

Assured Shorthold Tenancy Agreement

For letting a residential dwelling

Notes for Landlords and Tenants

- This Tenancy Agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1986 as amended by part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
- This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
- A Notice of assured shorthold tenancy need no longer be served on the Tenant for new tenancies created on or after February 28, 1997.
- This agreement is produced with due consideration for the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements.

Notes for Tenants

- This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.
- Where there are more than one Tenant, all legal obligations for rent and repair costs can be enforced against all tenants jointly and against each individually.
- If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.
- Tenants must always be given the opportunity to thoroughly read and understand this Agreement before completing and signing it.

THIS **AGREEMENT** is made on the date specified below **BETWEEN** the Landlord and Tenant. It is intended that the tenancy created by this Agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Act 1988 as amended by the Housing Act 1996.

Date _____/_____/_____

Landlord(s) _____

Landlord Address _____

Note: Any notice under Landlord and Tenant Act 1987 s48 can be served on the Landlord at the above address.

Tenant(s) _____

Property The dwelling known as:-

Contents The fixtures and fittings at the Property, together with any furniture, carpets, curtains and other effects listed in the Inventory (where applicable)

Term For the term of:- _____

Commencing on:- _____/_____/_____

Rent £_____ per calendar month/week

Payment The tenant is responsible for the rent. Rental payments are due in arrears.

Deposit A deposit of £_____ is held by Southwark.

Incentive A non-refundable Incentive payment of £_____ is paid to the Landlord to set up the tenancy.

Premises are Furnished / Unfurnished / Partly (*delete as appropriate*)

1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the rent payable as above.

2. Southwark Council pays the Incentive payment as security for their performance of the Tenant's obligations and to pay and compensate the Landlord for any breach of those obligations. It is agreed that this sum shall not be transferable by the Tenant in any way, and at any time against the payment of the Rent and that no interest shall be payable on this Deposit. This amount is non-refundable.

3. (Tenants Obligations) The Tenant agrees with the Landlord:-

Rents and Charges

- To have Southwark Council pay the **deposit** (incentive payment) as requested for security for any loss or damage to the premises or contents. The Deposit will be held by the Landlord and will not be refunded to the Tenant at the end of the Term (however it ends).
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- To pay the **Rent** on the days and in the manner specified to the Landlord.
- Not to do or permit anything to be done which might make void or voidable the insurance of the landlord, or occasion an increase in the premium. Any increase in the premium due to the Tenant(s) actions may be charged directly against them.
- To pay promptly to the authorities to whom they are due, **council tax and outgoings** (including water and sewerage charges, gas, electric, telephone, light etc relating to the Property), including any which are imposed after the date of this Agreement and to pay the total cost of any reconnection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected.

Use of the Property

- **Not to assign, or sublet**, part with possession of the Property, or to let any other person live at the Property.
- To use the Property as a **single private dwelling** and not to use it or any part of it for any other purpose nor to allow anyone else to do so.
- **Not to receive paying guests** or carry on or permit to be carried on any business, trade or profession on or from the Property.
- Not to do or permit or suffer to be done in or on the Property any act or thing which may be a **nuisance damage** or annoyance to the Landlord or to the occupiers of the neighbouring premises, or which may void any insurance of the Property or cause the premiums to increase.
- Not to keep any **animals or birds** or other living creature on the Property without the Landlord's written consent such consent if granted to be revocable at will by the Landlord.
- Not to use the Property for any **illegal or immoral purpose**.
- Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will **observe the restrictions** in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached
- That all **rubbish is stored** in appropriate rubbish bins in a suitable place and made available for collection
- That **no dangerous items**, including explosive or flammable materials be left lying around the immediate neighbourhood by you and/or any member of your household.
- To **park cars** in the pre-designated parking spaces (where appropriate)
- **Not to possess drugs**, or other illegal items on the premises other than over the counter drugs and drugs prescribed by a qualified medical practitioner.

