
Assured Shorthold Tenancy

For use with one or more tenants occupying the whole of a flat or house, rent paid monthly, with guarantor.

Dated:

Property: The Rented House, Astreet, Atown, Acounty AA2 3BB

Tenant: Mr Albert Tenant

This agreement is intended to create an assured shorthold tenancy, regulated by the provisions of the Housing Act 1988 as amended. It sets out your rights and duties as tenant of this Property, and our rights and our duties owed to you as your landlord.

It should be signed at the end by us both to confirm that we agree with it, and by the guarantor.

If there is an existing tenant in the property at the time this agreement is signed, note that this agreement is subject to vacant possession being provided by that tenant (or tenants if there is more than one). If the tenant refuses to move out, then this agreement will not take effect.

You should not sign this agreement unless you are sure you understand it. Read it carefully. If there is anything you do not understand, you should speak to a solicitor, or a reputable advice agency such as Shelter or the Citizens Advice Bureau (CAB), who will explain it to you.

This is an important legal document and you should keep it safe.

If anything goes wrong with your tenancy you will need it, particularly if you have to go to court.

Landlord's contact details

If you need to contact us at any time, please use the contact details below (unless we tell you that these details have changed, and provide new details). Where there is an agent, the contact details will be those of the agent, and all contact should be made through the agent :

Landlords name: Mr Arthur Landlord

Agent (if any): Anyagency

Postal address: 1 The Street, Atown, Acounty AA1 2BB

Telephone number: 0123 456789

Fax number: 0123 456789

Email: landlord@landlord.co.uk

Other contact details:

Main details and definitions

The Property:

The Rented House, Astreet, Atown, Acounty AA2 3BB

Extra notes:

This is where you can put extra notes about the property. Such as whether there is a parking bay they are entitled to use, or if a right of way crosses the garden.

Referred to as the Property in this agreement. This includes any garden but does not include any shared areas.

The Landlord:

Mr Arthur Landlord

Referred to as we or us in this agreement (even if there is only one landlord).

Note: if the owner of the Property changes, for example if the Property is sold, or if the landlord named above dies and the Property passes to someone else, this will not change your rights and obligations under this agreement. The only difference will be that the identity of your landlord will have changed.

The Tenant

Mr Albert Tenant

Referred to as you or your in this agreement.

Note for joint tenants: where there is more than one tenant, you will all have what is called 'joint and several liability'. This means that you will each be responsible for all amounts due under this agreement, not just for a share of them. So, for example, we will be entitled to claim all of any rent outstanding from just one tenant, if the other tenants have not paid their share. Where this tenancy refers to 'the tenant' or to 'you' this means all of you collectively.

Individual joint tenants cannot end their individual liability under this agreement unless we agree. This means that you will be responsible for the rent even if you are no longer living in the property. If you want to nominate a replacement tenant to take your place, this can only be done if both we and the other joint tenants agree. If a new replacement tenant is accepted, then a new tenancy agreement will need to be signed before the new tenant goes into occupation. You will continue to be responsible for the rent until this has been done.

The guarantor

Mr Brian Guarantor

of 1 The Street, Atown, Acounty AA1 2BB

Referred to as you or your in clause 11, the guarantee clause, only.

The fixed term

Six months

starting on 01-12-2010

and ending on 30-06-2011 (tenant to vacate by 11.00 am)

Once this period of time has ended, you can continue to live in the Property, and your tenancy will run from month to month, starting on the day after the fixed term ends. During this time the terms and conditions set out in this agreement will still apply.

When we refer in this agreement to the fixed term, we mean the period of time given above. When we refer to the term, we mean all the time you live in the Property (which will often be longer than just the fixed term) up until one of the following occurs:

- you give notice that you want to end the agreement (see section 9 below); or
- we serve a notice on you under section 21 of the Housing Act 1988; or
- we enter into a new written agreement with you; or
- this agreement is ended by consent or a court order.

The rent

£500 per calendar month

The payment date : The first day in the month

The first payment should be made by you at or before the time you sign this agreement.

All subsequent payments must be paid every month in advance on the payment date. Payment should be by standing order into our bank account, details of which have been provided to you. All payments (including any payments made by cheque or internet transfer) must reach our bank by the payment date. Any cheques therefore must be given to us at least five days before the payment date.

The deposit

£500

This is sometimes also known as a damage deposit or bond. It is a sum of money paid to us which will be returned to you if the Property is left in good condition, and provided all the rent due has been paid, when you have moved out at the end of your tenancy.

