

**ASSURED SHORTHOLD TENANCY AGREEMENT**

For letting a furnished dwelling house on an Assured Shorthold Tenancy under Part 1 of the Housing Act 1988 as amended by the Housing Act 1996 & 2010.

This agreement is dated: .....

**1 Particulars**

**1.1 Parties**

**1.1.1 The Landlord**

Name: .....

Address:.....

Tel:.....

The "Landlord" shall include the Landlord's successors in title and assigns. This is the person who would be entitled to possession of the property if the Tenant was not in possession and could be the current Landlord or somebody purchasing or inheriting the property.

**1.1.2 The Tenant/s**

Name: .....

Address:.....

Tel:.....

The Tenant agrees that the Landlord may provide the Tenant's name, address and other contact details to 3<sup>rd</sup> parties including, but not limited to, referencing companies, utility providers, the local authority and the appropriate tenancy deposit protection scheme provider.

Where the party consists of more than one person, the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations.

**1.1.3 The Guarantor (see attached Guarantee Agreement if applicable)**

**1.1.4 The Landlord lets and the Tenant takes the property for the term at the rent payable upon the terms and conditions of this agreement**

**1.1.5 This agreement is intended to create an assured Shorthold Tenancy as defined in Part 1 of the Housing Act 1988 (and any subsequent amendments). These tenancies do not guarantee the Tenant any right to remain in possession after the fixed term (subject to a minimum occupancy of ..... months)**

**1.2 Property**

**1.2.1 The property situated at the address of: ..... together with the fixtures, fittings, furniture and effects therein and more**

Signature.....

particularly specified in the Inventory signed by the Tenant and all grounds. It shall include the right to use, in common with others, any shared rights of access, stairways, communal car parks, paths and drives.

### 1.3 Term

1.3.1 The term shall be for the definite period of ..... months from and including the ...../...../..... to and including ...../...../..... Please see paragraph 2.5 as it contains important information about what to do to end the tenancy.

1.3.2 The "term" is to include any extension or continuation of the term or a Statutory or Contractual Periodic Tenancy.

### 1.4 Rent

1.4.1 The rent shall be £..... per calendar month, payable in advance.

1.4.2 The rent shall be paid clear of unreasonable or unlawful deductions or set off to the Landlord by banker's standing order or such other method as the Landlord requires.

1.4.3 The first payment of £..... being due on ...../...../..... or prior to the date of taking possession.

1.4.4 Thereafter, the "RENT DUE DATE" will be the ..... day of each month during the term of this agreement

1.4.5 Overdue rental payments will be subject to interest at rate of .....% per annum calculated from the date payment is due up until the date of payment received.

1.4.6 Any person paying the rent, or any part of it, for the property during the term shall be deemed to have paid it as agent, for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiring.

1.4.7 It is agreed that if the Landlord accepts money after one of the conditions which may lead to a claim for possession by the Landlord (these are the conditions listed in clause 3 below), acceptance of the money will not create a new agreement and the Landlord will still, within the restrictions of the law, be able to pursue a claim for possession.

1.4.8 Rent increase:

1.4.8.1 If for any reason the Tenant remains in possession of the property or the lawful Tenant of the property, for more than 12 months, then the rent will increase once each year.

1.4.8.2 The first increase will be the first Rent Due Date more than 365 days after the commencement date.

1.4.8.3 Subsequent increases will be on the first Rent Due Date more than 365 days since the previous rent increase.

1.4.8.4 In clauses 1.4.8.2 and 1.4.8.3, the rent will increase by the amount stated for the annual increase in the Index of Retail Prices (all items) as quoted for the month two months prior to the month of the increase.

1.4.8.5 Not applying the rent increase at the first Rent Due Date more than 365 days after the commencement date or last rent increase date will not prevent the Landlord applying an increase on any future Rent Due Date.

1.4.8.6 In clause 1.4.8.5 the rent will increase by the amount of the increase in the Index of Retail Prices (all items) from two months before the last increase to the month two months prior to the month of the increase.

1.4.8.7 The reviewed rent in clauses 1.4.8.2, 1.4.8.3 or 1.4.8.5 will not be reduced below the figure payable immediately before that review.

