

ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a residential dwelling. TV-1/21/05

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.
- 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 Competition and Markets Authority Guidance on Unfair Contract Terms.

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:

<<SPDATE>>

Landlord(s):

<<LFULLNAME>>

Landlord's Agent:

UNITED LETTINGS GROUP LIMITED

CLAVERING HOUSE

CLAVERING PLACE

NEWCASTLE UPON TYNE

NE1 3NG

Tel: 0191 215 4580 / Email: enquiries@unitedlettingsgroup.co.uk

Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address, tenants are advised to obtain proofs and receipts.

Tenant(s):

<<TYAGNAME>>

Permitted Occupier(s):

<<&PERMITTED OCCUPIER>>

Guarantor:

<<&GUARANTOR>>

Property:

The dwelling known as:

<<PADD1>>, <<PADD2>>, <<PADD3>>, <<PADD4>>, <<PADD5>>, <<PPSTCD>>

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 <<TYTERM>> commencing on <<TYCurSTART>>

Rent:

£<<TYRENT>> <<TYPERWORDS>>

Payment:

In advance by equal payments <<TYPERWORDS>> on the <<TYRENTDAY>>

Deposit:

A deposit of £<<TYDEPFULL>> is payable on signing this Agreement

Section 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. Rental payments must be made on or before the rent due date by standing order or direct debit.

Section 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 possible after the conclusion of the tenancy, less any reasonable costs incurred for the breach of any obligation. The Deposit will be held by the DPS – Deposit Protection Scheme www.depositprotection.com / 0330 303 0030 / The DPS, The Pavilions, Bridgwater Road, Bristol, BS99 6AA.

2.1

The Landlord will carry out a rent review after the initial fixed term or every 12 months whichever comes first.

Section 3 – Rent & Charges

The Tenant(s) agree:

3.1

To pay the Rent on the days and in the manner specified to the Landlord's Agent.

Late Rent

Where the rent remains late for 14 days or more a default fee will be charged. A daily interest rate charge which will be levied at 3% above the Bank of England base rate on the late payment of rent from the date the payment is missed will be charged.

Lost Key or Security Device

The Tenant is responsible for ensuring that they look after the keys for the property throughout the tenancy. If they fail to do so, they will be responsible for covering the reasonable costs of replacement.

Contractual Damages

The Landlord is entitled to recover the costs for any breach of Tenancy and to put the property back in the position it would have been had a tenant carried out all the obligations in their contract (e.g. returning the house in the same condition as which it was found while allowing for fair wear and tear).

Changes to the tenancy Agreement

Where the tenant(s) request a change to the tenancy agreement a charge of £50 will be payable.

Early Termination Fee

Where a tenant(s) requests an early termination and this is agreed by the Landlord rent will be payable as required under the tenancy agreement until a suitable replacement tenant is found. A fee to cover the landlords reasonable marketing and reference costs will also be payable, this fee will be £480.00.

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.

3.3 - Use of The Property

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

3.4

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.

3.5

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

3.6

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.

3.7

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.

3.8

Not to use the Property for any illegal or immoral purposes.

3.9

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

3.10 - Repairs

Not to damage the Property and Contents or make any alteration or addition to the property without the written permission of the Landlord not to be unreasonably refused.

3.11

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. Signs of mould should be cleaned with strong bleach and windows should be kept open to limit the mould causing damage, this is especially important in bathrooms when bathing or showering and in kitchens when cooking.

3.12

To pay the reasonable costs incurred by the Landlord or his Agent as a result of a breach in the tenancy and/or 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.

3.13

That the Landlord or any person authorised by the Landlord or his Agent 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. The Tenant shall permit the Property to be viewed on reasonable notice (of at least 24 hours) at all reasonable times during the final weeks of the tenancy.

3.14

To keep the gardens (if any) driveways, pathways, lawns, hedges and rockeries as neat tidy and properly tended as they were at the start of the tenancy and not remove any trees or plants.

3.15

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.

3.16

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 or his Agent to be met by the Tenant.

3.17

To notify the Landlord or Agent promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property.

3.18

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.

3.19

To take all reasonable precautions to prevent damage by frost.

3.20

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 or Agent.
- c) access to the property must be allowed to carry out the landlord gas test.

3.21

Not to cause any blockage to the drains, pipes, sinks or baths.

3.22

Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent.

3.23

That the Tenant shall be responsible for testing all smoke detectors fitted in the Property on a regular basis and replace the batteries as necessary. We recommend tenants test smoke alarms at least once a week.

