

ASSURED SHORTHOLD TENANCY AGREEMENT

**For letting furnished or unfurnished residential accommodation
on an Assured Shorthold Tenancy
Within the meaning of the Housing Act 1988 as amended by the Housing Act 1996**

THE PARTICULARS

Dated

The Landlord

The Landlord/Agent

32 St George's Place, Canterbury, Kent CT1 1UT
Tel: (01227) 459888
Monday – Friday, 9am – 5pm

The Tenant(s)

1.
2.
3.
4.
5.
6.
7.

The Property

With the use of the following shared facilities (if any) lounge, kitchen, bathroom.

a FIXED TERM monthly tenancy commencing at 12 noon on the 1st July 2012

and ending at 12 noon on the 26th June 2013

The Total Rent Payable in advance per month is £.....

Summer Rent is not applicable/applicable for July and August then the rent for each month is £.....
(house rent) if unoccupied.

Council Tax - Excluded

Electricity, Gas, Water Supply and Disposal is Included

and is payable as indicated in the Management Regulations

The maximum number of people residing in the Property is

No Deposit is required, however a Guarantor is required who resides in the United Kingdom. In the event of a suitable Guarantor not being available then the last three months rent is to be paid upon signing this Agreement.

The group of Tenants shall be known collectively as "The Tenants" throughout this Agreement.

1. **The Tenant Will**

- 1.1 Pay the rent at the times and in the manner specified together with the cost of all services and charges additional to the rent as shown above, whether formally demanded or not.
- 1.2 Not make any noise or play any radio television audio equipment or musical instrument in or about the Property so as to cause nuisance to neighbours or other residents or people in the immediate area.
- 1.3 Not damage the Property or the Building 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 written permission of the Landlord/Agent and to use the Property in a tenant-like manner.
- 1.4 Keep the interior of the Property and the Landlord's Contents in the same condition, cleanliness, repair and decoration, as at the start of the tenancy as detailed in the inventory/record of condition with allowance for fair wear and tear.
- 1.5 Not remove any of the Landlord's Contents from the Property.
- 1.6 Permit the Landlord or the Landlord's Agent or workmen at reasonable hours in the daytime by giving the tenant(s) 24 hours notice (except in an emergency)
 - 1.6.1 To enter the Property to examine the state and condition of the Property and Contents or to carry out repairs to the Property Contents or Building and afford them all facilities so to do.
 - 1.6.2 To enter and view the Property with prospective tenants.
- 1.7 Not sublet or part with or share possession of the Property or any part of it without the Landlord/Agent's written consent for which a non refundable administration fee of £175 will be charged, such consent not to be unreasonably withheld.
 - 1.7.1 Nor allow the Property to be occupied by more than the maximum number of permitted persons.
- 1.8 Not 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(s) and (if a garage is included with this property) for the storage of a private motor car.
- 1.9 Not use the Property for any immoral, illegal or improper purposes.
- 1.10 Not do or permit to be done on the Property anything that may reasonably be considered to be a nuisance or annoyance to the Landlord, other Tenants or the owner or occupiers of any adjoining premises.
 - 1.10.1 Not do or permit to be done on the Property anything that may invalidate any insurance of the Property against fire or otherwise or increase the ordinary premium for such insurance.
- 1.11 Notify the Landlord or his Agent forthwith by telephone (which shall be confirmed in writing within 24 hours) of any defect in the Property which comes to the attention of the Tenant(s) and which is the responsibility of the Landlord to repair and to pay to the Landlord all liability which may be incurred by the Landlord as a result of any such defect not having been notified by the Tenant(s) to the Landlord.
- 1.12 Not install or change any door locks or alarm codes and agree that the Landlord/Agent shall hold spare sets of keys.
- 1.13 Unless written comments or amendments are received by the Landlord/Agent within 14 days of Tenancy commencement the Tenant acknowledges that the Inventory/Schedule of Condition supplied and forming part of this Agreement is a true and accurate record of the Landlord's items within the Property, including their condition, at the beginning of the Tenancy.