Repairs

- **Not to damage or injure** the Property and Contents or make any alteration or addition to it. Any redecoration is to be made only with the prior written consent of the Landlord or his Agent.
- To keep the interior of the Property and Contents in **good clean condition** and complete repair (damage by accidental fire and reasonable wear and tear excepted) and to keep the Property at all times well and sufficiently aired and warmed during the tenancy. This clause does not oblige the Tenant to put the Property into better repair than it was in the beginning of the tenancy.
- To immediately pay the Landlord or his Agent the value of **replacement of any furniture or effects lost or damaged** or destroyed or at the option of the Landlord, replace immediately any furniture or effects lost, damaged or destroyed, and not to remove or permit to be removed any furniture or effects from the Property.
- That the Landlord or any person authorised by the Landlord or his Agent may at reasonable times on giving 24 hours' notice (unless in the case of an emergency) **enter the property** for the purpose of viewing, inspecting its condition and state of repair or for the purpose of repair, maintenance or repainting.
- Should the Tenant(s) **fail to acknowledge** a Landlord notice (requesting to carry out repairs), the Landlord may return after a period of 10 days, and carry out the repairs himself, with the Tenant being liable for any costs.
- To keep the gardens (if any) including all driveways, pathways, lawns, hedges and rockeries, **neat tidy and properly tended** at all times and not remove any trees or plants and to keep any garage in good order.
- To **replace all broken glass** in doors and windows damaged during the tenancy.
- 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 **notify the Landlord**, or the Landlord's Agent, promptly in writing of any disrepair, damage or defect in the Property or of any event which causes damage to the Property or which may give rise to a claim under the insurance of the Property.
- Not to **glue stick or otherwise fix** anything whatsoever to the exterior or interior of the Property without the Landlord's written consent.
- To take all reasonable precautions to **prevent damage by frost**.
- In order to comply with the **Gas and Safety Regulations**, it is necessary
 - that the ventilation provided for this purpose in the Property should not be blocked
 - that brown or sooty build up on any gas appliance should be reported immediately to the Landlord or the Landlord's agent
- To keep the **drains, waste pipes and gutters** free from obstruction and to keep the chimney (if appropriate) swept as often as necessary.

Other Tenant Responsibilities

- Not to leave the Property **vacant** for more than 30 consecutive days and to properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended.
- To **inform the Landlord** in writing of any periods over days, when the premises will be left empty. In winter, the Tenant is responsible for turning off the main water and draining the heating and water storage.
- To fully pay and **compensate** the Landlord for any costs expense loss or damage incurred or suffered by the Landlord as a consequence of any breach of the Agreement on the part of the Tenant in this Agreement.
- Within the last two months of the tenancy to permit the Landlord or any person authorised by the Landlord or the Landlord's agent at reasonable hours in daytime to enter and **view the Property** with prospective Tenants or purchasers.

- Not to introduce into the Property any **portable heaters** fired by liquid or bottled gas fuels without the Landlord's prior written consent.
- That the Tenant shall be responsible for testing all **smoke detectors** (if any) fitted in the Property on a regular basis and replace the batteries as necessary.
- To **clean the windows** inside and out at least once every two months.
- To give the Landlord a copy of any **relevant postal notices** or documents received concerning the premises within 7 days of receiving them - In particular, any notice received under the Party Wall Act 1996. The Tenant agrees not to do anything as a result of the notice unless required to do so by the Landlord.

End of Tenancy

- To allow the Landlord to **affix a re-letting sign** to the premises, eight weeks prior to the termination of the tenancy, and allow the Landlord or other persons with the landlords permission to view the premises at reasonable hours.
- To leave the Property and the Contents at the end of the tenancy in the **same places** in which they were originally positioned at the commencement of the tenancy.
- To arrange for the Property to be **professionally cleaned** on the termination on the Tenancy. To pay for any cleaning services that may be requires to reinstate the Property to the same order that it was provided at the commencement of the tenancy including the washing and ironing or cleaning of all linen, carpets and curtains which shall have been soiled during the tenancy.
- To provide the Landlord with a **forwarding address** when the tenancy comes to an end
- If the Tenant(s) **abandon the property** without telling the landlord, the landlord will enter the property, repair and clean if necessary and charge the Tenant accordingly. The tenant agrees to pay all costs connected with the Landlord(s) attempt to find their geographical whereabouts, including any court fees.
- To **leave the property** at the end of the tenancy in good repair and condition, upon the date so appointed and hand back all keys to doors, windows and any other items, for which the Landlord will provide the Tenant with a receipt.
- **Notice**, the Tenant(s) must give at least one months notice to the landlord, (after any fixed term of the tenancy agreement has ended), either by recorded post to the Landlords address, or in person.
- If at any time:-
 - there is any breach, **non-observance or non-performance** by the Tenant of any covenant or other term of this Agreement which has been notified in writing to the Tenant and the Tenant has failed within a reasonable period of time to remedy the breach and/or pay reasonable compensation to the Landlord for the breach and/or
 - **any of the grounds** set out as Grounds 2, 8 or Grounds 10-15 (inclusive) (which relate to breach of any obligation by a Tenant) contained in the Housing Act 1988 Schedule 2 apply, the Landlord may recover possession of the Property and this Agreement shall come to an end. The Landlord retains all his other rights in respect of the Tenant's obligations under this Agreement. Note that if anyone is living at the Property or if the tenancy is an assured or assured shorthold tenancy then the Landlord must obtain a court order for possession before re-entering the Property under the Housing Act 1988. This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.

