

ASSURED SHORTHOLD TENANCY AGREEMENT

Date of this Agreement 01 January 2006

1 PARTICULARS

Parties:

- 1.1 Landlord
Example Property-Owner whose address is that of the Agent
1 Test Agency St, Test Locality, Test Town
Agent's telephone number: 0334560070
Agent's email address: enquiries@my-let.com
Agent's fax number: 0334560071

- 1.2 Lead Tenant
Example Tenant of 10 Street, Village, Tenantville, Transactionshire. UT1 1TE
Mob/Txt: 07973 174838

- 1.3 Tenants
None

- 1.4 Permitted Occupiers
None

- 1.5 Guarantors
None

- 1.6 Property
2 Street, Village, Propertyville

- 1.7 Deposit: £1,000.00

- 1.8 Rent: £500/month

- 1.9 First Rent Payment Date: 01 January 2007

- 1.10 Rent Payment Date: 10th day of the month

- 1.11 Term: A fixed term until 01 January 2008

- 1.12 Tenancy commencement date: 01 January 2007

2 INTERPRETATION

2.1 The following apply in this agreement.

Agent:	person or company responsible for letting or managing the Property.
Contents	the furniture, furnishings and any other items set out in the Inventory means the
Insurance Risks:	risks which the landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.
Inventory:	the list of Contents attached to this agreement and either signed by the parties or which the parties have signified is agreed online.
HA1988:	Housing Act 1988
HA1996:	Housing Act 1996
LPA1925:	Law of Property Act 1925
LTA1985:	Landlord and Tenant Act 1985
LTA1987:	Landlord and Tenant Act 1987
Online:	Electronic communication using the my-let.com property management website or otherwise
Prescribed Information:	The information required under Section 213(5) of the Housing Act 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007
TDS:	The Tenancy Deposit Scheme administered by Dispute Service Limited, PO Box 1255, Hemel Hempstead, Hertfordshire HP1 9GN. Telephone: 0845 226 7837. Email: deposits@tds.gb.com . Fax: 01442 253193.
Working Day:	A working day is any day which is not a Saturday, a Sunday, a Bank Holiday or a Public Holiday in England and Wales.

2.2 Clause headings do not affect the interpretation of this agreement.

2.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2.4 Words in the singular include the plural and vice versa.

2.5 A reference to one gender includes a reference to the other genders.

2.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

2.7 A reference to an agreement is a reference to this agreement.

2.8 A reference to writing or written includes faxes and e-mail or TEXT (SMS) Message.

- 2.9 Any reference to Tenancy refers to the tenancy created under this agreement.
- 2.10 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by the Landlord.
- 2.11 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 2.12 References to clauses are to the clauses of this agreement.
- 2.13 Unless otherwise expressly provided, the obligations and liabilities of the parties under this agreement are joint and several.
- 2.14 The obligations of the Tenant and the Guarantor arising by virtue of this agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.
- 2.15 Landlord includes the person entitled to the reversion of the Property.
- 2.16 Where a party consists of more than one person, the obligations of that party apply to and are enforceable against each such person jointly and severally.

3 GRANT OF THE TENANCY

- 3.1 The Landlord lets the Property to the Tenant for the Term.
- 3.2 This agreement creates an assured shorthold tenancy under Part I Chapter II of the HA 1988, which means that once the tenancy has expired the Landlord is entitled to recover possession under section 21 of the HA 1988, unless the Landlord has served a notice on the Tenant at the start of, or during the tenancy, stating that it is not an assured shorthold tenancy.

4 RENT

- 4.1 The Tenant will pay the first instalment of the rent on or before the First Rent Payment Date.
- 4.2 The Tenant will pay the rent:
 - a. in advance on or before the Rent Payment Date on which it is due
 - b. clear of unlawful deductions or set off
 - c. by bankers standing order
 - d. to the account nominated by the Landlord from time to time
 - e. only from the bank account previously notified by the Tenant to the Landlord in writing as the one from which the rent will be paid
 - f. using in all payments made to the bank account nominated by the Landlord the reference supplied to the Tenant for this purposeor by such other method as the Landlord requires from time to time.
- 4.3 The Tenant will pay the Agent's reasonable charge where payments are made by the Tenant in cash or by credit or debit card.

