

ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a residential dwelling

Important Notes for Tenants

- This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire 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 is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually. Where the tenancy is subject to deposit protection then joint tenants may have to nominate a lead tenant to act on their behalf with the Landlord or Tenancy Deposit Scheme provider or their alternative dispute resolution service provider.
- If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 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.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
3. 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.
4. Section 11, Landlord and Tenant Act 1985 - these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. This agreement has been drawn up after consideration of the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements.
7. If you accept a tenancy deposit under this tenancy, it must be dealt with in accordance with the statutory rules under sections 212-215 of the Housing Act 2004, as amended by the Localism Act 2011. Take advice if necessary.
8. Where the tenancy becomes a periodic tenancy at the end of the fixed term period the tenant is required to give at least one month's notice in writing ending on the last day of a period of the tenancy in accordance with the common law rules. The landlord is required to give at least two months' notice in accordance with the statutory rules prescribed by Section 21 of the Housing Act 1988.
9. All deposits held by Meller Braggins (if applicable) will be held in client accounts at either:-
Natwest, The Bull Ring Northwich Cheshire. CW9 5BN
Natwest, 82 King Street, Knutsford WA16 6EG
Barclays Bank, 25 Sankey Street, Warrington, Cheshire WA1 1XQ

More Information

For more information on using this tenancy agreement please refer to the 'Letting Information Point' on our website. Website address: www.letlink.co.uk



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 and shall be an assured shorthold tenancy within the meaning of the Housing Acts.

Date:

Landlord(s): [Landlord's name]

Landlord's Address: [Landlord's address]

Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address

Tenant(s): [tenant's name]

Property The dwelling known as: [property address]

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 [length of tenancy] commencing on [tenancy start date].

Rent £ [rent amount]

Payment in advance by equal [payment arrangements] payments on the [day rent falls due]

Deposit A deposit of £[deposit amount] is payable on signing this Agreement. It is protected by the following scheme

{deposit scheme provider's details including web address}

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. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to pay and compensate the Landlord for the reasonable costs of any breach of those obligations. It is specifically agreed that this money is not to be used by the Tenant as payment for any rent due under this agreement. No interest shall be payable on this Deposit. The balance of the Deposit to be paid to the Tenant as soon as reasonably possible after the conclusion of the tenancy, less any reasonable costs incurred for the breach of any obligation as agreed with the Tenant, or decided by the Court or by the appropriate deposit scheme (details of which are contained in the scheme's deposit information leaflet and website)

The Tenant agrees with the Landlord:

3. Rent & charges

(3.1) To pay the Rent on the days and in the manner specified to the Landlord. Interest may be payable on any late rental payments

(3.2) To pay promptly to the authorities to whom they are due, council tax, water and sewerage charges, gas, electric and telephone (if any) relating to the Property, where they are incurred during the period of the agreement, including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected. The Tenant agrees to notify the Landlord prior to changing supplier for any of the utility services stated above

(3.3) That in the case of a breach of the terms of the tenancy by the Tenant, a reasonable administrative charge may be made in addition to the costs of any remedial work, in order to compensate the Landlord or his Agent his reasonable expenses

4. Use of the Property

(4.1) Not to assign, sublet, part with possession of the Property, or let any other person live at the Property

(4.2) 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

(4.3) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property

(4.4) 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 a person residing, visiting or otherwise engaged in lawful activity or the occupiers of the neighbouring premises

(4.5) Not to keep any cats or dogs at the Property and not to keep any other animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbours) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord

(4.6) Not to use the Property for any illegal or immoral purposes

(4.7) Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the terms in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached

5. Repairs

(5.1) Not to damage the Property and Contents and not to make any alteration or addition to the Property without the written permission of the Landlord, such permission not to be unreasonably refused

(5.2) To keep the interior of the Property and the Contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted, and to keep the Property reasonably aired and warmed

(5.3) To pay the reasonable costs reasonably incurred by the Landlord in replacing or repairing any furniture or other contents, lost, damaged or destroyed by the Tenant or, at the option of the Landlord, replace immediately any furniture or other contents, lost, damaged or destroyed by the Tenant, and not to remove or permit to be removed any furniture or other contents from the Property

(5.4) That the Landlord or any person authorised by the Landlord may at reasonable times of the day on giving 24 hours' written notice (unless in the case of an emergency) enter the Property for the purpose of inspecting its condition and state of repair

(5.5) To keep the gardens (if any) driveways, pathways, lawns, hedges, rockeries and ponds in good and safe condition and as neat tidy and properly tended as they were at the start of the tenancy and not to remove any trees or plants

