

Tenancy Agreement creating an Assured Shorthold Tenancy

1. PARTICULARS

- Date** This Agreement is made this xth day of xxxx 200x
- 1.1 **Parties** This Agreement is made between:
- 1.1.1 (“**the Landlord**”) and (“**the Tenant**”)
- 1.2 **Property** All that freehold/leasehold land known as Flat x, No. x Bedford MK4
- 1.3 **Term** On a six month periodic tenancy
- 1.4 **Rent** £xxx per month payable (whether formally demanded or not) on the xth day of each month in advance the first payment being due on the xth xxxx 200x
- 1.5 **Deposit** £xxx.

2. LETTING

The Landlord lets the Property to the Tenant for the Term on the terms of this Agreement

3. STATUTORY PROVISIONS

This Agreement creates an Assured Shorthold Tenancy under the Housing Act 1988 Section 19A (as inserted by the Housing Act 1996 Section 96(1))

4. DEFINITIONS

In this Agreement:

- 4.1 ‘**the Landlord**’ means the party to this Agreement so named in clause 1.1.1 and (where the context admits) deriving title under such party;
- 4.2 ‘**the Tenant**’ means the party to this Agreement so named in clause 1.1.2 and (where the context admits) deriving title under such party;
- 4.3 ‘**the Property**’ means the property described in clause 1.2 and includes:
- 4.3.1 any part of such property;
- 4.3.2 the fixtures, fittings and appliances in it;
- 4.4 ‘**the Term**’ means the term described in clause 1.3;
- 4.5 ‘**the Rent**’ means the rent set out in clause 1.4;
- 4.6 ‘**the Deposit**’ means the deposit sum set out in clause 1.5.

5. INTERPRETATION

In this Agreement:

- 5.1 the singular includes the plural and vice-versa;
- 5.2 any obligation undertaken by more than one person is a joint and several obligation;
- 5.3 a reference to any one gender includes the other gender and the neuter;
- 5.4 a reference to a statute includes a reference to any statutory material amending or replacing it and any subordinate legislation made under it; and
- 5.5 the headings are for guidance only and shall not affect the meaning of this Agreement

6. TENANT'S OBLIGATIONS

The Tenant agrees with the Landlord:

- 6.1 To pay to the Landlord (or if directed by the Landlord to his agent) the Deposit upon the signing of this agreement;
- 6.2 To pay to the Landlord the Rent at the times set out in clause 1.4 and not to exercise or seek to exercise any right or claim to legal or equitable set-off;
- 6.3 To pay or to indemnify the Landlord against any council tax payable in relation to the Property under the Local Government Finance Act 1992 whether levied on the Landlord or the Tenant and any similar or substituted tax or imposition;
- 6.4 To pay or to indemnify the Landlord against:
 - 6.4.1 all charges for gas, electricity, water, sewerage and similar services supplied to the Property;
 - 6.4.2 all charges for the connection and use of any telephone facsimile machine or similar devices at the property;
 - 6.4.3 all standing charges or similar charges relating to such matters;
 - 6.4.4 the licence fees for any television on the Property;
 - 6.4.5 interest at the rate of four per centum per annum above the base rate from time to time of National Westminster Bank plc on any sum payable under this Agreement that is not paid after the expiry of 14 days from its due date such interest to be calculated from and including the due date to but not including the date of payment (both before and after any judgment) PROVIDED THAT this clause shall not entitle the Tenant to withhold or delay payment of any such sum or affect the rights of the Landlord in relation to any non-payment;
 - 6.4.6 In addition, if payment is not received on the due date and the Landlord needs to write to or visit the tenant, an additional administrative fee of £25 shall be paid by the tenant;
 - 6.4.7 the cost of the appropriate cleaning or replacement of all curtains carpets, fixtures or fittings on the Property which have become damaged or soiled during the Term (reasonable use and fair wear and tear being allowed for);
 - 6.4.8 any value added tax or any similar or substituted tax on any sums payable by the Tenant under this Agreement
- 6.5 To look after the Property, to keep the Property clean and tidy and to keep the internal decorations in good condition;
- 6.6 To allow the Landlord or anyone with the Landlord's written authority to enter the Property at reasonable times of the day and on at least 24 hours prior written notice (except in emergency for any

reasonable purpose including by way of example and not by way of limitation:

- 6.6.1 so as to inspect the condition of the Property; and/or
- 6.6.2 so as to carry out works to the Property which are not the responsibility of the Tenant);
- 6.7 The tenant is responsible for making arrangements for meter readings at the start and end of the tenancy and advising the landlord of the readings.
- 6.8 Not to:
 - 6.8.1 alter or add to the Property internally or externally;
 - 6.8.2 decorate the exterior of the Property;
 - 6.8.3 change the décor of the interior of the Property;
 - 6.8.4 erect any external aerial or satellite dish at the Property;
 - 6.8.5 attach screws, nails, bolts, "blu-tack" or similar substance to any wall or part of the property without permission from the landlord;
 - 6.8.6 Insert any rubbish, corrosive substance, cooking fat or refuse material in any sink, bath, shower or pipe;
 - 6.8.7 dismantle any item of furniture supplied by the landlord or their agents;
 - 6.8.8 use the common entrance hall for purposes other than for quiet and peaceful entry; or
 - 6.8.9 leave any item in the common hallway.
- 6.9 To use the Property as a private dwellinghouse and not for any trade or business nor any illegal or immoral activity.
- 6.10 Not to alter the Property nor to do anything or allow anything to be carried out on or near the Property which may cause or be likely to cause a nuisance or annoyance to the Landlord and/or to a person residing, visiting or otherwise engaging in a lawful activity in the locality of the Property (including by way of example but not by way of limitation the playing of any radio, television, stereo system or similar device so that it can be heard outside the Property);
- 6.11 Not to assign or deal with this Agreement in any way and not to sub-let or part with the possession of the Property (it being understood that this Agreement is personal to the Tenant);
- 6.12 To pass to the Landlord within seven days of receipt any notice served on the Property (including by way of example and not by way of limitation notices under the legislation relating to party wall and town planning matters) and not to respond to any such notice except on the express instructions of the Landlord;
- 6.13 To open and forward within seven days of receipt any mail addressed to "The Occupier" that is relevant to the landlord and advise the landlord of the receipt of any contact or complaint from a local authority, corporation, neighbour or any other body.
- 6.14 To forward all mail addressed to the landlord or to "The Owner" within 7 days of receipt, to the landlord's home address;
- 6.15 To notify the landlord of any change in work, home and mobile telephone numbers;
- 6.16 To allow the Landlord and those authorised by the landlord to enter the Property at reasonable times of the day with or without prospective tenants and/or purchasers so as to facilitate the Landlord's re-letting or other disposal of the Property;
- 6.17 Not to alter or change or install any locks to doors or windows in the Property nor have additional keys cut without the consent of the Landlord;
 - 6.17.1 To notify immediately the landlord of the loss of door or window keys and pay the landlord the cost of fitting new locks and obtaining replacement keys.
- 6.18 Not to do anything which shall or may cause the policy of insurance on the Property or any nearby

property to become void or voidable or the premium on any such policies to be increased;

- 6.19 To lock all doors and windows properly when the property is left unattended;
- 6.20 To notify the landlord if the property will be left vacant for more than fourteen days and pay any resulting increase in premiums and costs;
- 6.21 To take reasonable precautions to prevent frost and water damage. If the property is going to be empty overnight or for more than twelve hours in cold weather, enough heating must be left on to prevent the water system freezing or the water supply should be turned off at the mains stop valve and other water taps and valves should be opened to drain tanks of hot and cold water;
- 6.22 Not to use a dishwashers or washing machine when not in the property;
- 6.23 Not to keep any animals on the Property without the landlord's permission;
- 6.24 To inform the Landlord promptly of any disrepair for which the Landlord is responsible under the general law;
- 6.25 Notify the landlord promptly by phone and then in writing of any defect or disrepair in the property or to the fixtures and fittings;
- 6.26 Pay to the landlord the costs of making good damage to the common hall way areas caused by the tenants or their visitors;
- 6.27 To use only the allocated parking space (where applicable) for the parking of one motor car or motor bike, the vehicle to have a current road fund licence;
- 6.28 To use only the allocated refuse store bins.

7. AT THE END OF THE TENANCY CREATED BY THIS AGREEMENT:

- 7.1.1 to give the Landlord vacant possession:
- 7.1.2 to return to the Landlord all keys relating to the Property;
- 7.1.3 to remove all personal possessions and refuse and ensure that the Property is completely clean and tidy. Any items not so removed may be sold without compensation being paid and costs associated with their removal will be deducted from the deposit;
- 7.1.4 To provide the landlord with a forwarding address;
- 7.1.5 If, at the end of this six-month term, the tenant wants to continue the tenancy and has not received from the landlord two months' notice to end the tenancy, it will carry on from month to month as a monthly periodic tenancy. The tenant will need to give written confirmation to the landlord of his/her intent to stay on. The tenant will need to give one month's notice to end the tenancy and the landlord will need to give two month's notice to end the tenancy;
- 7.1.6 The arrangements in section 21 of the Housing Act 1988 for the landlord to repossess the property apply to this agreement. This means the tenant cannot claim any legal rights to stay on once the tenancy has ended and a court order says the tenant must leave.

