



## ASSURED SHORTHOLD TENANCY AGREEMENT

**LEEDS PROPERTY ASSOCIATION AGREEMENT for an Assured Shorthold tenancy (2009 Edition)**

Date of Agreement:

Particulars of Agreement:

Landlord:

of (address):

Which is the Landlord's address for service of notices (for the purposes of Section 48 of the Landlord & Tenant Act 1987)

Tenant:

Property let to the Tenant (address):

Commencement Date:

Termination Date:

at 12 noon.

Rent at the rate of £

per annum. Term of tenancy:

months

Instalments of rent and rent payment dates:

Method of rent payment: Cash/Cheque/Bank Standing Order/Direct Debit/ a series of post dated cheques\*

In addition the Tenant shall pay the Council Tax water charges and the utility charges

Deposit: £

(insert "nil" if none is payable)

Nominated lead tenant relating to the Deposit:

Basic Administration fee: £

(insert "nil" if none is payable)

Additional administration fee where Deposit paid by a third party: £

per third party

Additional administration fee if Deposit not paid within 14 days: £

Maximum number of occupants permitted: persons

Name and address of Managing Agent (if any)

Npower is the nominated supplier for gas and electricity. The Tenant must not obtain supplies except from the nominated supplier.

\*Delete as appropriate

## **INTERPRETATION**

1. In this Agreement the following definitions shall apply:-
  - (1) references to "the Landlord" and "the Tenant" include their respective successors
  - (2) where more than one person is "the Tenant" the obligations of those persons shall be joint and individual. References to "the Tenant" are then also references to any of those persons.
  - (3) references to "the Property" include references to any part or parts of the Property
  - (4) references to "the Fixtures and Fittings" means the Landlord's fixtures and fittings furniture and effects made available for the Tenant's use. They also include individual items and replacement items
  - (5) references in this Agreement to "the Term" or "the tenancy" include any extension of it. They also include any statutory periodic tenancy which may arise at the end of the Term
  - (6) "Water charges" also includes sewerage and environmental service charges
  - (7) any obligation not to do any act or thing shall also be treated as an obligation not to allow anyone else to do such an act or thing
  - (8) "the Property" means the premises let to the Tenant. If this forms part of a building then the Tenant's obligations relating to the Property shall where appropriate also apply to the remainder of the building and the Shared Accommodation (if any) although these are not let to the Tenant
  - (9) "Shared Accommodation" means accommodation (if any) which is not included in the letting but which is made available for use by the Tenant together with others
  - (10) "Utility charges" include charges for gas, electricity, telephone, cable and satellite t.v. and the television licence
  - (11) "the Particulars" means the Particulars to this Agreement. These form part of the Agreement

## **LETTING OF THE PROPERTY**

2. The Property is let by the Landlord to the Tenant for the Term commencing on the Commencement Date and ending on the Termination Date at the Specified Time.

## **RENT**

3. The rent payable shall be calculated at the annual rate specified in the Particulars. It shall be paid by the Tenant by payments in advance as provided for in the Particulars. All payments of rent shall be made by the method specified in the Particulars.

## **COUNCIL TAX ETC**

4. The Rent is exclusive of any Council Tax, water charges or utility charges affecting the Property. These will be payable by the Tenant in addition to the Rent.

## **MAXIMUM NUMBER OF OCCUPANTS**

5. The maximum permitted number of occupants of the Property shall be the number of persons specified in the Particulars. No more than that number shall reside at the Property.

## **SHARED ACCOMMODATION**

6. The Tenant shall have the right to use the Shared Accommodation (if any) but in common with such other persons as may be designated by the Landlord.

## **FIXTURES AND FITTINGS**

7. The tenancy shall include the Fixtures and Fittings together with the use of the same in the Shared Accommodation (if any).

## **THE DEPOSIT**

- 8(1) On the signing of this Agreement the Tenant shall pay the Deposit to the Landlord
- (2) The Deposit shall be security for the Landlord for
  - (i) any Rent or other sum which may become payable to the Landlord by the Tenant under this Agreement
  - (ii) reasonable compensation for the Landlord if the Tenant breaks any of the Tenant's agreements under this Agreement
  - (iii) any unpaid accounts for utility charges. The Landlord shall be entitled to discharge such accounts on behalf of the Tenant.
  - (iv) any reasonable expenses incurred as a result of the Tenant failing to return any of the keys to the Landlord
  - (v) any overpaid housing benefits repayable by the Landlord to the local authority.