(5.6) To replace all broken glass in doors and windows damaged during the tenancy where the damage has been caused by the Tenant, a member of the Tenant's family or their guests

(5.7) 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, such consent not to be unreasonably withheld, and the cost of providing a set of keys for the Landlord to be met by the Tenant

(5.8) To notify the Landlord promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property

(5.9) Not to affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause damage

(5.10) To take all reasonable precautions to prevent frost damage at the Property and to keep the Property adequately heated and ventilated to prevent damage caused by condensation

(5.11) In order to comply with the Gas Safety Regulations, it is necessary:

(a) that the ventilators provided for this purpose in the Property should not be blocked

(b) that brown or sooty build-up on any gas appliance should be reported immediately to the Landlord

(5.12) Not to cause any blockage to the drains, pipes, sinks or baths

6. Other tenant responsibilities

(6.1) Within seven days of receipt thereof, to send to the Landlord all correspondence addressed to the Landlord or the owner of the Property and any notice order or proposal relating to the Property (or any building of which the Property forms part) given, made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority

(6.2) To pay the Landlord fully for any reasonable costs or damage suffered by the Landlord as a consequence of any breach of the agreements on the part of the Tenant in this Agreement

(6.3) Within the last two months of the tenancy to permit the Landlord or any person authorised by the Landlord at reasonable hours in daytime to enter and view the Property with prospective tenants or purchasers, having first given the Tenant a reasonable period of notice

(6.4) That where the Property is left unoccupied, without prior notice in writing to the Landlord or Agent, for a prolonged period, the Tenant has failed to pay rent for that period, and has shown no intention to return, the Landlord may treat these actions as a surrender of the tenancy. This means that the Landlord may take over the Property and re-let it

7. End of tenancy

(7.1) To return the Property and Contents at the end of the tenancy in the same clean state or condition as they were at the commencement of the tenancy

(7.2) To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy

8. The Landlord agrees with the Tenant that:

(8.1) The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord; however this does not preclude the Landlord from taking action through the courts should the Tenant fail to pay the Rent due or be in breach of the Tenancy Agreement

(8.2) In the event that the Property is rendered uninhabitable by fire, flood or any other risk which the Landlord has insured, other than where the damage has been caused by the act or omission of the Tenant, his family or his visitors then the parties will consider this agreement as frustrated and terminated subject to the right of the Tenant to recover any rent paid in advance for the period after the termination

9. The Landlord may apply to the court to end this tenancy and re-enter the Property if:

(a) the Tenant does not pay the Rent (or any part of it) within 14 days of the date on which it is due; or

(b) the Tenant does not comply with the obligations set out in this Agreement; or

(c) the Landlord was induced to grant the tenancy by a false statement

(d) any of the Grounds specified in Schedule 2 of the Housing Act 1988 (as amended) apply to this tenancy

This termination clause operates subject to the proviso that the Landlord must obtain a court order before re-entering the Property

IMPORTANT. Only the Court can order the Tenant to give up possession of the Property

10. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 (see note 4)

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

"The Landlord" includes the persons who during the period of the tenancy have a legal interest in the Property

"The Tenant" includes those who might inherit the tenancy. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually. This means that any one of the members of a joint tenancy can be held responsible for the full rent and other obligations under the agreement if the other members do not fulfil their obligations

12. The parties agree:

(12.1) 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

(12.2) 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

(12.3) 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. Such notice(s) shall be sufficiently served if served in accordance with section 196 of the Law of Property Act 1925 (see note 5)

(12.4) Whilst the Landlord shall make every effort to keep the Tenant's personal details safe and secure, it may be necessary to share such information with trusted third parties such as utility companies, maintenance contractors, credit and referencing agencies and debt collection companies etc. The Landlord will not divulge personal contact details to any third party organisation for marketing purposes without prior approval

13. The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto

THE FIRST SCHEDULE (N.B. Clauses in this section have been individually negotiated)

Special conditions:

The Tenant(s) agree not to smoke or permit smoking in the property whatsoever.

The Tenant(s) are required to give to the Landlord(s) not less than one full month's notice in writing of their intention to terminate the lease at the end of the fixed term. Should the tenancy continue as a Periodic Tenancy at the end of the fixed term the notice is to expire at the end of the monthly anniversary.

SIGNED by the LANDLORD(S) :-

.....

In the presence of :-

Name

Address

.....

Occupation

Witness Signature

SIGNED by the TENANT(S) :-

.....

.....

.....

.....

In the presence of :-

Name

Address

.....

