

ASSURED SHORTHOLD TENANT AGREEMENT
(FOR A HOUSE OR FLAT) (FOR AN INDIVIDUAL TENANT)
(FOR A HOUSE OR FLAT) (FOR AN INDIVIDUAL LANDLORD)

THIS FORM OF AGREEMENT IS A STANDARD FORM. BEFORE SIGNING IT YOU SHOULD READ IT CAREFULLY AS IT CONTAINS EVERYTHING YOU NEED TO KNOW AND DO WANT AN AGREEMENT THAT IS FAVORABLE TO YOU.

The Landlord

[NAME OF LANDLORD]
[ADDRESS OF LANDLORD]

The Tenant

[NAME OF TENANT 1]
[NAME OF TENANT 2]
[NAME OF TENANT 3]
[NAME OF TENANT 4]
[NAME OF TENANT 5]

(The term "the Tenant" applies to all the tenants named above. Each individual tenant enjoys the full rights and is fully responsible for their own actions under this Agreement.)

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The Property

[ADDRESS OF TENANCY]

together with the fixtures and fittings included in the inventory and signed by the parties hereto.

together with the fixtures and fittings included in the inventory and signed by the parties hereto.

The Term

For a fixed period of [FIXED PERIOD] commencing on [COMMENCEMENT DATE] to [EXPIRY DATE].

For a fixed period of [FIXED PERIOD] commencing on [COMMENCEMENT DATE] to [EXPIRY DATE].

The Rent

At a rent of [AMOUNT] per [WEEK/MONTH] payable in advance, first payment on [DATE] and thereafter on the same day in each month.

At a rent of [AMOUNT] per [WEEK/MONTH] payable in advance, first payment on [DATE] and thereafter on the same day in each month.

Method of Payment

[OUTLINE METHOD OF PAYMENT]

The Deposit

The deposit shall be [DEPOSIT].

Details of Agent

[NAME OF AGENT]
[ADDRESS OF AGENT]

1.1 This Agreement is an Assured Shorthold Tenancy as defined in Section 20 of the Housing Act 1988 (as amended by the Housing Act 1996). The Landlord may recover possession of the Property from the Tenant by obtaining a court order pursuant to the provisions of Section 8 of the Housing Act 1988 (as amended by the Housing Act 1996).

1.2 The Landlord may seek to re-enter the Property prior to expiry of the Term on one or more of the grounds set out in Schedule 2 to the Housing Act 1996. These grounds are set out in the Schedule to this Agreement.

1.3 This Agreement is for the provision of residential accommodation whether furnished or unfurnished in accordance with the Inventory signed between the parties.

1.4 In this Agreement any reference to a person includes the feminine.

2 The Property

The Property is the Property together with any outside space or garden and the fixtures and fittings in the premises as set out in the Inventory.

3 Tenancy Deposit Protection

3.1 The Deposit specified above shall be held on the Tenant's behalf by the Landlord or his Agent in accordance with the [TENANCY DEPOSIT PROTECTION SCHEME] ("the Scheme"). Within 14 days of receipt of the deposit, the Landlord shall give the Tenant prescribed information.

3.2 The following sums may be paid to the Landlord or his Agent in accordance with the terms of this Agreement:

3.2.1 any rent or other payments due to the Landlord or his Agent under this Agreement which remain unpaid at the time of payment;

3.2.2 any sum the Landlord or his Agent is entitled to recover in remedying any failure by the Tenant to comply with the terms of this agreement, including those relating to the cleaning of the Property and its fixtures and fittings;

3.2.3 any unpaid accounts for water, electricity or Council Tax incurred at the Property for which the Tenant is responsible;

3.2.4 any costs incurred by the Landlord or his Agent in remedying damage to the premises or its fixtures and fittings or for which the tenant may be liable, other than those that are the responsibility of the Landlord excepted from the Tenant's liability.

3.3 Any interest on the Deposit shall be paid to the [Landlord OR Tenant OR Agent].

4 Rent

The Tenant shall pay the Rent to the Landlord at the times specified above.

5 Forfeiture and Interest on Rent

5.1 Where the Rent, any part of which is due from the Tenant under this Agreement, is in arrears of more than 14 days, whether legally demanded or not, or the Tenant is in breach of any other term of the tenancy either (a) by serving the

appropriate notice and obtain possession of the Property by re-entering the Property if it is no longer occupied by the Tenant with a lawful right to live in it. If the Landlord exercises this right, it shall be without prejudice to the other rights and remedies of the Landlord.

