

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

WARNING This is a legally binding document, it may commit you to certain actions for the period of any fixed term and beyond – 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 47 and 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

The “Landlord” shall include the Landlord’s successors in title and assigns.

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**.....

.....

THIS AGREEMENT is intended to create an **Assured Shorthold Tenancy** as defined in Part 1 of the Housing Act 1988 (including any subsequent amendments). These tenancies do not guarantee the Tenant any right to remain in possession after the fixed term (subject to a minimum right of occupancy of six months).

For a FIXED TERM of

The Term shall be from and including.....to and including.....and then the tenancy continues as a monthly statutory periodic until ended following either party giving Notice.

The “Term” is to include any periodic continuation of the tenancy beyond the fixed term.

RENT of £..... per calendar month is payable in advance (or other period if applicable) .

The Tenant shall pay the first payment of rent of £.....on/...../..... or prior to the date of taking possession. Thereafter the “Rent Due Date” will be theday of each month during the Term of this agreement. Overdue rental payments will be subject to interest at the rate of 6% per annum calculated from the date the payment was due up until the date payment is received.

A Reservation Fee of £.....(SWLA Form 18, see rules regarding Tenant Fee Ban) 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 and any breach of the terms of this Agreement also 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 the Landlords furniture and effects ** See details / inventory
3. 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 not less than one month’s notice in writing to end on the last day of a tenancy period.

4. RENT INCREASES

4.1 If a Tenant remains in possession of the Property for more than 12 months, then the Rent may increase once each year.

4.2 The Rent will increase by the amount stated in the CPI (Consumer Prices Index) as quoted in the month in which the rent increase notification is provided. Regardless of CPI, the amount of the rent increase will be subject to a minimum of 2% to a maximum of 5%.

4.3 Not applying the rent increase at the first opportunity (12 months after start of tenancy) will not prevent the Landlord increasing the rent at a future date. Any further rent increases will not be implemented sooner than 12 months since the last increase.

5. Where the Tenant consists of more than one entity or person, the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations.

6. 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.....

GUARANTOR

6.1 In consideration for the Landlord granting the Tenant a tenancy of the Property, the Guarantor agrees to pay the Landlord for any reasonable losses suffered as a result of the Tenant failing to fulfil any of their obligations under this agreement or failing to pay Rent or other monies lawfully due.

6.2 The Guarantor agrees to pay, on demand and in full, any overdue Rent or other monies lawfully due under this agreement for the full Term and until vacant possession is given to the Landlord.

6.3 The Guarantor agrees to make payments lawfully due under this Agreement even after the Tenant has returned possession of the Property to the Landlord.

DEPOSITS

7. It is a statutory requirement that a tenant and / or any interested/relevant person **MUST** receive the **Prescribed Information** within **30 days of the deposit being 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 relevant 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

- *The deposit, (payable to the Landlord or Agent) 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*

or

- *The deposit, (payable to the Landlord or Agent) 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*

or

- *The deposit, (payable to the Landlord or Agent) 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 Limited, 1 The Progression Centre, 42 Mark Road, Hemel Hempstead, HP2 7DW 0845 226 7837 Rules governing the protection of the deposit including the repayment process can be found at www.tenancydepositscheme.com*

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

8 POSSESSION

8.1 Without limiting the other rights and remedies of the Landlord, the Landlord may seek to lawfully terminate the tenancy by obtaining a court order if:

8.1.1 the Rent or any part of it is in arrears, whether formally demanded or not, or

8.1.2 the Tenant is in breach of any of the obligations under this agreement, or

8.1.3 any of the grounds of Schedule 2 of the Housing Act 1988 apply (these grounds allow the Landlord to seek possession of the Property in specified circumstances, including rent arrears, damage to the Property, nuisance and breach of a condition of the tenancy agreement), or

8.1.4 a notice is served under section 21 of the Housing Act 1988 (section 21 gives the Landlord a right to end an assured shorthold tenancy without any specific reason, though only after any fixed term has ended, or in operation of a break clause),

Tenants who are unsure of their rights should seek advice.

TENANT OBLIGATIONS

THE TENANT(S) WILL:-

9.1 Pay a fair proportion of all charges, based on the length of the tenancy, including water and sewerage charges, rates and assessments (but of an annual or recurring nature only) and for all gas, electricity, oil or solid fuel consumed on the Property (including all fixed and standing charges, including any Green Deal cost) and all charges for the telephone during the Term of this agreement. If the Landlord is held responsible by law for the payment of any of these bills the Tenant agrees to refund to the Landlord the amount covering the Term of this tenancy.

9.2 Pay for the reconnection of water, gas, electricity or telephone if the disconnection results from any act or omission of the Tenant or the Tenant's agents. The Landlord is not responsible for any connection charges for services such as gas, electricity, water, telephone if the services are not currently connected.