Occupation

Witness Signature

**N.B. Any counterpart tenancy agreement should be signed and dated by all tenants*

In the event that the landlord wishes Meller Braggins to provide Prescribed Information:

Prescribed Information for Assured Shorthold Tenancies

Under the Housing Act 2004, the Landlord is required to give the following information to the Tenant and anyone who paid the Deposit on the Tenant's behalf ("Relevant Person") within 30 days of receiving the Deposit. This is to ensure that Tenants are made aware of their rights during and at the end of the tenancy regarding the Deposit.

- (a) The scheme administrator of the deposit protection scheme is:
[deposit scheme provider's details]
- (b) A leaflet entitled *What is the Tenancy Deposit Scheme?*, which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, Housing Act 2004, must accompany this document when given to the Tenant and any relevant person.
- (c) The procedures that apply under the scheme by which an amount in respect of a Deposit may be paid or repaid to the Tenant at the end of the tenancy are set out in the scheme leaflet: *What is the Tenancy Deposit Scheme?*, which accompanies this document.
- (d) The procedures that apply under the scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?*
- (e) The procedures that apply where the Landlord and the Tenant dispute the amount of the Deposit to be paid or repaid are summarised in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?* More detailed information is available on: [deposit scheme provider's web address]
- (f) The facilities available under the scheme for enabling a dispute relating to the Deposit to be resolved without recourse to litigation are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?* More detailed information is available on: [deposit scheme provider's web address]

(i) THE DEPOSIT

The amount of the Deposit paid is £[deposit amount]

(ii) ADDRESS OF THE PROPERTY TO WHICH THE TENANCY RELATES:

[property address]

(iii) DETAILS OF THE LANDLORD(S)

Name(s): [Landlord's name]
Address: [Landlord's address]
E mail address: [landlord's email]
Telephone number: [Landlord's number if available]
Mobile number: [Landlord's number if available]

(iv) DETAILS OF THE TENANT(S)

Name(s): [tenant's name]
Address: [property address]
Email address:[tenant's email address]
Mobile number:[tenant's number]

Contact details for the Tenant(s) to be used at the end of the tenancy

Name: [tenant's name]
Address: [tenant's former address]
Email address:[tenant's email address]
Mobile number:[tenant's mobile]

Please provide the details requested in (iv) for each Tenant (there is a continuation sheet for this purpose).

(v) RELEVANT PERSON'S CONTACT DETAILS

If there is a relevant person (i.e. anyone who has arranged to pay the deposit on the Tenant's behalf) the details requested in (iv) must be provided for them, as part of the Prescribed Information. Use the continuation sheet for this purpose.

(vi) CIRCUMSTANCES WHEN THE DEPOSIT MAY BE RETAINED BY THE LANDLORD

The circumstances when all or part of the Deposit may be retained by the Landlord(s) by reference to the terms of the tenancy are set out in *Clauses 2 and 7.4 to 7.6* of the tenancy agreement. No deduction can be paid from the Deposit until the parties to the tenancy agreement have agreed the deduction, or an award has been made by [deposit scheme provider] or by the court.

(vii) CONFIRMATION

The Landlord certifies and confirms that:

- The information provided is accurate to the best of my/our knowledge and belief and
- I/we have given the Tenant the opportunity to sign this document by way of confirmation that the information is accurate to the best of the Tenant's knowledge and belief.

Signed by or on behalf of the Landlord

.....

(Landlord/as Agents on behalf of the Landlord)

The Tenant confirms that:

- I/we have been given the opportunity to read the information provided and
- I/we sign the document to confirm that the information is accurate to the best of my/our knowledge and belief.

Signed by the Tenant(s)

.....

Responsibility for serving complete and correct Prescribed Information on each Tenant and relevant person is the responsibility of the Member and the Landlord. [Deposit scheme provder] does not accept any liability for a member's or landlord's failure to comply with The Housing Act 2004 and/or The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

Prescribed Information for Assured Shorthold Tenancies (Continuation Sheet)

Tick one of the following:

The information below relates to a Tenant

The information below relates to a relevant person

| |
|--------------------------|
| <input type="checkbox"/> |
| <input type="checkbox"/> |

First line of address of the Property to which the tenancy relates

(iv) CONTACT DETAILS

Name

Address

Email address

Mobile number

Fax number

Details of the Tenant(s) contact details to be used at the end of the tenancy
(This section only needs to be completed for a tenant, not a relevant person)

Name

Address

Email address

Tick if the same as shown above

Mobile number

Tick if the same as shown above

Fax number

Tick if the same as shown above

| |
|--------------------------|
| <input type="checkbox"/> |
| <input type="checkbox"/> |
| <input type="checkbox"/> |

Please provide the details requested for each Tenant and for each relevant person (i.e. anyone who has arranged to pay the Deposit on the Tenant's behalf). Attach this sheet securely to the remainder of the Prescribed Information.