3.24 - Other Tenant Responsibilities

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.

3.25

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.

3.26

Within the last two months of the tenancy to permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at reasonable hours in daytime to enter and view the Property with prospective tenants for the purpose of re-letting, having first given the Tenant a reasonable period of notice.

3.26a

Should the Landlord decide to market the Property for sale during the tenancy it is agreed that the Tenant shall grant access to the property having first given the Tenant a reasonable period of notice.

3.27

To properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended and where the Property is left vacant for more than 28 consecutive days and the rent is paid, to notify the Landlord or his Agent, and to allow him access to the property in order to secure it where necessary.

3.28

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, has shown no intention to return, the Tenant is deemed to have surrendered the Tenancy. This means that the Landlord may take over the Property and re-let it.

3.29 - End of Tenancy

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. The property must be cleaned to a very high domestic standard. We would recommend the property is professionally cleaned and proof of the clean by way of an invoice from the contractor provided at the end of tenancy. The Agent will attend the property to undertake an updated schedule of condition based on the original inventory and will

carry out a full check out setting out any issues found which may require further works or repairs and may be charged to the Tenants security deposit(s).

Where the Landlord has agreed for a pet to live in the property the Tenant should refer to the specific pet contract which will accompany the Tenancy Agreement to ensure the terms of the pet contract are followed.

3.30

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.

3.31

To return the keys of the Property to the Agent on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Agent in securing the Property against re-entry where keys are not returned.

Section 4 - The Landlord Agrees With The Tenant that:

4.1

The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent, 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.

4.2

The Landlord will return to the Tenant any rent payable for any period during which the Property may have been rendered uninhabitable by fire or any other risk which the Landlord has insured.

Section 5

Subject to the condition that a Landlord must obtain a court order for possession of the Property before re-entering the premises; if the Tenant does not:

- (a) pay the rent (or any part of it) within 14 days of the date on which it is due; or
- (b) comply with the obligations set out in the agreement.

Then the landlord may re-enter the Property and end the Tenancy.

This right must be exercised in the correct way through the Courts and only the Court can order the Tenant to give up possession of the Property.

Section 6

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

Section 7

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. Joint and several liability means that any one of the members of a party can be held responsible for the full rent and other obligations

under the agreement if the other members do not fulfil their obligations.

Section 8 - The Parties 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

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 at the last known address of the tenant in accordance with section 196 of the Law of Property Act 1925 (see note 5).

Section 9 - Property Maintenance

9.1

Tenants must report all maintenance to the Agent as soon as possible in writing via www.tenantcontact.co.uk, even if the issue may seem minor. Tenants are responsible for the cleaning of mould or condensation within the property, a strong bleach should be used and the issue should not be left to develop. Tenants are responsible for clearing gutters and drains, replacing bulbs and smoke alarm batteries.

9.2

General maintenance will be carried out as soon as possible or whenever the Landlord gives authorisation to the Agent.

9.3

Emergencies will be responded to either same day or within 24 hours. If the Agent deems the issue is not an emergency then the issue will be dealt with within an agreed time scale.

9.4

There are times when the time scales given may not be met due to unforeseen circumstances or issues beyond the Agents control. The Agent will keep the Tenant updated should a delay occur.

9.5

The Agent can be contacted out of hours by calling 0191 215 4567 option 1. Tenants should contact this number if there is an emergency which directly affects the fabric of the building or the Tenants health and Safety. The Agent will respond to this message as soon as possible and within 24 hours.

9.6

The Agent employs third party contractors to carryout work at Landlords properties. Should the contractor damage any item owned by the Tenant the contractor will be fully responsible and any compensation claimed by the Tenant will be directed to the

contractor.

9.7

Should any maintenance issue exceed the agreed expenditure limit the Agent has agreed with the Landlord the Agent will be required to gain authorisation from the Landlord prior to work commencing. In some instances the Landlord may wish to carryout their own maintenance or instruct their own contractors or request further quotes.

9.8

The tenant will be responsible for meeting contractors at the property should they need to visit to carryout maintenance work. The tenant will indemnify the landlord against the landlord's costs for missed contractual appointments. If an issue reported by the tenant is deemed a user fault or no fault is found by the contractor the tenant will be responsible for all costs incurred. Tenants contact details will be passed to contractors when arranging maintenance and Gas tests.

