

# ASSURED SHORTHOLD TENANCY AGREEMENT

For a furnished dwelling house within the meaning of the Housing Act 1988 as amended by the Housing Act 1996

**THIS AGREEMENT IS MADE BETWEEN:**

Landlord(s): Mr Ralph Sanders  
Address: 94 Spa Road, Weymouth DT3 5ER  
Telephone Daytime: 07968 288348  
Telephone Evening: 07968 288348  
Email: ralph@gingerbreadhomes.co.uk

**Notices:** Notices should be served on the Landlord at the address specified above for the Landlord, or by email to the email address above

**AND**

**Student ID**

**Tenant(s):**  
(see note below) Tenant 1:

Tenant 2:

Tenant 3:

Tenant 4:

Tenant 5:

Tenant 6:

**AND IS MADE IN RELATION TO THE PROPERTY AT:**

**Property:**

**Contents:** Together with the furniture, furnishings and any other items set out in the inventory and schedule of condition to be documented in an Inventory at the start of the lease

**Garden:** With use of the gardens located at the front and rear of the property

**NOTE:** All Tenants will be jointly and severally liable for the Tenant's obligations contained within this Agreement. In the event of non-payment of Rent and/or other breach of the Agreement, any individual Tenant or group of Tenants may be pursued. This means that legal action may be brought against any one or any group of the Tenants. Notice to leave by any individual Tenant will also end the tenancy for all Tenants. The group of Tenants shall be known collectively as "The Tenant" throughout this Agreement.

Landlord Initials: .....

Tenant Initials: .....

**THE MAIN TERMS OF THE AGREEMENT ARE:**

**No. of Permitted Occupiers:** The maximum number of people permitted to occupy the Property is: ( ?)

**Term:** A FIXED TERM of 51 weeks commencing on and including XXXXXXXX to and including XXXXXXXX

**Rent:** The Rent is £XXXXXX per week and is payable in the following instalments:

11 equal monthly instalments of £XXXXXX with the first payment being due no later than XXXXXXXX and monthly thereafter on the XXXX of every month up to and including XXXXXXXX.

If the Tenant stays on after the end of the fixed term without having signed a new tenancy agreement or renewal form, the rent will increase to £XXXXXX per calendar week (the higher rent), payable in advance on the payment date.

Payments are to be made by electronic bank transfer to the following account:  
XXXXXXXXX XXXXXXXXXXXXX XXXXXXXXXXXXX

**Utility, Council Tax and Service Charges:** Water charges: *Included in the rent*  
Council Tax (or similar charge which replaces it): *To be paid by the Tenant*  
Gas: *Included/ Excluded in the rent (inclusive optional )*  
Electricity: *Included/Excluded in the rent (inclusive optional)*  
Television licence: *Included in the rent*  
Telephone: *To be paid by the tenant*  
Broadband: *Included in the rent*

**Deposit:** No Tenancy Deposit is taken

**Right to Rent:** The Landlord is required by law to carry out checks on all prospective occupiers (including named tenants and all adult occupiers who are not named tenants) to ensure that they have the right to rent property in England. If these checks have not been carried out at the time this agreement is signed, then this agreement is conditional upon Right to Rent checks showing that the Tenant and all members of their household (as listed above) have a right to rent. If the Tenant is unable to satisfy these checks then this Agreement will not take effect.

**Further if the right to rent checks prove unsatisfactory and this agreement does not go ahead, the Landlord will be entitled to compensation (as it will be necessary to find new tenants) limited to the value of one month's rent plus any expenses incurred by the Landlord for example (but not limited to) reference and other checking expenses.**

Landlord Initials: .....

Tenant Initials: .....

**Change of individual joint tenant:** Individual joint tenants cannot end their individual liability under this agreement unless the Landlord and the other joint tenants agree. This means that the individual Tenant will be responsible for the rent even if they are no longer living in the property.

If an individual joint tenant wishes to leave, and if both the landlord and the other joint tenants agree to this, it may be necessary for a new tenancy agreement to be signed by the remaining tenants and any incoming replacement tenant, or for a Deed of Assignment to be signed by all. If there are guarantors, new deeds of guarantee will also need to be prepared and signed by the guarantors. We reserve the right to charge a fee of up to £50 (inclusive of VAT) or if higher, the actual cost to us of dealing with the change of tenant. For example (but not limited to) the costs of advertising for a replacement tenant, referencing applicants, arranging for a new inventory to be prepared and checked with you and the incoming tenant, dealing with payment to the outgoing tenant of a proportional part of any deposit and the collection of a proportional part of the deposit from the incoming tenant, registering the changes with our tenancy deposit scheme, preparing a new tenancy agreement (and if relevant deeds of guarantee) and arranging for signature.

