

## ASSURED SHORTHOLD TENANCY AGREEMENT

For letting a furnished dwelling house on an Assured Shorthold Tenancy under Part 1 of the Housing Act 1988 as amended by the Housing Act 1996.

This agreement is made the TBC

### 1 Particulars

#### 1.1 Parties

##### 1.1.1 The Landlord

\_\_\_\_\_  
 C/O Nest Lettings and Management Ltd  
 Tel: 01132280656  
 Email: christina@nest-uk.com

The "Landlord" shall include the Landlord's successors in title and assigns. This is the person who would be entitled to possession of the Property if the Tenant was not in possession and could be the current Landlord or someone purchasing or inheriting the Property.

##### 1.1.2 The Tenant

#### 1.2 The Landlord's Agent

The "Landlord's Agent" shall mean Nest Lettings and Management Limited, 1-5 Springfield Mount, Leeds, LS2 9NG. Tel: 0113 2280656 Fax: 0113 2455142 Email: Deposits@nest-uk.com or such other agents as the Landlord may from time to time appoint.

1.3 The Landlord lets and the Tenant takes the Property for the Term at the Rent payable upon the terms and conditions of this agreement.

1.4 This agreement is intended to create an Assured Shorthold Tenancy as defined in Part 1 of the Housing Act 1988 (including any subsequent amendments). These tenancies do not guarantee the Tenant any right to remain in possession after the fixed term (subject to a minimum occupancy of six months).

#### 1.5 Property

1.5.1 The property situated at and being TBC together with the fixtures, fittings, furniture and effects therein and more particularly specified in the Inventory signed by the Tenant and all grounds. It shall include the right to use, in common with others, any shared rights of access, stairways, communal parts, paths and drives.

1.5.2 Parking is provided for a period of \_\_\_\_\_. The landlord is not responsible for payment of parking after this time.

#### 1.6 Term

1.6.1 The Term shall be for a definite period of TBC months from and including the / / to and including the / / . Please see paragraph 2.5 as it contains important information about what you must do to end the tenancy.

1.6.2 The "Term" is to include any extension or continuation of the fixed term or a Statutory or Contractual Periodic Tenancy.



## **1.7 Rent**

- 1.7.1 The Rent shall be £ . per calendar month, payable in advance.
- 1.7.2 The Rent shall be paid clear of unreasonable or unlawful deductions or set off to the Landlord's Agent by banker's standing order or such other method as the Landlord's Agent shall require.
- 1.7.3 The first payment of £ . being due on / / or prior to the date of taking possession.
- 1.7.4 Thereafter the "Rent Due Date" will be the day of each month during the Term of this agreement.
- 1.7.5 Overdue rental payments will be subject to interest at the rate of 6% per annum calculated from the date the payment was due up until the date payment is received.
- 1.7.6 Any person paying the Rent, or any part of it, for the Property during the Term shall be deemed to have paid it as agent, for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.
- 1.7.7 It is agreed that if the Landlord or Agent accepts money after one of the conditions which may lead to a claim for possession by the Landlord (these are the condition listed in clause 3 below), acceptance of the money will not create a new agreement and the Landlord will still, within the restrictions of the law, be able to pursue the claim for possession.
- 1.7.8 If this tenancy is extended, continued or run on as a Periodic Tenancy then the Rent will increase each year from the first Rent Due Date more than 364 days after the commencement of the Term, by the amount stated for the annual increase in the Index of Retail Prices (All Items) as quoted for the month two months prior to the month of the renewal. The Rent will not be reduced below the figure in 1.7.1 at any time.