1.4.8.8 The rent will not be reduced below the figure in 1.4.1 at any time.

## **1.5 Deposit**

1.5.1 The Deposit of £..... will be paid by the Tenant.

1.5.2 The Deposit will be paid to the Landlord.

1.5.3 The Landlord will not pay interest on the Deposit.

1.5.4 The Deposit will be received by the Landlord and forwarded and registered with 'The Tenancy Deposit Scheme' who will retain the deposit for the term of the Tenancy. The will write to you upon receipt of your deposit to confirm receipt.

1.5.5 Interest earned on the Deposit will be paid via the Tenancy Deposit Scheme

1.5.6 The Deposit is held as security for the performance of the Tenancy's obligations under this agreement and to compensate the Landlord for any breach of those obligations.

1.5.7 Subject to the Tenancy Deposit Protection scheme rules, the Deposit will be refunded to the Tenant, less any deductions, within 14 days once the following have been completed:

1.5.7.1 The Tenancy has ended and possession of the property has been returned to the Landlord and

1.5.7.2 All keys have been returned to the Landlord and

1.5.7.3 The property has been cleaned to that of a 'professional standard' (meaning surfaces should be free from dust and debris, kitchen items should be clean, sanitary ware should be polished and free from splash marks,

carpets and linen should be clean and bed linen pressed and the property should be free from cooking or other strong smells) so that the premises are ready for immediate re-occupation. In the event that the linen has to be laundered after the check-out, an additional fee of £..... (minimum charge) for collecting and returning the linen will be applicable in addition to any laundrette costs incurred. Any property deemed unclean will be subject to a cleaning charge.

1.5.7.4 Any deductions have been agreed between the Tenant and the Landlord and confirmation of deductions have been forwarded to the Tenancy Deposit Scheme.

1.5.7.5 Confirmation has been received from the Local Authority that no claw-back of Housing Benefits is due.

1.5.8 The Deposit is not transferrable by the Tenant in any way.

1.5.9 In the event that the total amount lawfully due at the end of the tenancy exceeds the amount of the Deposit, the Tenant shall reimburse the Landlord the further amount, within 14 days of the request being made.

1.5.10 The Deposit will be refunded to any one of the parties forming the Tenant and this will be considered a full refund. It will then be up to the parties forming the Tenant to decide how it will be divided amongst themselves.

## **2 Legal Notices**

### **2.1 Section 47**

Under Section 47 of the Landlord and Tenant Act 1987 (and any subsequent updates) the address of the Landlord is stated to be on the first page of this agreement. The address for services of notices is as in clause 2.2.

### **2.2 Section 48**

Until you are informed in writing to the contrary, Notice is given pursuant to Section 48 (1) of the Landlord and Tenant Act 1987 (and any subsequent updates) that your Landlord's address for service of Notices (including Notices in proceedings) is as shown on page one of this agreement. If the Tenant wishes to serve notice to end the tenancy, this is the address to which it must be sent.

### **2.3 Section 8**

A Section 8 Notice will be served by the Landlord if the Tenant falls into arrears of two months. The charge of the issuing of this Notice is payable by the Tenant and is charged at £.....

### **2.4 Notice service**

2.4.1 Any Notice given by or on behalf of the landlord or any other document to be served on the Tenant shall be deemed to have been served on the Tenant if it is:

2.4.1.1 Left at the property during the term or the last known address of the Tenant at any time or

2.4.1.2 Sent by ordinary post in a pre-paid letter, properly addressed to the Tenant by name at the property during the term or the last known address of the Tenant at any time or

2.4.1.3 Send by recorded delivery in a pre-paid letter, properly addressed to the Tenant by name at the property during the term or the last known address of the Tenant at any time.

2.4.2 Any Notice given by the Tenant or any other document served on the Landlord shall be deemed to have been served on the Landlord is it is:

2.4.2.1 Left at the office of the Landlord during the term only or the last known address of the Landlord at any time or

2.4.2.2 Sent by ordinary post in a pre-paid letter, properly addressed to the Landlord in clause 2.2 or

2.4.2.3 S Send by recorded delivery in a pre-paid letter, properly addressed to the Landlord at the address in clause 2.2.

2.4.3 If any Notice or other document is left at the property or Landlord's office, service shall be deemed to have been on the day it was left.

