

ASSURED SHORTHOLD TENANCY AGREEMENT
For a furnished room in a shared house or flat (landlord not resident)

Dated this

The Property
("the Property")

The Room
("the Room")

Being the room occupied by the Tenant at the Property

Exclusions from the let premises (e.g. garage or other out building etc):

The Landlord
("the Landlord")

The Landlord also refers to his/her agent, or other person acting on their behalf.

The Tenant
("the Tenant")

The Tenant is referred to as "he" or "his" as appropriate in this agreement, even if the Tenant is female or consists of more than one person. Where the Tenant consists of more than one person, they will all have joint and several liability under this agreement (this means that they will each be liable for **all** sums due under this agreement, not just liable for a proportionate part).

The Term

beginning on _____ ("the fixed term"). If the Tenant does not leave at the end of the fixed term, the tenancy will then continue, still subject to the terms and conditions set out in this agreement, from week to week from the end of the fixed term until either the Tenant gives notice that he wishes to end the Agreement as set out in clauses 6 and 7 below, or the Landlord serves on the Tenant notice under Section 21 of the Housing Act 1988, or a new form of Agreement is entered into, or this Agreement is ended by consent or a court order.

The Rent

£ _____ per calendar month, the first payment to be made on the signing of this agreement, all subsequent payments to be made monthly thereafter in advance on the 1st day of the month, by way of standing order into the Landlord's bank, details of which have been provided to the tenant, or as otherwise agreed.

The Deposit

£ _____
Which will be registered with The Deposit Protection Service ("The Tenancy Deposit Scheme") within 30 days of receipt by the Landlord in accordance with the Tenancy Deposit Scheme Rules.

The Inventory

The list of the Landlord's possessions at the Property which has been signed by the Landlord and the Tenant, a copy of which is annexed to this agreement.

THIS ASSURED SHORTHOLD TENANCY AGREEMENT comprises the terms and particulars detailed above and the terms and conditions set out below.

Terms and Conditions

1. This Agreement is intended to create an Assured Shorthold Tenancy as defined in the Housing Act 1988 (as amended) and the provisions for the recovery of possession by the Landlord in that Act shall apply.
2. Under this Agreement, the Tenant will have exclusive occupation of the Room and will share with other occupiers of the Property the use and facilities of the Property (including such bathroom, toilet, kitchen and sitting room facilities as may be at the Property).

3. The Tenant will:

3.1. Pay the rent at the times and in the manner set out above.

3.2. Pay interest at the rate of 3% per annum above the National Westminster Bank PLC's base rate on any rent or other money lawfully due from the Tenant which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until payment.

3.3. Not change the supplier or provider of any of the services to the property without the written consent of the Landlord (which will not be withheld or delayed unreasonably).

3.4. Not to tamper, interfere with, alter or add to the gas water or electrical installations, or meters, either in or serving the premises.

3.5. Not to plug in or use any landline telephones.

3.6. To take care not to cause an overload of the electrical circuits by the inappropriate use of multi socket electrical adaptors or extension cables when connecting appliances to the mains electric systems.

3.7. To take care to replace or have replaced appropriately, light bulbs, fluorescent tubes, fuses etc. as and when necessary during the tenancy and to ensure that all light bulbs, fluorescent tubes, fuses are in place and in working order at the end of the tenancy.

3.8. Not to keep on, or bring into the premises, any inflammable or other material or equipment which might reasonably be considered to be a fire

hazard, or otherwise dangerous to the premises or the health of its occupants or of the neighbours.

3.9. Not to place or fix any aerial, satellite dish, or notice or advertisement or board onto the premises (either externally or internally) without first obtaining the prior consent of the landlord or his agent. Such consent will not be unreasonably withheld.

3.10. Not make any alteration or addition to or do any redecoration or painting of the Property without the Landlord's prior written consent (consent not to be withheld or delayed unreasonably).

3.11. Keep the contents of the Property (whether itemised on the inventory or not) and the interior of the Property in a good and clean state and condition and not damage or injure the Property or its contents (fair wear and tear excepted). For the avoidance of doubt it is specifically agreed that the Tenant will be responsible for all and any damage (excluding fair wear and tear) caused by any persons permitted by the tenant to sleep in, reside at or visit the property.

3.12. Take reasonable care to keep any common entrances, halls, stairways, lifts, passageways and any other common parts clean, tidy and fit for use by the Tenant and other occupiers and visitors to the Property.

3.13. Make good any damage to the Property or the common parts or to the Landlord's fixtures, fittings or furnishings caused by the Tenant or any visitor of the Tenant to the Property, fair wear and tear excepted, and to pay any costs incurred by the Landlord in carrying out such works in default.

