

Checkmate.

Assured shorthold tenancy agreement

For Letting a Residential Dwelling

You are about to sign an Assured Shorthold Tenancy for the following property:

[property address]

This agreement sets out the promises made by the Tenant to the Landlord and vice versa, including the duration of the rental and the amounts you have agreed for Rent and Deposit. You should read this document carefully and thoroughly.

Once signed and dated this agreement will be legally binding and may be enforced by a court. Make sure that it does not contain terms that you do not agree with and that it contains everything you want to form part of the agreement. Both parties are advised to obtain confirmation in writing when the Landlord gives the Tenant consent to carry out any action under this agreement.

If you are in any doubt about the content or effect of this agreement, we recommend that you seek independent legal advice before signing.

1. Definitions

Property	
Landlord	
Managing Agent	
Tenant	
Rent	
Rent Frequency	
Rent Due Date	
Deposit	
Bills	
Term	
Start Date	
End Date	
Break Clause	
Move Out Date	The date the Tenant returns the Property to the Landlord with vacant possession
Interest Rate	3% above the base rate of the Bank of England per annum
Periodic Term	Any period of time where the Tenant remains occupation of the Property beyond the End Date will be subject to the full terms of this Agreement renewing automatically on a monthly basis.
Permitted Occupiers	

Nominated Bank Account for Rent payments under this Agreement	
Bank	
Account Name	
Account Number	
Sort Code	
Reference	

2. The Tenancy

- 2.1 The Landlord lets and the Tenant takes the Property for the Term at the Rent specified above and in accordance with the Rent Frequency.
- 2.2 It is a condition of this Agreement that all adult occupiers of the Property maintain a “right to rent” as defined by the Immigration Act 2014 at all times during the Term.
- 2.3 The Tenant shall pay to the Landlord the Deposit as security for the performance of the Tenant’s obligations under this Agreement.
- 2.4 The Deposit will be held under the terms of the Deposit Protection Service (DPS), of which the Landlord is a registered member. Further detail is provided in the next section of this document.
- 2.5 The Tenant shall pay all Rent on the Rent Due Date to the Landlord’s Nominated Bank Account. Further detail is provided in subsequent sections of this document.
- 2.6 This Agreement is intended to create an Assured Shorthold Tenancy as defined by section 19A of the Housing Act 1988 (as amended).
- 2.7 Whenever there is more than one person comprising the Landlord or the Tenant their obligations may be enforced against all of them jointly and against each of them individually.
- 2.8 The Landlord and Tenant do not intend that this Agreement should be enforceable by any person solely by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 2.9 An obligation in this Agreement to pay money includes an obligation to pay Value Added Tax in respect of that payment.
- 2.10 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 licensee or visitor to do or not to do that thing.
- 2.11 The Property is rented in the condition that it is seen together with any Furnishings.

3. The Deposit

The Deposit is a “tenancy deposit” as defined in section 213(8) of the Housing Act 2004.

- 3.1 Pursuant to section 213(1) of the Housing Act 2004, the Deposit will be held in the following Custodial Tenancy Deposit Scheme by the Deposit Protection Service (DPS), which is a Government approved custodial scheme:

The Deposit Protection Service

The Pavilions, Bridgewater Road, Bristol, BS99 6AA

Phone: 0330 303 0030 | Website: <https://www.depositprotection.com/>

- 3.2 The Landlord shall arrange the transfer of the Deposit to the DPS as soon as reasonably practicable after the Start Date and always within the 30 days required under section 213(5) of the Housing Act 2004.
- 3.3 The Landlord shall arrange for the Deposit to be returned to the Tenant without interest after the Move Out Date subject to the below deductions properly made in respect of:
 - 3.3.1 Arrears of Rent;
 - 3.3.2 Any damage to the Property and fixtures and fittings caused by the Tenant or arising from any breach of the terms of this agreement by the Tenant;
 - 3.3.3 Any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Property (whether or not the Landlord consented to its presence as set out in the specified Clause 4.26)
 - 3.3.4 Any sum repayable by the Landlord to the local authority where housing benefit has been paid direct to the Landlord by the local authority;
 - 3.3.5 Any other breach by the Tenant of the terms of this agreement;
 - 3.3.6 Any unpaid account or charge for water, electricity, gas, other fuels or utilities used by the Tenant in the Property;
 - 3.3.7 Any unpaid council tax, telephone charges or other monies owed by the Tenant to the Landlord;
 - 3.3.8 Any reasonable cost incurred to clean the Property to the same standard as at the beginning of the tenancy; and
 - 3.3.9 Any charges incurred by the Landlord's bank if any cheques or standing orders from the Tenant are not honoured by the Tenant's bank.
- 3.4 The Landlord shall notify the Tenant within 10 working days of the Move Out Date if the Landlord intends to withhold all or part of the Deposit.
- 3.5 No deductions shall be made from the Deposit unless, or until, the reason for the nature of the deductions along with their amounts have been notified to the Tenant under Clause 2.5.
- 3.6 Any dispute arising from proposed deductions will be subject to the DPS guidelines including use of the free and independent Alternative Dispute Resolution service where its use has been agreed by the Tenant and Landlord.
- 3.7 The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Deposit has been paid.
- 3.8 If the Deposit is insufficient the Tenant shall pay to the Landlord such additional sums as required to cover all costs, charges and expenses properly due within a period of 7 days of the Move Out Date.

4. Tenant obligations

The Tenant covenants with the Landlord:

- 4.1 To pay the Rent at the Rent Frequency on the Rent Due Date in the manner specified earlier in this agreement whether or not it has been formally demanded, without any deductions or abatement whatsoever.

- 4.2 Interest is payable at the Interest Rate on any Rent or other monies due under this agreement which remain outstanding for more than 14 days calculated from the date upon which it became due.
- 4.3 To pay for all gas, electricity, water, sewerage and any other utility services consumed on or supplied to the Property during the Term and any Periodic Tenancy, unless otherwise agreed in writing with the Landlord.
- 4.4 To pay for all charges made for the use of the telephone (if any), TV licence (if any), TV service (if any), and Internet service (if any) during the Term. This includes standing charges and other similar charges and VAT, as well as charges for actual consumption, unless otherwise agreed in writing with the Landlord.
- 4.5 To pay any council tax which the Tenant is obliged to pay under the Local Government Finance Act 1992 or any regulations under that Act.
- 4.6 To indemnify the Landlord in respect of any council tax which (during the Term) the Landlord becomes obliged to pay under the Act or those regulations because the Tenant ceases to live at the Property.
- 4.7 To comply with all statutory requirements upon the Tenant in respect of the Property and furnishings. This includes (but is not limited to) not bringing into the Property any furniture, furnishings or personal items that do not meet the required safety standards.
- 4.8 Not to remove any of the fixtures, fittings or furnishings from the Property.
- 4.9 To keep the Property and furnishings in as good and clean state of repair, condition and decoration as the Property were in at the Start Date and make good all damage and breakages to the Property which may occur during the Term (fair wear and tear excepted).
- 4.10 Not to damage the Property or the building or make any alteration or addition to it, nor damage or alter the electrical or plumbing system.
- 4.11 Not to decorate or change the style or colour of the decoration without written consent from the Landlord.
- 4.12 Not to damage interior walls or decorations by affixing pictures, mirrors, or any other hanging item using nails, screws, adhesive compounds or tapes without written consent from the Landlord.
- 4.13 To keep the drains, gutters and pipes of the Property free from obstruction and clear of any leaves or debris.
- 4.14 If applicable, to keep any front and rear garden, patio, paths, balcony or terrace, in a neat and tidy condition, swept where necessary and weeded including maintaining any lawns, trees and shrubs without permanently altering its layout or appearance.
- 4.15 To clean and keep clean the inside and outside of the windows of the Property.
- 4.16 Failure to take adequate precautions to prevent glass panes being cracked or broken will result in the Tenant having to pay for any ensuing damage.

