

Assured shorthold tenancy agreement

Under part 1 of the Housing Act 1988
As amended under part 3 of the Housing Act 1996

Date

This agreement is between us as landlords Simon Jackson & Patricia Jackson

And you as tenants (individually and together)

First tenants name, home address and telephone number.....
.....
.....

Second tenants name, home address and telephone number.....
.....
.....

Third tenants name, home address and telephone number.....
.....
.....

Fourth tenants name, home address and telephone number.....
.....
.....

Fifth tenants name, home address and telephone number.....
.....
.....

Sixth tenants name, home address and telephone number.....
.....
.....

The Tenants

The rent is £..... every month. You pay rent for 11 months, with one month at half rent. The rent is paid in four stages, the first instalment covers the period from the time the tenancy starts until the 14th of October. The second instalment covers the period from 15th October to the 14th January the next year. The third instalment covers the period from the 15th January to the 14th April. The final instalment covers the period from the 15th April until the end of the tenancy. The rent must be paid in advance, and before any keys are released.

The first instalment of rent is £.....due on the.....

The second instalment of rent is £.....due on the 15th of October 2007

The third instalment of rent is £..... due on 15th January 2008

The fourth instalment of rent is £..... due on the 15th April 2008

A1) We let out the property at:-.....

to you (individually and together if there is more than one of you) as well as the furniture, fixtures and household belongings that are on the list that you and we signed. The amount of rent is shown above, and both you and we must keep to the terms below.

2) You will have the property and furniture for.....months
From.....to 11 am on.....

The tenancy is for twelve months, If at any time, you want to continue the tenancy for a further 12 months, you must inform us in writing before the sixth month of the existing tenancy, or earlier if the landlords request a decision due to high demand.

3) This agreement is an assured shorthold tenancy (as defined in section 19A of the Housing Act 1988). The arrangements in section 21 of the Housing Act 1988 for the Landlord to repossess the property apply to this agreement. This means that you cannot claim any legal rights to stay on once the tenancy has ended and a court order says you must leave. The landlord giving a section 21 notice must give at least two months notice, in writing. For more information, you should consult a Housing Advice Centre, Solicitor or Citizens advice Bureau who will tell you what this means.

4) We will let the property to you (individually and together) and only you will be allowed to live there.

5) No children are allowed to live in the property without our permission, in writing (which we will not unreasonably withhold)

6) No animals are allowed on the property without our permission (which we will not unreasonably withhold)

7) You have to pay a deposit of £.....when this agreement is signed (you will not receive interest on it). You will get it back when this agreement ends and you leave the property, as long as you have kept to all the agreements and conditions and you have paid all the rent and bills properly. If you do not do so, we may take from your deposit any rent legally owed to us, or other money legally owed to us, reasonable compensation if you have broken any of your agreements, or the reasonable cost of making good any damage which is not caused by fair wear and tear. We are entitled to keep the deposit until you have produced satisfactory written proof that you have paid for the utility bills (electricity, gas, water and telephone) for the property. If you fail to do so, we may pay any charges you owe from your deposit. If we cannot agree amounts for any breach, the matter will be decided by the County Court.

8) You cannot use the deposit to pay rent under this agreement.

9) If you owe rent or any other money legally payable to us under this agreement, you will have to pay interest on this amount from the date that it should have been paid. The interest rate is 4% above the base rate used by the Bank of England. This rate may apply before, as well as after, a court judgement has been made against you, depending on the terms of the court judgement.

10) We may keep the keys to the property.

11) The landlord may remove, store, sell or otherwise dispose of any furniture or goods which the tenants refuse or fail to remove from the property at the end of the tenancy. The tenants shall be responsible for all reasonable costs which the Landlord may incur. The landlord shall be entitled to deduct such costs and any monies lawfully due to the landlord from any money realised from the disposal of such furniture or goods.

B You must do the following:-

- 1) Pay rent on the days and in the way we agreed.
- 2) Pay our reasonable costs for sending reminder letters. These will be £20.00 for each reminder.
- 3) Pay our reasonable costs for any cheque that does not clear. These will be £20.00 each time a cheque does not clear.
- 4) Keep the inside of the property in at least as good a condition as it was when the tenancy started (fair wear & tear accepted). Also, at the end of the tenancy, you must leave all the furniture and fixtures in the rooms or places they were in at the beginning of the tenancy.
- 5) Repair any damage that was done deliberately, or that was caused by neglect or carelessness of you or anyone else living in or visiting the property. This includes replacing any broken glass in windows and repairing or replacing any damaged fittings or installations. If you do not repair the damage you are responsible for, we may give you written notice asking you to repair the damage within a reasonable period of time, depending on the repairs that need to be done. If you fail to do this within the period of notice given, we may then enter the property (after giving you 24 hours notice) and carry out the work-you will have to pay us for the reasonable costs of this work.
- 6) Pay for all electricity, gas, water & telephone bills and any Council Tax relating to the property that apply during the period of the tenancy.
- 7) Take reasonable precautions to prevent frost or similar damage to the property. If the property is going to be empty overnight or for more than 12 hours when the weather is likely to be cold, you must leave enough heating on to prevent water systems freezing, or turn off the water supply at the main stopcock and open all other stopcocks and valves in the property to drain the systems of hot and cold water.
- 8) Whenever you leave the property unattended, you must lock all the doors and windows and put the burglar alarm on. You should tell us in writing if the property is going to be empty for more than seven days in a row.
- 9) If you give us notice that you are going to leave the property before this agreement has ended, you must pay our reasonable costs for reletting the property as well as paying the rent until a new tenant moves in.
- 10) Allow us or our agents to come into the property at all reasonable hours of the day to inspect the condition of the property, to carry out repairs or to do other work which we must carry out by law. We will give you at least 24 hours notice if we are going to enter the property. You must let us enter the property immediately if there is an emergency.
- 11) Tell us in writing about any repairs, defects or faults that we are responsible for in the structure or outside of the property, in any installation or in any other area.
- 12) Only park vehicles on your parking space and without causing an obstruction
- 13) Pay the reasonable costs of replacing relevant locks if you lose or fail to return any key.
- 14) Pay any reasonable costs for getting replacement keys.
- 15) Allow possible new tenants and prospective purchasers to look at the property on at least 24 hours notice during periods of high rental demand, and during the last month of the tenancy.
- 16) Be jointly and individually responsible for paying all the rent you have to pay under this agreement and keep to all the terms of the agreement.
- 17) Defrost the refrigerator and freezer when necessary, allowing any ice to naturally melt, and not to use knives or sharp objects to dislodge ice. You will be responsible