9.9

Where the tenant requires a copy key they will need to pay for the key cutting cost, this varies on the type of key required and will be communicated to the tenant. If keys have been lost the tenant will be required to pay for a new lock and supply the Agent/Landlord with two keys per new lock.

Section 10 - Claiming Housing Benefit

10.1

If the Tenant intends to claim housing benefit and the rent will be late they must make the Agent aware immediately.

10.2

Regardless of a claim being made the Tenant will still owe the full amount of rent as shown in this Agreement under 'Rent' on the date shown under 'Payment'.

10.3

Tenants claiming housing benefit may need a guarantor who is in full time employment and who can meet the financial commitment of acting as guarantor. Should a guarantor be needed before or during the tenancy additional referencing may be required.

By signing this Tenancy Agreement the Tenant(s) named under the section 'Tenant(s)' of this Agreement agree for the Agent to deal with and speak to the local authority dealing with the active benefit claim for all matters including discussions relating to payments, amount awarded and evidence required.

Section 11 – Permitted Occupier

11.1

Where a Permitted Occupier is/are named in the section 'Permitted Occupier(s)' it is agreed that they must adhere to all terms and conditions of this Agreement.

11.2

Should the Tenant(s) named in the section 'Tenant(s)' vacate the property for whatever reason it is agreed that all Permitted Occupiers will also vacate at the same time and they will have no legal right to remain in the property.

Section 12 – Guarantor

12.1

The guarantor(s) (as named on page two of this agreement) will be responsible for all rental costs, late rent fees and any other associated costs should the tenant default on any or all rental payments or breaches of Tenancy. The guarantor will be required to make full payments until either the tenant(s) (as named on page two of this agreement) make full payment of all outstanding arrears and/or the tenancy is brought to an end either at the end of the term or by legal proceedings and eviction. We will automatically collect arrears and late fees from the Guarantor via Direct Debit. The Direct Debit must be active during the entire duration of the tenancy. The guarantor will still be responsible for all outstanding arrears even when the Tenancy ends for whatever reason.

12.2

The guarantor will still be responsible for rent payments and late rent payment charges if the tenant is claiming housing benefit and the claim is delayed for whatever reason.

12.3

The guarantor(s) will be responsible for any charges incurred at the end of the tenancy should the tenant(s) deposit not cover the damage caused at the property. This will also include costs for the replacement of items broken or taken by the tenant(s). This will also include any outstanding rental arrears or late rent payment charges.

The Property is let together with the special conditions listed in the First Schedule attached hereto:

THE FIRST SCHEDULE

Special conditions:

This is a no smoking property, therefore if you intend to smoke you must obtain permission from your Landlord or Agent. If you do not your property bond may be at risk at the end of the tenancy as further cleaning charges may apply.

Notices can be served by the Landlord or Agent on the Tenant by first class mail.

Tenants or their guests are not permitted to use or access the loft space without written approval.

The Landlord will carry out a rent review on an annual basis or at the end of the current fixed term whichever ever comes first. This may result in a rent increase, you will be notified in writing if this is the case.

The Agent will carry out regular inspections of the property and photographs of the property (internal and external) will be taken to document the condition. Inspections are carried out during office hours of 9am to 3pm Monday to Friday only. The Agent will not enter the property if there is an animal present and the tenant is not also present.

All rent must be paid by Direct Debit or standing order in advance unless otherwise agreed in writing.

Your security bond will be returned at the end of your tenancy after an inspection has taken place and we have clarified there are no outstanding utility/service charges or charges due to be deducted from the security bond. Your security deposit will be held with The Deposit Protection Service (www.depositprotection.com).

Early Termination

If the Tenant ends the tenancy early for whatever reason rent will still be due until the fixed term tenancy ends. Tenants will only be released from the tenancy agreement early if the Landlord agrees in writing. If agreed the Tenant will be liable for all rent until a new tenant can be found. The Tenant will have to pay the landlords reasonable marketing and referencing costs, this charge will be £480.00. The tenant will remain responsible for all utility costs and council tax even if they vacate the property before the new tenancy starts. The Tenant will also be responsible for all security at the property. We will require the Tenants full co-operation with viewings so that a new Tenant can be secured at the earliest possible date. Tenants should contact the Agent and request a tenancy surrender form should they wish to end the Tenancy early.