We will register the deposit with one of the government authorised tenancy deposit schemes (the Tenancy Deposit Scheme) within 14 days of receiving it, as required by the Tenancy Deposit Scheme rules. For more information on the deposit see section 2 below.

Other charges

You will also be required to pay the following charges, in addition to the rent, the deposit (if any) and the general utility and similar charges set out in section 1 below:

For example the inventory clerk check out fee

Some more definitions

The inventory

This is a list of all our possessions (e.g. fixtures and fittings) which are at the Property. It may also contain information about the condition of these possessions and the Property itself. You will be given an opportunity to check the inventory at the Property. It should then be signed and dated by us both to confirm that it is correct. A

copy of the inventory should then be attached to this agreement and kept with it.

Fixtures and fittings

All of our appliances and furnishings in the Property, including installations for supplying or using gas, electricity and water.

Shared areas

Any parts of the building (but not the Property) which are shared by you with other people, for example this could include halls, stairways, entrances, shared gardens or landscaped areas (ie in a block of flats). Note that there may be no shared areas, for example if a Property is a house with its own garden.

Fair wear and tear

This is the deterioration in the condition of the Property and its contents which occurs naturally as a result of being lived in, and used in a reasonable and legal manner. The amount of wear and tear in a property which will be considered fair, will depend on a number of factors, including the length of time the property has been lived in by the tenants, the number and age of the people allowed to live there, and whether the landlord has allowed pets and/or smoking.

Important note

When you are responsible for the actions of others

You are responsible for the behaviour of everyone who lives in or visits the Property. Therefore, for example, if the Property is damaged by one of your visitors, we can claim the cost of repair from you, rather than from the visitor. It may be possible for you to claim repayment from the visitor but this is something you will have to do yourself.

When this agreement says that you must do or must not do anything, this will automatically include your family, anyone else living at the property, and all visitors.

Terms and conditions

Note that individual terms and conditions in sections 1 to 11 may be replaced or modified by the additional clauses (if any) set out in section 12 below.

1. Payments, utilities and costs

1.1.

You must pay the rent at the times and in the manner set out above.

1.2

You are not entitled to withhold payment of any rent or any other money due to us because you have paid a deposit.

1.3

If anyone other than the tenant named in this agreement pays all or part of the rent, this payment will be treated as being paid by the other person on your behalf (as your agent or representative) and we will be entitled to assume this without having to ask you.

1.4

You need not pay any rent for any period during which the Property is wholly uninhabitable. The amount of rent which you do not have to pay will be calculated pro-rata (for every day the Property is uninhabitable you need not pay a days rent). Likewise if part of the Property is uninhabitable you will only be responsible for paying rent for the part of the Property you are able to use, and your rent will be reduced accordingly. This clause does not apply if the Property or part of the Property is uninhabitable because of something you did or did not do, or because you did something (or failed to do something) which invalidated our insurance policy.

1.5

You must pay interest at the rate of 8% (or, if it is different, the rate prescribed under s69 of the County Courts Act 1984, which allows interest to be claimed when seeking a County Court Judgement) on any rent or other money which you owe to us and which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until you pay the money to us.

1.6

During the term you must pay [council tax, the water sewerage and environmental charges for the Property, and pay] for utility supplies used (including gas, electricity and telephone, and any standing charges and VAT) and the TV licence fee for the Property. You will also be responsible for the costs of any other similar services which relate to your use and occupation of the Property for the period of your tenancy, including any new services which may be developed after this agreement has been signed.

1.7

If you allow the supply of any utility or other service to be cut off because you have not paid what you owe or have not followed specific instructions, either during or at the end of your tenancy, you must pay any costs associated with reconnecting or continuing the service.

1.8

You must not change the supplier or provider of any of the services to the Property without our written consent (which we will not refuse or delay without good reason).

1.9

You must pay any reasonable costs and expenses (which must be reasonable both in amount and in nature) which we have been put to, where you have not carried out your responsibilities under this agreement. You must also pay any reasonable costs and expenses that we have been put to as a result of responding to any request you make for any consent or permission under this agreement.

1.10

If requested to do so by any utility or other similar company, note that we reserve the right to pass on to them any contact or other information we may hold about you. For example, to assist them recover any outstanding invoices due to them

2. The deposit

(Note, if no deposit has been paid, this section will not apply.)

2.1

When you pay the deposit to us, we will arrange for it to be protected by an authorised Tenancy Deposit Scheme as required by the Housing Act 2004. We will give a notice to you confirming that this has been done within 14 days.

2.2

We will follow the rules of the Tenancy Deposit Scheme at all times.