- (3) The Deposit shall be returned to the Tenant after the Tenant has vacated the Property following the end of the tenancy (and the return of the keys) subject to any deduction which the Landlord is entitled to make from it
- (4) The Landlord reserves the right to withhold the Deposit until the Landlord is satisfied that the local authority will not claim the repayment of any housing benefit from the Landlord where housing benefit has been paid direct to the Landlord
- (5) The Deposit shall not be returned until the Landlord has received satisfactory proof that all utility charges have been fully paid by the Tenant. Repayment of the balance of the Deposit may be made where the Tenant is able to satisfy the Landlord acting reasonably that the total amount outstanding for utilities following the end of the tenancy is less than the amount of the Deposit subject to any other applicable deduction.
- (6) No interest shall be payable on the Deposit (except where the deposit is paid into the Government's Custodial Deposit Scheme in which case it will be paid according to the Scheme's Terms and Conditions).
- (7) The Tenant shall not be entitled to refuse to pay any Rent because the Landlord is holding the Deposit.
- (8) The person named as nominated lead Tenant is appointed as agent by each person named as the Tenant and any third party to deal with the Deposit or any dispute in respect of the Deposit. The nominated lead Tenant may be changed by a majority of the persons who comprise the Tenant so long as any change is notified in writing to the Landlord. In the case of a joint tenancy if no nominated lead tenant is appointed the first named tenant is appointed to act.

## **TENANT'S AGREEMENTS**

9. The Tenant agrees with the Landlord as follows:-
  - (1) to pay the Rent as provided in this Agreement
  - (2) to take reasonable care of the Property and the Fixtures and Fittings
  - (3) to keep the interior of the Property in good repair and in good decorative condition (fair wear and tear excepted)
  - (4) to keep the Fixtures and Fittings in good repair and condition (fair wear and tear excepted)
  - (5) to make good or pay for the reasonable cost of making good all damage to the Property caused by the Tenant or any person residing in or visiting the Property (fair wear and tear excepted) . This includes any damage caused by stiletto heels or the like
  - (6) to make good or pay the reasonable cost for the repair or replacement of any of the Fixtures and Fittings which have been broken lost stolen damaged or destroyed during the Term where caused by the Tenant or any person residing in or visiting the Property including cases where this is due to their fault or negligence (fair wear and tear excepted).
  - (7) to permit the Landlord and others authorised by the Landlord at all reasonable times on not less than 24 hours notice (other than in case of emergency) to enter upon the Property. This is to allow the Landlord to examine the condition and use of the Property or the Fixtures and Fittings. The Landlord may also enter (i) to carry out repairs to decorate or improve the Property or the Fixtures and Fittings (ii) to repair decorate or improve any adjoining premises (iii) to carry out any obligation placed upon the Landlord by law (iv) to carry out any routine checks (v) to carry out the recommendations or requirements of the local authority or any accreditation scheme of which the Landlord is a member or (vi) to carry out any works required by any licence affecting the Property or to comply with the conditions of any such licence. A photographic or video record may be taken on any visit.
  - (8) not to do anything as a result of which the insurers may refuse to pay a claim under any policy of insurance on the Property or on the Fixtures and Fittings or to cause the rate of premium on any such policy to be increased
  - (9)(a) not to assign or part with or share the possession of the Property except with the Landlord's prior written consent (such consent not to be unreasonably withheld)
  - (b) not to sub-let the Property
  - (c) not without the prior written consent of the Landlord (such consent not to be unreasonably withheld) to allow any person to reside in the Property other than a person named in the Agreement as the Tenant
  - (10) unless otherwise arranged on not less than 24 hours notice to allow the Property to be viewed at all reasonable times by the person who is or is acting on behalf of a prospective purchaser or tenant of the Property authorised by the Landlord or the Landlord's Agents.
  - (11) not to use the Property for any illegal or immoral purpose
  - (12) not to keep use or bring upon the Property any articles of a specially combustible or specially inflammable or dangerous nature. This includes candles and chip pans (except electrically operated thermostatically controlled chip pans). This does not prohibit matches, or aerosol cans.
  - (13) not to bring any furniture on to the Property without the Landlord's prior written consent (such consent not to be unreasonably withheld) and in any event not to bring any article on to the Property which does not comply with the safety regulations for furniture and furnishings. Details of these regulations may be obtained from an Advice Centre or a Solicitor. Any furniture belonging to the Tenant shall be removed at the end of the Term
  - (14) not to do anything on or in connection with the Property which shall be a nuisance annoyance or cause damage to the Landlord or to any neighbouring or adjoining or adjacent property or the owners or occupiers of such property or to any person who is lawfully in the vicinity of the Property
  - (15) to pay all utility charges for the Property or where appropriate a fair proportion of the same if the supply is shared. If the Landlord is required to pay these charges the Tenant will reimburse the Landlord for them

