

ASSURED SHORTHOLD TENANCY AGREEMENT

For the letting of a furnished dwelling. This Agreement is intended to create an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988 (as inserted by the Housing Act 1996) and consistent with the Housing Act 2004, and the provisions of the recovery of possession by the Landlord apply accordingly.

All shaded boxes should be completed where applicable. You should read this Agreement carefully before completion. **You are advised to take independent legal advice before signing if you are unclear about any of the terms of this Agreement.** Both the Tenant(s) and the Landlord should keep a complete original signed copy in a safe place for their records.

(PLEASE USE BLOCK CAPITALS)

Name and Address of Landlord	Name
	Address

Name of Tenant(s)	
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Address of Property	
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Description Of Premises	
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Definition **Maximum number of Permitted Occupants is**

Where the context admits
 'The Landlord' includes the persons for the time being entitled in reversion expectant on the tenancy
 'The Tenant(s)' includes the persons deriving title under the Tenant
 References to 'the Property' include reference to any part or parts of the Property.

Term **The Tenancy created by this agreement:**

Begins on:

And

Ends on

Rent	£
Rent Period	Per week/4 week/calendar Month (delete as applicable)
	Water Charge – included / not included (delete as applicable)

Summer Reduction In Rent

That the Rent payable from 20

and until 20

will be at the reduced rate of £ per Rent Period

First payment to be made on day of next the

Agreement 1. The Landlord lets and the Tenant(s) takes the Property for the Term at the Rent payable as above.

2. Single or Joint Liability for Rent and Other Payment(s) or Cost(s)

a) If one Tenant only is party to this Agreement, that Tenant shall be liable for the Rent in the sum recorded above in this Agreement only and for a proper proportion of any other payment or cost arising under the terms of occupation of the Property. Where appropriate, any such proper proportion shall be assessed according to the number of Permitted Occupiers who are liable to pay rent as party to an Agreement(s) in respect of the Property in force at the time that any such other payment or cost arises.

b) If more than one Tenant is party to this Agreement, each Tenant shall be jointly and severally liable for both the Rent in the sum recorded above in this Agreement, for any other payment or cost arising under the terms of this Agreement and for discharging the Tenant(s) Obligations as set out below. In the case of sharing the premises each tenant will be liable for all sums due under the agreement, not just liable for a proportional part. If one or most person fails to pay their proportion the other occupants are obliged to pay the difference.

THE TENANT(S) OBLIGATIONS

3. Payment of Rent and Other Charges

The Tenant(s) agrees with the Landlord that she/he or they will –

a) Pay the Rent at the times and in the manner specified.

b) Perform and observe any obligations on the part of the Tenant arising under the Local Government Finance Act 1992 or regulations made thereunder to pay Council Tax and indemnify the Landlord against such obligation which the Landlord may incur during the tenancy by reason of the Tenant(s) ceasing to be resident in the Property.

c) Pay for all gas and electric light, power and water which shall be consumed or supplied on or to the Property during the Term of this Agreement, the amount of all charges made for the use of the telephone (if any) on the Property during the Term and a proper proportion of the amount of the rental or other recurring charges to be assessed according to the Term.

Damage or Alteration to the Property

d) Not damage or injure the Property or make any alteration to it or addition to it nor any part of the premises without the prior written consent of either the Landlord or Landlords agent. Not do or suffer any act or thing to be done thereon whereby the fire insurance premium might be increased.

e) Preserve the fixtures and effects from being destroyed or damaged, and not remove any of them from the premises.

Maintenance

f) The tenant(S) shall make good all damage and breakages to the property and its contents that may occur during the term, that are the responsibility of the tenant (with the exception of fair wear and tear and accidental fire damage).

g) Keep the drains and pipes of the Property clear, the chimneys swept and the garden (if any) cultivated in the same manner as when it was let.

Preparation before giving up Possession

h) Leave the furniture and effects at the end of the Term of the Agreement in the rooms or places in which they were at the beginning of that Term.

i) The Tenant agrees to keep all linen cleaned and pressed including all bedspreads, blankets, carpets, upholstery and curtains which have been soiled during the tenancy, reasonable use nevertheless to be allowed for. The tenant will ensure that they are returned in the same condition as they were at the start of the Term.

j) On expiry or on the earlier determination of the tenancy deliver up the Property to the Landlord in such condition and state as shall be consistent with the due performance of the Obligations of the Tenant(s) as contained within this Agreement.

Last Day of Tenancy

k) Hand over to the Landlord/landlords agents on the last day of the tenancy whether on its expiry or earlier determination all keys to the Property.

Landlord Access

l) Permit the Landlord or any person authorised by the Landlord in writing to enter the Property at reasonable hours in the daytime on giving 24 hours' notice in writing to the occupier(s) of the Property, for the purpose of viewing its condition and state of repair

m) On giving the tenant at least 24 hours' notice in writing, to allow the landlord, or any person acting on behalf of the landlord, access to view the property, during normal working hours, accompany a prospective tenant or purchaser of the property

Use of the Property

m) Use the Property as and for a private dwelling house only and not carry on or permit to be carried on upon the Property any profession, trade or business.

Annoyance to Neighbours

p) Not to use the premises or allow others to use the premises in a way which causes a nuisance, annoyance or damage to neighbouring, adjoining or adjacent property or to the owners or occupiers of them. This includes any nuisance caused by noise. The Tenant should not cause or permit other occupiers and visitors to behave in such a manner that causes any harassment, intimidation or discomfort to the neighbour(s) or the Landlord with specific reference but not limited to the grounds of colour, race, national origin, religion, gender, disability, sexual orientation.

Pets

q) The tenant must not keep any birds or animals in the property, or allow others to do so without the consent of the landlord. Such consent should not to be unreasonably withheld, or delayed.