2.4.4 If any Notice or other document is sent by post it shall be deemed to have been served 48 hours after it was posted.

## **2.5 Notices received**

If a relevant Local Authority gives Notice on makes an order in respect of the property which the Tenant receives at the property, the Tenant shall provide full particulars to the Landlord promptly and as soon as reasonably practical. Where appropriate, the tenant should take all reasonable steps to comply with it, having first consulted with the Landlord.

## **2.6 Ending the tenancy**

2.6.1 If the Tenant intends to vacate at the end of the fixed term, or at any later date, s/ he agrees to give the Landlord at least one month prior notice in writing. This notice must be in line with the Rent Due Date.

2.6.2 While the tenancy is periodic, the one month written notice must expire the day before a Rent Due Date.

## **2.7 Distance selling regulations**

If this contact is a “distance contract” as defined in the Consumer Protection (Distance Selling) Regulations 2000, then, subject to the required information having been provided to the Tenant, the seven-day “cooling off” period will cease immediately when the provision of the service commences, in accordance with regulation 8(3) of the above regulations. This means that you will be committed to this tenancy once you take on the property.

### 3 Possession

Without prejudice to the other rights and remedies of the Landlord, the Landlord may seek to lawfully terminate the tenancy by obtaining a court order if:

- 3.1 The rent or any part of it is in arrears whether formally demanded or not,
- 3.2 The Tenant is in breach of any of the obligations under this agreement,
- 3.3 Any of the Grounds of Schedule 2 of the Housing Act 1988 apply (these grounds allow the Landlord to seek possession of the property in specified circumstances, including rent arrears, damage to the property, nuisance and breach of a condition of the tenancy agreement)
- 3.4 A Notice is served under section 21 of the Housing Act 1988 (section 21 gives the Landlord a right to end an Assured Shorthold Tenancy without any specific reason, though only after any fixed term has ended or in operation of a break clause)

Tenants who are unsure of their rights should seek advice.

### 4 Tenant’s obligations

The Tenant agrees to:

#### 4.1 Payments

- 4.1.1 Pay the Rent on the day and in the manner specified
- 4.1.2 Pay all charge, including water and sewerage charges, rates and assessments (but of an annual or recurring nature only) and for all gas, electricity, oil or solid fuel consumed on the property (including all fixed and standing charges) and all charges for the telephone during the Term of this agreement. If the Landlord is held responsible by law for the payment of any of these bills, the Tenant agrees to refund the Landlord the amount covering the Term of this tenancy.
- 4.1.3 Pay for the reconnection of water, gas, electricity or telephone if the disconnection results from any act or omission of the Tenant or the Tenant’s agents.
- 4.1.4 Pay the council tax, or any replacement taxation (even of a novel nature), in respect of the property for the Term of this agreement, unless the tenancy is formally terminated. This includes refunding the Landlord any charge levied against the Landlord in respect of the property.

4.1.5 Pay the charge of £.....to the Landlord for each letter the Landlord, acting reasonably, has to send the Tenant concerning breaches of the tenancy agreement.

4.1.6 Pay a charge of £.....to the Landlord for any payment presented to the Landlord's bank but returned or received due to non-cancellation of the standing order once the tenancy has expired, refused or re-presented by the bank for any reason. This fee will be payable for each presentation which fails or which receives in error.

4.1.7 Notify the relevant authorities and arrange and pay final accounts at the end of the tenancy.

4.1.8 Pay for the entire invoices and costs of any contractors that the tenant arranges without having previously arranged the Landlord's authority, unless acting reasonably to effect emergency repairs for which the Landlord is reliable.

4.1.9 Pay the Landlord for the costs of replacing the locks/fobs/passes and cutting new keys if any keys are not returned to the Landlord when the Tenant moves out.

4.1.10 Pay any excess on the Landlord's insurance if the claim results from negligence, misuse or failure to act reasonably by the Tenant or any of his/her visitors or friends.

4.1.11 Pay and arrange for the removal of all vermin, pests and insects, if infestation begins during the term. Woodworm and wood-boring insects are excepted, unless such infestations occur as a failure of the Landlord to fulfil his obligations.

