

# Assured Shorthold Tenancy Agreement

For letting residential dwelling house

at: **Address of property**

Tenancy Reference:

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

**Date**                    \_\_\_ / \_\_\_ / \_\_\_\_ ( Date of Signing )

**Landlord(s)**

Note: Any notice under Section 48 of the Landlord and Tenant Act 1987 can be served on the Landlord at the address above

**Tenant**

Note: If two or more persons are named above then their obligations to the Landlord shall be joint and several

**Property**

**Contents**

The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory.

**Term**

For the term of

**Rent and Payment**

From

To

Total Rent

**Deposit**

A deposit of £ to be collected by the Agent

Note: if you, the tenant(s), decide to pull out of the tenancy agreement before the commencement date of the tenancy, then a charge equal to the value of the deposit will be charged to the tenant(s) to cover lost time, lost marketing costs and any loss of rent. By signing this agreement, you authorise this charge to be deducted from the deposit funds held on account or to be released from the DPS to landlord. You will also be liable for the rent of the property in full at the commencement of the tenancy unless a suitable replacement tenant is in place.

1. The Landlord agrees to let, and the Tenant agrees to take the Property and Contents for the Term at the Rent payable above.
2. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to 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 payment of the Rent and that no interest shall be payable on this Deposit.
3. The landlord lets the Room within the building to the Tenant for the Residential period and gives the Tenant the right to use in common with all other persons authorised by the Landlord the Shared Items, Shared Areas and other communal facilities within the Property for the Residential Period.
4. Upon moving into the Property, the Tenant(s) must check that the supplied Inventory is accurate and must sign and return the Inventory checklist to the Landlord/GreenPad within 7 days of moving into the Property. If the inventory checklist is not signed and returned, then the tenant(s) accept that it is correct as supplied.
5. **An amendment fee of £50 including VAT will be charged if a tenant(s) requests any amendments or to terminate their contract once their tenancy agreement has been drawn up.**
6. **The Tenant agrees with the Landlord:**
  - 6.1 To pay the rent by date due on your payment schedule by bank transfer or standing order.
  - 6.2 To pay interest on rent paid late calculated daily from when the Rent became due until the date of payment (calculated at 3% above The Bank of England base rate).
  - 6.3 To pay the cost of any legal charges incurred by the landlord or agent in recouping any rent arrears.
  - 6.4 To pay for the following services consumed on or supplied to the Property during the Term outside of any inclusive rate which can include: -

Television License, Council Tax / Rates, Telephone, Water, Gas & Electricity and not to do anything that may cause the disconnection of these services, and to pay the cost of any reconnection fees in this event.
  - 6.5 Not to do damage or injure the Property or make any alteration in or addition to them including decorating or fixing items to walls without the prior written consent of the Landlord.
  - 6.6 To deliver up the Property at the end of the Term in the same good and clean state of repair and condition as it was at the beginning of the Term and make good or pay for the repairs and/or replace all such items of the Contents as shall be broken, lost, damaged or destroyed during the tenancy.
  - 6.7 To keep the Property in a clean and tidy condition and complete repair during the Term including communal areas, windows and outdoor space.
  - 6.8 To keep the Property heated adequately to avoid damage by freezing conditions (particularly in Christmas Holidays) and to keep the property sufficiently aired to avoid damage by condensation or similar especially in Winter.
  - 6.9 To leave the Contents at the end of the tenancy in the same places in which they were positioned at the commencement of the tenancy according to the Inventory.
  - 6.10 Not to assign sublet or otherwise part with possession of the whole or part of the Property.
  - 6.11 To use the Property as a single occupancy room unless agreed by the Landlord and not to use it or any part of it for any other purpose including any illegal or immoral purposes.
  - 6.12 Guests are permitted to stay overnight for a maximum of three consecutive nights within any 7-day period; and the landlords reserves the right to withdraw this privilege on 48 hours' notice if, in their reasonable opinion, it is necessary to do so for the safety and wellbeing of other occupants of the Property and/or to safeguard the property.
  - 6.13 Not to do or permit or suffer to be done in or on the Property anything which may be a nuisance or annoyance to the Landlord or the tenants or occupiers of any adjoining property or which may void any insurance of the Property or cause the premiums to increase.
  - 6.14 To permit the Landlord or the Landlord's agents upon reasonable notice, (minimum 24 hours) at reasonable hours (save in an emergency) to enter the Property to view the state and condition or carry out works of maintenance or repair or in an emergency.
  - 6.15 To permit the Landlord or the Landlord's agents upon reasonable notice (minimum 24 hours) at reasonable

hours to enter the Property with prospective tenants, purchases, surveyors or local authority officers or in an emergency.