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

5.3 Any bank charges incurred by the Landlord through a cheque of the Tenant being dishonoured by the Tenant or any sum deducted from the Deposit if not already paid by the Tenant shall be payable by the Tenant.

6 Insurance

6.1 The Landlord shall effect and maintain a fire cover for the Property and shall insure the Landlord's fixtures and fittings, including such electrical appliances as are not the Tenant's responsibility, against loss or damage by fire, lightning, storm, flood, impact, riots, malicious damage, burst pipes, theft and third party risks and such other risks as may be covered by a Householder's Comprehensive Policy.

6.2 If the Tenant so wishes, the Landlord shall effect such other insurances as the Tenant may require, which shall not be the Landlord's responsibility.

6.3 The Tenant must not do anything which would, with any requirement, as a result of which the policy of insurance effected by the Landlord for the Property and the Landlord's fixtures, fittings and contents is void or voidable or by which the rate of premium on any such policy is increased.

7 Maintenance and Repair

7.1 The Landlord shall maintain the Property in a good and water-tight condition and in all other respects reasonably necessary for the occupation of the Property.

7.2 The Landlord shall keep in good repair the exterior of the Property.

7.3 The Landlord shall keep in good working order all installations in the Property for the supply of water, gas, electricity, sanitation and heating (other than those installed by the Tenant, which shall be the Tenant's responsibility to maintain and entitled to remove).

8 Quiet Possession

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

9 Use of Property

The Tenant shall use the Property for residential purposes only and shall not (nor allow others to) operate a business or use it for any improper, immoral or illegal purposes. If the Tenant wishes to use the Property for business purposes he must obtain the prior written consent of the Landlord.

10 Maintenance and Cleanliness

- 10.1 The Tenant shall keep the interior of the Property in good repair and condition and in good decorative order and in particular shall take all reasonable steps to keep the Property aired and heated and to prevent water pipes freezing in cold weather.
- 10.2 The Tenant shall be responsible for the professional cleaning costs at the end of the tenancy.
- 10.3 The Tenant shall not bring any hazardous materials into the Property and shall take all reasonable steps to avoid danger to the Property or neighbouring properties by way of fire or flooding.
- 10.4 The Tenant shall be responsible for cleaning and keeping free from all blockages and obstructions all baths, sinks, lavatories, cisterns and drains and in particular shall take all reasonable steps not to pour oil, grease or other damaging materials down the drains or waste pipes.

11 Communal Areas

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

12 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.

13 Nuisance

The Tenant shall not (nor allow others to) cause nuisance or annoyance to the Landlord or his Agent or any neighbours.

14 Damage

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

15 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 without the prior written consent of the Landlord. 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.

16 Repairing Damage

The Tenant agrees to make good any damage to the Property or the common parts or to the Landlord's fixtures, fittings or furnishings caused by the Tenant or any visitor of the Tenant to the Property, excepted, and to pay any costs incurred by the Landlord in connection with the same in default.

17 Reporting Disrepair

The Tenant shall immediately report to the Landlord or his Agent of any disrepair or defect or act of vandalism to the Property or the fixtures, fittings or furnishings and any failure of electrical appliances. The Landlord shall repair any damage to the Property and shall replace any defective fixtures, fittings,

furnishings or appliances and a reasonable period of time after being notified by the Tenant.

18 Forwarding Correspondence

The Tenant shall forward all correspondence addressed to the Landlord or any notice received by the Tenant to the Landlord or his Agent immediately upon receipt.

19 Pets

The Tenant shall not (nor shall he permit) keep on the Property any pets of any kind on the Property without the prior written consent of the Landlord. Where permitted, any pet must be kept under control to ensure that it does not cause damage to the Property or cause a nuisance either to neighbours or to the Property.

20 Locks and Keys

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

21 Assignment

The Tenant shall not assign, sublet, or otherwise permit the possession or occupation of the Property or any part thereof without the prior written consent of the Landlord.

22 Utilities

22.1 The Tenant will pay the cost of the supply to the Property of electricity, gas and telephone services provided at or supplied to the Property during the Term. On termination of the tenancy the Tenant shall settle all accounts for these supplies.

22.2 The Tenant shall not do anything which would result in the disconnection of any of these supplies.

22.3 The telephone number of the Property shall not be taken away by the Tenant on the termination of the tenancy. If the telephone is disconnected or the telephone number is changed, the Tenant shall be liable to pay telephone bills, and the Tenant shall be liable for the cost of the reconnection of the service.

22.4 The Tenant shall also be responsible for the payment of the television licence for the period of the tenancy.

23 Council Tax

The Tenant is responsible for the payment of council tax and water and sewerage charges, or any local tax or charges in lieu of council tax.

