

**TENANCY AGREEMENT**  
**for letting a furnished/unfurnished dwelling-house**  
**on an assured shorthold tenancy**  
**under Part 1 of the Housing Act 1988**

**DATE**

**PARTIES 1.**       **THE** Landlord

**2.**       **THE** Tenant

Any reference to one gender shall include the other and any referring to the singular shall where appropriate include the plural and visa-versa

Where the Tenant consists of more than one person, they will all have a joint and several liability under his Agreement, (this means that they will each be liable for ALL sums due under this Agreement, not just liable for a proportionate part)

**PROPERTY**       The dwelling-house situated at and being

together with the Landlord's fixtures, furniture and effects as specified in the Inventory

**TERM**           beginning on   ("the fixed term")

The Tenant can give notice that he wishes to end the Agreement as set out in Clauses 4 and 5 below

**RENT**           per calendar month, the first payment to be made on the    day of   , all subsequent payments to be made monthly thereafter in advance of the 25<sup>th</sup> day of the month by way of Standing Order into the Landlord's bank, details of which have been provided to the tenant

**DEPOSIT**       payable on signing of this Agreement

The deposit will be registered as security with Tenancy Deposits Solutions Ltd (TDSL), who has been appointed by Communities and Local Government to administer an Insurance Based Tenancy Deposit Protection Scheme

**INVENTORY**    The list of the Landlord's possessions at the property which has been signed by the Landlord or Landlord Agent and the Tenant. The Inventory will be issued to the first tenant to arrive to take up occupancy of the property

THIS ASSURED SHORTHOLD TENANCY AGREEMENT comprises the terms and particulars detailed above and the terms and conditions set out below

## **Terms and conditions**

1. The Agreement is intended to create an Assured Shorthold Tenancy as defined in the Housing Act 1988 (as amended) and the provisions for the recovery of possession by the Landlord in that Act shall apply
2. **The Tenant will:-**
  - (a) Pay the rent at the times and in the manner specified above together with any interest at 4% over the base rate of Lloyds TSB bank from time to time on any rent not paid within seven days of the due date such interest to be recoverable as rent arrears.
  - (b) Pay any and all fees due plus VAT on all correspondence relating to late payment of rent in accordance with and set out in the Landlord's Terms and Conditions
  - (c) Pay promptly to the Authorities to whom they are due all Council Tax and all outgoings (including water charges, gas, electricity, telephone and other similar charges) including any similar outgoings or charges imposed after the date of this Agreement which relates to the Tenant's use and occupation of the property, and pay the costs of any re-connection fee for services if they are disconnected due to the Tenant's failure to comply with this clause. Where necessary the sums demanded by the service provider will be apportioned according to the duration of the tenancy. The sums covered by this clause include standing charges or other similar charges and VAT as well as charges for actual consumption. This authority shall extend to disclosure of the Tenants whereabouts if the Tenants has left the Property with rent or other monies owing.
  - (d) Not change the supplier or provider of any of the services to the Property without the Landlord's written consent
  - (e) Not make any alteration or addition to or do any redecoration or painting of the Property without the prior written consent of the Landlord
  - (f) Keep the contents of the Property (whether itemised on the Inventory or not) and the interior of the Property in a good and clean condition and not damage or injure the Property or its contents (fair wear and tear excepted)
  - (g) Advise the Landlord promptly of any damage to the contents and replace them with items of similar value and appearance and advise the Landlord as soon as possible of any repairs for which he is responsible or of any notice or order made affecting the Property
  - (h) Keep the drains, pipes and gutters clear in so far as it is the responsibility of the Landlord under clause 3(c) hereof and take all reasonable steps to prevent any part of the water draining and heating systems becoming frozen during the winter months. The Tenant to pay for all losses suffered by the Landlord and any neighbours as a result of the Tenant's failure to comply with this clause
  - (i) Keep the chimney swept (if appropriate), not use any form of heating other than the heating system provided without the Landlord's prior written consent and in particular not to use any oil or calor gas fires
  - (j) Keep the garden weeded and tidy and the grass cut (if appropriate)
  - (k) Not leave the Property vacant for more than 30 consecutive days without notifying the Landlord, either in advance or, in the case of emergency, as soon as possible, and secure the Property properly when leaving it unattended

- (l) Not do anything on or at the Property which (a) may be or become a nuisance or annoyance to any other occupiers of the Property or owners or occupiers of adjoining or nearby premises and/or (b) is illegal or immoral and/or (c) may in any way affect the validity of the insurance of the Property and its contents or cause an increase in the premium payable by the Landlord. The Tenant to pay for all losses suffered by the Landlord as a result of the Tenant's failure to comply with this covenant
- (m) Not allow or keep any pet or any kind of animal at the Property without the Landlord's prior consent
- (n) Not smoke inside the Property or permit others to smoke
- (o) Use the Property as a private residence only. This means the Tenant must not carry out any profession trade or business at the Property and must not allow anyone else to do so
- (p) Not assign, sublet, charge or part with or share possession or occupation of the Property
- (q) Pay the Landlord's reasonable costs and expenses reasonably incurred as a result of any breaches by the Tenant of his obligations under this Agreement
- (r) Allow the Landlord or anyone with the Landlord's written permission to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections or show the Property to prospective new tenants, provided the Landlord has given 24 hours written notice beforehand (except in emergency)
- (s) Yield up the Property and its contents at the end of the Term in the same clean state and condition it/they was/were in at the beginning of the Term, with the Landlord's furniture and effects and all items on the Inventory (if any) in the same rooms that they were in at the start of the tenancy. However, the Tenant will not be responsible for fair wear and tear caused during the normal use of the Property and its contents or for any damage covered by and recoverable under the insurance policy effected by the Landlord
- (t) Provide the Landlord with a forwarding address when the tenancy comes to an end, remove all rubbish and all personal items (including the Tenants own furniture and equipment) from the Property before leaving