## **1.8 Deposit**

- 1.8.1 The Deposit of £ . will be paid by the Tenant.
- 1.8.2 The Deposit will be received by the Landlord's Agent as agent and forwarded and registered with 'The Tenancy Deposit Scheme' who will retain the deposit for the term of the tenancy. They will write to you upon receipt of your deposit to confirm receipt.
- 1.8.3 Interest earned on the Deposit will be paid via the Tenancy Deposit Scheme.
- 1.8.4 The Deposit is held as security for the performance of the Tenant's obligations under this agreement and to compensate the Landlord for any breach of those obligations.
- 1.8.5 The Deposit will be refunded to the Tenant, less any deductions via the Tenancy Deposit Scheme within 14 days once the following have been completed:
  - 1.8.5.1 the Property has been yielded up to the Landlord and
  - 1.8.5.2 all keys have been returned to the Landlord and
  - 1.8.5.3 the property has been cleaned to that of a 'professional standard' including any carpets in the property so that the premises are ready for immediate re-occupation
  - 1.8.5.4 any deductions have been agreed between the Tenant and the Landlord or Landlords Agency and confirmation of deductions have been forwarded to the Tenancy Deposit Scheme.
  - 1.8.5.5 confirmation has been received from the Local Authority that no claw back of Housing Benefit is due.
- 1.8.6 The Deposit is not transferable by the Tenant in any way.

## **1.9 Rights of Third Parties**

The parties intend that no clause of this agreement may be enforced by any third party, other than the Landlord's Agent, pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **2 Legal Notices**

### **2.1 Section 47**

Under section 47 of the Landlord and Tenant Act 1987 the address of the Landlord is stated to be as on the first page of this agreement. The address for service of Notices is as in clause 2.2.

### **2.2 Section 48**

Until you are informed in writing to the contrary Notice is given pursuant to section 48(1) of the Landlord and Tenant Act 1987 that your Landlord's address for the service of Notices (including Notices in proceedings) is as shown on page 1 of this agreement.

### **2.3 Section 8**

A Section 8 notice will be served by the landlords's agent if the tenant falls into arrears of 2 months. The charge for the issuing of this notice is payable by the tenant and is charged at £50.00 + VAT.

### **2.4 Notice service**

2.4.1 Any Notice given by or on behalf of the Landlord or any other document to be served on the Tenant shall be deemed to have been served on the Tenant if it is:

2.4.1.1 left at the Property during the Term or the last known address of the Tenant at any time or

2.4.1.2 sent by ordinary post in a pre-paid letter, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time or

2.4.1.3 sent by Recorded Delivery in a pre-paid letter, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time.

2.4.2 Any Notice given by the Tenant or any other document to be served on the Landlord shall be deemed to have been served on the Landlord if it is:

2.4.2.1 left at the office of the Landlord's Agent during the Term only or the last known address of the Landlord's Agent at any time or

2.4.2.2 sent by ordinary post in a pre-paid letter, properly addressed to the Landlord at the address in clause 2.2 or

2.4.2.3 sent by Recorded Delivery in a pre-paid letter, properly addressed to the Landlord at the address in clause 2.2.

2.4.3 If any Notice or other document is left at the Property or Landlord's Agent's office, service shall be deemed to have been on the day it was left.

2.4.4 If any Notice or other document is sent by post it shall be deemed to have been served 48 hours after it was posted.

### **2.4 Notices Received**

2.4.1 If a relevant Local Authority gives Notice or makes an order in respect of the Property which the Tenant receives at the Property, the Tenant shall provide full particulars to the Landlord's Agent promptly and as soon as reasonably practicable. Where appropriate, the Tenant should take all reasonable steps to comply with it, having first consulted with the Landlord (or Landlord's Agent) as is appropriate to the situation.

### **2.5 Ending the Tenancy**

2.5.1 If the Tenant intends to vacate at the end of the fixed term, or at any later date, he agrees to give the Landlord at least one month's prior Notice in writing. This notice must be in line with the rent due date.

2.5.2 While the tenancy is periodic the one month's written Notice must expire the day before a Rent Due Date.

## **2.6 Distance Selling Regulations**

- 2.6.1 If this contract is a "distance contract" as defined in the Consumer Protection (Distance Selling) Regulations 2000, then, subject to the required information having been provided to the Tenant, the 7 day "cooling off" period will cease immediately the provision of the service commences, in accordance with regulation 8(3) of the above regulations. This means that you will be committed to this tenancy once you take on the Property.

