

Company No: 03670683 **Registered Address:** SWLA, 30 Dale Road, Plymouth PL4 6PD
Telephone: 01752 510913 Email: swlandlords@hotmail.com Website: www.landlordssouthwest.co.uk

WARNING This is a legally binding document – sign it only after you have read it all, and after having taken independent advice if you wish.

ASSURED SHORTHOLD TENANCY AGREEMENT

Reference to ‘Landlord’ in this Agreement will include an Agent or any other person acting on behalf of the Landlord

Reference to ‘Tenant’ in this Agreement will include all persons in tenancy and who are party to the Agreement

NOTICE FOR THE PURPOSE OF SECTION 48 LANDLORD & TENANT ACT 1987

The address in England or Wales at which notices and proceedings may be served upon your landlord is:-

LANDLORD NAMETelephone.....

Email.....

ADDRESS

TENANT(S) (*Full names*) Contact Telephone Number(s).....

Tenant 1 (*Lead Tenant*)Email.....

Tenant 2.....Email.....

Tenant 3.....Email.....

Tenant 4.....Email

PROPERTY ADDRESS

.....Post Code.....

Together with **Contents** as specified in the attached inventory dated.....

With the use of **Garden / Yard**

With the use of **Parking Space / Garage** at

With the use of **Shared facilities**.....

A

This Assured Shorthold Tenancy Agreement, as defined in Section 19A of the Housing Act 1988 as amended by the Housing Acts 1996, 2004 and Section 97 of the Anti-social Behaviour, Crime and Policing Act 2014, is for a **FIXED TERM** of

commencing on and including (*start date*).....to and including (*end date*).....

NOTE - If no notice of surrender is issued by the Tenant(s), then at the end of the *FIXED TERM*, the tenancy automatically becomes a **Statutory Periodic Tenancy**. All Terms & Conditions being unchanged.

RENT of £..... per is payable in advance

The Tenant shall pay the first payment of rent of £..... on the signing of this agreement and thereafter the sum of £..... shall be paid on the (*insert no*) day of each (*specify tenancy period*)

An Administration / Reservation Fee of £..... (*SWLA Form 18*) Received on

The Tenant is / is not required to pay a deposit of £..... on the signing of this Agreement.

If such a deposit is paid, then it shall be held against any claim for non-payment of rent, damage caused to the Premises during the tenancy, any breach of the Agreement or Court fees for possession if awarded by the Courts.

Deposit £..... Received

1. The Landlord lets and the Tenant takes the premises for the term specified above.
2. This Tenancy does / does not include the use of any garage or off-street parking. **See details as applicable
3. This tenancy does / does not include the use of the Landlords furniture and effects ** See details / inventory
4. This Agreement may be brought to an end (but not earlier than the expiry of the fixed term) by the Tenant(s) giving to the Landlord *at least 4 WEEKS WRITTEN NOTICE to end on the last day a tenancy period.*
5. The rent may be reviewed at the end of the *FIXED TERM* or annually on the 1st of April and may be adjusted at the discretion of the Landlord. Such rent adjustment (if applicable) to be subject to *WRITTEN NOTICE* to the Tenant(s) of a Minimum period of *ONE MONTH to begin on the first day of a tenancy period.* (*SWLA Form 12*)
6. If two or more persons are the Tenants listed on this agreement the Landlord may enforce the terms of this Agreement against all or any of the named individuals
7. A Guarantor is / is not required (either for rent and / or in lieu of deposit (*SWLA form 11 to be completed*))

GUARANTOR NAME..... Telephone

ADDRESS.....

E-MAIL ADDRESS.....

DEPOSITS

It is statutory requirement that a tenant and / or any interested party **MUST** receive the **Prescribed Information** within **30 days** after the deposit is received.

