



# ASSURED SHORTHOLD TENANCY AGREEMENT

for a furnished dwelling house

This agreement is made the [ ] day of [ ]

**Between Honor Properties, (Address to follow)**

(hereinafter referred to as "the Landlord" of the one part, which expression includes the person for the time being entitled the reversion immediately expectant on the Tenancy hereby created);

**and**

[ ]  
[ ]  
[ ]

(hereinafter referred to as "the Tenant" of the other part, and if more than one the liability of each under this agreement shall be joint and several)

**BY THIS AGREEMENT** the Landlord lets and the Tenant takes all the rooms of the building known as

[ ]

(hereinafter referred to as "the Property") together with the Fixtures, Fittings, Furniture and Effects therein (as more particularly set out in the Inventory to be signed by both parties) for a term certain of

[ ] Weeks ("the Term")

from [ ] to [ ]

at the rent of [ ] per calendar week and on the Special and General Terms and Conditions set out in the following pages of this Agreement.

**THE TENANT** agrees to pay the Rent in advance by **Standing Order** in the

following instalments namely a first payment of [ ] on the first day of

**July 20xx** and thereafter the sum of [ ] per calendar month

commencing on the **First** day of **July 20xx**

If any rent or other money payable by the Tenant to the Landlord under the provisions hereof shall not be paid within fourteen days of the day on which it became due the same shall be payable with interest thereon at the rate of eight per cent per and upon each instance of arrears addition an administration charge of £40.00 will be levied.

**THE TENANT** also agrees to pay to the Landlord on the signature of this Agreement

a deposit ("**the Deposit**") of **£ xx** as security against the failure by the Tenant to make good on demand by the Landlord and at the Tenant's expense any damage by the Tenant to the Property or to any Fixtures, Fittings, Furnishings and Effects and as security against any expense or other nuisance occasioned to the Landlord by the failure of the Tenant to behave in a tenant-like manner or to observe the Special General Terms and Conditions of this Agreement.

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As soon as practicable after the determination of the tenancy (howsoever the same may be determined) the Landlord shall retain (and account to the Tenant for) such part of the deposit as the Landlord shall deem necessary to enable the Landlord as at the date of such determination to make good any breach or non-compliance by the Tenant with his obligations hereunder and to pay all costs, charges and expenses incurred in connection therewith and shall account to the Tenant for any balance of such sum. If the deposit shall be insufficient for the purpose aforesaid the Tenant shall pay to the Landlord forthwith on demand such further sum as shall in the opinion of the Landlord be required for such purposes. Specifically, the Tenant hereby agrees not to use any part of the deposit in lieu of rent.

### A. SPECIAL TERMS AND CONDITIONS

#### 1. Occupation only by the Tenant

The Tenant hereby agrees with the Landlord not to assign underlet charge or part with or share possession or occupation of the Property or any part thereof.

#### 2. Vacation of the Property before the end of the Term

The Tenant hereby agrees with the Landlord that if the Property is permanently vacated by the Tenant at the Tenant's own request before the last day of the Term, the Tenant shall remain liable to pay to the Landlord the full unpaid balance of the rent receivable by the Landlord had this Agreement run for the full Term.

#### 3. Statutory Council Taxes and other local taxes payable by the Tenant

Payment of any Council Taxes or other local taxes that may from time to time be brought into force due by the Tenant to the Local Authority in accordance with the Statutes and arising from the occupation of the Property by the Tenant pursuant to this Agreement shall be the direct responsibility of the Tenant. The Tenant hereby undertakes with the Landlord to produce on demand by the Landlord all relevant receipts for the payment of any such charges and/or Taxes issued to the Tenant by the Billing Authority.