- (16) on being asked to do so (a) to notify the Landlord in writing of the identity of each utility supplier for the Property together with the reference and any account number (b) not to change the nominated supplier for gas and electricity supplies to the Property (c) If the Tenant changes the nominated supplier to pay an administration fee of £100.00 to deal with converting back for each supply (d) if the supplier is changed to notify the Landlord of this in writing and to supply the reference and account number together with the name of the new supplier.
- (17) not to keep animals or birds or other pets at the Property except with the prior written consent of the Landlord (such consent not to be unreasonably refused) but any such consent may be withdrawn for good reason.
- (18) to use the Property for private residential purposes only
- (19) not to fit or change any lock in the Property
- (20) not to keep or use any paraffin heater liquid petroleum gas heater or portable heater in the Property
- (21) not to remove any of the Fixtures and Fittings from the Property or store the same in the cellar of the Property (if any). Upon vacating the Property the Tenant shall leave the Fixtures and Fittings in the same place in which they were at the Commencement Date
- (22) not to permit any person under the age of 16 to sleep in the Property without the prior written consent of the Landlord (such consent not to be unreasonably refused)
- (23) not to make any alterations in or additions to the Property or cut into or injure any part of the Property without the prior written consent of the Landlord (such consent not to be unreasonably refused) but the Landlord shall be entitled to require any such alterations or additions to be reinstated at the end of the Term, if this is reasonable.
- (24) not without the prior written consent of the Landlord (such consent not to be unreasonably refused) to decorate the Property, but only in such colours and using such materials as are first approved in writing by the Landlord acting reasonably
- (25) before leaving the Property vacant at any time other than for a short period to ensure that the stop cock for the water supply is turned off
- (26) not without the Landlord's prior consent to tamper or interfere with or make any alterations or additions to the electrical, gas, plumbing, heating, fire alarm or detection or security systems or any meters or installations in the Property
- (27) to keep the Property including the windows in a clean and tidy condition throughout the tenancy. In the case of the Shared Accommodation (if any) to ensure that there is a cleaning rota which is properly adhered to for the cleaning of the Shared Accommodation
- (28)
  - (a) to remove all rubbish from the Property and to place the same within the dustbin, wheelie bin or receptacles provided.
  - (b) In the case of dustbins or wheelie bins to ensure that all rubbish is placed and kept inside plastic bin liners inside such dustbins or wheelie bins
  - (c) to comply with any recycling arrangements relating to refuse disposal
  - (d) to comply with all the local authority's requirements regarding the storage or disposal of waste including when to put out and take in any bin
- (29) if there are any vermin in the Property or if any repairs are required to the Property or the Fixtures and Fittings (which are the Landlord's responsibility) to notify the Landlord immediately and in writing. In the case of vermin the Tenant shall take such steps as may be necessary to eradicate them (which do not involve any work to the structure or fabric of the Property)
- (30) in cold weather to protect the Property from frost by providing adequate heating for the Property
- (31) not to dispose of fat, rice or any other similar matter into the drain sinks or waste serving the Property in order to prevent them from being blocked
- (32) to clear or pay for the reasonable cost of cleaning all blockages and stoppages to any drain sink bath shower w.c. or other waste serving the Property resulting from any misuse or default by the Tenant or anyone residing in or visiting the Property
- (33) unless the Landlord agrees to do so to keep the garden (if any) tidy and cultivated but this does not require the Tenant to improve any garden. If the Tenant fails to do so or if the Landlord undertakes to maintain the garden to pay the reasonable costs incurred by the Landlord for doing so. The Tenant shall clear up litter and leaves (so as to prevent them from blocking drains)
- (34) to ensure that the Property is kept properly ventilated
- (35) not to place or leave anything which may obstruct any of the Shared Accommodation (if any) in the Property
- (36) to pay the Landlord's reasonable administration charges and all reasonable legal costs or other costs and expenses incurred by the Landlord in connection with the recovery of any arrears of rent or other monies payable under this Agreement or the enforcement of any breach by the Tenant of the terms of this Agreement. Where no charge is specified the Landlord's administration charges will be assessed according to the time reasonably spent by the Landlord This also applies to removal of the Tenant's property once the tenancy has ended. Such charges will include the Landlord's own time.
- (37) to pay all water charges or Council Tax relating to the Property. If the Property is part of a dwelling (as defined under the Local Government Finance Act 1992) Council Tax must be paid for the Property which will be a fair share of the tax payable. The liability to pay Council Tax applies even where some of the residents of the Property or the dwelling are exempt from Council Tax. If the Landlord has to pay such charges or tax the Tenant will reimburse the Landlord for them