Note To Landlords - *This information must also to be given to any third party / interested party (i.e. someone who has paid the deposit on behalf of the tenant whether in whole or part). For example, a parent who pays the deposit on behalf of a student tenant*

Prescribed Information:-

- a- **Full Details** of the Authorised Scheme applying to the deposit
- b- **Confirmation** of compliance by the landlord with the initial requirements of the designated deposit protection scheme (*The Deposit Protection Certificate*)
- c- **The Operation of the Provisions of the Housing Act 2004 as amended by the Localism Act 2011**, in relation to the deposit. (*The Explanatory Leaflet*) issued by the chosen Deposit Protection Scheme)

Deposit Protection Schemes

1. *The deposit, (payable by cheque to **The Deposit Protection Service** OR in cash or banker's draft to the landlord) will be protected by The Deposit Protection Service (The DPS) The Pavilions Bridgewater Road Bristol BS99 6AA 0330 303 0030 in accordance with the Terms and Conditions of The DPS. The Terms and Conditions and Alternative Dispute Resolution service (ADR) (run by The Chartered Institute of Arbitrators) Rules governing the protection of the deposit including the repayment process can be found at www.depositprotection.com*

No fee is payable – Deposit is held by The Deposit Protection Service

or

2. *The deposit, (payable in cash or banker's draft to the landlord) will be protected by **MyDeposits** (trading name of **Tenancy Deposit Solutions Ltd** 1st Floor Premiere House Elstree Way Borehamwood Hertfordshire WD6 1JH 0333 321 9401 in accordance with the Terms and Conditions of Tenancy Deposit Solutions Ltd. The Terms and Conditions and Alternative Dispute Resolution service (ADR) (run by The Chartered Institute of Arbitrators) Rules governing the protection of the deposit including the repayment process can be found at www.mydeposits.co.uk*

A fee is payable – Deposit held by the Landlord / Agent

or

3. *The deposit, (payable in cash or banker's draft to the landlord) will be protected by **The Tenancy Deposit Scheme** (The TDS) in accordance with the Terms and Conditions of The TDS. The Terms and Conditions and The Dispute Service Ltd PO Box 541 Amersham HP6 6ZR 0845 226 7837 Rules governing the protection of the deposit including the repayment process can be found at www.tds.gb.com
*This scheme is mainly used by Letting Agencies**

Delete from the above Deposit Schemes as applicable--- leaving one option only

Tenant Obligations

THE TENANT(S) WILL:-

1. Pay all charges in respect of any council tax, gas, electricity, heating-oil, water, telephone, television license and televisual services used at or supplied to, the Premises during the tenancy.
2. Pay the costs of any contractor or other person(s) called to the Premises without the Landlord's prior consentor for work for which the Landlord is not responsible.
3. Pay for the cleaning of all curtains, pillows, duvets, bedspreads, or blankets (if any) if used by the tenant.
4. Permit the Landlord to enter the Premises at all reasonable hours upon 24 hours written notice, to inspect the premises, furniture and effects, to carry out safety checks or any repairs or maintenance to the Premises or elsewhere which the Landlord or Local Authority may consider necessary and for the purpose of allowing prospective tenants or purchasers to view the premises.