## **3 Possession**

- 3.1 Without prejudice to the other rights and remedies of the Landlord, the Landlord may seek to lawfully terminate the tenancy by obtaining a court order if:
- 3.1.1 the Rent or any part of it is in arrears whether formally demanded or not,
- 3.1.2 the Tenant is in breach of any of the obligations under this agreement,
- 3.1.3 any of the Grounds of Schedule 2 of the Housing Act 1988 apply (these grounds allow the Landlord to seek possession of the Property in specified circumstances, including rent arrears, damage to the Property, nuisance and breach of a condition of the tenancy agreement),
- 3.1.4 a Notice is served under section 21 of the Housing Act 1988 (section 21 gives the Landlord a right to end an assured shorthold tenancy without any specific reason, though only after any fixed term has ended, or in operation of a break clause),

Tenants who are unsure of their rights should seek advice.

## **4 Tenant's Obligations**

The Tenant agrees to:

### **4.1 Payments**

- 4.1.1 Pay the Rent on the day and in the manner specified.
- 4.1.2 Pay a fair proportion of all charges, based on the length of the tenancy, including water and sewerage charges, rates and assessments (but of an annual or recurring nature only) and for all gas, electricity, oil or solid fuel consumed on the Property (including all fixed and standing charges) and all charges for the telephone during the Term of this agreement. If the Landlord is held responsible by law for the payment of any of these bills the Tenant agrees to refund to the Landlord the amount covering the Term of this tenancy.
- 4.1.3 Pay for the reconnection of water, gas, electricity or telephone if the disconnection results from any act or omission of the Tenant or the Tenant's agents.
- 4.1.4 Pay the Council Tax, or any replacement taxation (even of a novel nature), in respect of the Property for the Term of this agreement, unless the tenancy is lawfully terminated.
- 4.1.5 Pay the charge of £15.00 to the Landlord's Agent for each letter the Agent, acting reasonably, has to send to the Tenant concerning breaches of the tenancy agreement.
- 4.1.6 Pay a charge of £20 to the Landlord's Agent for any payment presented to the Landlord's Agent's bank but returned, refused or re-presented by the bank for any reason. This fee will be payable for each presentation which fails.
- 4.1.7 Notify the relevant authorities and arrange and pay final accounts at the end of the tenancy.
- 4.1.8 Pay for the entire invoices and costs of any contractors that the Tenant arranges without having previously obtained the Landlord's authority, unless acting reasonably to effect emergency repairs for which the Landlord is liable.
- 4.1.9 Pay the Landlord for the reasonable cost of replacing the locks and cutting new keys if any keys are not returned to the Landlord or the Landlord's Agent when the Tenant moves out.

- 4.1.10 Pay any excess on the Landlord's insurance if the claim results from the negligence, misuse or failure to act reasonably by the Tenant or any of his visitors or friends.
- 4.1.11 Pay and arrange for the removal of all vermin, pests and insects, if infestation begins during the Term, woodworm and woodboring insects excepted, unless such infestation occurs as a failure of the Landlord to fulfil his repairing obligations.
- 4.1.12 The tenant is not under any circumstances allowed to smoke or allow others to smoke within the property. Should evidence of smoking be found either during or immediately after the tenancy the tenant is fully liable for all costs associated with the cleaning, decoration and replacement of any items to return the apartment to its original state and the complete removal of all smoking stains, smells and other side effects.
- 4.1.13 Should the tenant wish to continue the contract past the initially agreed term a renewal fee of £50.00+vat is payable by the tenant. This fee is none negotiable and is required before the extension will be validated. This fee is payable on fixed term extensions and periodic extensions of any length.

## **4.2 Repairs**

- 4.2.1 Keep the Property including all of the Landlord's machinery and equipment clean and tidy and in good and tenable condition, repair and decorative order, (reasonable wear and tear, items which the Landlord is responsible to maintain, and damage for which the Landlord has agreed to insure, accepted).
- 4.2.2 Not permit any waste, injury or damage to the Property, or make any alteration or addition to the Property or the style or colour of the decorations.
- 4.2.3 Notify the Landlord promptly of any wet rot, dry rot or infestation by wood boring insects.
- 4.2.4 Promptly replace any broken glass where the Tenant, his friends or visitors are responsible for the damage.
- 4.2.5 Undertake promptly any repairs for which the Tenant is liable following any Notice being served by the Landlord or the Landlord's Agent and if the Tenant does not carry out the repairs the Landlord may, after correct written notice, enter the Property, with or without others, to effect those repairs and the Tenant will pay on demand the reasonable costs involved.