- 4.17 Not to use the Property other than for the purposes of a private residence, nor carry on or permit to be carried on upon the Property any profession trade or business whatsoever (including using the Property as a registered office address), nor use the Property for any immoral, illegal or improper purposes.
- 4.18 Not to assign sublet or part with or share possession of the Property or any part of it nor allow the Property to be occupied by anyone other than the Tenant and the Permitted Occupiers.
- 4.19 Not to grant any licensees, take in any lodger, paying guest or person staying on either a permanent or semi-permanent basis.
- 4.20 Not to do or permit to be done in the Property or elsewhere anything which may be or become a nuisance, annoyance or inconvenience to the Landlord, the owner or occupiers of any adjoining property, the neighbours, other adjoining residents or people in the immediate area.
- 4.21 Not to alter or add to the Property or allow anyone else to do anything on the Property which may invalidate any insurance of the Property against fire or increase the ordinary premium for such insurance.
- 4.22 Not to fix or suffer to be fixed to the exterior or windows of the Property any notice board, sign, advertisement poster or aerial without the prior written consent of the Landlord.
- 4.23 Not to install or change any door locks or alarm codes.
- 4.24 That the Landlord or his agent should hold a spare set of keys for use in the case of emergencies only or by other agreement with the Tenant.
- 4.25 In the event of the loss of a key or other security device giving access to the Property, the Tenant agrees to pay any reasonable costs incurred by the Landlord as a result of providing a replacement key or security device.
- 4.26 Not keep any cat, dog, bird or other pet at the Property without the Landlord's written consent, such consent, if granted, to be revocable at will by the Landlord upon giving reasonable written notice. If consent is given, the Tenant agrees to undertake a full clean, or pay for the cleaning, of the Property with de-infestation cleaner upon termination of the tenancy.
- 4.27 If there are common parts to the building, not to obstruct, keep or leave anything in them.
- 4.28 To keep the exterior free from rubbish.
- 4.29 To place all refuse in plastic bags in the designated dustbin(s) which should be kept in the area provided. If necessary on refuse collection day to move the dustbin(s) to the collection point as required by the local Council.
- 4.30 Not to hang clothes or other articles on any balcony or out of any window.
- 4.31 Not to erect external aerials or satellite dishes without the prior written consent of the Landlord.

- 4.32 Not to install any gas appliances unless authorised by the Landlord and installed by a registered Gas Safe fitter.
- 4.33 To routinely test the operation of all smoke alarms and replace the batteries when necessary, and to advise the Landlord immediately should any alarm cease to function or be considered non-operational.
- 4.34 To take reasonable precautions to prevent any damage to the Property resulting from 'freezing-up'. This includes ensuring the Property is adequately heated during periods of cold weather to ensure the water system does not freeze. Failure by the Tenant to take such precautions will result in the Tenant having to pay for any ensuing damage.
- 4.35 To take all reasonable precautions to prevent condensation and damp by keeping the property adequately ventilated and heated.
- 4.36 To notify the Landlord immediately regarding, and confirm in writing as soon as practical thereafter, any defect in the Property which comes to the Tenant's attention and which is the responsibility of the Landlord to repair. Failure to do so will result in the tenant having to pay the Landlord all liabilities which may be incurred by the Landlord as a result of any such defect not having been so notified.
- 4.37 Any repairs carried out at the Property by the Tenant must be done only after written authorisation from the Landlord and all valid and satisfactory receipts must be kept surrendered to the Landlord for reimbursement.
- 4.38 To replace any light bulbs, fluorescent tubes, fuses or batteries or other such consumables promptly and when necessary and whether or not they were working on the Start Date.
- 4.39 To permit the Landlord, and any superior landlord, or the Landlord's employees/agents at all reasonable times by giving the Tenant 24 hours' notice (except in an emergency):
- 4.39.1 To enter the Property to inspect the same and the furnishings;
 - 4.39.2 To carry out any works of maintenance or repair to the Property or elsewhere which the Landlord may consider necessary. If the Tenant fails to allow access and such failure causes the Landlord to incur costs, the Tenant shall be liable for all reasonable losses resulting as a consequence; and
 - 4.39.3 To enter and view the Property with any prospective future Tenants or purchasers at any time during the Term.
- 4.40 To notify the Landlord if the Tenant is to be absent from the Property for a period exceeding 14 days. Such notification shall be made at least 5 days prior to the commencement of the period of absence and shall state the actual dates over which the Property will be unoccupied.
- 4.41 To forward any notice, order or proposal affecting the Property or its boundaries to the Landlord within 5 days of receiving it.
- 4.42 At the end of the Term to vacate the Property and give vacant possession. The Property and its furnishings must on the Move Out Date be in the same good and clean state of repair and decoration as the Property was on the Start Date (fair wear and tear excepted).