9.3 Pay the Council Tax, or any replacement taxation (even of a novel nature), in respect of the Property for the Term of this agreement, unless and until the tenancy is lawfully terminated. This includes refunding the Landlord any charge levied against the Landlord in respect of the Property.

9.4 Notify the relevant authorities and arrange and pay final accounts on possession being returned to the Landlord.

10. Pay the costs of any contractor or other person(s) called to the Premises without the Landlord's prior consent or for work for which the Landlord is not responsible.

11. Pay for the cleaning of all curtains, pillows, duvets, bedspreads, or blankets (if any) if used by the tenant.

12.1 Permit the Landlord and or the Landlord's Agent or others, after giving 24 hours written notice and at reasonable hours of the daytime, to enter the Property:

12.2 to view the state and condition and to execute repairs and other works upon the Property or other properties, or

12.3 to show prospective purchasers the Property at all times during the Term and to erect a board to indicate that the Property is for sale, or

12.4 to show prospective tenants the Property, during the last month of the Term and to erect a board to indicate that the Property is to let.

12.5 Where the Landlord or the Landlord's Agent have served a valid written notice of the need to enter to view the state and condition or to effect repairs (except in case of emergency when access shall be immediate), the Tenant agrees to them using their keys to gain access if the Tenant is unable to grant access to the Landlord or the Landlord's Agent.

13. Be responsible for cleaning the windows of the Premises during the term of the tenancy.

14. Not assign, sub-let or part with possession of part or the whole of the Premises. Not to take in any Lodger, Paying Guest or any other person without the prior written consent of the Landlord.
15. 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.
16. 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.
17. Not have access to nor use any loft or attic space without the prior written consent of the Landlord.
18. Not keep or permit to be kept any pets or animals without the prior written consent of the Landlord (such consent shall not be unreasonably withheld but may be withdrawn where such pet or animal is or becomes dangerous to others)
19. Not vacate the premises for a period longer than 14 consecutive days without first informing the landlord.
20. Not move anything into the premises (including furniture) except the Tenant's personal effects without first obtaining the written consent of the Landlord.
21. 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, windows or furniture.
22. Keep the doors and windows of the Premises locked when the Tenant is not in the Premises.
23. Forward to the Landlord any correspondence addressed to the Landlord without delay.
24. Not use any heater other than that provided by the Landlord nor bring into the premises any combustible fluid
25. Not alter, damage or injure the Premises or Contents in any way.
26. 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.
27. Inform the Landlord at once of any penetration by water, outbreak of fire or of any burglary or attempted burglary.
28. Not install any new locks in the Premises nor alter or change any existing lock in the Premises without the prior consent of the landlord.
29. Report to Landlord any infestation becoming apparent after 7 days of the start of the tenancy. Cost of any treatment being the responsibility of the tenant.
30. Not hang any clothes or attach signs, posters or advertisements at or out of the windows.
31. 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.
32. Not carry out any internal or external decorating without first obtaining the written consent of the Landlord.
33. Not move any of the Landlord's furniture or possessions out of the Premises.
34. 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 and the bins should be replaced after emptying. Refuse collection is on.....

35. 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.
36. Adequately ventilate and heat the Premises so as to prevent the formation of condensation.
37. 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.
38. Operate any washing machine at a reasonable time.
39. 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.
40. 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.
41. 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.

42. INSURANCE

- 42.1 Be responsible for effecting any insurance the Tenant requires for their own possessions.
- 42.2 The Landlord is not providing any insurance cover for the Tenant's possessions.

43. UNIVERSAL CREDIT and HOUSING BENEFIT

- 43.1 The Tenant agrees that the appropriate authority may discuss with the Landlord the details of any Housing Benefit, Council Tax or Universal Credit claims made at any time in relation to the renting of the Property.
- 43.2 If the Landlord so requires and the rules allow it, the Tenant consents to any Benefit being paid directly to the Landlord.
- 43.3 The Tenant agrees to refund to the Landlord any Benefit overpayment recovery which is sought from the Landlord in respect of this tenancy, either before or after the Tenant has vacated the Property, where this creates a shortfall in the money owed to the Landlord.

HERE INSERT ANY SPECIAL CONDITIONS:-

i.e [Not smoke, or to allow any visitor to smoke in the premises.]

44 LANDLORD'S OBLIGATIONS

The Landlord agrees with the Tenant as follows:

- 44.1 To pay all assessments and outgoings in respect of the Property (except those for which responsibility is assumed by the Tenant under this agreement).
- 44.2 To allow the Tenant quiet enjoyment of the Property during the tenancy without any unlawful interruption from the Landlord or any person lawfully claiming under or in trust for the Landlord.
- 44.3 To return to the Tenant any Rent paid for any period while the Property is rendered uninhabitable by fire or other risk for which the Landlord has agreed to insure. However, the Landlord is under no obligation to rehouse the Tenant or to pay for any alternative accommodation.
- 44.4 That he is the sole owner of the leasehold or freehold interest in the Property and that all necessary consents to allow him to enter into this agreement (superior lessors, mortgage lenders or others) have been obtained in writing.
- 44.5 To maintain a comprehensive insurance policy with a reputable company to cover the Property, but not including the Tenants belongings or liabilities for damage.