- (38) if the Property is broken into not to arrange for the same to be boarded up or repaired without the express prior agreement of the Landlord obtained at the time
- (39) to leave the Property secure and to activate all security systems and alarms at all times when the Property is not occupied
- (40) not to do anything which may create a fire or safety hazard at the Property, including not smoking where this is prohibited. This includes not overloading electric sockets.
- (41) to pay the Landlord's administration charges (if any) as specified in the Particulars.
- (42) to pay interest on any rent or other sums payable under this Agreement which remains unpaid for 7 days after the date when the same becomes payable at the rate of 3% per annum above Royal Bank of Scotland plc base rate (as varied from time to time) (with a minimum of 5%) from the date when the same became payable until payment (such interest to be paid both before and after any Court Judgment)
- (43) to comply with all requirements imposed by law in relation to the Property (except for any which the Landlord is obliged by law to observe) and not to do anything which is a breach of any term of any licence relating to the Property
- (44) the Tenant shall carry out any test (including any visual inspection) required to the fire detection and burglar alarm systems (if any) at the Property
- (45) to replace the batteries in any non hard wire fire detectors where necessary
- (46) to keep the Tenant's own belongings and property at the Property comprehensively insured, such insurance not to be dependent upon the intruder alarm, if any, being operative
- (47) to allow the Landlord or the Landlord's Agent to display "For Sale" or "To Let" boards on the outside of the Property
- (48) to notify the burglar alarm code to the Landlord together with any change to it
- (49) to vacate the Property no later than the time specified in the Particulars and leave the Fixtures and Fittings at the determination of the Term in a clean state and condition and in good condition (fair wear and tear excepted) and in accordance with the Tenant's agreements contained in this Agreement and to return all keys to the Property to the Landlord
- (50) to pay the Landlord's reasonable charges for preparing any inventory/schedule of condition relating to the Property both at the beginning and end of the tenancy.
- (51) to provide the Landlord without delay with satisfactory proof of payment for all utilities in respect of the Property once the tenancy has ended.

