

ASSURED SHORTHOLD TENANCY AGREEMENT

ADDRESS:

ADDRESS

IMPORTANT

This agreement contains the terms and obligations of the tenancy. It sets out the promises made by the landlord to the tenant and by the tenant to the landlord. These promises will be legally binding once the agreement has been signed by both parties and then dated. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this agreement using plain and intelligible language, it inevitably contains some legal terms or references.

If you do not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it.

Please make sure the lead tenant signs each page where indicated.

This tenancy agreement has been issued by:

Lets4U
Unit 10
Churchill Bussiness park
Sleaford Road
Bracebridge Heath
LN4 2FF

Tel: 01522 308609

Assured Shorthold Tenancy Agreement

Property: ADDRESS

Landlord: Lets4U
Unit 10
Churchill Business park
Sleaford Road
Bracebridge Heath
LN4 2FF

Tenant(s): _____

Whose obligation to the Landlord are joint and several

Tenancy Period: Starting on START DATE
Ending on END DATE

Rent: £##.## per quarter collected in advance by direct debit
14 days before the first day of each such rental period.
Total annual rent payable £##.##

Rent days: 1 August 2014
1 November 2014
1 February 2015
1 May 2015

The first rent is payable by direct debit 14 days before the contract starting.

Deposit: £##.## in total which will be registered with one of the UK approved deposit guarantee schemes..

The Landlord lets the Property and the contents to the Tenant(s) at the Rent for the Tenancy Period on the standard letting terms set out in this Assured Shorthold Tenancy Agreement with the amendments and additions to them. This is an Assured Shorthold Tenancy Agreement under the Housing Act of 1988. The Tenant(s) understands that the Landlord will be entitled to recover possession of the property when the Tenancy Period ends. The Landlord will bring the tenancy to an end at the expiry of the term by giving to the tenant no less than two months written notice stating that the Landlord requires possession of the premises.
This tenancy includes the use of the landlord's furniture and effects.

Lead tenant signature: _____

1. LANDLORDS OBLIGATIONS

The Landlord agrees with the Tenant(s) as follows:

- 1.1 To pay and indemnify the Tenant(s) against all rates, taxes, assessments and outgoings in respect of the premises other than Telephone costs and call charges and Council Tax.
- 1.2 To arrange for the Building to be insured under a comprehensive insurance policy. The Landlord will also arrange contents insurance cover for the benefit of the Tenants to cover their personal possessions whilst at the property, details of the terms, conditions, restrictions, perils and level of cover will be provided to the Tenants at the commencement of the Tenancy Period by the Broker/Insurance company.
- 1.3 That the Tenant(s) paying the Rent and performing the obligations on the part of the Tenant(s) may quietly possess and enjoy the premises during the tenancy without any lawful interruption from the Landlord or any person claiming under or in trust for the Landlord with the exception of fortnightly inspections by the Landlord or his agent (or any such alternative frequency of inspections as the Landlord may wish).
- 1.4 The Landlord shall not unreasonably withhold consent to a change of tenant prior to the expiry of the term subject to agreement and consent, which will be required from any remaining tenants.
- 1.5 Arrange for the Tenants' Deposit (if any) to be protected by an authorised Tenancy Deposit Scheme in accordance with the Provisions of the Housing Act 2004, and comply with the rules of the Tenancy Deposit Scheme at all times.
- 1.6 Under the data protection act 1998 the landlord or landlord's employees or agents shall keep all tenant(s) personal information secure with appropriate technical and organisational measures taken to protect the information. The landlord will not disclose any personal or contract information to any third party other than ,any persons signed on this agreement ,guarantor, the Police, City of Lincoln Council ,The University of Lincoln and any 3rd party acting on behalf of the landlord or landlords employees or agents. The signing of this agreement provides the consent of the tenant to the Landlord to provide information should it be appropriate to do so to these specific third parties.
- 1.7 The landlord will use any personal information given by the tenant(s) to contact them prior to their tenancy starting, during their tenancy and after their tenancy has ended. All information will be kept secure using appropriate technical and organisational measures.

2. FORFEITURE

If the Tenant(s) do not pay the rent (or any part) within 14 days of the due date (whether it has been formally demanded or not) or if the Tenant(s) fail to comply with the Tenant(s)' obligations under this Agreement, or any of the circumstances mentioned in Grounds 2, 8, 10 to 15 or 17 of Part II of Schedule 2 and in Schedule 2A of the Housing Act 1988 arise then the Landlord may, subject to any statutory provisions, recover possession of the property and the Tenancy will come to an end. The Landlord retains all his other rights in respect of the Tenant(s) obligations under this Agreement.