- 4.43 The Tenant must pay for the repair or replacement of any items of the fixtures, fittings, furnishings and appliances which have been damaged, destroyed or lost.
- 4.44 To return the keys of the Property to the Landlord on the Move Out Date by 4pm, otherwise all costs of gaining entry to the Property and re-securing the Property will be borne by the Tenant.
- 4.45 To co-operate in the checking of any inventory and/or schedule of condition reports. The Tenant agrees to take all reasonable steps to ensure that such a report can be completed, and that they will be liable for any additional costs arising as a result of the Tenant's actions. Those are including but not limited to call-out fees from missed appointments, or any other losses or costs.
- 4.46 Not to smoke, or permit others to smoke, inside the Property.
- 4.47 In the event of loss or damage by fire, theft, impact or other causes, immediately inform the Landlord and to give full details as to how the loss or damage occurred in order to enable the Landlord to make his claim from the Insurance Company.
- 4.48 That the Rent payable may be reviewed upwards only after each and every six months of time lapsed from the commencement of this agreement.
- 4.49 To pay the last month's Rent and the Deposit left intact to cover possible deductions.
- 4.50 Upon the expiry of the fixed Term, only where the Tenant requests for a new Tenancy Agreement to be created to pay the costs for the same at a charge of £50 including VAT.
- 4.51 To indemnify the landlord against all costs, expenses, and fees (including but not limited to estate/letting agents, solicitors, surveyors, barristers and courts) in pursuance of any course of action that the Landlord takes to regain possession of the Property or in the enforcement of any of the provisions of this agreement.
- 4.52 Where applicable, to agree to any of the Special Conditions as set out in the schedule hereto.

5. Landlord obligations

The Landlord covenants with the Tenant:

- 5.1 That all necessary consents have been obtained to enable the Landlord to enter this Agreement (whether from superior landlords, lenders, mortgagees, insurers, or others).
- 5.2 That the Tenant paying the Rent and performing the agreements on the part of the Tenant may quietly possess and enjoy the Property and its grounds to include any garage and/or outbuildings during the tenancy without any unlawful interruption from the Landlord or any person rightfully claiming on behalf of the Landlord.
- 5.3 To comply with the obligations to repair the Property as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections impose on the Landlord obligations to repair and keep in good order:
- 5.3.1 The structure of the Property and exterior (including drains, gutters and pipes);

- 5.3.2 Certain installations for the supply of water, electricity and gas;
- 5.3.3 Sanitary appliances including basins, sinks, baths and sanitary conveniences; and
- 5.3.4 Space heating and water heating.

but not other fixtures, fittings, and appliances for making use of the supply of water and electricity. This obligation arises only after notice has been given to the Landlord by the Tenant as set out in Clause 4.38.

- 5.4 To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated in Clause 5.3 above.
- 5.5 To insure the building of the Property under a general household policy with a reputable insurer.
- 5.6 To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the fixtures and fittings, unless the lack of repair is due to the negligence or misuse of the Tenant, Permitted Occupiers, or visitors.
- 5.7 To ensure that all the furniture and equipment within the Property complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1993).
- 5.8 To ensure that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the tenancy.
- 5.9 To ensure that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
- 5.10 To suspend any rent payable for any period while the Property is rendered uninhabitable by fire storm tempest and aircraft and other risks covered by the Landlord's policy the amount in case of dispute to be settled by arbitration.
- 5.11 To bear the costs of preparing any inventory and associated check-in or check-out reports.