- 6.16 Not to keep any animals or birds on the Property without the Landlord's written consent.
- 6.17 Not to alter or change or install any locks in or about the Property without the prior written consent of the Landlord and to inform the Landlord if any alteration is made to the code of any burglar or fire alarm if installed.
- 6.18 To fasten all locks to all doors and windows and activate any burglar alarm if applicable whenever the Property is left unattended.
- 6.19 To forward any mail or official notice addressed to the Landlord or his agent within 7 days.
- 6.20 To notify the Landlord if the Tenant intends to leave the Property vacant for a period more than 28 consecutive day.
- 6.21 To give the Landlord at least one month's notice in writing when the Tenant wishes to end the Tenancy at the expiration of the term certain.
- 6.22 To give the Landlord at least one month's notice in writing if the tenant wishes to continue with the Tenancy Should the tenant provide less than one month's notice the Landlord reserves the right to charge the full rent for the notice period.
- 6.23 To return all keys for the Property to the Landlord or his agent on the last day or before the end of the tenancy and to provide forwarding addresses for all vacating tenants.
- 6.24 To notify the landlord promptly 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 or the property.
- 6.25 That the tenant(s) shall be responsible for testing all smoke detectors (if any) fitted in the property on a regular basis and replace all batteries where applicable if the smoke alarms are not wired.
- 6.26 That the landlord may pass on personal details of the tenant(s) to the suppliers of utilities to the property
- 6.27 Upon moving into the property, the tenant must check that the supplied inventory is accurate and must sign and return the inventory to the landlord within 7 days of moving into the house. If the inventory is not returned within 7 days, then the tenant accepts that it is correct as supplied. The first person to move into the house must check the inventory for the whole house
- 6.28 Smoking (including the use of electronic cigarettes) is not permitted anywhere inside the property.
- 6.29 If you wish to continue the tenancy for the following year, a new tenancy agreement and guarantor form must be completed. The initial deposit will remain with the Deposit Protection Scheme until the property is vacated. If you continue your tenancy for another year your existing deposit will be carried over into the next academic year.

**7. The Landlord agrees with the Tenant as follows:**

- 7.1 To pay for all assessments and outgoings in respect of the Property (other than those mentioned in 3 & 4 above) and keep in repair the structure and exterior of the Property and to keep in good repair and proper working order the installations for the supply of water, gas and electricity and the installation in the Property for space heating or heating water as required by Section 11 of the Landlord and Tenant Act 1985.
- 7.2 That the Tenant paying the Rent and performing the agreements on the part of the Tenant may quietly possess and enjoy the Property during the Term without any unlawful interruption from the Landlord or his agent.
- 7.3 Where a tenancy is provided with bills included; To pay for the services consumed on or supplied to the Property during the Term (subject to any fair-usage clause). These can include: - Television License, Council Tax, Telephone, internet, cable tv, Water, Gas & Electricity as specified.

**8. The Landlord and the Tenant agree:**

- 8.1 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.
- 8.2 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.

- 8.3 Any notice served by the Landlord on the Tenant shall be sufficiently served if sent by standard first or second-class post to the Tenant at the Property or the last known address of the Tenant or left at the Property addressed to the Tenant.
- 8.4 If the Tenant has not complied with any obligations in this Agreement, or should the Rent be in arrears by more than fourteen days (whether legally demanded or not), the Landlord (or their agent) may then, subject to any statutory provisions, recover possession of the Property and bring the tenancy to an end without prejudice to the other rights and remedies of the Landlord.
9. Complaints should be made in writing to the Landlord/s (if your tenancy is a Let Only or Let Only with Rent Collection service type). If your service type is Fully Managed, complaints should be made in writing via GreenPad.
10. Tenant indemnity:
- If the Tenant ceases to be a full time/part time student but continues to live in the property, then the Tenant must within 7 days of written demand from the Landlord reimburse and indemnify the Landlord in respect of Council Tax due in respect of the Tenant's continued occupation of the property.
  - The Tenant must permit the Landlord and Management Company with any necessary contractors and workman to enter the property at all reasonable times upon 24 hours prior notice (or in the event of emergency at any time without notice) in order to:
    - a) Carry out the services required under this Agreement;
    - b) Show the accommodation to prospective new tenants;
    - c) Examine the state and condition of the property and the Shared Items and the Room Items;
    - d) Carry out any repairs to the property that are reasonably necessary pursuant to the Landlord's and Management Company's responsibilities under this Agreement or by statute and for any other reasonable purpose in connection with the management of the Development.
11. Proper conduct for communal living - the tenant will:
- Use the Room and the Shared Areas for their own private residential purposes only;
  - Not allow any other person to reside on any part of the property;
  - Not cause any noise which is audible outside of the room it is made in;
  - Not cause any disturbance distress annoyance or damage to any other occupiers of their property;
  - Not cause any disturbance, distress, annoyance or damage to any other occupiers of the development of their property;
  - In co-operation with the other occupiers of the Building, keep clean and tidy and clear of rubbish the parts of the Building which the Tenant is entitled to use solely or in common with others and will pay to the Landlord on demand any additional cost for cleaning or clearing of such areas arising from breach of this obligation by the Tenant or their visitors or will pay a proportionate share as determined by the Landlord;
  - Not tamper with, misuse or damage any equipment or other things in the property which are provided by the Landlord in the interests of health and safety of persons in the property (including but not limited to fire-fighting equipment and fire doors);
  - Pay, on written demand, a reasonable sum as defined in the Management Company's published schedule of charges or as required by the relevant emergency service to cover any costs incurred by the Landlord if the Tenant sets off a fire alarm without due cause (even if accidentally) resulting in the attendance of the emergency fire services or the evacuation of any buildings (only applicable where a fire alarm is installed in the property);
  - Not prepare or cook food anywhere other than the kitchen in the house and not keep or use deep fat frying equipment anywhere on the premises;
  - Not keep or use candles or any open flame, lighting or heating equipment anywhere in the property;
  - Comply with any reasonable written regulations issued from time to time by the Management Company/Landlord in connection with the use of Shared Areas and/or Shared Items and conduct in the communal areas of the property generally;
  - Not affix any notice poster or similar article anywhere in the property except on the notice boards (if any) provided, making good any damage caused or paying the Landlord's reasonable costs for failure to comply;
  - Comply with all relevant legislation and other legal requirements in connection with the Tenant's use and occupation of the property and general conduct in the building;
  - Not smoke (including electronic cigarettes) in the property other than in the outside designated smoking areas.