3. **The Landlord will:-**

- (a) Allow the Tenant peaceably to hold and enjoy the Property during the term without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord, subject to the Landlord's right to take any lawful steps to enforce his rights against the Tenant if the Tenant breaks any of the terms of this Agreement
- (b) Insure the Property and use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible.
- (c) In so far as is required under Section II Landlord and Tenant Act 1985 to keep in repair the structure and exterior of the Property (including drains, gutters and external pipes) and keep in repair and proper working order the installations at the property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences) and for space heating and heating water, save that the Landlord will not be required to carry out works for which the Tenant is responsible by virtue of his duty to use the Property in a tenant-like manner or re-instate the property in the case of damage or destruction if the insurers refuse to pay out the insurance money due to anything the Tenant has done or failed to do or to rebuild or reinstate the Property in the case of destruction or damage of the Property by a risk not covered by the policy of insurance effected by the Landlord

## **Ending this Agreement**

4. 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 such approval is given by the Landlord. On the expiry of such notice, provided that the Tenant pays to the Landlord the reasonable expenses reasonably incurred by the Landlord in granting the necessary approval and in granting any new tenancy to the alternative tenant, the tenancy shall end
5. If the Tenant does not pay the rent (or any part) within twenty-one 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 and 17 of Part II of Schedule 2, and in Schedule 2A, to the Housing Act 1988 (as amended by the Housing Act 1996) arise then the Landlord may, subject to any statutory provision, 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

## **Other Terms**

6. For stamp duty purposes, the Landlord and the Tenant confirm that there is no previous Agreement to which this agreement gives effect
7. The Landlord hereby notifies the Tenant under Section 48 of the Landlord and Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the Landlord c/o the Landlords agents Trusteas Residential Letting of 16 St Peters Terrace Bath BA2 3BT
8. The condition of the Property and its contents, whether scheduled or not on the inventory, shall be deemed to be correct and in good serviceable order unless the Landlord is notified to the contrary within three days of occupation or as soon as practicable. Oral notification must be confirmed in writing by the Tenant within seven days
9. The Tenant shall not be entitled to withhold payment of any rent or any other money due to the Landlord on the ground that the deposit is registered with TDSL
10. Any notices or other documents shall be deemed properly served on the Tenant during the tenancy by being left at the Premises or by being sent to the Tenant at the Property by first class post or recorded delivery
11. Any person other than the Tenant who pays all or part of the rent to the Landlord shall be deemed to have paid this as agent for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry
12. Any personal items left behind at the end of the tenancy after the Tenant has vacated (which the Tenant has not removed in accordance with Clause 2 (t) of this Agreement) shall be considered abandoned if they have not been removed within fourteen days of written notice to the Tenant from the Landlord. After this period the Landlord may remove or dispose of the items as he thinks fit. The Tenant shall be liable for the reasonable disposal costs which may be deducted from the proceeds of the sale (if any), and the Tenant shall remain liable for any balance. Any proceeds of sale will be dealt with in the same way as the Deposit as set out in Clause II below

13. The Landlord shall be entitled to have and retain keys for all doors to the Property but shall not be entitled to enter the Property without the consent of the Tenant except as provided in clause 2(r) hereof
14. If the Property is damaged or destroyed by any of the risks insured against by the Landlord, the Tenant shall only be liable for a proportionate part of the rent, to be calculated on the basis of the Tenant's use and enjoyment of the Property for the period of time involved, unless the insurance was prejudiced by some act or omission of the Tenant
15. The 'Landlord' means the person from time to time entitled to receive the rent, the 'Tenant' includes any person deriving title under the Tenant, the 'Property' includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property, the 'Term' means the period stated in the particulars above or any shorter or longer period as appropriate, and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation
16. Any reference to statute shall include any amendment to or re-enactment thereof

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

#### **The Deposit:-**

- I. is registered with TDSL and will be refunded to the Tenant at the end of the Term (however it ends) but less any deductions properly made by the Landlord to cover any costs incurred by or losses caused to him by any breaches of the Tenant's obligations under this Agreement. No interest will be payable by the Landlord to the Tenant in respect of the deposit money
- II. shall be repaid to one tenant to be elected by the group, at the forwarding address provided to the Landlord, as soon as reasonably practicable after the Tenant has vacated the property. However, the Landlord shall not be bound to return the deposit until he is satisfied that no money is repayable to the Local Authority if the Tenant has been in receipt of Housing Benefit, evidence that any and all utility bills have been paid, and until after he has had a reasonable opportunity to assess the reasonable cost of any repairs required as a result of any breaches of his obligations by the Tenant or other sums properly due to the Landlord under clause I. above, save that except in exceptional circumstances the Landlord shall not retain the deposit for more than 10 days
- III. The Tenant should try to inform the Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or Agent as due from the deposit within 20 working days after the termination of the Tenancy and the Tenant vacating the property. The Independent Case Examiner (ICE) may regard failure to comply with the time limit as a breach of the rules of Tenancy Deposit Scheme (TDS) and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- IV. If, after 10 working days following notification of a dispute to the Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to clause V below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication
- V. The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by the clauses above

VI. If at any time during the Term the Landlord needs to use any part of the deposit to cover any costs incurred as a result of any breaches of his obligations by the Tenant or other sums properly due to the Landlord, the Tenant shall upon demand pay by way of additional rent to the Landlord any additional payments needed to restore the full amount of the deposit

**Signed as a Deed**

The Landlord .....

On behalf of .....

The Tenant .....

.....

.....

.....

Dated .....