6. Interrupting or ending this agreement

- 6.1 If the tenancy is within the fixed Term, the Landlord may serve on the Tenant the appropriate notice under Section 21(1)(b) of the Housing Act 1988 (as amended) given during the fixed Term to expire on any day after the last day of the Term.
- 6.2 If the tenancy has lapsed into a periodic tenancy it may be terminated by:
 - 6.2.1 The Landlord serving the Tenant at least two months' notice in writing under Section 21(4)(a) of the Housing Act 1988 (as amended).
 - 6.2.2 The Tenant giving written notice of at least one month and expiring on the last day of a period of the tenancy.

- 6.3 If there is a breach of any of the terms of this agreement by the Tenant then the Landlord may serve notice in accordance with any relevant Grounds under Section 8 of the Housing Act 1988 (as amended).
- 6.4 If the Rent or any part thereof shall be in arrears for at least 14 days after the same shall have become due (whether legally demanded or not) or if there shall be a breach of any of the obligations on the part of 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 to any other rights and remedies of the Landlord.
- 6.5 Should you wish to terminate this Agreement such that your Move Out Date falls before the End Date you will be responsible for the payment of the pro-rata commission for the unexpired portion of the tenancy, unless you are exercising a Break Clause.
- 6.6 Subject to the Break Clause provision on page 2, any time after 4 months from the Start Date, the Party exercising the Break Clause must give at least two months' notice in writing to the other Party. This means that the earliest time that the Agreement can be ended by this clause is after the expiry of 6 months from the Start Date.

7. Notices & miscellaneous

Notices

- 7.1 The Landlord gives notice to the Tenant that pursuant to Sections 47 and 48(1) of the Landlord and Tenant Act 1987 that notices (including notices in proceedings) may be served on the Landlord at the address specified on page 2 of this agreement.
- 7.2 Any notice served upon the Tenant by the Landlord pursuant to this agreement or any statute or regulation then the same may be served properly addressed to the Tenant either at the Property or by sending the 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 24 hours after posting the same.
- 7.3 The Landlord and the Tenant agree that notice may be served on the other party at the details provided on page 2.

Miscellaneous

- 7.4 If the Property comprises part only of a building the letting shall include the use (in common with others) of access ways to and from the Property inside the building.
- 7.5 References to masculine gender include the feminine; to the singular include the plural; and to the 'month' mean calendar month.
- 7.6 The Tenant is responsible for insuring their own belongings, furniture and furnishings in the Property, and the Landlord will not accept liability for any loss or damage that may occur as a result of use within the Property.

7.7 Where the Landlord's own title to the Property is leasehold and not freehold, the Landlord may themselves be a tenant under a superior lease. The Tenant agrees to perform and observe at all times during the Term the conditions and stipulations contained in the superior lease that were notified to the Tenant prior to the commencement of the tenancy.

8. Execution

SIGNED BY:

I/we acknowledge and understand the terms set out in this Agreement

LANDLORD SIGNATURE	LANDLORD SIGNATURE
NAME OF LANDLORD	NAME OF LANDLORD
DATE	DATE

I/we acknowledge and understand the terms set out in this Agreement

TENANT 1 SIGNATURE	TENANT 2 SIGNATURE
TENANT 1 FULL NAME	TENANT 2 FULL NAME
DATE	DATE

If the Landlord has a mortgage on the Property, the Landlord gives the Tenant notice under the Housing Act 1988 that possession may be recovered on the following grounds:

Ground 2: The Property is subject to a mortgage granted before the beginning of the tenancy, and the mortgagee is entitled to exercise a power of sale conferred on them by the mortgage or by section 101 of the Law of Property Act 1925 and the mortgagee requires possession of the Property for the purpose of disposing of it with vacant possession.