

# ASSURED SHORTHOLD TENANCY AGREEMENT

**Dated this** .....

**The Property** .....  
(hereinafter called "the Property")

**The Landlord** .....  
(hereinafter called "the Landlord")  
**Mrs Amanda Strong (Mobile No: 07764 502 772)**  
**Strong Student Lets, 53 Charlotte Road, Sheffield, S1 4TA**  
**Email: [office@strongstudentlets.co.uk](mailto:office@strongstudentlets.co.uk) Tel. 01142768483**

**The Tenant(s)** 1..... 6.....  
(hereinafter called "the Tenant") 2..... 7.....  
3..... 8.....  
4..... 9.....  
5.....

*Tenants please supply your home address, telephone number and mobile number on a separate sheet of paper. This is to send on your deposits, any unpaid utility bills if you have not had bills inclusive, or any other post. It also used as a reference. Please also supply a copy of your passport.*

The Tenant is referred to as "he" or "his" as appropriate in this agreement, even if the Tenant is female or consists of more than one person. Where the Tenant consists of more than one person, they will all have joint and several liability under this agreement (this means that they will each be liable for all sums due under this agreement, not just liable for a proportionate part).

**The Term** 1. .... beginning on ..... 2010 and ending on .....  
("the fixed term"). 2. .... beginning on ..... 2010 and ending on .....  
3. .... beginning on ..... 2010 and ending on .....  
4. .... beginning on ..... 2010 and ending on .....  
5. .... beginning on ..... 2010 and ending on .....  
6. .... beginning on ..... 2010 and ending on .....  
7. .... beginning on ..... 2010 and ending on .....  
8. .... beginning on ..... 2010 and ending on .....  
9. .... beginning on ..... 2010 and ending on .....

If the Tenant does not leave at the end of the fixed term, he must enter into another fixed term or the Landlord serves on the Tenant a notice under Section 21 of the Housing Act 1988, or a new form of Agreement is entered into, or this Agreement is ended by consent or a court order.

**The Rent** £..... each per week / £..... per calendar month / £..... per quarter, the payments to be made in advance by post-dated cheques on the signing of this agreement. Monthly payments can be arranged. Payments can also be made by card.

**Utility Bills** **BILLS INCLUSIVE** (gas, water, electric, TV licence and Internet only – NOT Telephone charges. (See clause 2.23 as to capped bills)  
**Any bounced cheques will be charged at £20 each for administration costs.**

**The Deposit****£200.00 each tenant**

The deposit will be held as security by the Deposit Protection Service (D.P.S.) in respect of any unpaid rent, damage to the Property, any unpaid **gas, electricity, water (delete as appropriate), or** Internet music downloads and telephone charges at extra cost to normal internet bills which are included in rent, or any sum repayable by the Landlord to the Local Authority in respect of Housing Benefit, and any other payment due from the Tenant and/or due in respect of any breach of the Tenant of his obligations under this agreement or none payment of rent. See also clause 4 below.

**The Inventory**

The list of the Landlord's possessions at the Property which has been signed by the Landlord and the Tenant. (A copy of which will be annexed to this agreement and will follow after the moving in date).

All tenants must read, sign and date the inventory and then return it to Strong Student Lets. Copies can be required.

THIS ASSURED SHORTHOLD TENANCY AGREEMENT comprises the terms and particulars detailed above and the terms and conditions set out on the following pages.