44.6 That the Landlord will not be responsible for any loss or inconvenience suffered as a result of a failure of supply or service to the Property, supplied by a third party, where such failure is not caused by an act or omission on the part of the Landlord.

44.7 The Landlord agrees to provide a copy of the insurance and any freehold or head lease conditions affecting the behaviour of the Tenant if requested.

44.8 Pay the Tenant's reasonable costs, reasonably incurred and which cannot be mitigated, if the Landlord or the Landlord's Agent fail to keep the appointment to check the inventory at the end of the tenancy and another has to be scheduled.

44.9 The Landlord agrees to fulfil his repairing obligations contained within Section 11 of the Landlord and Tenant Act 1985. These are quoted below;

- 11
- (a) to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes);
 - (b) to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
 - (c) to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.

RIGHT TO RENT DOCUMENT CHECK BY LANDLORD MUST BE CARRIED OUT

DATA PROTECTION

The Landlord is the Data Controller and will retain information about this tenancy for up to 7 years after it has ended. The Landlord will only collect and process Data as necessary and only to the extent that is needed. The Tenants / prospective Tenants / Guarantor (where applicable) acknowledge that the Landlord may share relevant information to third parties requesting a reference and others where the Landlord has a statutory duty to do so. Where you have a joint tenancy or a Guarantor, as necessary, information will be shared with the joint Tenant / Guarantor in relation to the performance of your tenant responsibilities ie. rent, tenancy breach etc. All personal information obtained from the Tenant/s is used solely for the granting and managing of this AST and to comply with the Housing Act and relevant Landlord/Tenant legislation. Data will be generated internally for example to keep rent records. The Landlord's legal reason for collecting and processing personal Data is; to perform their contract so that they can carry out their responsibilities under the tenancy agreement.

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 (Relevant Persons) 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 or Guarantor.

Requirements and Documentation

I, the Tenant confirm that I have received-

1. Energy Performance Certificate (not required for licensed HMOs but recommended)
2. Gas Safety Record (if applicable)
3. How to rent: the checklist for renting in England (www.gov.uk/government/publications/how-to-rent)
4. Smoke Alarms (compulsory) and Carbon Monoxide Detector (if applicable) tested and confirmed as working on commencement of this Agreement.

The Tenant is advised to ensure they have read and understood this agreement before signing it.

- *The Tenant signs this agreement to confirm acceptance of the terms within it and in accordance with Statutory Instrument 2007 No. 797 Regulation 2(1)(g)(vii)(bb), the Tenant confirms that the information provided for the Tenancy Deposit Protection prescribed information is accurate to the best of their knowledge and belief.*

SIGNATURE OF TENANT(s)

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

Tenant 2.....

Tenant 3.....

Tenant 4.....

SIGNATURE OF LANDLORD.....

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

.....

DATE.....

THE TENANT GIVES CONSENT THAT DOCUMENTATION RELATING TO THIS TENANCY MAY BE SENT BY EMAIL. I DO / DO NOT GIVE CONSENT.....

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.....Next of Kin Tel No

Next of Kin Address.....

TENANT (2) Previous Address.....

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

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

Next of Kin.....Next of Kin Tel No

Next of Kin Address

DETAILS OF OTHER TENANTS – ATTACH SEPARATE SHEET IF REQUIRED

The information contained is true and accurate. I/we agree that previous landlords and employers may be contacted for a 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/...../.....

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 Inventory checked – Yes / No

Actions / Notes/ Comments.....

SIGNATURE OF LANDLORDDATE

Confirmation of Documents and Requirements Supplied (where applicable) in Connection With This Tenancy

Document/Requirement	Delete as Appropriate	Date Received	Signature of Tenant
Energy Performance Certificate (EPC)	Hard Copy/Email		
Gas Safety Record	Hard Copy/Email		
“How to Rent the checklist for renting in England”	Hard Copy/E-Mail		
Tenancy Deposit Prescribed Information	Hard Copy/Email		
Smoke Alarm Test Completed	Tested		
Carbon Monoxide Alarm Test Completed	Tested		
Legionella Guidance for Residential Occupiers	Hard Copy/Email		
Electrical Installation Safety Check	Hard Copy/Email		
PAT Test Certificate	Hard Copy/Email		
Appliance Safety Instructions	Hard Copy/Email		

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 electronically.