#### **OTHER AGREEMENTS**

10. It is agreed as follows:-

- (1) if any instalment of Rent payable under this Agreement or any part of it is unpaid for 7 days or more (whether formally or legally demanded or not) or if there is any breach by the Tenant of any of the Tenant's agreements or obligations under this Agreement the Landlord may forfeit (that is to say terminate) this Agreement. Termination shall not affect any right which the Landlord may have to enforce any breach of the Tenant's agreements or obligations where it occurs prior to termination. The Landlord may only exercise this right by Court action whilst anyone is residing at the Property.
- (2) the Landlord may terminate this tenancy on any of the grounds specified in Schedule 2 to the Housing Act 1988 (which include non-payment of rent breach of the tenancy agreement and nuisance/annoyance)
- (3) this Agreement shall take effect subject to the provisions of Section 11 to 16 of the Landlord and Tenant Act 1985. This sets out the Landlord's repairing obligations in respect of the structure and exterior and certain installations in the Property
- (4) the Landlord may make a reasonable charge to the Tenant if the Landlord has to call at the Property because the Tenant has lost any keys to the Property or is otherwise locked out or to reset any alarm (unless due to the fault of the Landlord or anyone for whom the Landlord is responsible) or if any cheque for the rent is dishonoured for any reason or if the Landlord has to write to the Tenant about rent arrears or because the Landlord receives a complaint about the Tenant regarding nuisance/annoyance. This will be £25.00 for each time a cheque is dishonoured and £35.00 for each call out relating to the keys or an alarm during working hours. Out of hours it will be based on time spent. Any reasonable contractor's costs will be paid in addition. Letters will be charged at £25.00 each.
- (5) the provisions of Section 196 of the Law of Property Act (which sets out how notices can be served) shall apply to any notice authorised or required to be served under this Agreement or under any statutory enactment
- (6) the Landlord shall not be liable for any interruption in or failure to provide any facility or service which the Landlord undertakes to provide which is caused by circumstances beyond the reasonable control of the Landlord
- (7) the Landlord shall not be liable to the Tenant for any loss or damage of any kind resulting directly or indirectly from any burglar alarm being inoperative (wholly or partially) whether due to the same being out of repair, inoperative or not activated
- (8) this Agreement is not intended to confer any rights on third parties under the Contracts (Rights of Third Parties) Act 1999
- (9) the Landlord shall be entitled to retain a set of keys for the Property to be used (i) in an emergency (ii) if the Property is unoccupied (iii) where arrangements for access have been agreed with the Landlord (iv) to carry out

- repairs which have been notified to the Landlord by the Tenant or (v) to carry out the Landlord's legal obligations
- (10) If the Property is damaged by fire or any other risk against which the Landlord effects insurance so that it cannot be occupied the Rent shall be suspended until the Property is reinstated
  - (11) Any of the Tenant's furniture and belongings which remain at the Property once the tenancy has ended and the Tenant has vacated shall be treated as abandoned. The Landlord shall be entitled to deal with or dispose of any such items as the Landlord sees fit. The Landlord may make a reasonable charge for the cost of dealing with such items. This may include trade refuse charges.
  - (12) the obligations owed to the Landlord by any person who is the Tenant shall cease to be of effect when that person enters into a permitted assignment of the tenancy but this does not cancel liability for any breach occurring before the date of the assignment or affect any Guarantee given by such person to the Landlord
  - (13) If during the term the Landlord carries out any works to provide facilities or amenities at the Property (including fire precautions or the provision of a new bathroom, kitchen, toilet or wash hand basin) so as to comply with the conditions of any licence affecting the Property then –
    - (i) the Tenant shall have no claim against the Landlord and the Landlord shall be under no liability to the Tenant
    - (ii) the Tenant shall not be entitled to any reduction or refund in respect of the Rent (except in respect of any expressly agreed with the Landlord prior to the work being carried out)  
These provisions will apply even if the Property or any part of the Property is temporarily incapable of use but subject to the Landlord taking all reasonable and practicable steps within his power to minimise any consequent disruption.
  - (14) The Tenant's own furniture and belongings at the Property shall be at the Tenant's risk. The Landlord shall not be liable to the Tenant for any loss or damage to the Tenant's belongings or of any other kind (including loss or damage resulting directly or indirectly from any burglar alarm being inoperative for any reason) unless due to the Landlord's negligence default or breach of any of the terms of this Agreement.
  - (15) If the Particulars provide that rent must be prepaid the Landlord will refund any prepaid payment of rent which relates to a rental period beginning after the tenancy ends (subject to the right of the Landlord to set off any rent or other money payable to the Landlord by the Tenant)

#### **ASSURED SHORTHOLD TENANCY**

11. This agreement is intended to create an assured shorthold tenancy.

**SIGNED by the LANDLORD**

**SIGNED by the TENANT**

**IMPORTANT:** Where a non tenant (third party) pays any deposit on behalf of a tenant the third party must sign a separate agreement to agree to the appointment of the nominated lead tenant. An additional administration charge may be required.