Lead tenant signature: _____

Note: If anyone lives at the property or if the Tenancy is an Assured Tenancy under the Housing Act 1988 the Landlord cannot recover possession of the property without a Court Order. This Clause does not affect the Tenant(s) rights under the Protection from Eviction Act 1977.

3. TENANTS OBLIGATIONS

The Tenant(s) agree with the Landlord as follows:

- 3.1 Any tenant wishing to terminate the tenancy agreement must find a tenant to replace them, and gain the written agreement of all other tenants. An administration fee of £150 will be payable by the tenant terminating the tenancy agreement payable at the time the replacement tenant signs a new tenancy agreement.
- 3.2 On signing this Agreement pay the administration fee to the Landlord.
- 3.3 Any deposit must be paid to the landlord before the tenancy commences.
- 3.4 The Tenants shall be charged a fee £0.50 for each direct debit transaction in addition to the agreed rent.
- 3.5 Pay the Rent to the Landlord at the times and in the manner specified without deduction or set off for any reason whatsoever. Should any variation of payment terms be agreed an administration of £30 will be charged.
- 3.6 If the Tenant(s) fails to pay rent within 14 days of the due date the tenant will, on demand, pay to the Landlord an administration charge of £30 and interest at the rate of 4% per annum above the HSBC Plc's base rate on any rent or other money lawfully due from the Tenant(s) from the date the payment fell due until the date of payment.
- 3.7 If a direct debit payment is returned unpaid for any reason, the Tenant must pay the landlord an administration fee of £30 in addition to any rent outstanding. Any changes to the payment schedule or direct debit within four weeks of the payment due date may incur a £30 administration fee. Direct debits are called fourteen days before payment is due, after this time no amendments can be made.
- 3.8 If a visit to property is required to recover unpaid rent a £30 administration fee will be charged.
- 3.9 If the tenant(s) fails to pay within 14 days of the due date the tenant(s) rent account may be passed on to third party debit collection agency. The tenant will be liable for any costs incurred to collect outstanding rent.
- 3.10 It is a condition of your tenancy that you are able to provide one UK based guarantor who is approved by the landlord. If a signed guarantee is not received within two weeks of the agreement being signed, the landlord reserves the right to either replace you on the contract or ask that the full amount of rent be paid prior to you moving into the property. You agree that the landlord or the agents have the right to contact the guarantor not only if your rent is in arrears but for any reason if you are not performing your obligations under this tenancy. Keys will not be provided at the start of your tenancy until your guarantor form is completed and approved.
- 3.11 Register with and pay for Telephone costs and call charges (or any other third party provider excluding broadband, TV Licenses, a TV package, gas, electricity and water companies which are provided free of charge subject

Lead tenant signature: _____

to a fair usage policy), supplied to the premises during the Tenancy Period.