3.14. Advise the Landlord promptly of any disrepair or defect or act of vandalism in respect of the Property or the fixtures, fittings or furnishings and any failure of mechanical or electrical appliances. The Landlord shall repair any damage to the Property or repair or replace any defective fixtures, fittings, furnishings or appliances within a reasonable period of time after being notified by the Tenant, unless the matter is not something for which the Landlord is liable.

3.15. Advise the Landlord promptly of any notice or order made affecting the Property.

3.16. Not cause blockage or obstruction to the sinks, basin or toilets, also to the drains and pipes gutters and channels in or about the property, and will take all reasonable steps to prevent any part of the water draining and heating systems becoming frozen during the winter months. The Tenant to pay (so far as is reasonable) for all losses suffered by the Landlord and any neighbours as a result of the Tenants' failure to comply with this covenant.

3.17. To take reasonable and prudent steps to adequately heat and ventilate the premises in order to help prevent condensation. Where such condensation may occur, to take care to promptly wipe down and clean surfaces as required from time to time to stop the build up of mould growth or damage to the premises, its fixtures and fittings.

3.18. Not use any form of heating other than the heating system provided without the Landlord's prior written consent (not to be unreasonably delayed or withheld), and in particular not use any oil, calor gas fires or electric heaters.

3.19. To be responsible for making sure any electrical item you or your guests bring into the household are safe to use.

3.20. Not to change, alter, add to or otherwise damage any locks or bolts on the premises (except in the case of an emergency) without the prior consent of the landlord or his agent. Such consent will not be unreasonably withheld.

3.21. To take adequate precautions to keep the premises, including its external doors or windows, locked and secured, when the premises are empty.

3.22. To take reasonable precautions to keep the premises free of infestation by vermin, rodents or animal fleas. Where such infestation occurs as the result of action or inaction on behalf of the tenants, to be responsible for the appropriate costs in fumigating and cleaning any affected parts as appropriate and for rectifying and/or removing the causes of such an infestation.

3.23. Keep the garden (if any) neat and tidy and maintained to the same standard as it was at the start of the tenancy. If tools are provided, to cut grass and trim hedges when required. To keep any patio or gravel areas free of weeds. Also to dispose of any

rubbish blown in or collected in front or back gardens.

3.24. Be responsible for arranging and paying the premiums for any insurance cover in respect of the Tenant's own personal possessions. Be responsible for purchasing own TV licence if live TV will be watched in The Room.

3.25. Not leave the Room vacant for more than 30 consecutive days without notifying the Landlord, either in advance or, in the case of emergency, as soon as possible, and securing the Property properly when leaving it unattended.

3.26. Not do anything on or at the Property which (a) may be or become a nuisance or annoyance to any other occupiers of the Property or owners or occupiers of adjoining or nearby premises and/or (b) is illegal or immoral and/or (c) may in any way affect the validity of the insurance of the Property and its contents or cause an increase in the premium payable by the Landlord. The Tenant to pay (so far as is reasonable) for all losses suffered by the Landlord as a result of the Tenants' failure to comply with this covenant.

3.27. Not to store or keep on the premises or any communal car park any boat, caravan or commercial vehicle without the prior consent of the landlord or his agent.

3.28. Not to repair cars, motorcycles, vans or other commercial vehicles at the premises apart from general maintenance, from time to time, to a vehicle of which the tenant is the registered keeper.

3.29. Not allow or keep any pet or any kind of animal at the Property without the Landlords prior consent (which will not be withheld or delayed unreasonably).

3.30. Not smoke inside the Property or permit others to smoke. If smoking outside, to close nearby external doors and windows to prevent smoke drifting inside the Property. To dispose of cigarette butts appropriately, in suitable containers.

3.31. Not to use any illegal drugs (which are or become prohibited or restricted by statute) in, or within the grounds of, the Property.

3.32. Use the Property as a private residence only. This means the Tenant must not carry out any profession, trade or business at the Property and must not allow anyone else to do so.

3.33. Not assign, sublet, charge or part with or share possession or occupation of the Room at the Property (but see clauses 5 and 6 below).

3.34. To keep and notify the agent of any post for the Landlord or agent as soon as is reasonably possible.

3.35. This a professional only household, should the tenant lose their job they must notify _____ and _____ will have one month to find a new job or they will be given two months notice to leave. It is not acceptable to use housing benefit to pay the rent at this property.

3.36. Pay the Landlord's reasonable costs and expenses reasonably incurred as a result of any breaches by the Tenant of his obligations under this Agreement.