4.1.12 The Tenant is not under any circumstances allowed to smoke, or let others smoke in the property. Should evidence of smoking be found either during or immediately after the tenancy, the Tenant is fully liable for all costs associated with cleaning, decoration, and replacement of any items to return the apartment to its original state and the complete removal of all smoking stains, smells and other side-effects.

4.1.13 The Tenant agrees to maintain any electric door/car park entry fobs, and where necessary, replace.

4.1.14 The Tenant agrees to pay the set call-out charges to the Landlord in the event that keys are lost. The Landlord will attend Tenants locked out of the property at their discretion and for a charge. Charges are levied at the discretion of the Landlord and the Landlord retains the right to restrict the attendances to within office hours.

4.1.15 Pay the costs of any court action taken for possession of the property or breach of tenancy, as provided for in the court's judgement.

4.1.16 Where the Tenant requests a repair and on inspection the problem has been caused by a failure on part of the Tenant (for example, drains blocked by the Tenant's waste), the Tenant agrees to be responsible for the reasonable costs of the

contractor's visit. The Tenant also agrees to be responsible for any costs incurred from abortive contractor visits (ie: electricity being off as a result of a tripped switch).

4.1.17 The Tenant agrees to pay the Landlord for additional property visits at the request of the Tenant for items not relating to the tenancy agreement (eg: attendance for the installation of digital services such as a telephone line or broadband).

## **4.2 Repairs**

4.2.1 Keep the property including any of the Landlord's machinery and equipment clean and tidy and in good working order, repair and decorative order - reasonable wear and tear, items which the Landlord is responsible for the maintenance of, and damage for which the Landlord has agreed to insure, excepted.

4.2.2 Not permit any waste, injury or damage to the property, or make any alteration or addition to the property or the style or colour of the decorations.

4.2.3 Notify the Landlord promptly of any wet rot, dry rot, or infestation by wood-boring insects.

4.2.4 Promptly replace any broken glass where the Tenant, his/her friends or visitors are responsible for the damage.

4.2.5 Undertake promptly any repairs for which the Tenant is liable following any notice being served by the Landlord and if the Tenant does not carry out the repairs the Landlord may, after correct written notice, enter the property, with or without others, to effect those repairs and the Tenant will pay on demand the reasonable costs involved.

## **4.3 The Property**

4.3.1 Promptly notify the Landlord in writing when the Tenant becomes aware of:

4.3.1.1 Any defect, damage or want of repair in the property, other than such as the Tenant is liable to repair in 4.2.1 above.

4.3.1.2 Any notices, proceedings, or letters relating to the Landlord, the property or the use of the property, and forward copies of them without unreasonable delay.

4.3.1.3 Any loss, damage or occurrence which may give rise to a claim under the Landlord's insurance.

4.3.2 Where reasonable to do so, cooperate in the making of any claim under the Landlord's insurance.

4.3.3 Use the property in a tenant-like manner.



4.3.4 Clean the windows of the property as often as necessary and in the last two weeks of the tenancy

4.3.5 Not remove any of the Landlord's possessions from the property.

4.3.6 Not exhibit any promotional poster or notice so as to be visible from outside the property.

4.3.7 Not cause or unreasonably permit any blockage to the drains or pipes, gutters, or channels in or around the property. Common causes of blockages for which the Tenant would be responsible would include putting fat down the sink, failure to remove hair from plug holes, and flushing inappropriate items (such as nappies) down the toilet.

4.3.8 Not assign, underlet or part with or share possession of the whole or any part of the property without the permission of the Landlord, such permissions not to be unreasonably withheld.

4.3.9 Not permit any visitor to stay for a period of more than three weeks within any three month period.

4.3.10 Permit the Landlord or their contractors, after giving 24 hours written notice, and at reasonable hours of the day to enter the property:

4.3.10.1 To view the state and condition and to execute repairs and other works upon the property or other properties.

4.3.10.2 To show prospective purchasers the property and to erect a board to indicate the property is for sale

4.3.10.3 To show prospective tenants to the property, during the last month of the term and to erect a board to indicate the property is available to let.

4.3.11 Where the landlord has served a valid written notice of the need to enter to view the state and condition or to effect repairs, the Tenant agrees to them using their keys to gain access within three days of such a request being made (except in cases of an emergency when access shall be immediate), if the Tenant is unable to grant access to the Landlord or the Landlord's contractors.