#### 4. Re-entry by the Landlord into the Property

**PROVIDED ALWAYS and IT IS HEREBY AGREED** as follows:

- i If the Rent or any instalment or part thereof shall be in arrear or unpaid for at least 14 days after the same shall have become due (whether legally demanded or not) or
- ii In the event of the breach of any of the other covenants on the part of the Tenant herein contained or implied or
- iii If the Tenant leaves the Property vacant or unoccupied for a period in excess of 28 consecutive days without first giving written notice to the Landlord of the intention so to do and obtaining written acknowledgment from the Landlord of such notice or
- iv If the Tenant shall become bankrupt or if the Tenant shall enter into any composition with his or her creditors or suffer any distress on his or her goods in the property

The Landlord may re-enter onto the Property and immediately thereupon the Tenancy shall absolutely determine without prejudice to any other remedy of the Landlord for any antecedent breach.

### B. LANDLORD'S UNDERTAKINGS

1. The Landlord hereby agrees with the Tenant that the Tenant paying the Rent and performing all the agreements by the Tenant herein contained may quietly possess and enjoy the Property during the Term of the Tenancy without any unlawful interruption from the Landlord or any person rightfully claiming under or in trust or in trust for that party.
2. The Landlord agrees not to withhold any part of the Deposit unreasonably, and to account for all deductions.

**C. GENERAL TERMS AND CONDITIONS:**

**TENANT'S OBLIGATIONS**

**Alterations, Additions, Damage, etc. - Property**

1. Not to make any alteration in or addition to the Property.
2. Not to damage or injure the Property.
3. Not at any time to damage the Property, the Fixtures, Furnishings or Effects therein the curtilage thereof or the paths adjoining thereto.
4. Not to interfere with the internal or external decorations or painting of the Property.
5. Will insure the tenant's own belongings.

**Fixtures, Fittings, Furnishings and Effects**

6. To preserve the Fixtures, Fittings, Furnishings and Effects of the Property from being destroyed or damages and not to part with possession or remove any of them from the Property and not to bring into the Property any of the Tenant's own Fixtures, Fittings or Furnishings except with the Landlord's prior consent in writing. No furniture shall be introduced into the Property that does not comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).
7. To leave the Fixtures, Fittings, Furnishings and Effects at the expiry of the Tenancy in the same place in the property in which they were at the grant of the Tenancy.
8. To yield up the Property at the expiry of the Tenancy with all the Fixtures, Fittings, Furnishings and Effects in the same clean state and condition as they were in at the grant of the Tenancy and make good pay for the repair of or replace to the Landlord's satisfaction all such articles of the Fixtures, Fittings, Furnishings and effects as shall be broken, lost, damaged or destroyed during the term of the Tenancy (reasonable wear and tear excepted)

**Locks and Keys**

- 9 Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord.  
To contact the Landlord or Landlords agents/locksmith to regain access to room or house when keys are lost or doors have become locked. Damage to doors and frames, and windows are chargeable.

**Deterioration**

- 10 Immediately to notify the Landlord of any deterioration of the Property or of the Fixtures, Fittings, Furnishings and Effects what ever the cause maybe. Failure to report deterioration may result in the tenant being found partially responsible or completely responsible for any damage caused by late notification.

**Activities**

- 11 Not to do or permit or suffer in or upon the Property or any part thereof any sale by auction or any illegal or immoral act or any act or thing which may be or become a nuisance or annoyance or cause damage to the Landlord or the occupiers of any part of the Property or of any adjoining or neighbouring premises.
- 12 Not to carry on any profession trade or business in the property or exhibit any notice board or notice whatsoever on any portion of the Property or use them or any part thereof for any purpose other than that of a strictly private residence.
- 13 Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance maintained in respect of the property, or may cause an increased premium to be payable in respect thereof nor to keep or permit to be kept any petrol or other inflammable substances in or about the property and to repay to the landlord if the landlord shall so desire all

sums paid by way of increased premium and all expenses incurred in or about the renewal of any such policy rendered necessary by a breach of this clause all such payments to be recoverable as Rent in arrear.