4.4 If any payment is not made as required by this clause 4 or otherwise as required by the Landlord from time to time the payment may not be recognised by the Landlord or the Agent as having been made by the Tenant and will be regarded as not having been made unless and until it is so recognised.

5 DEPOSIT

5.1 The Deposit must be paid by the Tenant on or before the Term Commencement Date and will be held by the Agent.

5.2 No interest on the deposit will be paid to the Tenant.

5.3 At the end of the Tenancy, the Landlord will be entitled to withhold from the Deposit such part of the Deposit as may be reasonably necessary to:

- a. make good any damage to the Property or the Contents (except for fair wear and tear);
- b. replace any of the Contents which may be missing from the Property;
- c. pay any accounts for utilities, Council Tax charges or any other taxes or accounts for which the Tenant may be liable, which remain unpaid;
- d. pay any Rent which remains unpaid;
- e. pay for the Property and the Contents to be cleaned if the Tenant is in breach of its obligations under this agreement.
- f. change locks and provide new sets of keys where the Tenant fails to return all keys to the Property.

5.4 If the Landlord uses any part of the Deposit during the term because of the Tenant's breach of this agreement then the Tenant will immediately make a payment to the Landlord to restore the Deposit to the sum specified in the Particulars.

5.5 If the amount due from the Tenant to the Landlord at the end of this agreement exceeds the amount of the Deposit, the Tenant will immediately pay the shortfall to the Landlord.

5.6 Payment of the Deposit or the part of it due to the Tenant at the end of this agreement may be made by the Landlord to any one of the parties who comprise the Tenant or to the Guarantor or to any third party who originally paid the Deposit to the Landlord in full satisfaction of the claims of all such parties.

5.7 In the event that the total amount lawfully due at the end of the tenancy exceeds the amount of the Deposit the Tenant will pay the Agent the further amount within 10 working days of the request being made.

5.8 The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Limited
PO Box 541
Amersham
Bucks
HP6 6ZR
Phone: 0845 226 7837
Email: deposits@tds.gb.com
Fax: 01494 431 123

5.9 The Landlord (or the Agent on his behalf) must tell the Tenant within 10 working days of the end of the tenancy if they propose to make any deductions from the Deposit.

- 5.10 If there is no dispute the Landlord (or the Agent on his behalf) will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and Tenant agreeing the allocation of the Deposit.
- 5.11 The Tenant should try to inform the Landlord (or the Agent on his behalf) in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 20 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- 5.12 If, after 10 working days following notification of a dispute to the Landlord (or the Agent on his behalf) and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will be submitted to ICE for adjudication. All parties agree to co-operate with the adjudication.
- 5.13 If the amount in dispute is over £5,000 the Landlord and the Tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written agreement of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Limited from time to time, shared equally between the Landlord and the Tenant; the liability for any subsequent costs will be dependent upon the award made by the arbitrator.

6 CONTENTS

- 6.1 The Tenant will keep the Contents in good condition and will return the Contents to the Landlord at the end of the Tenancy in the same state (except for fair wear and tear) as detailed on the Inventory.
- 6.2 The Landlord and Tenant consent to the use of the Inventory as evidence in any dispute arising in connection with the Deposit if the dispute is referred to an adjudicator according to the TDS in which the Deposit is held.