The terms of this agreement will continue to apply until the new tenancy agreement (and if relevant, deeds of guarantee) are signed and all individual joint tenants (including the outgoing tenant) will remain liable, for example for payment of rent, under this agreement until this has been done.

**NOTE:** You should not sign this agreement unless you are sure you understand it. Read it carefully. If there is anything you do not understand, you should speak to a solicitor, or a reputable advice agency such as Shelter or the Citizens Advice Bureau (CAB), who will explain it to you.

**This is an important legal document and you should keep it safe.** If anything goes wrong with your tenancy you will need it, particularly if you have to go to court.

Landlord Initials: .....

Tenant Initials: .....

## 1 Tenant's Obligations

**The Tenant hereby agrees with the Landlord as follows:**

- 1.1 Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any visitor to do or not to do the same thing.

### **Rent and Charges**

- 1.2 To pay the Rent at the times and in the manner specified in The Particulars whether or not it has been formally demanded.
- 1.3 To pay the Utility, Council Tax (or similar charge which replaces it) and Service Charges as specified in The Particulars.
- 1.4 During the term, the Landlord will pay all the property taxes, utility and service bills which are set out above. However, as set out below, the Landlord will be entitled to ask the Tenant to pay an extra sum if the money paid by us for any of these charges which are Permitted Charges exceed the bills allowance. If this happens The Landlord must ask the Tenant in writing for the extra payment. The Tenant will be entitled to see the relevant utility or other bills concerned to check that the amount the Landlord is asking is fair, before payment of the money, but this must be requested in writing.

### **Use of the Property**

- 1.5 To occupy the Property as the Tenant's only or principal home.
- 1.6 Not to assign or sublet or part with or share possession of the Property or any part of it, or to allow the Property to be occupied by more than the maximum Number of Permitted Occupiers, without the express written permission of the Landlord (which will not be unreasonably withheld). If permission is granted the Landlord will be entitled to charge a fee of not more than £50 (inclusive of VAT) and a condition of their agreement may be that the rent is increased to cover the additional wear and tear at the property
- 1.7 Not to carry on in the Property any trade profession or business or receive paying guests or exhibit any poster or notice board so as to be visible from the exterior of the Property or use the Property for any other purpose other than a private residence for the Tenant and (if a Garage or Parking Space is specified in the Particulars) for the storage of a private motor car.
- 1.8 Not to use the Property for any immoral, illegal or improper purposes.
- 1.9 Not to do or permit to be done on the Property anything that may reasonably be considered to be a nuisance or annoyance to the Landlord or the owner or occupiers of any adjoining property.
- 1.10 Not to make any noise or play any radio television audio equipment or musical instrument in or about the Property so as to cause nuisance or annoyance to neighbours or other adjoining residents or people in the immediate area and in particular to avoid causing unreasonably loud noise between the hours of 11pm and 7am.
- 1.11 Not to change the supplier of the Utilities and Services without the express written permission of the Landlord.

Landlord Initials: .....

Tenant Initials: .....

- 1.12 Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Property. This includes the installation of any pre-payment meter.
- 1.13 Not to do or suffer to be done anything that might impair the operation of the fire safety systems including fire alarm, emergency lighting or fire-stop doors.
- 1.14 Not to do or suffer to be done anything that might impair the security of the property or to vacate the property, even temporarily, without adequately securing it using the locks provided.
- 1.15 Not to bring into the Property any furniture or furnishings or other personal effects that do not meet the safety standards of the Furniture and Furnishings (Fire Safety) Regulations 1988/1989, 1993 and 2010.
- 1.16 Not to obstruct the common parts of the Building or any Shared Facilities or any Fire Escape Routes or keep or leave anything in them.
- 1.17 Not to smoke or to permit a visitor to smoke tobacco or any other substance in the Property.
- 1.18 Not to keep any dangerous or inflammable goods, materials, or substances in or on the Property apart from those required for general household use.
- 1.19 Not to install, take into, use or keep in the property any heater or like object, and not to burn candles or have any naked flame in the Property.
- 1.20 Not to keep any animals, reptiles, insects, rodents or birds at the premises without the express permission of the Landlord (which will not unreasonably be withheld).
- 1.21 Not to block or cause any blockage to the drains and pipes, gutters and channels in or about the Property.
- 1.22 Not to erect external aerials or satellite dishes.
- 1.23 Not to bring in to the Property any electrical equipment which does not comply with relevant UK electrical regulations.
- 1.24 To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Property that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the tenancy.
- 1.25 To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated and avoiding drying clothes on clothes airers in bedrooms.
- 1.26 Read and comply with the insurance conditions for the property.
- 1.27 Read and comply with any terms of use and acceptable use policy for internet access specified by the service supplier. Links to the relevant pages will be supplied on written request.
- 1.28 Not to cook or allow cooking in any room except the designated kitchen.