3.37. Allow the Landlord or anyone with the Landlord's written permission to enter the Room at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, or during the last month of the term, show the Property to prospective new tenants or purchasers, provided the Landlord has given 24 hours written notice beforehand (except in emergency)

3.38. In order to comply with the requirements of the Party Walls etc. Act 1996 (but only upon appropriate formal written notice), to permit the owner of a neighbouring property, or their authorised workman or their professional advisor, access to the landlord's premises in order to carry out any work required to the premises or their neighbouring property under the Party Walls etc. Act 1996.

3.39. To allow meter readings to be collected as near to the last day of the month as possible, during 9am – 5pm Monday to Saturday. 24 hours notice will not be given, the agent will first knock the door and ring the doorbell, but if no answer will let themselves in, only to collect meter readings and leave again, locking the front door.

3.40. To allow the cleaning company to clean communal areas. They have a set of front door keys, no bedroom door keys. There is a set schedule for the days the cleaning company will attend the property, please make a note of these dates and lock any valuables in your bedroom if you so wish. The cleaning company will first knock

and ring the doorbell, but if no answer will let themselves in to clean the communal areas of the property, locking the front door as they leave.

3.41. Friends/family/partners (guests) are allowed to stay in your room 2 nights a week with the approval of your other housemates.

3.42. During the last 2 months of the fixed term (and not later than thirty days before the end of the fixed term), tell the Landlord whether he intends to stay in the Property or whether he intends to leave at the end of the fixed term.

3.43. Yield up the Property and its contents at the end of the Term in the same clean state and condition it/they was/were in at the beginning of the Term, with the landlords furniture and effects and all items on the inventory (if any) in the same rooms that they were at the start of tenancy. However the Tenant will not be responsible for fair wear and tear caused during normal use of the Property and its contents or for any damage covered by and recoverable under the insurance policy effected by the Landlord.

3.44. If the Room or portion of the Property is left untidy or unclean, additional charges will apply for cleaning the Room, carpet cleaning or a portion of communal area cleaning.

3.45. Provide the Landlord with a forwarding address when the tenancy comes to an end and remove all rubbish and all personal items (including the Tenants own furniture and equipment) from the Property before leaving.

4. The Landlord will:

4.1. Allow the Tenant peaceably to hold and enjoy the Property during the term without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord, subject to the Landlord's right to take any lawful steps to enforce his rights against the Tenant if the Tenant breaks any of the terms of this Agreement.

4.2. Insure the Property and use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible.

4.3. Arrange for the Tenant's Deposit (if any) to be protected by an authorised

Tenancy Deposit Scheme in accordance with the provisions of the Housing Act 2004 within 30 days of receipt, and comply with the rules of the Tenancy Deposit Scheme at all times.

4.4. Keep in repair the structure and exterior of the Property (including drains gutters and external pipes) and keep in repair and proper working order the installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences) and for space heating and heating water, save that 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 or 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 or to 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.

5. The Deposit

5.1. Will be held in accordance with the Tenancy Deposit Scheme Rules as issued by the relevant Tenancy Deposit Scheme used.

5.2. No interest will be payable to the Tenant by the Landlord in respect of the Deposit.

5.3. Subject to any relevant provisions of the Tenancy Deposit Scheme Rules, the Landlord shall be entitled to claim from the Deposit the reasonable cost of any repairs or damage to the Property or its contents caused by the Tenant (including any damage caused by the Tenant's family and visitors) and for any other financial losses suffered by the Landlord as a result of the Tenant's breach of these terms and conditions, provided the sum claimed by the Landlord is reasonably incurred and is reasonable in amount. The Landlord is not entitled to claim in respect of any damage to the Property or its contents which is due to 'fair wear and tear' i.e. which is as a result of the Tenant and his family (if any) living in the property and using it in a reasonable and lawful manner.

5.4. If monies lawfully due to the Landlord or agent under this agreement are more than the deposit held, the tenant will be liable to pay any excess to the Landlord or agent within 14 days of written demand.

6. Ending this Agreement

6.1. The Tenant cannot normally end this agreement before the end of the fixed term. However during the fixed term, if the Tenant can find a suitable alternative tenant, and provided this alternative tenant is acceptable to the Landlord (the Landlord's approval not to be unreasonably delayed or withheld) the Tenant may give notice to end the tenancy on a date at least one month from the date that such approval is given by the Landlord. On the expiry of such notice, provided that the Tenant pays to the Landlord the reasonable expenses reasonably incurred by the Landlord in granting the necessary approval and in granting any new tenancy to the alternative tenant, the tenancy shall end.

