



**the house share**  
quality affordable living

## Assured Shorthold Tenancy Agreement

(NB This is a formal document, designed to create legal rights and legal obligation. Read this through carefully and if necessary take advice before signing it )

**Date:** ..... 2010

**Address: Room** .....

(the room is called 'the property' in this agreement and this includes all the landlords contents of the room ; the whole house is called the 'whole premises ')

**The Landlord: Andrew David Berry** trading as **the house share** of The Coach House, Clarence Road, Bollington, Macclesfield SK10 5JZ (hereinafter called 'the landlord')

**The Tenant:** ..... (hereinafter called 'the tenant')

The tenant is referred to as 'he' or 'his' as appropriate in this agreement, even if the tenant is female or consists of more than one person. Where the tenant consists of more than one person, they will all have joint and several liability under this agreement (this means that they will each be liable for **all** sums due under this agreement, not just liable for the proportionate part).

**The Guarantor :**..... ( hereinafter called 'the guarantor' )of

.....

**The Term:** From and including ..... and ending on ..... (the fixed term). If the tenant does not leave at the end of the fixed term, the tenancy will continue from month to month from the end of the fixed term until either the tenant gives notice that he wishes to end the agreement as set out in clauses 5 and 6 below, or the landlord serves on the tenant a notice under Section 21 of the Housing Act 1988, or a new form of agreement is entered into, or this agreement is ended by consent or a court order.

**The basic rent: £**..... per calendar month, the first payment to be made on the signing of this agreement being the proportion of the rent from that date to the end of that month, and after that all subsequent payments to be made monthly in advance on the first day of the month, by way of standing order into the landlord's bank.

**The deposit £**..... will be held as security in a Tenancy Deposit Scheme in respect of any unpaid rent, damage to the property and any other payment due from the tenant and/or due in respect of any breach by the tenant of his obligations under this agreement.

### **Terms and conditions**

This agreement is intended to create an assured shorthold tenancy as defined in the Housing Act 1988 (as amended) and the provision for the recovery of possession by the landlord in that act shall apply. As the whole premises are in mortgage, possession from the tenant might be recovered on ground 2 Schedule 2 of the Housing Act 1988

Under this agreement, the tenant will have exclusive occupation of the property ( i.e. his designated bedroom ) and will share the use of and facilities in the other rooms at the whole premises which are not bedrooms with other occupiers.

#### **The tenant will:**

- 1.1** pay the basic rent at the times and in the manner set out above
- 1.2** if the landlord shall so require pay an additional monthly rent of £ ..... to be paid at the same time as the basic rent to cover the cost and/or risk of any accidental damage to the landlord's contents in the shared areas of the whole premises, which the landlord will make reasonable efforts to replace or repair. This additional rent may be subject to review by the landlord in the event of regular or serious incidents of damage having to be dealt with. This does not cover malicious reckless or negligent damage to any part of the whole premises or landlord's contents there by any specific identified tenant or is allowed by that tenant , the repair costs of which will be charged to ( or in due course deducted from deposit of ) that tenant.
- 1.3** not make any alteration or addition to or carry out any redecoration or painting of the property and not to remove any of the furniture or any fixtures or fittings and not to interfere with any of the services and utilities at the whole premises.
- 1.4** not use any form of heating other than the heating system provided and in particular not use any electric bar fire, fan heater or gas heater or other similar appliances.
- 1.5** not do or allow anything on or at the property which (a) may be or become a risk, nuisance or annoyance to any other occupiers of the whole premises or owners or occupiers of adjoining or nearby premises and/or b) is illegal or immoral and/or c) may in any way affect the validity of the insurance of the property and its contents or cause an increase in the premium payable by the landlord. If insurance is so invalidated, the tenant will pay (so far as is reasonable) for all losses suffered by the landlord as a result.
- 1.6** not keep any pet or any kind of animal.
- 1.7** not smoke or permit others to smoke inside the property or the whole premises.
- 1.8** use the property as a private residence only. This means that the tenant must not carry out any profession, trade or business at the property.
- 1.9** not assign, sublet, charge or part with or share possession or occupation of the property.
- 1.10** pay the landlord's reasonable costs and expenses incurred as a result of any breaches by the tenant of his obligations of this agreement.
- 1.11** allow the landlord or anyone with the landlord's permission to enter the property at reasonable times of the day to inspect the condition and state of repair, clean the whole premises, carry out any necessary repairs or, during the last month of the term, show the property to prospective tenants, provided the landlord has given reasonable notice beforehand (except in an emergency).