24 Rights of Access

24.1 The Tenant shall allow the Landlord or his Agent access to the Property at reasonable hours during the tenancy to inspect the condition of the Property or to carry out repairs or other work necessary to carry out maintenance of the Property. The Landlord or his Agent shall give immediate access to the Property at least 24 hours' notice but the Tenant shall give immediate access to the Property in an emergency.

24.2 The Tenant shall allow the Landlord or his Agent access to the premises at reasonable hours during the tenancy, to show the premises to prospective tenants or purchasers.

	prospective Tenants or at any time to the premises to a prospective purchaser or anyone acting on his behalf.
25	Property Left Unattended
	Whenever the Property is left unattended by the Tenant, the Tenant must fasten all locks on all doors and windows and all other openings to prevent unauthorised access to the premises. The Tenant shall notify the Landlord if he intends to leave the premises vacant for a period of more than five consecutive days and in such a case, the Tenant shall take all reasonable steps to prevent frost or flood damage.
26	Refuse
	The Tenant shall dispose of refuse in an appropriate manner and at the appropriate time. Refuse must not be deposited in the common parts at any time.
27	Damage by Fire etc.
	The Landlord is responsible for insuring the Property against fire and the Tenant shall not be entitled to recover 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.
28	Moving Out
28.1	At the end of the tenancy the Tenant shall return the Property to the Landlord vacant possession and shall return all the keys of the Property to the Landlord. The Tenant shall remove all rubbish and all furniture and fittings supplied by the Tenant and leave the Property and the Landlord shall be responsible for the same condition and state of repair as at the start of the tenancy, subject to fair wear and tear excepted.
28.2	The Tenant shall provide a receipt for the return of any Deposit.
29	Gas Safety
	The Landlord shall ensure that all gas appliances (including flues, chimneys, appliances, pipework) and flues in the Property are maintained in a safe condition and that all installation, maintenance and safety checks are carried out by a registered Gas Installer and that an annual safety check is carried out by a registered Gas Installer.
30	Electrical Safety
	The Landlord shall ensure that all electrical appliances and equipment supplied by him are safe so as not to cause injury or damage to the Property.
31	Furniture and Furnishings
	The Landlord shall ensure that all furniture and furnishings meet with the legal regulations on safety.
32	Inventory Check and Receipt
	At the termination of the tenancy (whether the tenancy is terminated or the tenancy is the same may be terminated) the Landlord shall be entitled to inspect the Property to meet any outstanding sums or accounts due by the Tenant. In the event of a breach or non-compliance by the Tenant with his obligations under this Agreement and the Landlord shall account to the Tenant for the balance of the deposit. The final amount of the deposit to be returned shall be agreed by the Landlord and the Tenant and repayment of the agreed sum made within 14 days of the termination of the tenancy. In the event of a dispute between the parties to the Scheme OR the termination of the tenancy, both parties shall agree to enter into any Alternative Dispute Resolution (ADR) service offered by the

administrator of the Scheme shall be insufficient for the purpose aforesaid the Tenant shall pay such further sum as shall be required for such purposes.

shall be insufficient for the purpose aforesaid the Tenant shall pay such further sum as shall be required for such purposes.

33 Notices

33.1 Any notice required or authorised to be served on the other party shall be in writing and shall be served on the Tenant, shall be served at the address specified by the Tenant, and shall be deemed to be given to and received 3 weeks after the date of posting.

Any notice required or authorised to be served on the other party under this Agreement to be served on the Tenant shall be served by recorded delivery and if served by such other address as may be specified by the Tenant, and shall be deemed to be given to and received 3 weeks after the date of posting.

33.2 The Tenant is hereby notified that, in accordance with section 48 of the Landlord and Tenant Act 1987, the agent is authorised to serve notices on the Landlord (including notices in proceedings for possession of the property).

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[ADDRESS FOR NOTICES]

The Landlord hereby agrees to let the Property for the Rent and Terms of the Agreement.

The Tenant hereby agrees to take the Property on the conditions stated within this Agreement.