4.3.12 Not add any aerial, antennae or satellite dish to the building without the Landlord's consent, which will not be unreasonably denied.

4.3.13 Not change the locks (or install additional locks) to any doors in the dwelling house, nor make any additional keys for the locks without the Landlord's consent, which will not be unreasonably withheld. All keys are to be returned to the Landlord at the end of the tenancy.

4.3.14 Ensure the property is kept secure at all times, locking the doors and windows and activating burglar alarms as appropriate.

- 4.3.15 Keep the property at all times sufficiently well-aired and warmed to avoid the build up of condensation and prevent mildew growth and to protect it from frost.
- 4.3.16 Make use of and not block ventilators provided in the property and report any appearance of damp or mould to the Landlord.
- 4.3.17 Report to the Landlord any brown or sooty build up around gas appliances or any suspected fault with the appliances.
- 4.3.18 Not use any gas appliance which has been declared unsafe by a CORGI engineer, or disconnected from the supply.
- 4.3.19 Not keep, use or permit to be used any oil stove, paraffin heater, or other portable fuel-burning appliance or other appliance against the terms of the insurance of the property except as provided by the Landlord.
- 4.3.20 Be responsible for ensuring that any television used is correctly and continually licensed.
- 4.3.21 Not keep motorcycles, cycles or other similar machinery inside the property except in any defined outside area of garage.
- 4.3.22 Pay for any sterilisation and cleaning of the property made necessary under the Public Health (Control of Diseases) Act 1984 or subsequent amendments as a result of a person with a notifiable disease being in the property during the term.
- 4.3.23 Pay for any reasonable costs, fair wear and tear excepted, or redecoration or replacement required as a result of work carried out under clause 4.3.22
- 4.3.24 Perform and observe all valid obligations, a copy of which has been provided to the Tenant or any headlease or covenant on the property, save for those relating to the payment of rent or service charges and to refund the landlord all reasonable costs resulting from all claims, damages, costs, changes in expenses whatsoever in relation any breaches of this obligation.
- 4.3.25 Not keep any vehicle without a valid road fund license, commercial vehicle, boat, caravan, trailer, hut or shed on the property.
- 4.3.26 Not affix any notice, sign, poster or other item to the internal or external surfaces of the property in such a way to cause any damage.
- 4.3.27 Not prop open any fire doors in the property except by any built-in system which closes them in the event of a fire and not disable or interfere with any self-closing mechanism.
- 4.3.28 Not keep any pet, animal, bird, reptile, fish, insects or the like on the property without the Landlord's consent, which will not be unreasonably withheld.
- 4.3.29 Not allow any children to live in the property without the Landlord's consent, which will not be unreasonably withheld.

4.3.30 Keep the garden and grounds property cultivated according to the season and free from weeds, in a neat and tidy condition with the lawns regularly mown and edged, the shrubs and trees pruned but not alter the character or layout of the garden or grounds.

4.3.31 Not cause obstruction in any common areas of any building of which the property forms a part. The Landlord reserves the right to remove or have removed any such obstructions and at his/her discretion to charge reasonable costs, payable on demand, from the Tenant for doing so.

#### **4.4 General**

4.4.1 Not permit or suffer to be done to the property anything which may be, or may be likely to cause, a nuisance or any annoyance to a person residing, visiting or otherwise engaged in a lawful activity in the locality. This responsibility includes the actions and behaviours of visitors and friends of the Tenant.

4.4.2 Not make or permit any noise or play any radio, television or any other equipment in or about the property between the hours of 10pm and 7am so as to be an audible nuisance outside the property.

4.4.3 Not carry on any trade or profession upon the property nor receive paying guests but use the property as a private residence for the occupancy of the tenants named in this contract.

4.4.4 Not permit or suffer to be done on the property anything which may render the Landlord's insurance of the property void or voidable (ie: no longer providing cover) or increase the rate of premium for such insurance.

4.4.5 Not use or suffer the property to be used for any illegal or immoral purpose (note, unauthorised taking or possession of controlled drugs is considered to be illegal for the purpose of this clause).