Landlord Initials: .....

Tenant Initials: .....

1.29 Provide to the Landlord alternative address and contact details for each of the Tenants, and notify the Landlord of any change to these details.

**Leaving the Property Empty**

1.30 The Tenant shall give the Landlord written notice in advance if the property is to be left unoccupied for more than 7 days.

**Condition of the Property**

1.31 The Tenant acknowledges that the Inventory signed at the commencement of this Agreement is a true and accurate record of the Property and the Contents, including their condition, at the beginning of the Tenancy.

1.32 Not to damage the Property or make any alteration in or addition to it or the electrical or plumbing system or decorate or change the style or colour of the decoration without the express permission of the Landlord.

1.33 To keep the interior of the Property and the Contents in clean, safe and hygienic condition throughout the Tenancy, and to return the Property and the Contents in the same condition, cleanliness, repair and decoration, as at the start of the Tenancy with allowance for fair wear and tear.

1.34 Not to remove any of the Contents from the Property.

1.35 To keep the garden in the same character; rubbish free and in good order.

1.36 To notify the Landlord or Agent as soon as reasonably possible, having regard to the urgency of the matter, of any defect in the Property which comes to the Tenant's attention.

1.37 Where the Property includes Shared Facilities, to take proper care of the Contents and clean as appropriate after use.

1.38 To notify the Landlord if any light bulbs, fluorescent tubes, fuses or batteries require replacement, promptly and when necessary.

Landlord Initials: .....

Tenant Initials: .....

**Waste and Refuse**

- 1.39 To keep the exterior free from rubbish and place all refuse containers etc. in the allocated space for collection on the day for collection, and to comply with the Manager’s reasonable written instructions for the storage within the property of refuse and household waste.
- 1.40 To undertake disposal of refuse by placing refuse in the receptacles provided and in particular comply with any local authority recycling policy by using the correct containers provided for that purpose. In the case of any dustbins to ensure that all general rubbish that cannot be recycled is placed and kept inside a plastic bin liner before placing in such dustbin.

**Letters and Notices**

- 1.41 To forward to the Landlord any notice order or proposal affecting the Property or its boundaries to the Landlord within 7 days of receipt of any notice, order or proposal.
- 1.42 To forward to the Landlord all correspondence addressed to the Landlord at the Property to the Landlord within 7 days of receipt.

**Access to the Property**

- 1.43 To permit the Landlord or the Agent or other persons authorised by them: at all reasonable times after giving the Tenant at least twenty-four hours written notice (except in an emergency):
  - 1.43.1 To enter the Property to examine the state and condition of the Property and Contents and to carry out repairs or maintenance to the Property or Contents and afford them all facilities so to do;
  - 1.43.2 To enter and view the Property with prospective occupiers;
  - 1.43.3 To enter the Property to clean it or part of it if the Tenant breaches Clause 1.33 or Clause 1.37.

**Keys and Alarm Codes**

- 1.44 The Landlord and/or Agent shall hold a set of keys and that the Tenant shall not install or change the door locks or alarm codes, without the express written permission of the Landlord (which will not be unreasonably withheld).
- 1.45 Not to have any keys cut for the locks to the Property without the express written permission of the Landlord (which will not be unreasonably withheld).
- 1.46 If the Tenant loses a key they will pay a Default Fee of £30, or such additional amount as may be reasonably incurred by the Landlord in remedying the loss to ensure that the security of the house is maintained at the same level as before the loss.
- 1.47 The tenant is responsible for looking after the keys and any security device at the property during the tenancy. If the tenant fails to do so, the tenant is responsible for the reasonable costs properly incurred as a result.

Landlord Initials: .....

Tenant Initials: .....

**Insurance**

- 1.48 The Landlord shall insure the Property and Contents to their full value against loss or damage by the Insured Risks and shall provide a copy of the insurance cover to the Tenant if requested. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure the Tenant's own possessions with a reputable insurer.
- 1.49 Insured Risks are defined as: fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure from time to time and Insured Risk means any one of the Insured Risks.
- 1.50 If the property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then unless the damage or destruction was caused by wilful actions, negligence or default of the tenant, payment of the rent shall be suspended until the property is fit for occupation and use.

