

# ASSURED SHORTHOLD TENANCY AGREEMENT

## for letting a residential dwelling

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### Important Notes for Tenants

- ◆ This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.
- ◆ Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually.
- ◆ If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

### General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
3. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
4. Section 11, Landlord and Tenant Act 1985 – these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. This agreement has been drawn up after consideration of the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements.

### More Information

For more information on using this tenancy agreement please refer to the 'Letting Information Point' on The Letting Centre website. Website address: [www.letlink.co.uk](http://www.letlink.co.uk)

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THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Acts

Date: 22 February 2011

Landlord(s):

Landlord's Agent: **Blundells, Adept Works, 55 Meadow Street, Sheffield, S3 7BJ**

*Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address*

Tenant(s)

Property: **The dwelling known as:**

Contents: **The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory**

Term: **For the term of**

commencing on

Rent: **£**

Payment: **in advance by equal payments on the**

Deposit **A deposit of £ is payable on signing this Agreement**

1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above
2. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to pay and compensate the Landlord for the reasonable costs of any breach of those obligations. It is agreed that this sum shall not be transferable by the Tenant in any way, and at any time against payment of the Rent and that no interest shall be payable on this Deposit. The balance of the Deposit to be paid to the Tenant as soon as possible after the conclusion of the tenancy, less any reasonable costs incurred for the breach of any obligation

(2.1) The deposit of £ is paid by the Tenant to the Agent Blundells. **OR**

The deposit of £ is paid by me / us (**insert name and address of person paying deposit on behalf of the tenant**)

(2.2) The deposit is held by the Agent Blundells as Stakeholder. The Agent Blundells is a member of the Tenancy Deposit Scheme.

(2.3) Any interest earned will belong to the Agent Blundells. All monies are held within a designated client account with the Nat West Bank, High Street, Sheffield, S1.

(2.4) The Deposit has been taken for the following purposes:

Any damage or compensation for damage, to the premises its fixtures and fittings or for missing items for which the tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such time at the commencement of the tenancy, insured risks and repairs that are the responsibility of the landlord.

The reasonable costs incurred in compensating the landlord for, or for rectifying or remedying any major breach by the tenant of the tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.

Any rent or other money due or payable by the tenant under the tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy.

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### 3. The Tenant agrees with the Landlord:

#### Rent & charges

- (3.1) To pay the Rent on the days and in the manner specified to the Landlord's Agent
- (3.2) To pay promptly to the authorities to whom they are due, council tax and outgoings (including water and sewerage charges, gas, electric, light and telephone (if any) relating to the Property), including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected. The Tenant agrees to notify the Landlord prior to changing supplier for any of the utility services (i.e. gas, electricity, water etc.)

#### Use of the property

- (3.3) Not to assign, or sublet, part with possession of the Property, or let any other person live at the Property
- (3.4) To use the Property as a single private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so
- (3.5) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property
- (3.6) Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage or annoyance to the Landlord or to the occupiers of the neighbouring premises, or which may void any insurance of the Property or cause the premiums to increase
- (3.7) Not to keep any animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbours) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord
- (3.8) Not to use the Property for any illegal or immoral purposes
- (3.9) Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the restrictions in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached.
- (3.9a) Smoking is strictly prohibited within the property and any such damage, cleaning etc will be chargeable accordingly to the tenants.

#### Repairs

- (3.10) Not to damage or injure the Property and Contents or make any alteration or addition to it. Any redecoration is to be made only with the prior written consent of the Landlord or his Agent
- (3.11) To keep the interior of the Property and the Contents in good and clean condition and complete repair (reasonable wear and tear excepted) and to keep the Property at all times well and sufficiently aired and warmed during the tenancy. Smoking is strictly prohibited within the property; any damage, discolouration etc caused by smoking will be chargeable accordingly to the tenant.
- (3.12) To immediately pay the Landlord or his Agent the value of replacement of any furniture or effects lost damaged or destroyed or at the option of the Landlord, replace immediately any furniture or effects lost damaged or destroyed, and not to remove or permit to be removed any furniture or effects from the Property
- (3.13) That the Landlord or any person authorised by the Landlord or his Agent may at reasonable times of the day on giving 24 hours' notice (unless in the case of an emergency) enter the Property for the purpose of viewing, inspecting its condition and state of repair. Where applicable where inspections are missed a charge will be levied by the Landlord's Agent. You will be informed of this charge in writing.
- (3.14) To keep the gardens (if any) including all driveways, pathways, lawns, hedges and rockeries neat tidy and properly tended at all times and not remove any trees or plants
- (3.15) To replace all broken glass in doors and windows damaged during the tenancy
- (3.16) Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord

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- (3.17) To notify the Landlord promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property or which may give rise to a claim under the insurance of the Property. If a contractor is called out to the property after the tenant(s) have reported a fault and the fault is proven to be at the behest of the tenant(s) the tenant(s) will be liable for payment of any invoices relating to the fault. If a tenant insists on a contractor being instructed to attend the property and nothing is found to be at fault, then the charge for this will be deducted from the deposit at the end of the tenancy.
- (3.18) Not to glue stick or otherwise fix anything whatsoever to the exterior or interior of the Property without the Landlord's written consent
- (3.19) To take all reasonable precautions to prevent damage by frost
- (3.20) In order to comply with the Gas Safety Regulations, it is necessary:
  - a) that the ventilators provided for this purpose in the Property should not be blocked
  - b) that brown or sooty build up on any gas appliance should be reported immediately to the Landlord or Agent
- (3.21) To keep the drains free from obstruction and the chimneys swept as often as necessary
- (3.22) Not to introduce into the Property any candles or portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent
- (3.23) That the Tenant shall be responsible for testing all smoke detectors (if any) fitted in the Property on a regular basis and replace the batteries as necessary

#### **Other tenant responsibilities**

- (3.24) Within seven days of receipt thereof to send to the Landlord all correspondence addressed to the Landlord or the owner of the Property and any notice order or proposal relating to the Property (or any building of which the Property forms part) given made or issued under or by virtue of any statute, regulation, order, direction or by-law by any competent authority
- (3.25) To pay the Landlord fully for any reasonable costs or damage suffered by the Landlord as a consequence of any breach of the agreements on the part of the Tenant in this Agreement
- (3.26) Within the last two months of the tenancy to permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at reasonable hours in daytime to enter and view the Property with prospective tenants or purchasers
- (3.27) Not to leave the Property vacant for more than 28 consecutive days and to properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended.
- (3.28) That where the Property is left unoccupied, without prior notice in writing to the Landlord or Agent, for more than 28 days and the Rent for this period is unpaid, the Tenant is deemed to have surrendered the Tenancy. This means that the Landlord may take over the Property and re-let it

#### **End of tenancy**

- (3.29) To return the Property and Contents at the expiration or sooner determination of the tenancy in the same clean state or condition as they shall be in at the commencement of the tenancy
- (3.30) To pay for any reasonable cleaning services that may be required to reinstate the Property to the same order that it was provided at the commencement of the tenancy including the washing or cleaning of all linen, bedding, carpets and curtains which shall have been soiled during the tenancy
- (3.31) To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy. Any personal items left in the property beyond the tenancy expiry will be removed and disposed of accordingly. No access to the property will be provided to the tenant once the final check-out has taken place.
- (3.32) To return the keys of the Property to the Agent on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Agent in securing the Property against re-entry where keys are not returned. Should the tenant not return all keys, entry fobs or permits at the end of the tenancy, rent will be charged until either they have received at our office or the locks have been changed. The cost of replacement items and / or lock change in the event that they have not been returned prior to, or on the final date of the tenancy will be deducted from the deposit.
- (3.33) The Agent Blundells must tell the tenant within 14 working days of the end of the tenancy if the Landlord proposes to make any deductions from the Deposit.

- (3.34) If there is no dispute the Agent Blundells will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.

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- (3.35) The Tenant should try to inform the Agent Blundells in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or Agent Blundells as due from the deposit within 20 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- (3.36) If, after 14 working days following notification of a dispute to the Agent Blundells and reasonable attempt having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 3.37 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- (3.37) The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 3.29, 3.30, 3.31, 3.32, 3.33, 3.34, 3.35, 3.36, 3.37.

#### **4. The Landlord agrees with the Tenant that:**

- (4.1) Provided the Tenant shall pay the Rent and perform the agreements on his part already referred to, the Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent
- (4.2) The Landlord will return to the Tenant any rent payable for any period during which the Property may have been rendered uninhabitable by fire or any other risk which the Landlord has insured.
5. By obtaining a court order, the Landlord may re-enter the Property and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord if the Tenant has not complied with any obligation in this Agreement or should the Rent be in arrears by more than fourteen days whether formally demanded or not
6. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 (see note 4)
7. In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:
- "The Landlord" includes the persons for the time being entitled to the reversion expectant on determination of the tenancy
- "The Tenant" includes the successors in title. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually

#### **8. The parties agree:**

- (8.1) Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home; or intends to occupy the Property as his or her only or main home.
- (8.2) The tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988.
- (8.3) Before the Landlord can end this tenancy, he shall serve any notice(s) on the Tenant in accordance with the provisions of the Housing Acts. Such notice(s) shall be sufficiently served if served in accordance with section 196 of the Law of Property Act 1925 (see note 5)
9. The Tenant irrevocably authorises the Local Authority, Benefit Office, Post Office and the relevant utility companies (including electricity, gas, water, and telephone) to discuss and disclose to the Landlord or Agent all financial and other information relating to the Property or any housing benefit claim. This authority shall extend to disclosure of the Tenant's whereabouts if the Tenant has left the Property with rent or other monies owing.
- 10 Should either the landlord or the tenant require a replacement copy of the tenancy agreement, an administration charge of £15 will be chargeable prior to documentation being forwarded / collected.
11. The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto

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**THE FIRST SCHEDULE** *(attach a separate sheet if necessary)*

**Special conditions:**

**Smoking is strictly forbidden within the property.**

**It is the tenants responsibility to register themselves for payment of all utilities and Council Tax on entering the property supplying meter readings if necessary. Blundells will not be held responsible for any Utilities or Council Tax.**

**SIGNED by the LANDLORD(s) :-**(or the Landlord's Agent)

\_\_\_\_\_ Dated:- \_\_\_\_\_

**In the presence of :-**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Witness Signature \_\_\_\_\_

**SIGNED by the TENANT(s) :-**

\_\_\_\_\_ Dated:- \_\_\_\_\_

**In the presence of :-**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Witness Signature \_\_\_\_\_

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## A PRESCRIBED INFORMATION

This information is prescribed under the Housing Act 2004. That means that the two parties to the Tenancy Agreement must be made aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit.

A.1 Address of the property

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### Details of the Deposit Holder(s)

A.2 Name(s)

Blundells

A.3 Actual address

Adept Works,  
55 Meadow Street,  
Sheffield  
S3, 7BJ

A.4 E mail address (if applicable) [rentals@blundells.com](mailto:rentals@blundells.com)

A.5 Telephone number

0114 2631111

A.6 Fax number (if applicable)

0114 2230794

### Details of Tenant(s)

A.7 Name(s)

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A.8 Address(es) for contact after the tenancy ends (if known)

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A.9 E mail address (if applicable)

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A.10 Mobile phone number (if applicable)

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A.11 Fax number (if applicable)

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### The Deposit

A.12	The deposit is	£
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A.13 The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 14 days of the commencement of the Tenancy or the taking of the Deposit whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 14 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

A.14 A leaflet entitled *What is the tenancy deposit scheme?*, explaining how the Deposit is protected by the Housing Act 2004, is attached to this document for the Tenant by the person holding the Deposit being Blundells.

### At the end of the tenancy

A.15 The deposit will be released following the procedures set out in clauses 3.29, 3.30, 3.31, 3.32, 3.33, 3.34, 3.35, 3.36, 3.37 (insert number from the Agent's or Landlord's Tenancy Agreement) of the Tenancy Agreement attached.

A.16 Deductions may be made from the Deposit according to clauses 3.29, 3.30, 3.31, 3.32, 3.33, 3.34, 3.35, 3.36, 3.37 of the Tenancy Agreement attached. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

A.17 The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is summarised in *What is the tenancy deposit scheme?*, which is attached to this document. More detailed information is available on:  
[www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk)

A.18 TDS are specifically excluded under Statutory Instrument from adjudicating where, despite making reasonable efforts to do so, the Landlord or the Agent are unable to contact the Tenant, or the Tenant is unable to contact the landlord or the Agent. Under these circumstances, the Member must do the following:

- make every practical effort, over a reasonable period of time but for no longer than it would take for the ICE to resolve a dispute, to contact the (ex)-tenant/landlord using information readily available.
- determine dilapidations, rent arrears and any other prospective deductions from the deposit as they would normally do

- allocate the deposit, pay the party who is present as appropriate, and transfer the amount due to the absent tenant/landlord to a suitably designated "Client Suspense (bank) Account"

A.19 A formal record of these activities should be made, supported by appropriate documentation.

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A.20 Following sufficient time (usually at least six years) having elapsed from last contact from the absent tenant/landlord the Member may then donate the amount allocated to them to a suitable registered charity; subject to an undertaking that any valid claim subsequently received by the Member from the beneficial or legal owner would be immediately met by the Member from its own resources.

A.21 Should the absent tenant/landlord return within that period and seek to dispute the allocation of the deposit, the ICE may offer to adjudicate.

The Landlord confirms that the information provided to the Agent (delete if Landlord) and the Tenant is accurate to the best of his knowledge and belief and the Tenant has had the opportunity to examine the information.

The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of his knowledge and belief.

**Signed by the Tenant:**

\_\_\_\_\_ Dated:- \_\_\_\_\_

**Signed by the Landlord/Agent:**

\_\_\_\_\_ Dated:- \_\_\_\_\_

The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd , PO Box 541, Amersham, Bucks, HP6 6ZR

☐ phone 0845 226 7837 web [www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk)

email [deposits@tds.gb.com](mailto:deposits@tds.gb.com) fax 01494 431 123

The Dispute Service Ltd also offers a service for enabling a dispute relating to the deposit to be resolved without having to go to court.

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