- 1.12 keep to and observe the regulations set out in the Tenants Handbook prepared by the landlord, a copy of which the tenant hereby confirms he has received.
- 1.13 not to change the locks to the property ( or the whole premises ), without the landlord's written permission
- 1.14 keep the property clean and tidy and to take care over the decorative finish of the property.
- 1.15 keep the landlords contents of the property in good condition and to replace any such items that are damaged with items of a similar kind and quality; if any such goods are not replaced within 7 days, the landlord may replace the same and charge the cost to the tenant.
- 1.16 be responsible for the insurance of the tenants own belongings as the property
- 1.17 be responsible for any TV licence required by the use of a television by the tenant at the property.

**The landlord will:**

2. pay all outgoings including council tax, water charges, gas electricity, telephone line rental.

**The deposit:**

3. will be repaid to the tenant at the end of the tenancy in accordance with the terms of the Tenancy Deposit Scheme involved.

**Ending the agreement**

4. The tenant cannot end this agreement before the end of the fixed term. If the tenant vacates the property before the end of the fixed term the tenant remains responsible for paying the rent until the end of the fixed term, unless the landlord is able to relet the room.
5. If the tenant wishes to leave the property after the end of the fixed term, he must give one calendar month's notice in writing to the landlord.
6. If the tenant wishes to continue to live at the property after the end of the fixed term, his tenancy will continue but will run from month to month and become a periodic tenancy and can be ended by the tenant giving one calendar month's notice in writing to the landlord.
7. If the tenant does not pay the rent (or any part of it) within twenty one days of the due date whether it has been formally demanded or not or if the tenant fails to comply with the tenant's obligations under this agreement, or if any of the circumstances mentioned in grounds 2, 8 or 10 to 15 or 17 of Part II of Schedule 2, and in schedule 2A, to the Housing Act 1988 arise then the landlord may, subject to provisions, recover possession of the property and the tenancy will come to an end.

**Other terms**

8. The landlord hereby notifies the tenant that under section 48 of the Landlord and Tenant Act 1987 any notices (including notices in proceedings) should be served upon the landlord at the address stated for the landlord above
9. The tenant shall not be entitled to withhold payment of any rent or any other money due to the landlord on the ground that a deposit has been paid; the tenant agrees that the deposit cannot be used for the final month's rent.
10. Any notices or other documents shall be deemed properly served on the tenant during the tenancy by either being left at the whole premises or being sent to

the tenant at the property by first class post or recorded delivery. Notices shall be deemed to be served on the day after being left at the whole premises or of posting.

11. Any personal items left behind at the end of the tenancy after the tenant has vacated the property will after 7 days deemed to become the property of the landlord and can be disposed of. The tenant shall be liable for any reasonable disposal costs.
12. The landlord has retained keys for all doors to the property but shall not use them to enter the property without informing the tenant (save in an emergency or where the landlord reasonably believes that the tenant is in breach of this agreement). If the tenant fails to return the keys at the end of the tenancy, he will be responsible for the cost of having new locks fitted and keys cut.
13. If the rent due or any other monies due from the tenant to the landlord are not paid within seven days of becoming due (whether or not demanded) the Lessee shall pay the landlord interest thereon at the rate of four per cent above the base lending rate for the time being of the Royal Bank of Scotland Plc on the amount outstanding from the date on which the same became due and payable down to the date of actual payment or re-imburement by the Lessee, together with an administration fee of £ 50 ( on each default )

**14 Guarantor**

(this clause applies when there is a guarantor named above )

THE guarantor promises the landlord to indemnify the landlord against all losses incurred as a result of any failure by the tenant to comply with the terms of this tenancy agreement; even if the landlord gives the tenant extra time to comply with any obligation in this lease, or does not insist upon its strict terms, this promise remains fully effective

**Signed as a deed**

Landlord:

Signature: .....

Print name.....

Date: .....

Tenant:

Signature: .....

Print name.....

Date: .....

Guarantor

Signature: .....

Print name.....

Date: .....