5. Be responsible for cleaning the windows of the Premises during the term of the tenancy.
6. Not assign, sub-let or part with possession of part or the whole of the Premises.
7. Not to take in any Lodger, Paying Guest or any other person without the prior written consent of the Landlord.
8. Not to use the premises other than for the purpose of a single dwelling house, nor carry on any trade or profession from the Premises nor use or possess any illegal substances.
9. Use the Premises in a tenant-like manner and not cause or do anything causing a nuisance or annoyance to any adjoining occupiers. Not to act in an antisocial manner.
10. Be responsible for insurance of personal possessions.
11. Not have access to nor use any loft or attic space without the prior written consent of the Landlord.
12. Not keep any pets or animals that are dangerous or are capable of causing damage to the premises.
13. Not vacate the premises for a period longer than 14 consecutive days without first informing the landlord.
14. Not move anything into the premises (including furniture) except the Tenant's personal effects without first obtaining the written consent of the Landlord.
15. Not apply adhesive or adhesive tape or fix tape, pins nails or other fixings of any kind to the walls, wallpaper or decorated surfaces of the Premises including ceilings woodwork doors or furniture.
16. Keep the doors and windows of the Premises locked when the Tenant is not in the Premises.
17. Forward to the Landlord any correspondence addressed to the Landlord without delay.
18. Not use any heater other than that provided by the Landlord nor bring into the premises any combustible fluid
19. Not alter, damage or injure the Premises or Contents in any way.
20. Be responsible for the cleanliness of the property. All appliances and utensils shall be properly used and cleaned after use. Keep any garden clean and tidy
21. Inform the Landlord at once of any penetration by water, outbreak of fire or of any burglary or attempted burglary.
22. Not install any new locks in the Premises nor alter or change any existing lock in the Premises.
23. Report to Landlord any infestation becoming apparent after 7 days of tenancy period. Cost of treatment being responsibility of tenant.
24. Not hang any clothes or attach signs, posters or advertisements at or out of the windows.
25. Keep stairways clean and lobbies leading to the Premises clear and not obstruct any passageways in the premises with bicycles, prams, boxes, bins, refuse or similar items.
26. Not carry out any internal or external decorating without first obtaining the written consent of the Landlord.
27. Not move any of the Landlord's furniture or possessions out of the Premises.
28. Dispose of all refuse in accordance with Local Authority requirements including separating waste into receptacles provided for re-cycling. Refuse should not be put out before 6pm on the day before collection. Refuse collection is on.....of each week
29. Not fix or have fixed to the Premises any Aerial, Dish or Cable of any kind without first obtaining the written consent of the Landlord.
30. Adequately ventilate the Premises so as to prevent the formation of condensation.
31. Not hold parties, make noise or use sound reproduction equipment or musical instruments in or about the property in such a manner so as to be a nuisance to other persons in the property, adjoining properties or surrounding areas.
32. Operate any washing machine at a reasonable time.
33. At the end of the tenancy leave the furniture and effects in the same rooms in which they were at the commencement of the tenancy.
34. Deliver up the Premises at the end of the tenancy in a clean and tidy condition and agree that the landlord will, forthwith, dispose of any effects left after the end of the tenancy.
35. Return the keys of the Premises to the Landlord by 12 noon on the final day of the tenancy and agree settlement of deposit (if applicable) and sign the Surrender of Tenancy section.
- 36.

HERE INSERT ANY SPECIAL CONDITIONS:-

Not smoke, or to allow any visitor to smoke in the premises.

If the rent or any instalment or part of it shall be in arrears for at least 14 days after it has become due (whether legally demanded or not) or if there shall be a breach of any of the agreements, conditions or terms by the Tenant the Landlord may re-enter the property and immediately the Tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord. The landlord acknowledges that to exercise this right the Landlord has to apply to the court for an order.

THIS AGREEMENT may be brought to an end at any time by the Landlord giving to the Tenant Notice of Seeking Possession of a Property Let on Assured Shorthold Tenancy based on ground 2, 7A or 8 in Part 1 of Schedule 2 of the Housing Act 1988 as amended in 1996 and in conjunction with Section 97 of the Anti-social Behaviour, Crime and Policing Act 2014 or on grounds 10 to 17 inclusive in Part II of Schedule 2 of the Housing Act 1988 as amended in 1996 and in conjunction with Section 97 of the Anti-social Behaviour, Crime and Policing Act 2014 (Section 8).

The landlord may also bring the tenancy to an end by giving to the tenant a Notice Requiring Possession under Section 21 of the Housing Act 1988.

Any Notice to be served upon the Tenant by the Landlord shall be sufficiently served if left at the premises. THE LANDLORD agrees that the Tenant paying the rent and observing the terms of this agreement, shall quietly possess and enjoy the premises during the Tenancy without interruption from the Landlord.