- 1.14 Comply with any Management Regulations attached to and forming part of this Agreement or which the Landlord may make for the Building or any part of it.
- 1.15 Strictly comply with all statutory requirements upon the Tenant(s) in respect of the Property and Contents.
- 1.16 Not change the supplier of any utilities (e.g. gas, water, electricity) or services without first obtaining the written permission of the Landlord/Agent.
- 1.17 Pay all Council Tax due.
- 1.18 At the end of the Tenancy
 - 1.18.1 give up the Property with vacant possession
 - 1.18.2 give up the Property and the Landlord's Contents in the same condition and decoration as they were at the commencement of the Tenancy (reasonable 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.
 - 1.18.3 leave the Landlord's Contents in the respective positions that they occupied at the commencement of the Tenancy
 - 1.18.4 pay for the washing or cleaning of carpets, upholstery and any other part(s) of the Property or Contents which shall have been soiled during the Tenancy and required to be cleaned and replace all broken glass and make good. Stains to mattresses by the tenants normally results in replacement mattresses at the tenants expense.
 - 1.18.5 return all keys to the Landlord/Agent.
- 1.19 Not obstruct the common parts of the Building or any Shared Facilities or keep or leave anything in them
- 1.20 Not to keep any dangerous or inflammable goods, materials or substances in or on the Property apart from those required for general household use.
- 1.21 Not to keep or allow any domestic animals, birds or reptiles at the Property without the prior written consent of the Landlord.
- 1.22 Keep the exterior free from rubbish and place all refuse containers etc. in the allocated space for collection on the day of collection.
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.
- 1.23 Not block or cause any blockage to the drains and pipes, gutters and channels in or about the Property.
- 1.24 If the Tenant is in receipt of Housing Benefit then the Tenant shall request the Housing Benefit Office to pay all monies direct to the Landlord and in the event that any monies have to be repaid by the Landlord to the Local Authority at any time the Tenant will pay and make good the same amount to the Landlord.
- 1.25 Not erect external aerials or satellite dishes without obtaining the written consent of the Landlord, which will not be unreasonably withheld.
- 1.26 Not bring into the Property any electrical equipment which does not comply with current United Kingdom electrical regulations.

- 1.27 Not bring into the Property any furniture or furnishings and other personal effects that do not meet the required safety standards.
- 1.28 Not install any gas appliances unless authorised by the Landlord and fitted by a registered Gas Safety installer and provide a current inspection certificate.
- 1.29 To be solely and fully responsible for any damage caused to the Property and Landlord's Contents as a result of the operation of the tenants own washing machine.
- 1.30 Replace any long life light bulbs, fluorescent tubes, fuses or batteries in any equipment, such as Smoke detectors and light fittings, promptly and when necessary, so as to ensure proper and safe operation of any appliances.
- 1.31 Any goods or personal effects belonging to the tenant or members of the Tenant's household which shall not have been removed from the premises within 28 days after the expiry or sooner termination of the tenancy shall be deemed to have been abandoned. Provided the Landlord has given written 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 he thinks appropriate, charges apply at £20.00 per day.
- 1.32 The Tenant is strongly advised to take out insurance with a reputable insurer for the Tenant's possessions as they will not be covered by insurance effected by the Landlord.
- 1.33 Smoking of any kind i.e. cigarettes, cigars, pipes, other, is **not permitted** in any internal area of the building.

2. **The Landlord Will**

- 2.1 Pay all assessments and outgoings in respect of the Property, which are the responsibility of the Landlord.
- 2.2 Insure the Property against the usual insured risks with the right to claim any policy excess incurred as a result of a claim attributable to the Tenant(s) actions.
- 2.3 Allow the Tenant(s) to quietly possess and enjoy the Property during the Tenancy without interruption from the Landlord/Agent so long as the Tenant(s) pay the rent and perform the other obligations of the Agreement.
- 2.4 Return to the Tenant any rent payable for any period while the Property is rendered uninhabitable by fire or other insured risk (the amount in case of dispute to be settled by arbitration) except where the destruction or damage is caused by the Tenant or his/her visitors.
- 2.5 Ensure that all the furniture, furnishings and equipment within the Property complies with the Fire Safety Regulations 1988 as amended in 1993.
- 2.6 Ensure that gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be given to the Tenant(s) at the commencement of the Tenancy.

