

AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY

Important Notice

This document contains the Terms of the Tenancy of

It sets out the promises made by the Tenant to the Landlord and vice versa.

You should read this document carefully and thoroughly. You should also ask to be shown copies of any document referred to in this Agreement.

Once signed and dated this Agreement will be legally binding and may be enforced by a court. Make sure that it does not contain Terms that you do not agree with and that it does contain everything you want to form part of the Agreement. Both parties are advised to obtain confirmation in writing when the Landlord gives the Tenant consent to carry out any action under this Agreement.

If you are in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

Initials: _____ (Landlord) _____ (Tenant)

(d) space heating and water heating;
but not other fixtures, fittings, and appliances for making use of the supply of water and electricity. This obligation arises only after notice has been given to the Landlord by the Tenant as set out in clause 10.2.

- 26.4. To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated in clause 26.3 above.

Insurance

- 26.5. To insure the buildings and contents of the Premises under a general household policy with a reputable insurer.
26.6 To provide a copy of the relevant insurance certificate and policy to the Tenant at the start of the Tenancy or as soon as possible thereafter.

Other Repairs

- 26.7. To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Fittings, unless the lack of repair is due to the negligence or misuse of the Tenant, his family, or visitors.

Safety Regulations

- 26.8. To confirm that all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
26.9. To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the Tenancy.
26.10. To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
26.11. To ensure that any electrician carrying out electrical work at the Premises is a member of an approved scheme.

Head Lease

- 26.12. To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Premises are held under a Superior Lease.
26.13. To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.
26.14. To provide a copy of the relevant sections of the Head Lease to the Tenant at the start of the Tenancy.
26.15. To pay all charges imposed by any Superior Landlord for granting this Tenancy.

Other Taxes

- 26.16. To pay, cover and compensate the Tenant for all tax assessments and outgoings for the Premises apart from those specified as the obligations of the Tenant in this Agreement.

Inventory and Check Out

- 26.17. To pay for the making of a fully comprehensive Inventory and Schedule of Condition prior to the commencement of the Tenancy.
26.18. To pay for the cost of checking the Inventory and Schedule of Condition at the start of the Tenancy.
26.19. To pay for the cost of checking the Inventory and Schedule of Condition at the termination of the Tenancy.

Possessions and Refuse

- 26.20. To remove or pay for the removal of all the possessions of the Landlord and any rubbish prior to the start of the Tenancy.

Interrupting or Ending this Agreement

Initials: _____ (Landlord) _____ (Tenant)

The following clauses set out the ways in which this Agreement may be brought to an end by either party. In addition, these clauses set out the procedures which the Tenant or Landlord shall use when the Tenancy is brought to an end.

It is agreed between the Landlord and Tenant as follows:

Ending the Tenancy and Re-entry

27.1. If at any time:

- (a) the Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or
- (b) if any agreement or obligation of the Tenant is not complied with; or
- (c) if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being grounds 2, 8, 10, 11, 12, 13, 14, 15 or 17 are made out (see Definitions);

the Landlord may give written Notice to the Tenant that the Landlord seeks possession of the Premises. If the Tenant does not comply with that Notice the Landlord will bring this Agreement to an end and re-gain possession of the Premises by complying with his statutory obligations; obtaining a court order; and re-entering the Premises with the County Court Bailiff. When the Bailiff enforces a possession order the right for the Tenant to remain in the Premises will end. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant's obligations under this Agreement.

Early Termination

27.2. If the Tenant vacates the Premises during the Term apart from according to any agreed break clause which is included within the Agreement, the Tenant will remain liable to pay Rent and any other monies payable under this Agreement until the Term expires; or the Premises are re-let whichever is earlier.

Removal of Goods

27.3. The Tenant will be responsible for meeting all reasonable removal and/or storage charges, when small items are left in the Premises which can be easily moved and stored; and the Landlord removes them from the Premises and stores them for a maximum of one month. Charges will only be incurred where the Landlord has given the Tenant written notice addressed to the Tenant at the forwarding address provided by the Tenant, or in the absence of any address after making reasonable efforts to contact the Tenant; that items have not been cleared; and the Tenant has failed to collect the items promptly thereafter. If the items are not collected within one month of the Tenant being notified the Landlord may dispose of the items and the Tenant will be liable for all reasonable costs of disposal; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

27.4. The Tenant will remain liable for Rent and other monies under this Agreement when the Premises are left full of bulky furniture, or a large amount of other bulky and heavy discarded items belonging to the Tenant; which may prevent the Landlord residing in, re-letting, selling or making any other use of the Premises until the items are removed from the Premises; or the Landlord or the Agent remove, store, or dispose of the items after giving the Tenant at least 14 days written notice, addressed to the Tenant at the forwarding address provided by the Tenant; or in the absence of any address after making reasonable efforts to contact the Tenant; that they consider the items to be abandoned. The Tenant will be responsible for meeting all reasonable disposal, removal and or storage charges; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

Interruptions to the Tenancy

28.1. If the Premises are destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, Rent will cease to be payable until the Premises are reinstated and rendered habitable; unless the insurance monies are not recoverable (whether in whole or in part) because of any thing done or not done by the Tenant, his family or his visitors; or the insurer pays the costs of re-housing the Tenant. To avoid doubt between the parties the Landlord has no obligation to re-house the Tenant.

28.2. If the Premises are not made habitable within one month, either party may terminate this Agreement by giving immediate written notice to the other party.

Initials: _____ (Landlord) _____ (Tenant)

Ground 8 : both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is (a) at least eight weeks Rent unpaid where Rent is payable weekly or fortnightly; (b) at least two months Rent is unpaid if Rent is payable monthly; (c) at least one quarters Rent is more than three months in arrears if Rent is payable quarterly; (d) at least three months Rent is more than three months in arrears if Rent is payable yearly;

Discretionary Grounds

Ground 10: both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is some Rent outstanding;

Ground 11: there is a history of persistently late Rent payments;

Ground 12: the tenant is in breach of one or more of the obligations under the tenancy agreement;

Ground 13: the condition of the Property or the common parts has deteriorated because of the behaviour of the tenant, or any other person living at the Property;

Ground 14: the tenant or someone living or visiting the Property has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; Or, that a person residing or visiting the Property has been convicted of using the Property, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in or in the locality of, the Property;

Ground 15: the condition of the furniture has deteriorated because it has been ill treated by the tenant or someone living at the Property;

Ground 17: the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by either the tenant or a person acting at the tenant's instigation.

Initials: _____ (Landlord)

_____ (Tenant)

Signatures to the Agreement

DO NOT SIGN THIS AGREEMENT IF YOU DO NOT WANT TO BE BOUND BY IT

SIGNED

By, or for and on
behalf of, the
LANDLORD

SIGNED

FIRST TENANT

SIGNED

SECOND TENANT

SIGNED

THIRD TENANT

SIGNED

FOURTH TENANT

**WITNESS'S
NAME AND
ADDRESS**

Initials: _____ (Landlord)

_____ (Tenant)