- 3.12 Pay the Council Tax or similar tax in respect of the Property or its occupants for the Tenancy Period.
- 3.13 Make their own arrangements, as they feel necessary to insure their own personal belongings over and above the contents insurance provided by the landlord which is included in the rent payments as noted in clause 1.2.
- 3.14 Keep the interior and communal areas of the premises during the term in as good and clean state of repair condition and decoration as the Property is in at the commencement of the term and make good all damage and breakages to the premises which may occur during the term (fair wear and tear and damage by fire excepted). Any 'making well' would mean letting the Landlord undertake the repair/replacement and the Tenant paying the incurred cost in doing so rather than the Tenant undertaking the repair themselves. Cigarette burns (please also refer to note below) shall not be deemed fair wear and tear or accidental fire and Tenant(s) will be jointly liable for such damage.
- 3.15 Not damage or injure the Property or make any alteration or addition to the Property without the Landlord's prior written consent (consent not to be withheld or delayed unreasonably).
- 3.16 Ensure that the household waste is appropriately disposed of and available to be collected by refuse collectors on the specified days but without obstruction to the outside of the property including the pavements.
- 3.17 The mattresses provided are of a high quality. To protect your mattress from accidental spills, excessive sweat marks (and therefore prevent any deductions from your deposit) you should use a good quality mattress protector.
- 3.18 Microwaves are provided and should be kept clean throughout the tenancy. Microwaves that are beyond cleaning when the tenancy ends will be replaced and the costs deducted from the deposit.
- 3.19 Permit the Landlord or Landlord's employees or agents to enter the premises at pre-arranged time to inspect the same and the Landlord's furniture and effects therein and to carry out any works or maintenance or repair to the Property. Should there be a need for a re-inspection then the tenants may be charged £30 for the re-inspection
- 3.20 Permit the Landlord or Landlord's agents at reasonable times to view the Property with prospective tenants having previously given prior notice.
- 3.21 Keep clean the windows of the premises internally.
- 3.22 Not assign sublet or part with possession of the whole or any part of the Property without the Landlord's prior written consent (consent not to be withheld or delayed unreasonably).
- 3.23 Not take in any lodger or paying guest.
- 3.24 Not use the Property other than for the purpose of a single private dwelling house nor carry on or permit to be carried on upon the premises any profession, trade or business whatsoever nor do or suffer to be done in the Property anything which may become a nuisance or inconvenience to the Landlord or the occupiers of any neighbouring premises or which may violate the insurance of the premises or increase the premium for such insurance.
- 3.25 The tenant is responsible for his or her own conduct and that of any other residents, temporary or otherwise. The tenants will not cause noise or

Lead tenant signature: _____

- engage in any activity likely to cause a nuisance, annoyance or disturbance to or harass any other person or to the Landlord.
- 3.26 The tenant's will not engage in any illegal activity which is or is likely to be injurious to the interest of the neighbours or of the Landlord.
- 3.27 The tenant's will not use or to allow members of his or her family or visitors to use , the premises for illegal or immoral purposes, or to have any class A, B, C or controlled drugs on the premises.
- 3.28 The tenants will not engage in any conduct or activity likely to alarm the Landlord or the landlords employees or cause them to fear for their safety.
- 3.29 Not to fix or suffer to be fixed to exterior or windows of the Property any notice board sign, advertisement or poster.
- 3.30 Not to keep in the Property any cat or dog or other pet whatsoever without the Landlord's prior written consent (consent not to be withheld or delayed unreasonably).the tenants must prevent any agreed animal in the property from causing any damage to the property or cause a nuisance to any other tenant
- 3.31 No bicycles are to be brought into the building.
- 3.32 Not under any circumstance bring into the Property any electric, gas, paraffin or other oil burning heaters.
- 3.33 Not to have any naked flames within the property including any form of candles and/or tea lights.
- 3.34 Not to smoke inside the property.
- 3.35 Not to take in to the property any paraffin, petrol, bottled gas or any other dangerous material or equipment.
- 3.36 Not to remove door closers or fire stripes or to wedge open any doors.
- 3.37 Not to cover any smoke detectors or emergency call points or tamper with the fire bell.
- 3.38 Not to obstruct the corridors, stairs or any means of escape from the property.
- 3.39 Not to cover any air vents within the property
- 3.40 Not to bring into the Property any additional furniture or items without the written consent of the landlord (consent not to be withheld or delayed unreasonably) and to leave the contents provided by the Landlord at the end of the tenancy in the rooms and places in which there were at the commencement of the tenancy.
- 3.41 To return to the Landlord the Property and the contents in good condition, clean and in good repair.
- 3.42 Not to play any musical instrument or use any sound production equipment as to be a cause of annoyance or disturbance to any persons. noise is likely to of a sensitive issue between the hours of 11pm and 7.30am .
- 3.43 Should any complaint be received regarding the conduct of tenants a letter will be sent to the property advising a complaint has been received and the nature of the complaint. Should any further complaints be received the complaint will be passed to the police community support officer who may take further action.
- 3.44 The tenant(s) agree not to use any cooking devices in their bedrooms, and only to use the devices provided in the kitchen.
- 3.45 Not to alter or add to in any way or interfere with the condition of the Property and not to make holes in or affix anything to the walls, ceilings or floors of the premises without the Landlord's prior written consent (consent not to be withheld or delayed unreasonably).