3. **Rent Arrears/Breach of Tenancy:**

- 3.1 If there are two or more tenants, they will be held "jointly and severally liable" in their obligations contained within this Agreement. This means that legal action may be brought against any one or any group of the Tenant(s) for the obligations of the other Tenant(s). The group of Tenants shall be known collectively as "The Tenant" throughout this Agreement.
- 3.2 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 the agreements by the Tenant(s) the Landlord/Agent may re-enter the Property (subject always to any statutory restrictions on the power of the Landlord to do this) and immediately thereon the tenancy shall terminate without prejudice to the other rights and remedies of the Landlord.

- 3.3 The Tenant(s) shall not withhold payment or Rent or any other monies payable under this Agreement on the grounds that the Landlord is or may be in breach of any of his obligations to the Tenant(s) whether under the terms of this Agreement or imposed by statute or otherwise.
- 3.4 The Tenant shall pay interest at the rate of 4% above the base lending rate of Barclays Bank PLC 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.
- 3.5 The Tenant shall pay full costs of:
- 3.5.1 The preparation and/or service of any Notices or letters relating to breaches by the Tenant(s) of this Agreement including letters concerning arrears of Rent (see 3.5.2 below)
- 3.5.2 The following charges will be levied on the Tenant in relation to non payment or late payment of rent. Charges are payable within 7 days of notification.
- 3.5.3 £30 for any cheque, Standing Order, credit or debit payment which is recalled, referred, represented or stopped.

<u>Type of Contact</u>	<u>Number of Days Following Due Date</u>	<u>Charge</u>
Telephone Call/Text	Day 2 and any subsequent days thereafter	£5.00
1 st Letter, Telephone Call, Email or Text	Day 7 Onwards	£30.00
2 nd and any Subsequent Letters or Emails	Day 10 and on any other day up to the end of the period for which rent is due	£30.00
Visit to Premises	Day 15 onwards	£60.00
Preparation and Service of letters or Notices relating to Tenant(s) breaches under terms of this Agreement	Minimum of 6 days after rent becomes due	£260.00 per hour

- 3.5.4 All rent is due for payment on the 1st of each month or as agreed, in writing, by the Landlord/Agent. Any monies outstanding beyond this period may be referred to a debt recovery agency and will be subject to a surcharge of at least 15% (or more) plus VAT to cover the collection of costs incurred. This surcharge, together with all other charges and legal fees incurred, will be the responsibility of the Tenant(s) and will be legally enforceable.
- 3.5.5 The cost of repairing, decorating or cleaning the Property or the Landlords Contents so they are to the same standard as at the commencement of the Tenancy (reasonable wear and tear excepted).
- 3.6 Not communicate a lie or say or do or fail to do anything which might knowingly or be likely to cause the Landlord to suffer disrepute or dissuade or put off prospective tenants except as provided by law.

4. **Termination**

- 4(a) The Landlord serving the Tenant at least two months notice in writing under Section 21(4)(a) of the Housing Act 1988 (as amended) and expiring on the last day of a period of the Tenancy
- 4(b) The Tenant giving written notice of at least four weeks and expiring at the **end of the rental period (end of Tenancy Agreement) and not before**

4.1 If the Tenancy is a fixed term Tenancy, the Landlord may serve on the Tenant(s) the appropriate Notice under Section 21(1)(b) of the Housing Act of 1988 as amended given during the fixed term to expire on any day after the last day of the Term, at least two months after the service of such Notice.

4.2 If there be a breach of any of the Agreement by the Tenant(s) the Landlord may serve Notice in accordance with Section 8 of the Housing Act 1988 as amended.

5. **Notices**

5.1 The Landlord gives notice to the Tenant(s) that pursuant to Section 48(1) of the Landlord and Tenant Act 1987 that Notices (including Notices in proceedings) may be served on the Landlord at the address for the Landlord stated in the Particulars of this Agreement or alternatively at the offices of the Agents of the Landlord as stated in the Particulars

5.2 Any Notice served upon the Tenant(s) by the Landlord pursuant to this Tenancy Agreement or any statute or regulation then the same may be served properly addressed to the Tenant(s) either at the Property or by sending same by either recorded delivery post, or prepaid first class post to the Property or at the Tenant(s) last known address and the same shall be deemed to have been properly served and received by the Tenant(s) 24 hours after posting same.