SIGNED by the Landlord/Agent:

Date:

In the presence of this witness:

Name of witness:
Address of witness:

SIGNED by the Tenants:

Signature of [NAME OF TENANT]

Date:

In the presence of this witness:

Name of witness:
Address of witness:

Signature of [NAME OF TENANT]

Date:

In the presence of this witness:

Name of witness:

Address of witness:

Signature of [NAME OF TENANT]

Date:

In the presence of this witness:

Name of witness:

Address of witness:

Signature of [NAME OF TENANT]

Date:

In the presence of this witness:

Name of witness:

Address of witness:

Signature of [NAME OF TENANT]

Date:

In the presence of this witness:

Name of witness:

Address of witness:

	Homelessness Act 2012 (as amended)	Section 2 (Act 1996)
Ground 2	The Property is situated in a residential tenancy and the landlord intends to repossess the Property.	anted before the beginning of the tenancy and the Tenant has not exercised their rights over the Property, i.e.
Ground 8	Both at the date of the proceedings for possession and at the date of the service of the notice: <ul style="list-style-type: none"> (a) if rent is payable weekly, at least 8 weeks' rent is unpaid; (b) if rent is payable monthly, at least 2 months' rent is unpaid; (c) if rent is payable quarterly, one quarter's rent is more than 3 months in arrears; (d) if rent is payable yearly, 12 months' rent is more than three months in arrears. 	ce relating to the proceedings for possession: <ul style="list-style-type: none"> (a) if rent is payable weekly, at least 8 weeks' rent is unpaid; (b) if rent is payable monthly, at least 2 months' rent is unpaid; (c) if rent is payable quarterly, one quarter's rent is more than 3 months in arrears; (d) if rent is payable yearly, 12 months' rent is more than three months in arrears.
Ground 10	Some rent lawfully due has not been paid on the date on which the proceedings for possession were begun and was in arrears at the date of the service of the notice.	unpaid on the date on which the proceedings for possession were begun and was in arrears at the date of the proceedings.
Ground 11	Whether or not any proceedings for possession are being taken, the Tenant has become lawfully entitled to possession of the Property.	the date on which proceedings for possession were begun, the Tenant has consistently delayed paying rent which has become lawfully due.
Ground 12	Any obligation of the Tenant to pay rent has been broken or is being broken.	one related to the payment of rent)
Ground 13	The condition of the Property or any part of it, or the common parts, has deteriorated owing to acts of waste by the Tenant or any other person residing in the Property, or by neglect or default of the Tenant or any other person, and the Tenant has neglected to do what he ought reasonably to have taken to prevent or remedy the deterioration.	the common parts has deteriorated owing to acts of waste by the Tenant or any other person residing in the Property, or by neglect or default of the Tenant or any other person, and the Tenant has neglected to do what he ought reasonably to have taken to prevent or remedy the deterioration.
Ground 14	The Tenant or a person residing in the Property: <ul style="list-style-type: none"> (a) has been guilty of conduct which causes or is likely to cause a nuisance or annoyance to a person residing in the locality of the Property; (b) has been convicted of an offence: <ul style="list-style-type: none"> (i) using the Property for immoral or illegal purposes, or (ii) an offence connected with the use of, the Property. 	g the Property: <ul style="list-style-type: none"> (a) has been guilty of conduct which causes or is likely to cause a nuisance or annoyance to a person residing in the locality of the Property; (b) has been convicted of an offence: <ul style="list-style-type: none"> (i) using the Property for immoral or illegal purposes, or (ii) an offence connected with the use of, the Property.
Ground 14A	The Property was occupied immediately before the proceedings for possession were begun by a married couple, a couple who were living together as if they were civil partners, or a single person, and: <ul style="list-style-type: none"> (a) one or both of the partners or the single person was a registered social landlord or a charitable housing association; (b) one partner had been subjected to violence or threats of violence by the other partner; or (c) one partner had been subjected to violence or threats of violence by a person who was residing with that partner immediately before the proceedings for possession were begun; or (d) the court is satisfied that the person who has left is unlikely to return. 	one or with others) by a married couple, a couple who were living together as if they were civil partners, or a single person, and: <ul style="list-style-type: none"> (a) one or both of the partners or the single person was a registered social landlord or a charitable housing association; (b) one partner had been subjected to violence or threats of violence by the other partner; or (c) one partner had been subjected to violence or threats of violence by a person who was residing with that partner immediately before the proceedings for possession were begun; or (d) the court is satisfied that the person who has left is unlikely to return.

- Ground 15** The condition of a use under the tenancy has, in the opinion of the court, been so deteriorated by ill-treatment by the Tenant or any other person residing in the premises, or by a person lodging with the Tenant or a sub-tenant of his, in the case of ill-treatment by a person lodging with the Tenant or a sub-tenant of his, the Tenant has not taken such steps as may be reasonable to have taken for the removal of the lodger or sub-tenant.
- Ground 17** The Tenant is the person to whom the tenancy was granted and the person to whom the tenancy was granted by a false statement made by the tenant or a person acting at the Tenant's instigation.