7 USE OF THE PROPERTY

- 7.1 The Tenant will only use the Property as a private dwelling house, for the use of the Tenant and the Tenant's immediate family.
- 7.2 The Tenant will not use the Property for the purposes of conducting a business.
- 7.3 The Tenant will not keep any pets or any other animals on or in the Property [without the prior written consent of the Landlord].
- 7.4 The Tenant will not do anything to or on the Property that:
- causes a nuisance or annoyance to occupiers of adjoining or neighbouring properties; or
 - involves using the Property for immoral or illegal purposes; or
 - has the effect of invalidating the insurance that the Landlord has taken out.
- 7.5 The Tenant will send the Landlord a copy of any notice or other communication affecting the Property within seven days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord.

8 REPAIRS AND ALTERATIONS

- 8.1 The Tenant will keep the interior of the Property (including any doors, windows and skylights) clean, tidy and in good repair and condition.
- 8.2 Subject to section 11 of the LTA 1985, the Tenant will keep the drains, gutters and pipes of the Property clear from obstruction.
- 8.3 The Tenant will not make any alteration, addition, or redecorate the Property without the prior consent of the Landlord (such consent not to be unreasonably withheld).
- 8.4 If the Tenant does not carry out promptly any repairs for which the Tenant is liable having been given notice by the Landlord to do so, the Landlord may on reasonable notice enter the Property with or without others to carry out those repairs and the Tenant will promptly pay to the Landlord the reasonable cost of that work.
- 8.5 The Tenant will clean the windows of the Property as often as necessary and at the end of the tenancy.

9 UTILITIES AND OUTGOINGS

- 9.1 The Tenant will pay all costs in connection with the supply and removal of gas, electricity, water, sewerage, telecommunications, data and other services and utilities to and from the Property.
- 9.2 The Tenant will comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.
- 9.3 The Tenant will pay all taxes relating to the Property including Council Tax.
- 9.4 If any of the costs in this clause are payable in relation to the Property together with other property, the Tenant will pay a fair proportion of all those costs.
- 9.5 The Tenant will notify all relevant suppliers and pay final accounts at the end of the tenancy.

10 GENERAL RESTRICTIONS AND REGULATIONS

The Tenant will:

- 10.1 Not assign or sublet or share possession of the whole or any part of the Property except that possession may be shared with any Permitted Occupiers named in this agreement whilst they comply with the terms of it.
- 10.2 Permit the Landlord or anyone authorised by the Landlord on reasonable notice at reasonable times to enter the Property to inspect it, carry out work which the Landlord or the Tenant is required to do or show prospective buyers or tenants around the Property.
- 10.3 Keep the Property secure at all times
- 10.4 Notify the Landlord promptly of:
 - a. Any defect or damage in the Property for which the Landlord may be liable
 - b. Any notices affecting the Property
 - c. Anything which may give rise to a claim under the Landlord's insurance

- 10.5 Not use any gas appliance if he has reason to think it is unsafe and will notify the Landlord immediately.
- 10.6 Provide reasonable assistance to the Landlord in making any claim under the Landlord's insurance.
- 10.7 Keep the garden tidy and properly cultivated and not to alter the character or layout.
- 10.8 Not remove any of the Contents from the Property.
- 10.9 Allow the Landlord to put a board on the Property showing that it is for sale or to let
- 10.10 Not change the supplier of utility services without the Landlord's consent.
- 10.11 Not leave the Property vacant for more than 28 days without providing the Landlord with reasonable notice.
- 10.12 Not change the locks or add additional locks to the Property and return all keys to the Landlord at the end of the tenancy
- 10.13 Not cause any obstruction in any common areas of any building of which the Property forms part.
- 10.14 Keep any burglar alarm and smoke alarm in good working order and not alter or disable them.
- 10.15 Ensure that any Permitted Occupier complies at all times with the terms of this agreement.
- 10.16 At the end of the tenancy:
 - a. Return the Property to the Landlord in the same state as it was at the beginning of the tenancy and clean, make good and replace if necessary any Contents
 - b. Return all keys of the Property to the Landlord
 - c. Leave all of the Contents in the same place as they were in at the beginning of the tenancy
 - d. Remove all rubbish from the Property leaving any waste disposal or recycling bins in the appropriate place for collection
- 10.17 Make any payment due to the Landlord or the Agent in the way set out in clause 4 for the payment of rent.
- 10.18 Pay the Agent's reasonable charge for the provision of hard copy documents relating to the tenancy.