6. **Landlord and Tenant Act 1985**

This Agreement shall take effect subject to the provision of Section 11 of the Landlord and Tenant Act 1985.

7. **Distance Selling Regulations**

The Tenant(s) rights to a 7 working day cooling off period under the Consumer Protection (Distance Selling) Regulations 2000 will cease on the date the Tenant enters into the tenancy by signing the Tenancy Agreement and/or paying the rent.

8. **Data Protection Act 1998**

The Tenant hereby consents to the Landlord or his agent processing any information or personal details on or of the Tenant as defined in the Data Protection Act 1998.

Management Regulations Forming part of the Tenancy Agreement

The Tenant(s) will in addition to the main terms of the Tenancy Agreement

- 1.1 Not hang clothes or other articles on any balcony or out of any window
- 1.2 Be responsible for any loss incurred where the house is unfit to view without embarrassment to the Landlord or without risk of lowering his reputation for providing quality housing due to the Tenant(s) clear lack of cleaning and or tidying and or damage to the Property. Ultra cleanliness is not expected e.g. an isolated sink full of dirty dishes. A number of factors could combine to deter prospective viewers i.e. the inability to walk across floors without risk of stepping upon possessions and general clutter; bags of pungent smelling rubbish piled up in or outside the Property potentially attracting vermin. If these situations are evident the Landlord may be constructively prevented from viewing. This may result in a rental void creating a loss to the Landlord, the cost of which will be borne by the current Tenants.
- 1.3 Comply with any regulations concerning the Property which the Landlord/Agent (acting reasonably) may make for the Property and notifies the Tenant(s) in writing.
- 1.4 Not to light fires or use any candles in the Property.
- 1.5 Keep showers, baths, sinks and w.c.'s free from limescale and mould.
- 1.6 Pay for any damage caused to walls, ceilings and woodwork by the use of Blu Tac or any other fixative.
- 1.7 Replacement key: minimum £40.00 each.
- 1.8 All prices shown may be subject to VAT.
- 1.9 Cleaning – The landlord/Agent will arrange for an end of tenancy clean. This does not include removal of any personal items left behind by the tenant, the most common being empty boxes, clothing, food, TVs, old BBQs and bedding. The cost for clearing the tenant's items will be £5 per sack. TVs will incur a £15 removal fee. These charges will also apply to items left in the front/back gardens that are not **IN** the Canterbury City Council bin (Note: lid on the bin has to close). Recycling sacks left out for refuse collection have to be tied off and comply with Canterbury City Council recycling policy. The tenants are responsible for cleaning and defrosting fridges and freezers and cleaning cookers.

Management Regulations Methods of Payment – All payments to “Toogood”

Option 1: One payment for the full period dated on or before the start of the tenancy.

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Option 2: Standing Order – appropriate form attached – complete and return to us now.

On the right-hand side of the form you will notice there is a “Quoting Reference” box – please put your surname, house number and initials of the address, e.g.

John Doe – 24 Ward Avenue / show as “J.Doe 24 WA”

If this is not completed then although we may receive your money, we will not know to whose account it should be credited; hence you will be shown as a bad debtor.

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Option 3: For those of you who rely on your loans, we would suggest a standing order as follows:

26 th June (to clear by 1 st July)	£.....	
26 th July (to clear by 1 st August)	£.....	
26 th August (to clear by 1 st September)	£.....	
26 th October	£.....	(to cover Oct, Nov and Dec)
26 th January	£.....	(to cover Jan, Feb and March)
26 th April	£.....	(to cover April, May and June)

The latter three payments should give you sufficient time to receive your loans.

In the event that a payment structure is agreed and cheques or standing orders supplied, if at a later date we receive a request to hold a cheque for payment, we will not accept responsibility in the event that payment is inadvertently presented to your bank and you suffer any bank charges or loss.

Please be aware that if you do not have sufficient money in your account when payment is due your bank may charge an administration fee and so may we.

As Witness the hand of the said parties the day and year first above written.

Name of Tenant (1)

Signature:

Name of Tenant (2)

Signature:

Name of Tenant (3)

Signature:

Name of Tenant (4)

Signature:

Name of Tenant (5)

Signature:

Name of Tenant (6)

Signature:

Name of Tenant (7)

Signature:

Name of Landlord/Agent

Signature