4. (Landlord Obligations) The Landlord agrees with the Tenant that:-

- Provided the Tenant shall pay the Rent and perform the agreements on his part already referred to, the Landlord shall permit the Tenant to have **quiet enjoyment** of the Property without unreasonable interruption by the Landlord or his Agent.
- The Landlord will **keep in repair**:-
 - the structure and exterior of the Property (including drains, gutters and external pipes);

- the installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences);
- the installation at the Property for space heating and heating water
- But 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;
 - reinstate the Property in the case of damage or destruction if the insurers refuse to pay out the insurance money due to anything the Tenant has done or failed to do;
 - 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.
- All necessary **consents** have been obtained to let the Property.
- To **insure the Property** (building) and arrange for any damage caused by an insured risk to be remedied and to provide a copy of the insurance policy to the Tenant.
- The Landlord will **return to the Tenant** any rent payable for any period during which the Property may have been rendered uninhabitable by fire or any other risk which the Landlord has insured.

5. Upon successful granting of a Court Order, the Landlord may **re-enter** the Property and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord, if the Tenant has not complied with any obligation in this Agreement or should the Rent be in arrears by more than fourteen days whether formally demanded or not.

6. The Landlord agrees to carry out any **repairing obligations** as required by section 11 of the Landlord and Tenant Act 1985.

7. In this Agreement, unless the context otherwise requires, the following **expressions** shall have the following meanings:

"The Landlord" includes the persons for the time being entitled to the reversion expectant on determination of the tenancy

"The Tenant" includes the successors in title. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants and against each individually.

8. The parties agree:-

- The tenancy may be brought to an end if the **mortgagee** requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988.
- Notice is hereby given that **possession** might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home, or intends to occupy the Property as his or her only or main home.
- Before the Landlord can end this tenancy, he shall **serve any notice(s)** on the Tenant in accordance with the provisions of the Housing Acts.
- Any notice served by the Landlord on the Tenant shall be sufficiently served if sent by registered or **recorded delivery post** to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
- 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 (shown in the Contacts section of this Agreement – the address must be in England or Wales).

- For stamp duty purposes, the Landlord and the Tenant confirm that there is **no previous agreement** to which this Agreement gives effect
- 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)
- Any notices or other documents shall be deemed served on the Tenant by either being left at the Premises or by being sent to the Tenant at the Premises by first-class post. If notices or other documents are served on the Tenant by post they shall be deemed **served on the day** after posting

9. The Property is let together with the **special conditions** listed below and the **First Schedule** attached hereto

Special Conditions:

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| <p>SIGNED BY THE LANDLORD(S)</p> <p>(or the Landlord's Agent)</p> <p>_____</p> <p>_____</p> | <p style="text-align: right;">In the presence of:-</p> <p>Name</p> <p>Address:</p> <p>Occupation:</p> <p>Witness signature _____</p> |
| <p>SIGNED BY THE TENANT(S)</p> <p>_____</p> <p>_____</p> <p>_____</p> | <p style="text-align: right;">In the presence of:-</p> <p>Name</p> <p>Address:</p> <p>Occupation:</p> <p>Witness signature _____</p> |

Date: _____

Contact Details

Landlord

Full Name:

Address:

Postcode:

Telephone:

Email:

First Tenant

Full Name:

Address:

Postcode:

Telephone:

Email:

First Tenant's Guarantor

Full Name:

Address:

Postcode:

Telephone:

Email:

Second Tenant

Full Name:

Address:

Postcode:

Telephone:

Email:

Second Tenant's Guarantor

Full Name:

Address:

Postcode:

Telephone:

Email: