



ASSURED SHORTHOLD TENANCY AGREEMENT
For a 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

The Landlord
("the Landlord")

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 a 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 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 one of the government-authorised tenancy deposit schemes ("The Tenancy Deposit Scheme") within 14 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. [Make an proportionate contribution to the costs of all charges in respect of any electric, gas, water and telephone or televisual services used at or supplied to the Property and Council Tax or any similar property tax that might be charged in addition to or replacement of it during the Term]
 - 3.4. 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)
 - 3.5. 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)
 - 3.6. 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
 - 3.7. Take reasonable care to keep any common entrances, halls, stairways, lifts, passageways and any other common parts clean and fit for use by the Tenant and other occupiers and visitors to the Property.
 - 3.8. 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.
 - 3.9. 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.
 - 3.10. Advise the Landlord promptly of any notice or order made affecting the Property
 - 3.11. Not cause blockage or obstruction 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
 - 3.12. 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 or calor gas fires.
 - 3.13. Keep the garden (if any) neat and tidy and maintained to the same standard as it was at the start of the tenancy
 - 3.14. Be responsible for arranging and paying the premiums for any insurance cover in respect of the Tenant's own personal possessions
 - 3.15. 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
 - 3.16. 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.

- 3.17.** 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)
- 3.18.** Not smoke inside the Property or permit others to smoke
- 3.19.** 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
- 3.20.** 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)
- 3.21.** 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
- 3.22.** 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 48 hours written notice beforehand (except in emergency)
- 3.23.** During the last month of the fixed term (and not later than seven 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
- 3.24.** Before vacating the property, if appropriate, inform all utility companies and arrange for final meter readings. If the Property has had unpaid debts or court judgements due from the Tenant registered against it the Tenant shall do what is necessary to ensure that these are no longer registered against the Property. The Tenant shall be responsible for the Landlords reasonable costs incurred as a result of the Tenants failure to comply with this clause.

3.25. 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

3.26. 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 the items listed on the Inventory (if any) and use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible. The Landlord to provide a copy of the insurance policy to the Tenant.
- 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 14 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

- 4.5. If the property is a flat or maisonette within a larger building then the Landlord will be under similar obligations for the rest of the building but only insofar as any disrepair will affect the Tenants enjoyment of the Property and insofar as the Landlord is legally entitled to enter the relevant part of the larger building and carry out the required works or repairs

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

Ending this Agreement

6. The Tenant cannot normally end this agreement before the end of the fixed term. However after the first three months of 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.
7. 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 months written notice to the Landlord, the notice to expire at the end of a rental period.

8. 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.

Other terms

9. 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
10. 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.
11. 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
12. 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.
13. 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.

14. 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 if they have not been removed within fourteen days of written notice to the Tenant from the Landlord (the notice to be delivered by hand or sent by recorded delivery). After this period 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), and the Tenant shall remain liable for any balance. Any net proceeds of sale will remain the property of the Tenant.
15. 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.
16. 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). 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.
17. 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.
18. 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

Signed as a deed

(The Landlord)

In the presence of

(Name and address of witness)

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(The Tenant)

In the presence of

(Name and address of witness)

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