4.4.6 Promptly notify the Landlord if the property becomes the subject of proceedings under the Matrimonial Causes Act 1973 or the Family Law Act 1996 and supply particulars or such proceedings to the Landlord on demand.

4.4.7 Have the use of all appliances provided in the property, as laid out in the inventory save those which are noted as not working. However, should any items require repair, or be beyond repair, the Landlord does not undertake to pay for any costs to repair or to replace the appliance, except those which the Landlord is required by law to maintain.

4.4.8 Forward any correspondence addressed to the Landlord and other Notices, orders and directions affecting the Landlord, directly to the Landlord in a prompt manner.

4.4.9 Reside in the property as his/her only or principal residence. Any change in residence status must be notified to the Landlord and a new tenancy agreement drawn up if necessary.

4.4.10 Not to leave the property vacant for more than 28 days without providing the Landlord with reasonable notice.

4.4.11 Check the inventory and report any errors/deficiencies to the Landlord within 7 days. If no amendments are reported in writing within the stated 7 days to the Landlord, the original signed copy will be taken to be a true reflection of the condition of the property at the commencement of the tenancy.

4.4.12 Not change the supplier of utility services without approval from the Landlord. The Landlord will not unreasonably withhold giving approval. If approval is given, the Tenant will provide the Landlord with the new supplier's details including the property reference number.

4.4.13 Not change the telephone number of the property without the written permission of the Landlord. The Landlord will not unreasonably withhold permission.

4.4.14 Not alter the operation of, or disable, the smoke alarms.

4.4.15 Not disable or alter the operation or code of the burglar alarm (where applicable)

4.4.16 Be responsible for the maintenance of the burglar alarm and smoke alarms, including checking the smoke alarms every week and replacing non-rechargeable batteries every year.

#### **4.5 Insurance**

4.5.1 Be responsible for effecting an adequate insurance policy to cover the duration of the tenancy.

4.5.2 The Landlord is not providing any insurance cover for the Tenant's possessions.

4.5.3 Be responsible for effecting any insurance the Tenant requires for accidental damage to the Landlord's possessions.

4.5.4 Be responsible for effecting any insurance the Tenant requires for being re-housed if the property becomes uninhabitable due to flood/fire/any other accident occurring in the tenancy.

#### **4.6 End of tenancy**

4.6.1 Return the property at the end of the tenancy in the same good clean state and condition as it was at the beginning of the tenancy and make good, pay for the repair of, or replace all such items of the fixtures, fittings, furniture and effects as shall be broken, lost, damaged or destroyed during the tenancy (reasonable wear

and tear and damage for the which the Landlord has agreed to insure excepted) or to compensate the Landlord for this damage at their discretion. In the event missing/broken item(s) have to be replaced by the Landlord after the end of the tenancy, a collection fee of £.....plus the cost of the item(s) purchased will be levied.

4.6.2 Return of all keys to the property to the Landlord by twelve noon on the last day of the tenancy (or sooner by mutual arrangement). Tenants who do not return the keys by the agreed time and date will be subject to a charge for the full replacement of all keys/passes/fobs and an administration charge of £.....

4.6.3 Pay for the washing (including ironing and pressing) or all linen and cleaning (including ironing and pressing where appropriate) of all blankets, bedding, carpets and curtains which shall be shown by reference to the inventory to have been soiled during the tenancy or for the Tenant to arrange the washing and cleaning themselves at their own expense.

4.6.4 Leave the oven in the same state of cleanliness as is listed in the inventory.

4.6.5 Leave the fixtures, fittings, furniture and effects at the end of the tenancy in the rooms and places in which they were are the beginning of the tenancy.

4.6.6 Remove all rubbish from the property, before returning the property to the Landlord.

4.6.7 Pay the reasonable costs, reasonably incurred and which cannot be mitigated, if the Tenant fails to keep the appointment to check the inventory at the end of the tenancy and another has to be scheduled.

4.6.8 Cancel the standing order which pays the monthly rent for the property. If the rent enters the Landlord's account more than once after the end of the tenancy then a fee of £..... is applicable and will be deducted from each returned over-payment before the refund is auctioned.