- Joint responsibility for the communal areas;

It is GreenPad's policy to return deposits promptly at the end of the tenancy agreement in full, however, there are times when deductions have to be made where a tenant(s) has not returned the Property in the same condition that they took the property on initially.

The Landlord or the Landlord's agent may deduct money from a deposit to cover – unpaid rent, damage to the property, damaged or missing items from the inventory, property cleaning (including the garden), and utility bills (if the bills are in the name of the landlord and your tenancy agreement includes a fair use clause).

Please ensure the property is left in the state, provided at the start of the tenancy.

~~**IMPORTANT:** In our experience, we find that kitchen and bathrooms are the places that do not get cleaned to a satisfactory condition resulting in most deductions from deposits. Please ensure you pay particular attention to these areas when vacating, especially the cooker inside and out, defrosting and cleaning the freezer, cleaning inside the cupboards and any mould that has accumulated, especially in the bathroom.~~

It is worth pointing out that sometimes when deductions have been made in the past, tenants have subsequently claimed that the property was "like that when we moved in".

Therefore, it is vital that any deficiency is clearly stated on the inventory at the beginning of the tenancy otherwise there will be a deduction made to the deposits as specified above. If a deficiency is highlighted on the inventory but later rectified, the remedial work then negates the original deficiency.

In the case of 'joint and several' tenancy agreements, all deductions (whether rent arrears or any other deduction) will be equally deducted from all tenants' deposits, regardless of the source of the deduction.

## 12. Special Conditions

*This is the section where Landlords can specify what they would like (most points are drawn from the agreed Landlord's Management Agreement). Examples are:*

- *Utility Bills: The property is inclusive of the following: • Gas • Electric • Water • Internet. • TV licence in communal areas only,*
- *House is inclusive of utility bills of a maximum of £160 per calendar month. Landlord will keep the tenant informed if their usage goes above this amount.*
- *Repairs Policy & Emergency Repairs All repairs/maintenance requests must be reported to GreenPad as soon as possible and we will have a contractor to visit within a week of reporting. Please send as much detail as possible to either: • GreenPad office on 01782 422300 / 01782 422321 during office hours (Monday- Friday, 10am - 4pm); • Email [greenpad@staffs.ac.uk](mailto:greenpad@staffs.ac.uk) • You can also submit maintenance requests via the following link: <http://www.staffsunion.com/greenpad/maintenance> Please include: • Your Name • Your House address and room number if applicable • Which room the repairs are located in • What you think is wrong • A picture of the problem is always useful. ,*
- *For Emergency Repairs which include: • Gas leak • Large water leak • Total loss of power/heating/ hot water • Security of property compromised. Call GreenPad office on 01782 422300 / 01782 422321 during office hours (Monday- Friday, 10am -4pm). For out of hour emergencies please contact: CBI Security on: 01782 594818 / 07976 161718 or email: [naj@cbisecurityltd.co.uk](mailto:naj@cbisecurityltd.co.uk). Please note you will be charged £30 inclusive of VAT + additional charges and callout fee if your callout turns out to be a non-emergency of which examples have been given above.*
- *Lost keys For Lost keys please Call GreenPad office on 01782 422300 / 01782 422321 during office hours ((Mon-Fri 10am -4pm)*
- *Tenant agrees with landlord: "To pay the cost of any legal charges incurred by the landlord or agent in recouping any rent arrears" ,*
- *Council Tax The landlord expects the tenants to pay for any charges arising from: Council Tax.*