Check Out

On the final day of your tenancy you must be ready to vacate the property. If you require additional packing/moving time this must be agreed in writing with the Agent. United Lettings Group Ltd will meet you at the property on the final day of your tenancy at an agreed time and conduct an inspection; the tenant must be present at the move out inspection. The Agent will collect the keys and any meter keys or car park fobs, all keys and fobs must be returned at this point. It is the Tenants responsibility to arrange to meet the Agent on the agreed move out date at the agreed time, United Lettings Group Ltd will not be responsible if the Tenant can not arrange time off work for the inspection. The Agent will not conduct check-outs on bank holidays, weekends or outside of normal working hours.

If the Tenant has vacated the property before the official tenancy end date it is their responsibility to deliver keys to the Agents office (address can be found on second page of this agreement). We do not advise Tenants to send keys in the post; until we receive keys the Tenant will still be responsible for the property. The final inspection may still take place on the final day of the tenancy even if the Tenant has vacated the property before this date.

Ending The Tenancy (please also see Early Termination)

The Tenancy Agreement may not be terminated during the initial fixed period. If you wish to end the tenancy at the end of the initial fixed term period you must provide at least one months notice in writing. If you terminate your contract after the initial fixed term your one month notice period will begin on the day after your next rent is due and you will be liable for further rent payments as the tenancy will become a statutory periodic tenancy, written notice must be received in writing by the Landlord or Agent. If you wish to terminate your contract at the end of the initial fixed period you must ensure written notice is received by the Landlord or Agent no later than one month before your fixed term tenancy is due to end.

After The Tenancy Has Ended

The Agent will source and replace any items found to be damaged or missing from the original inventory, the charges for items found to be either missing or in a poor condition (except from fair wear and tear) will be deducted from the Tenants bond. If any part of the property requires cleaning, decorating or fixtures and fittings need to be replaced or repaired charges (at cost price) for this will be deducted from the Tenants bond. If any outdoor area at the property, e.g.. gardens, sheds, driveways, etc.. require work to return to the original condition (except fair wear and tear) charges (at cost price) will be deducted from the Tenants bond. The Agent will provide photographic and written evidence of all works

required. If the Tenant disagrees with the charges or work required the Agent will forward the case along with all evidence to the Deposit Protection Service Adjudication service in accordance with current Government legislation.

Anti-Social Behaviour

We treat any behaviour which may cause concern or distress for other residents extremely seriously. Should we receive a complaint we will contact you by telephone to discuss the issue. If we are unable to get a response within a reasonable time or you are unwilling to communicate with us we will forward full details to the local council's anti-social behaviour unit who will then contact you.

Tenants Contact Details

It is the responsibility of all Tenants and Guarantors to ensure the Agent is kept fully informed of any changes to telephone numbers and email addresses while living in the property. Tenants and Guarantors contact details will be passed to contractors when maintenance or Gas Safety Tests are required at the property. Should the owner of the property you are renting request the tenants contact details, including details of credit and reference checks carried out by the Agent, the Agent will pass these details to the owner. The Agent or Landlord will pass the tenants details to the utility companies to ensure charges are directed to those responsible. The Agent subscribes to the Data Protection Act. View our privacy policy at www.tenantcontact.co.uk/assets/privacy-policy.pdf

Insurance

Tenants should arrange their own insurance to protect personal belongings. The Landlords insurance does not cover loss incurred by the Tenant. TV-1/21/05

Signed By the Landlord(s):
(or the Landlord's Agent)

Witness Name:

Address: Clavering House, Clavering Place, Newcastle upon Tyne, NE1 3NG

Occupation: Lettings Advisor for United Lettings Group Ltd

Witness Signature:

Date: / /

Property Address which this tenancy relates:

<<PADD1>>, <<PADD2>>, <<PADD3>>, <<PADD4>>, <<PADD5>>, <<PPSTCD>>

THIS SECTION SHOULD BE SIGNED BY THE TENANTS AND THEIR WITNESS ONLY

Signed By ALL Tenant(s):

The witness is required to sign below - not the tenant

Witness Name:

Address:

Occupation:

Witness Signature:

Date: ____ / ____ / ____

THIS SECTION SHOULD BE SIGNED BY THE GUARANTOR AND THEIR WITNESS ONLY - Only complete section below if a guarantor is required and is named in the Agreement

Signed By the Guarantor(s):

The witness is required to sign below - not the guarantor

Witness Name:

Address:

Occupation:

Witness Signature:

Date: ____ / ____ / ____

Property Address which this tenancy relates:

<<PADD1>>, <<PADD2>>, <<PADD3>>, <<PADD4>>, <<PADD5>>, <<PPSTCD>>