## **4.3 The Property**

- 4.3.1 Promptly notify the Landlord in writing when the Tenant becomes aware of:
  - 4.3.1.1 any defect, damage or want of repair in the Property, other than such as the Tenant is liable to repair in 4.2.1 above,
  - 4.3.1.2 any Notices, proceedings or letters relating to the Landlord, the Property or the use of the Property,
  - 4.3.1.3 any loss, damage or occurrence which may give rise to a claim under the Landlord's insurance.
- 4.3.2 Where reasonable to do so, co-operate in the making of any claim under the Landlord's insurance.
- 4.3.3 Use the Property in a tenant-like manner.
- 4.3.4 Clean the windows of the Property as often as necessary and in the last two weeks of the tenancy.
- 4.3.5 Not remove any of the Landlord's possessions from the Property.
- 4.3.6 Not exhibit any promotional poster or Notice so as to be visible from outside the Property.
- 4.3.7 Not cause or unreasonably permit any blockage to the drains and pipes, gutters and channels in or about the Property. Common causes of blockages for which the Tenant would be responsible would include putting fat down the sink, failure to remove hair from plugholes and flushing inappropriate things (such as nappies or sanitary towels) down the toilet.
- 4.3.8 Not assign, underlet or part with or share possession of the whole or any part of the Property without the permission of the Landlord, such permission not to be unreasonably withheld.

- 4.3.9 Not permit any visitor to stay for a period of more than three weeks within any three month period.
- 4.3.10 Permit the Landlord and or his agents or others, after giving 24 hours written Notice and at reasonable hours of the daytime, to enter the Property:
  - 4.3.10.1 to view there state and condition and to execute repairs and other works upon the Property or other properties.
  - 4.3.10.2 to show prospective purchasers the Property at all times during the Term and to erect a board to indicate that the Property is for sale.
  - 4.3.10.3 to show prospective tenants the Property, during the last month of the Term and to erect a board to indicate that the Property is to let.
- 4.3.11 Where the Landlord or the Landlord's Agent have served a valid written Notice of the need to enter to view the state and condition or to effect repairs, the Tenant agrees to them using their keys to gain access within three days of such a request being made, (except in case of emergency when access shall be immediate), if the Tenant is unable to grant access to the Landlord or the Landlord's Agent
- 4.3.12 Not add any aerial, antennae or satellite dish to the building without the Landlord's consent, which will not be unreasonably withheld.
- 4.3.13 Not change the locks (or install additional locks) to any doors in the dwelling house, nor make additional keys for the locks without the Landlord's consent, which will not be unreasonably withheld. All keys are to be returned to the Landlord or the Landlord's Agent at the end of the tenancy.
- 4.3.14 Ensure that the Property is kept secure at all times, locking doors and windows and activating burglar alarms as appropriate.
- 4.3.15 Keep the Property at all times sufficiently well aired and warmed to avoid build-up of condensation and prevent mildew growth and to protect it from frost.
- 4.3.16 Make use of and not block ventilators provided in the Property and report any appearance of damp or mould to the Landlords Agent.
- 4.3.17 Report to the Landlord's Agent any brown or sooty build up around gas appliances or any suspected faults with the appliances.
- 4.3.18 Not use any gas appliance that has been declared unsafe by a CORGI engineer, or disconnected from the supply.
- 4.3.19 Not keep, use or permit to be used any oil stove, paraffin heater or other portable fuel burning appliance, or other appliance against the terms of the insurance of the Property, except as provided by the Landlord.
- 4.3.20 Be responsible for ensuring that any television used is correctly and continually licensed.
- 4.3.21 Not keep motorcycles, cycles or other similar machinery inside the Property except in any defined outside area or garage.
- 4.3.22 Pay for any sterilisation and cleansing of the Property made necessary under the Public Health (Control of Diseases) Act 1984 as a result of a person with a Notifiable Disease having been in the Property during the Term.
- 4.3.23 Pay for any reasonable costs, fair wear and tear excepted, of redecoration or replacement required as a result of the work carried out under clause 4.3.22
- 4.3.24 Perform and observe all valid obligations, a copy of which has been provided to the Tenant, of any headlease or covenant on the Property save for those relating to the payment of rent or service charges and to refund to the Landlord all reasonable costs resulting from all claims, damages, costs, charges and expenses whatsoever in relation to any breach of this obligation.