6.2. If the Tenant stays on after the end of the fixed term, his tenancy will continue but will run from month to month (a "periodic tenancy"). This periodic tenancy can be ended by the Tenant giving at least one month's written notice to the Landlord, the notice to expire at the end of a rental period.

6.3. If the Tenant does not pay the rent (or any part) within twenty-one days of the due date (whether it has been formally demanded or not) or if the Tenant fails to comply with the Tenant's obligations under this Agreement, or if any of the circumstances mentioned in Grounds 2, 8 or 10 to 15 or 17 of Part II of Schedule 2, and in Schedule 2A, to the Housing Act 1988 arise then the Landlord may, subject to any statutory provisions, recover possession of the Property and the tenancy will come to an end. The Landlord retains all his other rights in respect of the Tenant's obligations under this Agreement. **Note** - if anyone lives at the Property or if the tenancy is an assured tenancy under the Housing Act 1988 the Landlord cannot recover possession of the Property without a court order. This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.

7. Other terms

7.1. 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 above.

7.2. The condition of the Property and its contents, whether scheduled or not on the inventory, shall be deemed to be correct and in good serviceable order unless the Landlord is notified to the contrary within three days of occupation or as soon as practicable. Oral notification must be confirmed in writing by the Tenant within seven days.

7.3. The Tenant shall not be entitled to withhold payment of any rent or any other money due to the Landlord on the ground that a deposit has been paid.

7.4. Any notices or other document, including any court claim forms in legal proceedings, shall be deemed properly served on the Tenant during the tenancy by being left at the Premises or by being sent to the Tenant at the Property by first class post or recorded delivery. Notices shall be deemed served the day after being left at the property or after posting.

7.5. Any person other than the Tenant who pays all or part of the rent to the Landlord shall be deemed to have paid this as agent for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.

7.6. Any personal items left behind at the end of the tenancy after the Tenant has vacated (which the Tenant has not removed in accordance with clause 3.26 of this Agreement) shall be considered abandoned. The Landlord may remove or dispose of the items as he thinks fit. The Tenant shall be liable for the reasonable removal, storage and disposal costs which may be deducted from the proceeds of sale (if any).

7.8. The Landlord is entitled to enter the shared areas of the Property together with any unlet rooms, at all reasonable times, for the purpose of inspecting them, carrying out any necessary repairs and to show unlet rooms to prospective new tenants.

7.9. The Landlord shall be entitled to have and retain keys for all the doors to the Property, including the Room, but shall not

be entitled to use these to enter the Room without the consent of the Tenant (save in an emergency), or with 24 hours notice. If the Tenant fails to return the keys at the end of the tenancy, he will be responsible for the reasonable cost of having new locks fitted and keys cut.

7.10. If the Property is damaged or destroyed by any of the risks insured against by the Landlord, the Tenant shall only be liable for a proportionate part of the rent, to be calculated on the basis of the Tenant's use and enjoyment of the Property for the period of time involved, unless the insurance was prejudiced by some act or omission of the Tenant.

7.11. The 'Landlord' means the persons from time to time entitled to receive the Rent, the 'Tenant' includes any persons deriving title under the Tenant, the 'Property' includes any part or parts of the Property (including the Room) and all of the Landlord's fixtures and fittings at or upon the Property, the 'Term' means the period stated in the particulars overleaf or any shorter or longer period as appropriate, and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation.

7.12. Late Payment charges for rent and repairs, per tenant/guarantor:

Text – First reminder	NO CHARGE
Text – any subsequent texts	£5.00 each
Phone call	£8.00 each
Letter/email	£10.00 each
Visit	£25.00 each
Missed appointment	£50.00 each

7.13. Cleaning, missing or broken item charges. Failure to clean your bedroom at the end of your tenancy will result in a £50.00 charge. Failure to empty all of your belongings from the property at the end of your tenancy will also result in a minimum of £50.00 charge. Missing or broken keys will be charged at £15 per key. Missing or broken mattress protectors will be charged at £15. Missing or broken lampshades will be charged at £7 per item. Missing smoke alarm batteries will be charged at £5 each. Missing or broken light bulbs will be charged at £5 each.

7.14. Letting agents may share details about the performance of obligations under this agreement by the landlord and tenant; past, present and future known addresses of the parties, with each other, with credit and reference providers for referencing purpose and rental decisions; with Utility and Water Companies, local authority Council Tax and Housing Benefit departments, Mortgage lenders, to help prevent dishonesty, for administrative and accounting purposes, or for occasional debt tracing and fraud prevention. Under the Data Protection Act 1998 you are entitled, on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about you and have it amended if it is shown to be incorrect.

Signed as a deed

The Landlord
(or agent)

Date

The Tenant

Date