- 14** Not to hang or expose in or upon any part of the Property so as to be visible from the outside any clothes or washing of any description or any other articles nor to place outside the property any flower box pot or any like object nor to shake any mats brooms or other articles inside any part of the property or out of the windows of the property.
- 15** Not to keep any bird reptile dog animal or other living creature in the Property.
- 16** Not to take into, use or keep in, the Property any heater or like object which requires paraffin or other inflammable liquid or gaseous fuel, not to burn candles and not to smoke inside the Property.
- 17** Not to erect any external wireless or television aerial or satellite dish.
- 18** Not to use in the Property any electrical device without an effective suppressor fitted thereto.

**Obstruction**

- 19** Not to leave or park or permit to be left or parked so as to cause any obstruction in or on any approach roads or passageways adjacent to or leading to the property any motor cycle bicycle perambulator or other vehicle belonging to or used by the Tenant or by any of their friends servants or visitors and to observe all requests made by the Landlord from time to time relating to the parking of such vehicles.

**Entry by the Landlord, etc.**

- 20** To permit the Landlord or the Landlord's Agents and all other persons authorised by them at all reasonable times (but at any time in case of emergency) during the Tenancy to enter into and upon the Property for the purposes of carrying out and completing any structural or other necessary or property repairs to the property or for the purpose of examining the state and condition of the property or for the purposes of examining the state and interior of the property and of the furniture and effects.
- 21** To permit the Landlord or the Landlord's Agents at all reasonable times of the day during the Tenancy to enter upon and view the property with prospective occupiers.

**Noise etc.**

- 22** Not at any time or times so as to cause any nuisance or noise to any of the occupiers of the remainder of the Property or of any adjoining or neighbouring premises to play or use or permit the playing or use of musical instruments, television, radio, loud speaker or mechanical or other noise making instrument of any kind or to practice or to permit the practising of any singing in the property.

**Use of Washing Machine(s)**

- 23** No washing machine in the Property, whether the property of the Landlord or the Tenant, shall be used or operated before nine a.m. or after nine p.m. at night.
- 24** No washing machine in the Property shall be operated and, in particular, shall not be left to operate by itself automatically, unless the Tenant is present at all times in the Property during such operation. The Tenant shall expressly be held solely and fully responsible for any damage caused to the Property and all Fixtures, Fittings, Furnishings and Effects therein caused as a result of the operation of any washing machine by the tenant in breach of the provisions of this Clause.

**Gas and Electrical Equipment – Operation**

- 25** With the exception of pilot lights on gas-operated water heaters (and not on gas cookers) and electrically operated clocks and other such items as are designed for continuous operation, all gas and electrical equipment shall be turned off at all times when the Tenant is not in the Property, and the Tenant shall be solely and fully responsible for any damage caused to the Property and all Fixtures, Fittings, Furnishings and Effects therein caused as a result of the operation of any washing machines by the tenant in breach of the provisions of this Clause.

- 26** The Tenant shall not introduce into the Property any gas appliance without the prior written consent of the Landlord. The Tenant shall produce to the Landlord on an annual basis a gas safety certificate for any such appliance.
- 27** To keep all electric lights in good working order and in particular to replace all fuses bulbs, fluorescent tubes and starters as and when necessary.

**Gas, Electricity and Water Supplies TV licence, Broadband and Telephone**

**28 The Landlord will**

- i Select providers of Gas, Electricity, Water, Broadband and Sewage services and TV Licence
- ii Set up accounts in the Landlord's sole name
- iii Arrange for the bills of service providers ("the Bills") to be settled as and when they are demanded
- iv Contribute the Agreed Limit towards the Bills

- 29** The Tenant will on demand pay to the Landlord the amount of a bill to the extent that it exceeds the Agreed Limit.

For the purposes of clauses 28 and 29 the Agreed Limits are listed below under **Additional Clauses** (if any)

- 30** The Tenant will pay all charges made for the use of the telephone (if any) in the Property during the term of the Tenancy

**General**

- 3** To observe any other Terms and Conditions which may from time to time be made by the Landlord  
**1** for the good order and management of the Property and such other Terms and Conditions as may be contained in an annexe to this Agreement signed by the parties hereto.