**At the end of the Tenancy**

- 1.51 At the end of the Tenancy the Tenant agrees to:
  - 1.51.1 Give up the Property with vacant possession;
  - 1.51.2 Give up the Property and the Contents in the same state of cleanliness, condition and decoration as it was at the commencement of the Tenancy (fair wear and tear excepted) and pay for the repair or replacement of those items damaged or lost during the Tenancy which were the Tenant's responsibility in this Agreement;
  - 1.51.3 Leave the Contents in the respective positions that they occupied at the commencement of the Tenancy;
  - 1.51.4 Return all keys to the Landlord;
  - 1.51.5 Remove all rubbish and personal possessions from the Property.
- 1.52 Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the property at the expiry or sooner termination of the tenancy shall be deemed to have been abandoned. Provided the Landlord has given notice to the Tenant, or where the Tenant cannot be found after reasonable steps have been taken to trace the Tenant, the Landlord can dispose of such goods as they think appropriate 14 days after the service of said notice or 14 days after the end of the tenancy if the Tenant cannot be found and the costs of disposal shall be deducted from the proceeds of the sale of the items.
- 1.53 To allow the Landlord or Agent to erect a reasonable number of "for sale" or "to let" signs at the Property including a poster displayed in the downstairs front window.

Landlord Initials: .....

Tenant Initials: .....

## 2 Landlord's Obligations

The Landlord hereby agrees with the Tenant as follows:

- 2.1 To pay all assessments and outgoings in respect of the Property, which are the responsibility of the Landlord.
- 2.2 To allow the Tenant to quietly possess and enjoy the Property during the Tenancy.
- 2.3 To return to the Tenant a reasonable proportion of the Rent payable for any period while the Property is rendered uninhabitable by fire or other insured risk except where the destruction or damage is caused by the Tenant or their visitors.
- 2.4 To ensure that gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Gas Safety Check Certificate will be given to the Tenant before the commencement of the Tenancy.
- 2.5 To ensure that all the furniture and equipment within the Property for which the Landlord(s) is responsible complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 2.6 To carry out promptly any repairs which are the Landlord's responsibility.

## 3 Interest on Rent Arrears

- 3.1 The Tenant shall pay interest at the rate of 3% above the Bank of England Base Rate upon any Rent or other monies due under this Agreement which is more than 14 days in arrears in respect of the date from when it became due to the date of payment.

## 4 Termination

- 4.1 If the Tenancy is a Fixed Term Tenancy, the Landlord may serve on the Tenant at least 2 academic terms notice in writing under Section 21(1)(b) of the Housing Act 1988 (as amended) to expire on the last day of the fixed Term.
- 4.2 If the Tenancy has become a Periodic Tenancy it may be terminated by:
  - 4.2.1 The Landlord serving the Tenant at least two academic terms' notice in writing under Section 21 (4) (a) of the Housing Act 1988 (as amended)
  - 4.2.2 The Tenant giving written notice of at least one academic term.
- 4.3 If there be a breach of any of this Agreement by the Tenant the Landlord may serve Notice in accordance with Section 8 under any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended).
- 4.4 If the Rent or any part shall be in arrears for at least 21 days after it shall have become due (whether legally demanded or not) or if there shall be a breach of any of this Agreement by the Tenant the Landlord may re-enter the Property (subject to the Landlord obtaining a Court Order for Possession) and immediately thereon the Tenancy shall terminate without prejudice.

Landlord Initials: .....

Tenant Initials: .....

**5 Legal costs**

5.1 If the tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the tenant shall pay any reasonable costs properly incurred by the landlord in remedying such breaches or in connection with the enforcement of those obligations.

**6 Notices**

6.1 Any notice to the landlord sent under or in connection with this agreement shall be deemed to have been properly served if: (a) sent by first class post to the Landlord's address given in the parties' clause (b) left at the Landlord's address given in the parties' clause or sent to the Landlord's email address stated in the parties' clause.

6.2 Any notice sent to the Tenant under or in connection with this agreement shall be deemed to have been properly served if (a) sent by first class post to the Property, (b) left at the Property; or sent to the Tenants' email addresses stated in the parties' clause.

**7 Consents**

7.1 The Landlord confirms that all necessary consents have been obtained to enable the Landlord to enter into this Agreement (whether from Superior Landlord, Lenders, Mortgagees, Insurers, or others).

**8 Data Protection**

8.1 The Tenant hereby consents to the Landlord and/or the Agent processing any information or personal details on or of the Tenant as defined in the Data Protection Act 2018.

8.2 The Tenant agrees that the Landlord or Agent may pass on the Tenant's forwarding address and/or other personal information to utility suppliers, local authority, any credit agencies, or reference agencies and for debt collection.

Landlord Initials: .....

Tenant Initials: .....

**Signed as an Agreement Dated:** \_\_\_\_\_

**THE LANDLORD**

Landlord's signature:

**TENANT 1**

Tenant's signature:

**TENANT 2**

Tenant's signature:

**TENANT 3**

Tenant's signature:

**TENANT 4**

Tenant's signature:

**TENANT 5**

Tenant's signature:

**TENANT 6**

Tenant's signature:

Landlord Initials: .....

Tenant Initials: .....