- 4.3.25 Not keep any vehicle without a valid Road Fund Licence, commercial vehicle, boat, caravan, trailer, hut or shed on the Property.
- 4.3.26 Not affix any Notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause any damage.
- 4.3.27 Not keep any pet, animal, bird, reptile, fish, insects or the like on the Property, without the Landlord's consent, which will not be unreasonably withheld.
- 4.3.28 Not allow children to live in the Property, without the Landlord's consent, which will not be unreasonably withheld.
- 4.3.29 Keep the garden and grounds properly cultivated according to the season and free from weeds, in a neat and tidy condition with the lawns regularly mown and edged, and shrubs and trees pruned but not alter the character or layout of the garden or grounds.
- 4.3.30 Not cause obstruction in any common areas of any building of which the Property forms a part. The Landlord reserves the right to remove or have removed any such obstruction and at his discretion to charge the reasonable costs, payable on demand, on the Tenant for so doing.

#### **4.4 General**

- 4.4.1 Not permit or suffer to be done on the Property anything which may be, or may be likely to cause, a nuisance or annoyance to a person residing, visiting or otherwise engaged in a lawful activity in the locality. This responsibility includes the actions and behaviour of visitors and friends of the Tenant.
- 4.4.2 Not make or permit any noise or play any radio, television or other equipment in or about the Property between the hours of 10pm and 7am so as to be an audible nuisance outside the Property.
- 4.4.3 Not carry on any trade or profession upon the Property nor receive paying guests but use the Property only as a private residence for the occupancy of the tenants named in this contract.
- 4.4.4 Not permit or suffer to be done on the Property anything which may render the Landlord's insurance of the Property void or voidable (i.e. no longer providing cover) or increase the rate of premium for such insurance.
- 4.4.5 Not use or suffer the Property to be used for any illegal or immoral purpose (note, unauthorised taking or possession of controlled drugs is considered to be illegal for the purpose of this clause).
- 4.4.6 Promptly notify the Landlord or Landlord's Agent if the Property becomes the subject of proceedings under the Matrimonial Causes Act 1973 or the Family Law Act 1996 and supply particulars of such proceedings to the Landlord on demand.
- 4.4.7 Have the use of all appliances provided in the Property, as laid out in the inventory save those which are noted as not working. However, should any items require repair, or be beyond repair, the Landlord does not undertake to pay for any costs of repair or to replace the appliance, except those which the Landlord is required by law to maintain.
- 4.4.8 Forward any correspondence addressed to the Landlord and other Notices, orders and directions affecting the Landlord to the Landlord's Agent without delay.
- 4.4.9 Reside in the Property as his only or principal residence. Any change in residence status must be notified to the Landlord's Agent and a new tenancy agreement drawn up if necessary.
- 4.4.10 Not leave the Property vacant for more than 28 days without providing the Landlord with reasonable notice.
- 4.4.11 Check the inventory and report any errors/deficiencies to the Landlord's Agent, returning a copy with any annotations/corrections as necessary within 7 days. If the inventory is not returned to the Landlord's Agent the original copy on record will be taken to be true as of the condition of the property at the commencement of the tenancy.

- 4.4.12 Not change the supplier of utility services without approval from the Landlord or Landlord's Agent. The Landlord will not unreasonably withhold giving approval. If approval is given, the Tenant will provide the Landlord's Agent with the new supplier's details including the Property reference number.
- 4.4.13 Not change the telephone number of the Property without the written permission of the Landlord. The Landlord will not unreasonably withhold permission.
- 4.4.14 Not alter the operation of, or disable, the smoke alarms.
- 4.4.15 Not disable or alter the operation or code of the burglar alarm.
- 4.4.16 Be responsible for maintenance of the burglar alarm and the smoke alarms including checking the smoke alarms every week and replacing non rechargeable batteries every year.