Lead tenant signature: _____

- 3.46 To ONLY use drawing pins to fix or fasten anything to the interior of the property (Blue tack or similar substances MUST NOT be used) Not to fix or fasten anything whatsoever to the exterior of the premises without the Landlord's prior written consent (Consent not to be withheld or delayed unreasonably).
- 3.47 To take all necessary precautions to prevent the freezing or bursting of water pipes and storage tanks and to repay the Landlord any cost of any repairs resulting from the default or negligence of the Tenant(s).
- 3.48 The Tenant(s) will use reasonable endeavours to ensure that the property does not become infested by vermin, insects, rodents and fungus.
- 3.49 Forthwith to give notice to the Landlord or his agents of any damage or defect or want of repair affecting the Property or any of the Landlord's contents and in addition to its other liabilities hereunder the Tenant(s) shall be liable for all loss and expense arising from any failure to give notice.
- 3.50 To ensure all electrical appliances are regularly cleaned. This includes the fridge freezer, oven, hob and microwave. In addition the vacuum cleaner needs to be emptied on a regular basis, the dishwasher is regularly filled with appropriate dishwasher salt, the washing machine dispenser tray is cleaned, and the tumble dryer filter is regularly cleaned out.
- 3.51 To ensure smoke/fire detectors, control panel and security alarm detectors and control panel are not tampered with or turned off and that any warning or errors lights displayed on the control panels are immediately advised to the Landlord.
- 3.52 Fire and security systems are fitted for the tenants protection and therefore should not be altered or tampered with in any way. Any damaged caused or system reconfiguration requirements caused by tenants will be chargeable.
- 3.53 Tenant(s) are to keep all personal information held by the landlord/agents up to date.
- 3.54 Any damage caused to tenants possessions or loss of possessions within the house during the duration of the tenancy are the responsibility of the tenants(s).
- 3.55 The tenant must pay a fee of £30 per hour at the Landlord discretion in the event that the Landlord or its agent is required to visit the property in order to resolve any IT issues in relation to the broadband, wireless router, TV or digital TV service if it is deemed to be a fault as a consequence of misuse or tampering of the equipment.
- 3.56 The tenant inventory will be issued to the first tenant collecting keys and must be returned to the Lets4U office within 7 days with any amendments and comments, or it will be deemed correct.

4. THE DEPOSIT

- 4.0 Will be held with the city of Lincoln Council deposit guarantee scheme.
- 4.1 No interest will be payable to the Tenant(s) by the Landlord in respect of the Deposit.
- 4.2 Subject to any relevant Provisions of the Tenancy Deposit Scheme rules, the Landlord shall be entitled to claim from the Deposit the reasonable costs of any repairs or damage to the Property or its contents caused by the Tenant(s) (including any damage caused by the Tenant(s)' family and

Lead tenant signature: _____

visitors) and for any other financial losses suffered by the Landlord as a result of the Tenant(s)' breach of these terms and conditions, provided the sum claimed by the Landlord is reasonably incurred and is reasonable in amount. The Landlord is not entitled to claim in respect of any damage to the Property or its contents which is due to 'fair wear and tear', i.e. which is as a result of the Tenant(s) and his family (if any) living in the Property and using it in a reasonable and lawful manner.

5. SPECIAL TENANCY CONDITIONS

There shall be incorporated into this agreement such provisions as set out below in this condition 5.

- 5.1 Tenant(s) have the right to access the personal information that the landlord or agents hold. To obtain access to personal information held the tenant(s) must send either a written or electronic request know as a SAR (subject access request) .The SAR should make it clear that it is a formal request to the landlord or agents from the individual tenant. This request is also required for any references during or after the tenancy end. If this request is made the individual tenant will be charged a fee of £10.
- 5.2 The Tenant(s) must return any keys issued on the last day of the tenancy or forfeit the sum of £30.00 from the Deposit for each key not returned on this due date.
- 5.3 The Landlord may charge the Tenant(s) £30.00 during office hours (10.00am -3.00pm)and £50.00 outside office hours (3.00pm – 10.00am, weekends & bank holidays) for responding to call outs from the tenant, or any third party, for any reason, including the Tenant(s) being locked out of the Property, other than when it relates to a Wear and Tear matter or an emergency. Any maintenance work is to be reported immediately to the landlord/agent, including and damage to the property, furniture or garden/yard .
- 5.4 At all times the Tenant(s) will keep the Property in a clean and tidy condition this includes any garden or yard attached to the premises. Failing which the Landlord may in its absolute discretion instruct cleaners to enter and clean the property, the proper cost of which shall be payable by the tenant on demand.
- 5.5 In the event that the Property is not in the same good state and repair and the end of the tenancy as it was at the commencement of the tenancy (save for normal wear and tear) and cost incurred by the Landlord in repairing the Property or replacing furniture will be deducted from the Deposit.
- 5.6 Any damage caused to the property by the tenant during the period of tenancy and deemed to require urgent repair or replacement by the landlord will be charged to the tenant and payable in full within 30 days.
- 5.7 The Landlord includes as part of the rent the provision of Electric, Gas and Water at a capped cost of £7.50 per tenant per week over the term of the tenancy agreement. Excess costs incurred by the Landlord above this figure will be charged to and payable by the tenant during the period of the agreement or at the termination of the agreement (by way of deduction from the Deposit Bond), the timing of the charge in this regard will be determined by the landlord depending on the amount of excess