DATA PROTECTION ACT

I/We the Tenant(s) agree that in the event of a breach of this Tenancy Agreement my/our personal details and details of the breach/misconduct may be held in register(s), and may be made available to other Landlords and or Letting Agencies.

TENANCY DEPOSIT PROTECTION SCHEME *(Prescribed Information)*

By signing this agreement I (the lead tenant) confirm that I have received details of the Deposit Protection Scheme including the explanatory leaflet provided by *(insert below full Name of Deposit Scheme – details on page 3)*

.....

Interested Parties in the deposits who have also received this information are:-

(List any interested parties).....

(i.e. someone who has paid the deposit on behalf of the tenant whether in whole or part). For example, a parent who pays the deposit on behalf of a student tenant

Additional Required Documentation

I, the tenant confirm that I have received-

- 1. Energy Performance Certificate (not required for licensed HMOs)
- 2. Gas Safety Record
- 3. How to Rent – Checklist for renting in England (www.gov.uk/government/publications/how-to-rent)
- 4. Smoke Alarm and Carbon Monoxide Detector tests confirmation working on commencement of AST.

SIGNATURE OF TENANT(S)

Tenant 1 (*Lead Tenant*).....

Tenant 2.....

Tenant 3.....

Tenant 4.....

SIGNATURE OF LANDLORD.....

SIGNATURE OF WITNESS.....

Witness full name and address.....

.....

IF SIGNED BY AN AGENT, NAME AND ADDRESS OF AGENT.....

.....

DATE..... TIME.....

SOUTH WEST LANDLORDS ASSOCIATION gives notice that whilst this form of agreement was in our opinion, accurate and suitable for use, SWLA shall not be held liable for the consequences of using this agreement.

TENANT DETAILS:-

TENANT (1) Previous Address.....

Occupation.....Employer.....

National Insurance No.....DoB.....

Next of Kin.....Tel No

Address.....

TENANT (2) Previous Address.....

Occupation.....Employer.....

National Insurance No.....DoB.....

Next of Kin.....Tel No

Address

DETAILS OF OTHER TENANTS – ATTACH SEPARATE SHEET IF REQUIRED

The information contained is true and accurate. I/we agree that my previous landlords and my employer may be contacted for reference.

SURRENDER NOTICE

NAME OF TENANT (s).....

ADDRESS OF TENANCY

I/we being the tenant(s) of the above described tenancy hereby give irrevocable Notice that I/We will give up and surrender the tenancy of this property on the 20.....

SIGNATURES OF TENANT(s)

LEAD TENANT FORWARDING ADDRESS – Required for Mail, Utilities, Council tax & Deposit Refunds

Email Address..... DATE.....

RECEIVED THIS NOTICE OF SURRENDER

Final Readings:- GAS..... ELECTRICITY WATER

Keys returned - Yes / No Actions / Notes / Comments.....

SIGNATURE OF LANDLORDDATE

Confirmation Of Documents Supplied in Connection With A Tenancy

The following documents have been supplied in connection with a tenancy to all tenants by the landlord (or on behalf of the landlord by an agent) "Landlord" included a prospective landlord and "tenant" includes a prospective tenant.

Document	Number of pages Amend as appropriate	How Provided
Energy Performance Certificate (EPC)	4	Hard Copy
Gas Safety Record	1	Hard Copy
"How to Rent the checklist for renting in England" as published by the Department for communities and Local Government	8	Hard Copy/E-Mail
Legionella Guidance for residential occupiers	1	Hard Copy
Tenancy Deposit Prescribed Information	16	Hard Copy
Smoke and Carbon Monoxide Test Completed	1	Hard Copy

I confirm I have received all the above mentioned documents. Where there is more than one tenant, the documents have been received on behalf of all tenants. Where any documents have been received by e-mail, I confirm I have given my consent for that document to be received by e-mail.

DO NOT sign this confirmation until you have received ALL the documents shown above.

Signed	1	2	3	4	5	6

(one or more person may sign on behalf of several) Dated :