#### **4.5 Insurance**

- 4.5.1 Be responsible for effecting an adequate insurance policy to cover the duration of the tenancy.
- 4.5.2 The Landlord is not providing any insurance cover for the Tenant's possessions.
- 4.5.3 Be responsible for effecting any insurance the Tenant requires for accidental damage to the Landlord's possessions.
- 4.5.4 Be responsible for effecting any insurance the Tenant requires for being re-housed if the property becomes uninhabitable due to flood/fire/any other accident occurring during the tenancy.

#### **4.6 End of tenancy**

- 4.6.1 Yield up the Property at the end of the tenancy in the same good clean state and condition as it was at the beginning of the tenancy and make good, pay for the repair of, or replace all such items of the fixtures, fittings, furniture and effects as shall be broken, lost, damaged or destroyed during the tenancy (reasonable wear and tear and damage for which the Landlord has agreed to insure excepted) or to compensate the Landlord for this damage at their discretion.
- 4.6.2 Return all keys to the Property to the Landlord's Agent by 12 noon on the last day of the tenancy (or sooner by mutual arrangement).
- 4.6.3 Pay for the washing (including ironing or pressing) of all the linen and the cleaning (including ironing and pressing where appropriate) of all blankets, bedding, carpets and curtains which shall be shown by reference to the inventory to have been soiled during the tenancy or arrange the washing and cleaning themselves all at their own expense.
- 4.6.4 Leave the oven in the same state of cleanliness as it is listed in the inventory.
- 4.6.5 Leave the fixtures fittings, furniture and effects at the end of the tenancy in the rooms and places in which they were at the beginning of the tenancy.
- 4.6.6 Remove all rubbish from the Property, except one dustbin or black refuse sack's worth which may be left in the appropriate place for collection, before returning the Property to the Landlord.
- 4.6.7 Pay the reasonable costs, reasonably incurred and which cannot be mitigated, if the Tenant fails to keep the appointment to check the inventory at the end of the tenancy and another has to be scheduled.

### **5 Landlord's obligations**

The Landlord agrees with the Tenant as follows:

- 5.1 To pay all assessments and outgoings in respect of the Property (except those for which responsibility is assumed by the Tenant under this agreement).
- 5.2 To allow the Tenant quiet enjoyment of the Property during the tenancy without any unlawful interruption from the Landlord or any person claiming under or in trust for the Landlord.

- 5.3 To return to the Tenant any Rent paid for any period while the Property is rendered uninhabitable by fire or other risk for which the Landlord has agreed to insure.
- 5.4 That he is the sole owner of the leasehold or freehold interest in the Property and that all necessary consents to allow him to enter into this agreement (superior lessors, mortgage lenders or others have been obtained in writing.
- 5.5 To maintain a comprehensive insurance policy with a reputable company to cover the Property, and the Landlord's fixtures, fittings, furniture and effects (including carpets and curtains), but not including the Tenant's belongings.
- 5.6 That the Landlord will not be responsible for any loss or inconvenience suffered as a result of a failure of supply or service to the Property, supplied by a third party, where such failure is not caused by an act or omission on the part of the Landlord.
- 5.7 The Landlord agrees to provide a copy of the insurance and any freehold or headlease conditions affecting the behaviour of the Tenant.
- 5.8 The Landlord agrees to fulfil his repairing obligations contained within Section 11 of the Landlord and Tenant Act 1985. These are quoted below;
- 11 (a) to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes);  
 (b) to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and  
 (c) to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.

SIGNATURE(S) OF LANDLORD(S) \_\_\_\_\_ DATE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

SIGNATURE(S) OF TENANT(S) \_\_\_\_\_ DATE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

SIGNATURE(S) OF TENANT(S) \_\_\_\_\_ DATE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

SIGNATURE OF WITNESS \_\_\_\_\_ OCCUPATION \_\_\_\_\_

NAME OF WITNESS \_\_\_\_\_

ADDRESS OF WITNESS \_\_\_\_\_