8. LANDLORD'S OBLIGATIONS

8.1 The Landlord agrees with the Tenant:

- 8.1.1 to allow the Tenant quiet enjoyment;
- 8.1.2 to allow the Tenant to possess and enjoy the Property without interruption from the Landlord except in so far as the Landlord is entitled to do so under this Agreement;
- 8.1.3 To pay and indemnify the Tenant against all charges relating to the Property except those which the Tenant has expressly agreed to pay; and
- 8.1.4 To observe and perform the covenants implied in this Agreement by the Landlord and Tenant Act Section 11 (such covenants being by way of assistance to the parties only and without seeking to alter the effect of such Section to keep in repair the structure and exterior of the Property, the installations for the supply of water, gas, electricity, space heating and heating water and the installations for the purposes of sanitation).

8.2 But the landlord will not be required to:

- 8.2.1 Carry out works for which the tenant is responsible by virtue of his duty to use the Property in a tenant-like manner;
- 8.2.2 Reinstate the property in the case of damage or destruction if the insurers refuse to pay out the insurance money due to anything the tenant has done or failed to do;
- 8.2.3 Rebuild or reinstate the property in the case of destruction or damage of the Property by a risk not covered by the policy of insurance effected by the landlord.

9. RECOVERY OF POSSESSION DURING THE TERM

9.1 The Landlord is entitled to terminate this Tenancy Agreement and obtain a court order to evict the Tenant if:

- 9.1.1 any instalment of the Rent is not received in full within 14 day of the date when the Landlord formally demands it after it has fallen due, or
- 9.1.2 the Tenant fails to comply with any of the Tenant's obligations under this Tenancy Agreement, or
- 9.1.3 the Tenant becomes bankrupt or an interim receiver of his property is appointed, or
- 9.1.4 the Tenant (without making arrangements with the Landlord or the Landlord's Agent) leave the Property vacant or unoccupied for more than three weeks.

10. DEPOSIT

- 10.1 Provided that the tenant has vacated the property and has returned all keys to the property to the landlord, the deposit shall be returned to the tenant following the end of the tenancy. It will be returned after deducting any rent and other sums referred to that may be owed by the tenant. However, in the event of them exceeding the amount of the deposit then held by the landlord, the amount of excess shall be paid by the tenant to the landlord within fourteen days on written demand. No interest will be paid on the deposit;
- 10.2 If at any time during the Term, the Landlord is obliged to deduct from the Deposit to satisfy the reasonable costs occasioned by any breaches of the obligations of the Tenant, the Tenant shall make such additional payments as are necessary to restore the full amount to the deposit;
- 10.3 The property will be assumed to be in good order unless noted otherwise on the inventory.

11. DIPLOMATIC IMMUNITY

11.1 The tenant cannot claim diplomatic immunity under any aspect of this agreement.

12. CONDITIONS OF FLAT X, (DEMISED PROPERTY)

12.1 In addition to conditions above, the Tenant also agrees:

- 12.1.1 That no piano record player (or equivalent) loudspeaker mechanical or musical instrument of any kind shall be played or used or any singing practiced in the demised premises so as to be audible outside the flat between the hours of 11pm and 7am;
- 12.1.2 That no name writing drawing signboard plate or placard of any kind shall be put on or in any window on the exterior of the demised premises or so as to be visible from outside the demised premises;
- 12.1.3 That no mat or other material shall be shaken out of the windows of the demised premises nor shall any item be thrown or allowed to be thrown out of any windows;
- 12.1.4 Not to permit or suffer to be kept any flower pot or window box in the window of or outside of the demised property;
- 12.1.5 Not to hand or expose or permit or suffer to be hung or exposed any clothes linen food or other articles outside the demised premises.
- 12.1.6 To keep the entrance door of the demised premises shut when not in use;
- 12.1.7 Not to permit or suffer and child or person under the tenants control to loiter in the entrance hall passage landing or staircase of the building.
- 12.1.8 At all times during the tenancy to clean all the inside surfaces of the windows of the demised premises at least once every month;

13. RENT REVIEW

13.1 If the landlord agrees to extend the rent beyond the fixed term, the rent amount will be adjusted six months after the commencement of the tenancy and every twelve months thereafter.

Notices

The address at which the tenant may serve notices on the landlord is xxxxxxx, Bedford xxxxx.

Any notices or other documents shall be deemed to be served upon the tenant by either being left at the property or being sent to the tenant at the property by first class post or recorded delivery post.

Should the tenancy be extended beyond the end of the initial term, the notice period required from the tenant to end the tenancy is one month.

Making rent payments

Payments are to be made at the landlord's bank account at xxx. Please include reference xxxx payments. Please contact the landlord if you do not have access to the internet for bank payments.

Rent to be paid in cash on or before the due date.

AS WITNESS the hands of the parties or their authorised representative the day and year first before written

Signed by)

for and on behalf of the Landlord)

Signed by)

for and on behalf of the Tenant)