## Address of Property:

### LEEDS PROPERTY ASSOCIATION MAIN TERMS OF THE TENANCY AGREEMENT

1. The tenancy is a fixed term tenancy. This means you cannot end the tenancy early unless the Landlord expressly agrees this with you
2. If there is more than one person who is the Tenant each person is jointly and individually liable to pay the rent and comply with the other terms of the tenancy. Each is therefore individually responsible for paying the full rent and making good any damage.
3. The Tenants are responsible for payment of Council Tax, water charges, gas, electricity and for the telephone and any other utility charges. The Landlord can hold back the Deposit until the Tenant provides proof of payment of all these utility charges.
4. The Property must be kept clean and tidy. The cellar/basement must be left clear of rubbish. All rubbish must be put in dustbin liners in the dustbin
5. No portable gas heaters or paraffin heaters may be used at the Property
6. Neighbours must not be annoyed e.g. by noisy parties
7. No pets may be kept at the Property without written permission
8. Any repairs to be done by the Landlord must be reported in writing
9. If any cheque for the rent is returned unpaid for any reason a charge will be made. A charge will be made for arrears letters or dealing with complaints.
10. No children are allowed at the Property without the Landlord's permission
11. No locks may be fitted or changed at the Property
12. If there is a break in you must not arrange temporary boarding up without the Landlord's express permission at the time. Otherwise the Landlord will not accept responsibility for the cost.
13. You must not bring furniture into the Property without permission.
14. All furniture or furnishings brought into the Property by the Tenant must comply with fire safety regulations
15. The Tenant must take care of the Property and the Landlord's furniture etc
16. If the Property is left empty in cold weather adequate heating must be left on.
17. The water stop cock must be turned off if the Property is left vacant at any time other than for short periods
18. The Property must be left secure if unattended. Any burglar alarm must be switched on
19. The Tenant's own property is at his/her risk.
20. You must not change the gas or electricity supplier.
21. When vacating you must leave by 12 noon. Any of the Tenant's own furniture or belongings left behind will be regarded as abandoned so the Landlord can dispose of them.
22. At the end of the fixed term unless the Tenant vacates before the end of the fixed term then by law a statutory periodic tenancy comes into effect. This is on the same terms and at the same rent as the tenancy which has run out

The period of this periodic tenancy depends on the frequency of rent payments. This new tenancy will still be an assured shorthold tenancy. When the Tenant wants to end this new tenancy notice must be given to end this tenancy. The length of the notice depends on the length of the period of the tenancy but will always be a minimum of 4 weeks. It may be longer. This does not mean that the Tenant can end the initial fixed term early. The Landlord may also give notice to end the Tenancy.

**IMPORTANT NOTE** THIS SUMMARY ONLY SETS OUT CERTAIN OF THE TERMS OF THE TENANCY. YOU ARE BOUND BY ALL OF THE TERMS OF THE TENANCY AGREEMENT. YOU SHOULD THEREFORE READ THE WHOLE OF THE AGREEMENT CAREFULLY BEFORE YOU SIGN IT.

**WARNING:** If the Property is a licensed HMO the Landlord may be required to carry out work to comply with the licence conditions. This can include providing fire precautions or amenities e.g. toilets, wash hand basins or kitchen facilities. Whilst every effort will be taken to minimise disruption the Landlord will not accept any claims or liability for the work and in particular (unless expressly agreed in writing) no refund of rent is due because the Property cannot be occupied in whole or in part whilst the work is carried out.

**CONSENT TO DISCLOSURE OF INFORMATION**

I/We consent to the disclosure of information concerning any of us to the Landlord by any utility supplier local authority or educational institution which is relevant to the tenancy or the Property.

I/We consent to the disclosure of information concerning any of us by the Landlord to any prospective landlord, credit rating agency, tenants reference agency, utility service, local authority, or educational institution which relates to the tenancy or the Property.

**TENANT(S) SIGNATURE(S):**