Subletting

r) Not assign, sublet or part with the possession of any proportion of the Property, nor take any lodgers or paying guests without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

Statutory Notices

s) Inform the Landlord immediately on receipt of any statutory notice served by a local authority in regard to the Property.

Insurance

t) The landlords insurance does not cover the tenant’s possessions. The tenant is strongly advised to insure their own possessions with a reputable insurer.

Safety and Insurance

u) The tenant must not erect or fit a paraffin or oil burning heater, gas heater or mobile gas heater or keep any dangerous or inflammable goods, materials or substances in or on the premises apart from those required for general household use.

THE LANDLORDS OBLIGATIONS

4. The Landlord agrees with the Tenant(s) rights as follows -

Quiet Enjoyment

(a) The tenant has the right to occupy the premises without interruption or inference from the landlord or any person claiming through or under or in trust for the Landlord for the duration of this tenancy.

Maintenance and Repairs

b) That this Agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985 if applicable to the tenancy. The Landlord agrees to maintain the premises and contents in good repair and to keep in good working order the provisions of electricity, gas, water and sanitation.

Decoration

c) That the Landlord shall be responsible for all internal and external decoration.

Domestic Appliances

d) That the Landlord shall be responsible for the repair of electrical appliances and white goods that he/she supplies. That electrical appliances and white goods are supplied and maintained in good working order.

Tenant(s) Notice

e) That the Landlord will accept 28 days’ Notice in writing of the Tenant(s) intention to vacate the Property before the expiry of the fixed term provided the signature of the Landlord or agent appears in the box which is immediately below and forms a part of this clause.

If that signature does not appear in this box the Agreement will be for a fixed term.

Signature	Date
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Furniture and Furnishings

f) That the Landlord warrants that all soft furnishings beds and mattresses supplied to the premises comply (if appropriate) with the provisions of The Furniture and Furnishings (Fire) (Safety) Regulations 1998.

g) That the Landlord warrants that he/she will comply with the Gas Safety Regulations 1994 as amended by ensuring that a copy of the record in respect of any appliance or flue so checked is given to the Tenant(s) within 28 days of that check being carried out.

Payment of Charges

h) To pay and compensate the Tenant(s) for all assessments and outgoings in respect of the Property, except the Water Charge unless recorded as included under Rent above, except any Council Tax payable under clause 3 b) above and except any charges for the supply of gas or electric light and power and the use of any telephone.

Deposit and Statutory Tenancy Deposit Protection

i) That the £ Deposit of shall be paid by the Tenant(s) on signing this Agreement.

The deposit shall be retained as security for performance of the Tenant(s) Obligations and shall be repayable to the Tenant(s) only after the end of the tenancy.

j) The Deposit shall be collected, safeguarded and administered in strict accordance with the terms of operation of the Tenancy Deposit Scheme named below. The Landlord will provide prescribed information to the Tenant within 14 days of the Deposit being paid.

Tenancy Deposit Scheme

Inventory

k) That the Landlord will supply a copy of an inventory including a list of all furnishings, fixtures and fittings when this Agreement is signed.

Property Unfit for Occupation and Use

l) If the Property shall be destroyed or damaged by fire or other insured risk (not due to the act, neglect or fault of the Tenant(s) so as to be unfit for occupation and use, the Rent is hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Property shall again be rendered fit for occupation and use.

5. Forfeiture of Tenancy

Provided that if the Rent or any part thereof shall be in arrears for fourteen days, whether expressly demanded or not, or in the case of any other serious breach by the Tenant(s) of the terms of this Agreement, the Landlord may apply to the court to re-enter and take possession (subject always to any statutory control of the procedure) and terminate this Agreement without prejudice to his/her rights to recover all unpaid rent and other damages liable through any other breach of the terms of this Agreement. The arrangements for repossession set out in section 21 of the Housing Act 1988 (as amended by the Housing Act 1996) apply.

6. Advisory Notes to Tenant(s)

The Tenant(s) should ensure that whenever the Property is left unattended (even for a short time) all windows and entrance doors shall be closed and all deadlocks or other locks or bolts fitted to such windows and doors shall be fastened securely. The Tenant(s) should take adequate precautions to avoid damage from the freezing and bursting of pipes during the winter months. The Landlord should advise the Tenant(s) in writing of any other action that should be taken during any periods that the Property is left unattended.

7. Address for service of Notice

Notice under Section 48 of the Landlord and Tenancy Act 1987. The Tenant(s) is hereby notified that notices (including notices in proceedings) may be served on the Landlord by the Tenant(s) at the following address:

This must be an address in England or Wales

8. Specified Works

The Landlord agrees to undertake the Specified Works outlined by the Date of Completion given in the box which is immediately below and forms a part of this clause. The Specified Works may be detailed on a separate Schedule of Specified Works and attached to this Agreement by the mutual consent of the Landlord and the Tenant(s). If any such Schedule is attached, it must be explicitly referred to in the box which is immediately below and thereupon it becomes a material part of this Assured Shorthold Tenancy Agreement.

A copy of the Schedule must be physically attached to each original signed copy of this Agreement. Should the Specified Works not be completed in full by the Date of Completion, the Rent will be reduced to the Rent Amount, payable for each and each successive Rent Period, as stated in the box which is immediately below, from and excluding the Date of Completion to and including the last day of the Rent Period in which the Specified Works are completed as agreed.

Specified Works	
Date of Completion	
Rent Amount	£
Rent Period	Per Week / 4 Weeks / Calendar Month (delete as applicable)

SIGNED by the above named (THE LANDLORD)

Signature	Date
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SIGNED by the above named (THE TENANT(S))

Signature(s)

As **Witness** the hands of the Parties hereto the Day and the Year first written above.

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Amended – May 2015