Lead tenant signature: _____

charges. Fair usage calculations are based on figures provided by 'Ofgem' (further information is available on 'Typical domestic energy consumption figures factsheet 96 issues on 18/1/11).

- 5.8 The property is subject to a mortgage which started before the beginning of the tenancy .under the housing act 1988 ground 2 in part 1 of the schedule 2 the landlord hereby gives notice to the tenant(s) that possession of the premises may be recovered due to exercise a power of sale and requiring possession for the purpose of disposing of the premises.
- 5.9 The Landlord hereby notifies the Tenant(s) under Section 48 of the Landlord and Tenant Act 1987 that any Notices (including Notices in Proceedings) should be served upon the Landlord at the address stated with the name of the Landlord above.
- 5.10 The Tenant(s) 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.
- 5.11 Any Notices or other documents, including any Court Claim Forms in legal proceedings, shall be deemed properly served upon the Tenant(s) during the Tenancy by being left at the Premises or by being sent to the Tenant(s) at the Property by first class post or recorded delivery. Notices shall be deemed served the day after being left at the Property or after posting.
- 5.12 Any person other than the Tenant(s) who pays all or part of the Rent to the Landlord shall be deemed to have paid this as agent for and on behalf of the Tenant(s) which the Landlord shall be entitled to assume without enquiry.
- 5.13 Any personal items left behind at the end of the Tenancy after the Tenant(s) has vacated (which the Tenant(s) has not removed) shall be considered abandoned if they have not been removed within 14 days of written Notice to the Tenant(s) from the Landlord (the Notice to be delivered by hand or sent by recorded delivery). After this period the Landlord may remove or dispose of the items as he thinks fit. The Tenant(s) shall be liable for the reasonable removal, storage and disposal costs which may be deducted from the proceeds of sale (if any), and the Tenant(s) shall remain liable for any balance. Any net proceeds of sale shall remain the property the Tenant(s).
- 5.14 If the Property is damaged or destroyed by any of the risks insured against by the Landlord, the Tenant(s) shall only be liable for a proportionate part of the Rent, to be calculated on the basis of the Tenant(s)' use and enjoyment of the Property, for the period of time involved, unless the insurance was prejudiced by some act or omission of the Tenant(s).
- 5.15 The "Landlord" means the persons from time to time entitled to receive the Rent, the "Tenant" includes any persons deriving title under the Tenant, the "Property" includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property, the "Tenancy Period" means the period stated in particulars overleaf or any shorter or longer period as appropriate, and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation.
- 5.16 The tenant(s) will vacate the property by 12 Noon on the last day of their contract.

Lead tenant signature: _____

SIGNED BY THE LANDLORD:
(Or the Landlords Agent) **Date**

SIGNED BY THE TENANT(S):

.....
Signature **Print name**

.....
Signature **Print name**

.....
Signature **Print name**

.....
Signature **Print name**

.....
Signature **Print name**

DATE:.....

Lead tenant details:

Name	Home Address

DRAFT

Tenant Details:

Please supply full name, home address, enrolment number, date of birth, NI number, home telephone number, mobile number and e-mail address.

Name			
Home Address			
Enrolment No.			
Date of Birth			
Place of Birth			
National Insurance No			
Home Number			
Mobile Number			
E-Mail Address			

Tenant Details:

Please supply full name, home address, enrolment number, date of birth, NI number, home telephone number, mobile number and e-mail address.

Name			
Home Address			
Enrolment No.			
Date of Birth			
Place of Birth			
National Insurance No			
Home Number			
Mobile Number			
E-Mail Address			