## Terms and Conditions

1. This 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:**
  - 2.1. Pay the rent at the times and in the manner set out above
  - 2.2. Pay interest at the rate of 3% per annum above the National Westminster Bank PLC's base rate on any rent or other money due from the Tenant which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until payment
  - 2.3. 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 relate to the Tenants 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.
  - 2.4. Not change the supplier provider of any of the services to the property without the written consent of the Landlord (which will not be withheld unreasonably)
  - 2.5. Not make any alteration or addition to or do any redecoration or painting of the Property without the Landlord's prior written consent (consent not to be withheld unreasonably)
  - 2.6. Keep the contents of the Property (whether itemised on the inventory or not) and the interior of the Property in a good and clean state and condition and not damage or injure the Property or its contents (fair wear and tear excepted)
  - 2.7. Advise the Landlord promptly of any damage to the contents or 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
  - 2.8. Keep the drains, pipes and gutters clear, 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 (so far as is reasonable) for all losses suffered by the Landlord and any neighbours as a result of the Tenants' failure to comply with this covenant
  - 2.9. 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 (not to be unreasonably withheld), and in particular not use any oil or calor gas fires.
  - 2.10. Keep the garden weeded and tidy and the grass cut (if there is a garden)
  - 2.11. 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
  - 2.12. 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, (so far as is reasonable) for all losses suffered by the Landlord as a result of the Tenants' failure to comply with this covenant.
  - 2.13. Not allow or keep any pet or any kind of animal at the Property without the Landlord's prior consent (which will not be withheld unreasonably)
  - 2.14. **Not smoke inside Property/permit others to smoke – PLEASE GO OUTSIDE.**
  - 2.15. 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
  - 2.16. Not assign, sublet, charge or part with or share possession or occupation of the Property (but see clauses 5 and 6 below)
  - 2.17. 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
  - 2.18. 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 notice beforehand (except in emergency)
  - 2.19. During the fixed term, tell the Landlord whether he intends to stay in the Property or whether he intends to leave at the end of the fixed term
  - 2.20. 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 at the start of tenancy and will not cause damage to internal walls by nails, screws, drawing pins or blue tack (or redecoration costs will be deducted from the tenants' bonds at the end of the fixed term)

- 2.21. Provide the Landlord with a forwarding address on signing this agreement.
- 2.22. When the tenancy comes to an end remove all rubbish and all personal items (including the Tenant's own furniture and equipment) from the Property before leaving. Ensure property in the same condition as of 1<sup>st</sup> July contract start dated.
- 2.23. Pay any excess gas and electric bills if they jointly exceed the capped limit of ..... per annum for a ..... bedroom property.

### 3. The Landlord will:

- 3.1 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
- 3.2. 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 reinstate the Property in the case of damage or destruction if the insurers refuse to payout 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

### 4. The Deposit

- 4.1. will be held by the D.P.S. and will be refunded to the Tenant at the end of the Term (however it ends) but less any reasonable deductions properly made by the Landlord to cover any reasonable costs reasonably 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.
- 4.2. shall be repaid to the Tenant, at the forwarding address provided to the Landlord, as soon as reasonably practicable after the tenant has vacated the property by the D.P.S. as long as there are no arguments between the Tenants and the Landlord regarding the condition of the property, i.e. Tenants not maintaining

cleaning or damages of any kind to furnishings and/or property.

- 4.3. Also see notes from D.P.S. once the deposit has been sent to the D.P.S. via the Landlord.

### Ending this Agreement

5. 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 reasonably incurred by the Landlord in granting the necessary approval and in granting any new tenancy to the alternative tenant, the tenancy shall end.
6. 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 or 17 of 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.

### Other terms

8. For stamp duty purposes, the Landlord and the Tenant confirm that there is no previous agreement to which, this Agreement gives effect.
9. The Landlord hereby notifies the Tenant under Section 48 of the Landlord & Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the Landlord at the address stated with the name of the Landlord above
10. 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.

11. 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 Landlord has the deposit in his possession
12. 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.
13. 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.
14. 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 2.21 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 (the notice to be sent by recorded delivery). 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 sale (if any), and the Tenant shall remain liable for any balance. Any net proceeds of sale will be dealt with in the same way as the Deposit as set out in clause 4.2 above.
15. The Landlord shall be entitled to have and retain keys for all the doors to the Property but shall not be entitled to use these to enter the Property without the consent of the Tenant (save in an emergency).
16. The 'Landlord' means the persons from time to time entitled to receive the Rent, the 'Tenant' includes any persons 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 overleaf 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.

**Signed as a deed**

(The Landlord) .....

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(The Tenant[s])	1.....	6.....
	2.....	7.....
	3.....	8.....
	4.....	9.....
	5.....	