet, charge or part with or share possession or occupation of the Property (but see Clause 11 on Page 3 of this Agreement)
15. The clauses (if any) set out in the 'First Schedule' below take precedence over any conflicting clause contained in the remainder of this Agreement

THE FIRST SCHEDULE (continued on a separate sheet if necessary)

If the Landlord does not take a refundable deposit, he reserves the right to issue court proceedings to seek redress for any terms in Clause 2 (a) to (g) during or after the end of the Tenancy.

If the Landlord takes a refundable deposit, it will be held in accordance with one of the Tenancy Deposit Protection Schemes, details of which will be notified to you separately. The Landlord also reserves the right to issue court proceedings for any of the items in Clause 2 (a) to (g)

WARNING: This Agreement is a legally binding document. As Tenants you are advised to read it carefully before signing and ensure that it contains everything that you want and nothing that you are not prepared to agree to. If you do not understand any of the terms, ask your Landlord or his Agent to explain them or seek independent legal advice before signing.

Signed by the Tenant

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Signed by the Landlord (*c/o Thompsons Lettings*)

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