## **5 Landlord's obligations**

The Landlord agrees with the Tenant as follows:

5.1 To pay all assessments and outgoings in respect of the property (except those for which responsibility is assumed by the Tenant under this agreement).

5.2 To allow the Tenant quiet enjoyment of the property during the tenancy without any unlawful interruption from the Landlord or any person claiming under or in trust for the Landlord.

5.3 To return to the Tenant any rent paid for any period while the property is rendered uninhabitable by fire or other risk for which the Landlord has agreed to insure.

5.4 That he is the sole owner of the leasehold or freehold interest in the property and that all necessary consents to allow him to enter into this agreement (superior lessors, mortgage lenders or others) have been obtained in writing.

5.5 To maintain a comprehensive insurance policy with a reputable company to cover the property, and the Landlord's fixtures, fittings, furniture and effects (including carpets and curtains) but not including the Tenant's belongings or liabilities for damage. This obligation will not override the responsibility of the Tenant to pay for damage they cause to the property, as claiming on the insurance will increase the Landlord's premiums.

5.6 The Landlord will not be responsible for any loss or inconvenience suffered as a result of the failure of supply or service to the property, supplied by a third party, where such failure is not caused by an act or omission on the part of the Landlord.

5.7 The Landlord agrees to provide a copy of the insurance and any freehold or leasehold conditions effecting the behaviour of the Tenant.

5.8 The Landlord agrees to fulfil his repairing obligations contained within Section 11 of the Landlord and Tenant Act 1985 (and subsequent amendments). The current obligations are quoted below:

11 (a) to keep in repair the structure and the exterior of the dwelling-house (including drains, gutters and external pipes);

(b) to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity, and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity);

(c) to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.

## 6 Tenancy deposit protection prescribed information

6.1 The contact details for the scheme are as follows:

Name: .....

Address: .....

.....

.....

.....

Telephone number: .....

Email address: .....

Fax number: .....

Signature.....

6.2 Please see [www.....](#) for information provided by the scheme

6.3 The deposit will only be repaid at the end of the tenancy when the conditions in clause 1.5.5 have been completed and the Landlord and Tenant have agreed, or a dispute has been adjudicated by the ADR service, or on the order of a court.

6.4 If either party is not contactable at the end of the tenancy then the other may use the "Statutory Declaration" procedure listed for single claims (ie: claims by only one party) in Schedule 10 of the Housing Act 2004 as amended.

6.5 If the Landlord and Tenant do not agree with each other about the amount of the deposit refund at the end of the tenancy they may either apply directly to The Deposit Protection Service for the alternative dispute resolution service or seek a county court order for a judgement on their claim.

6.6 The Deposit Protection Service offer dispute resolution for deposits held by them. This service is provided by the Chartered Institute of Arbitrators (though applications should be made to The Deposit Protection Service).

6.7 The deposit value is as per clause 1.5.1.

6.8 The address of the property is as per clause 1.2

6.9 The contact details of the Landlord are as per clause 1.1.1

6.10 The contact details of the Tenant are as per clause 1.1.2

6.11 Information about any Relevant Person is in clause 1.1.3

6.12 The Lead Tenant for this tenancy will be ..... The parties forming the Tenant, declare that the Lead Tenant should represent all of them in any decisions regarding the deposit and that the decision of the Lead Tenant will be binding on all parties forming the Tenant in this tenancy agreement, subject to the terms of the appropriate tenancy deposit scheme.

SIGNATURE(S) OF LANDLORD(S).....

DATE:

PRINT NAME(S).....

SIGNATURE(S) OF TENANT.....

DATE:

PRINT NAME.....

SIGNATURE(S) OF TENANT.....

DATE:

PRINT NAME.....

Signature.....

**Notes:**

- Check and replace where necessary all highlighted sections.
- Check all current stated charges and replace as necessary.
- Carefully read the agreement and make sure you agree with all clauses.
- Before using the tenancy agreement, we recommend you have a solicitor approve with or without amendments.
- This document is for use in England and Wales.

You agree that Hubbaguru Ltd T/A LettingExpert.com will not be liable to you or any third party for any consequential or incidental loss or damage (including but not limited to loss of revenue, loss of profits, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other direct, indirect, special or punitive damages whatsoever that arise out of or are related to the use of the LettingExpert website or documents.

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