11 LANDLORD'S COVENANTS

The Landlord will:

- 11.1 Allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord.
- 11.2 Provide the Tenant with suitable means of access to and egress from the Property.
- 11.3 Insure the Property and Contents, to their full value against loss or damage by the Insured Risks, and will provide a copy of the insurance cover to the Tenant if requested.

11.4 Make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.

11.5 In accordance with section 11 of the LTA 1985:

- a. keep in repair the structure and exterior of the Property (including drains, gutters and external pipes);
- b. keep in repair and proper working order the installations in the Property 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. keep in repair and proper working order the installations in the Property for space heating and heating water.

11.6 Not be required to:

- a. carry out any works or repairs for which the Tenant is liable by virtue of this agreement; or
- b. keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

12 DEFAULT BY THE TENANT

12.1 The Landlord reserves the right to re-enter the Property if:

- a. the Rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- b. the Tenant is declared bankrupt under the Insolvency Act 1986;
- c. the Tenant has breached the agreement; or
- d. any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply.

12.2 If the Landlord re-enters the Property pursuant to this clause, then the Tenancy will immediately end, without prejudice to any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant.

12.3 If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant will pay any reasonable costs incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

13 GUARANTEE AND INDEMNITY

13.1 The Guarantor guarantees to the Landlord that the Tenant will pay the Rent and observe and perform the tenant covenants of this agreement and that if the Tenant fails to pay the Rent or to observe or perform any of the tenant covenants, the Guarantor will pay or observe and perform them.

13.2 The Guarantor covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure by the Tenant to pay the Rent or any failure to observe or perform any of the tenant covenants of this agreement.

13.3 The liability of the Guarantor under clause 13.1 and clause 13.2 will continue until the Tenancy comes to an end and the Tenant is released from the tenant covenants of this agreement.

13.4 The liability of the Guarantor will not be affected by:

- a. any time or indulgence granted by the Landlord to the Tenant; or

- b. any delay or forbearance by the Landlord in enforcing the payment of the Rent or the observance or performance of any of the tenant covenants of this agreement or in making any demand in respect of them: or
- c. the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rent or to observe or perform the tenant covenants of this agreement.
- d. the Landlord taking any action or refraining from taking any action in connection with the Deposit.
- e. the Tenant dying or becoming incapable of managing its affairs.

14 NOTICES

14.1 Any notice to the Landlord sent under or in connection with this agreement will be deemed to have been properly served if:

- a. sent by first class post to the Landlord's address given in the Particulars; or
- b. left at the Landlord's address given in the Particulars; or
- c. sent to the Landlord's fax number or e-mail address stated in the Particulars.

14.2 Any notice sent to the Tenant under or in connection with this agreement will be deemed to have been properly served if:

- a. sent by first class post to the Tenant's address stated in the Particulars; or
- b. left at the Tenant's address stated in the Particulars; or
- c. sent to the Tenant's fax number or e-mail address stated in the Particulars.

14.3 Any notice sent by first class post will be deemed to have been received the day after it was sent.

14.4 For the purposes of section 48 of the LTA 1987, the Landlord's address for service is that given in the Particulars.

14.5 If any party receives a communication online using login and password details supplied to or created by any other party they are entitled to assume that the communication is sent by that other party.

15 GOVERNING LAW AND JURISDICTION

15.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter will be governed by and construed in accordance with the law of England and Wales.

16 ADDITIONAL CLAUSES (IF ANY):

This agreement has been entered into on the date stated at the beginning of it.

SIGNED by Mr Example Property-Owner
the Landlord

WITNESSED by

SIGNED by Example Tenant
the LeadTenant

WITNESSED by