for any reasonable cost of making good any damage that is caused because you have not done this.

18) Be responsible for looking after the patio and garden. It must be kept tidy and free from rubbish, and must be properly cultivated with any grass cut regularly. You do not have to improve the garden.

19) At the end of the tenancy, leave the property and our fixtures and fittings in as good a condition as at the start of the tenancy (fair wear and tear excepted) and free from rubbish.

C You must not do the following:-

- 1) Alter or add anything to the outside or the structure of the property, or the furniture, fixtures and household belongings that are on the list you and we signed. You must not bring into the property any furniture fixtures or household belongings which do not meet the Furniture and Furnishings (Fire) safety Regulations. You can get information on these regulations from your local Trading Standards office.
- 2) Anything which may be a nuisance or annoy neighbours. You must not play any CD, radio, record player, television or musical instrument in a way that will cause a nuisance, annoy the neighbours or be heard outside your home between 11 pm and 7:30 am.
- 3) Bring bicycles, motor cycles, and prams into the property without our permission, in writing (which we will not unreasonably withhold)
- 4) Bring any furniture into the house without our permission, in writing (which we will not unreasonably withhold)
- 5) Tamper with any fire precautions.
- 6) Hang pictures or posters on the walls without our permission, in writing (which we will not unreasonably withhold)
- 7) Leave any blue tack or similar adhesive on our walls at the end of the tenancy
- 8) Sublet the property or any part of it, or give up the property or any part of it to someone else.
- 9) Transfer the tenancy to someone else without our permission, in writing, (which we will not unreasonably withhold)
- 10) Carry on any profession, trade or business at the property.
- 11) Allow any shower, bath, washbasin or sink drain outlets to become blocked
- 12) Display any permanent notices at the property.
- 13) Use the property as anything other than a home.
- 14) Block, or allow guests to obstruct, any of the shared areas.
- 15) Dry washing inside the property, except in ventilated rooms suitable for such purposes.
- 16) Use any paraffin or portable gas heater.

D We agree to do the following:-

- 1) Keep the property insured against fire and other comprehensive risks as long as insurance cover is available.
- 2) Let you have free access to the steps, entrance hall, stairs and all shared areas and keep those areas clean, light and in good condition.
- 3) Be responsible for servicing and maintaining any gas heating system and making sure that all gas appliances within the property are checked by British Gas or a Corgi registered technician every year, in line with the Gas Safety (installation and use) Regulations 1994.

- 4) Be responsible for making sure that any furniture we provide keeps to the Furniture and Furnishings (Fire safety) Regulations.
- 5) Give you back any of the rent that you have paid for any period that the property could not be lived in because of fire or any other danger that we are not insured for.
- 6) Keep the structure and outside of the property in good repair.
- 7) Keep the gas, water, electricity, space-heating installations in good repair and proper working order.

If we need to serve any notices on you, we will deliver them by hand or send them to you by first-class post to the property address. This means that notices are served on you once they are put through your letterbox, even if you do not receive them because you have moved. **If you give us another address to send notices to, any notice will be validly served at that address, if it is posted by first class or left for you at that address.**

If you need to serve any notice to us, they must be delivered by hand or sent by first-class post to the following address:-

233 Melton Road, Edwalton, Nottingham NG12 4DB

We may repossess the property if:-

- 1) You fail to pay us any portion of rent 14 days after it is due, whether you have been asked or not
- 2) You (or any of you) become bankrupt
- 3) Any of the grounds listed in schedule 2 of the Housing Act 1988 as amended under the Housing Act 1996 apply (these include not paying rent, breaking the tenancy term and causing a nuisance or annoyance), or the arrangements for us to repossess the property in section 21 of the Housing Act 1988 apply.

We need a court order to repossess the property, you should contact a solicitor, Citizens Advice Bureau or Legal Advice Centre who will tell you what this means.

Our signature as landlords.....

Your signatures as tenants.....

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Witness's signature.....

Witness address.....

Witness occupation.....

Additions:-