**Schedule of Contents (Inventory)**

- 3** The Schedule of Contents (Inventory) of and pertaining to the Property and signed by the parties  
**2** hereto shall have effect.

**Notices**

- 3** Any notice by the Landlord to the Tenant shall be sufficiently served if the same complies with the  
**3** Law of the Property Act, 1925, Section 196, as amended by the Recorded Delivery Service act, 1962. It is sufficiently served if it is delivered in person or left at the tenant's address or sent through the post by recorded or registered delivery provided the notice is not 'returned through the post undelivered'.
- 3** The address at which the tenant may serve notices on the landlord (including notices in proceedings) under Section 48 of the Landlord and Tenant Act 1987 is as follows:

**Address will be provided**

**Additional clauses**

- 3** The Agreed Limit shall apply only to the usage cost of Gas and Electricity where the Landlord's obligation shall be limited to a sum of **£1250.00** during the Term of the Tenancy.

36. The tenants will be presented with an inventory on the release of the keys or before and must be signed immediately. The tenants then has 24 hours to amend or inform the landlord of any changes that are required to this form. Failure to return this inventory form within this period confirms this form is correct in all its details. All tenants are advised to take photos of their rooms and communal areas to protect their rights. At the end of the Tenancy Agreement, the final Tenant/s to vacate the property must arrange and be present for a "Departure Check Out Inventory" with an Independent Inventory Company West End Estates. This is chargeable to the Tenants at £25 per person per bedroom payable direct or by the Landlord from the deposit if not paid directly by the tenants.

37. All deposits are protected under the government scheme provider "mydeposits.co.uk" with the

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account number 10000470. You will be presented with a certificate to confirm your deposits have been presented to this scheme.

- 38. The property or individual rooms are not to be sublet at any time. Any guests staying more than two days in a weekly period must be declared to the Landlord in advance. Any individuals found living in the house unannounced will be charged the daily rate of £35.00
- 39 Bicycles are not allowed to enter or be kept, maintained, stored or housed in this property and must not block hallways corridors, or emergency exits at any time.
- 40 The house will be prepared and tidied for the all new tenants before the Tenancy begins and all carpets will be shampooed especially in the Hallway and Living Room/Lounge. Tenants are requested to remove their shoes on entering the property or they will be asked to produce receipts for carpet cleaning at the end of the tenancy to prove they have been cleaned to the same standard as the house was prepared for them at the beginning of their tenancy.
- 41 There will be quarterly inspections of the house by the landlord in October, December, March and April with at least 72 hours notice given to the tenants. The landlord will take meter readings and check the house is not being badly treated and is being kept tidy. During this inspection or at any other time when Notice has been given by the Landlord, the landlords considers the house to be poorly maintained, badly treated or untidy he can employee professional cleaners to enter the property to carry out cleaning duties at the cost and expense to the tenants.
- 42 During the Tenancy Agreement, if any recycling or refuse bins are damaged, lost or stolen then it is the responsibility of the Tenants to replace these items at their cost if the local council charge for replacements
- 43 Due to attempted internet fraud do not under any circumstances should Tenants pay any other person or change the bank details payable for monthly rent without speaking verbally in advance to the Landlord. Do Not accept letters posted or emailed as a reason to pay any other bank, person or any persons claiming to be the Landlord during the length of the tenancy.
- 44 The tenants must adhere to Council and Environmental Inspectors instructions to keep all fire doors shut within the house at all times especially at night to protect all Tenants.

**We hereby agree the foregoing**

Name	<input type="text"/>	Signed	<input type="text"/>
Name	<input type="text"/>	Signed	<input type="text"/>
Name	<input type="text"/>	Signed	<input type="text"/>
Name	<input type="text"/>	Signed	<input type="text"/>
Name	<input type="text"/>	Signed	<input type="text"/>

**Tenant**

Name	<input type="text"/>	Signed	<input type="text"/>
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**Landlord**