

ASSURED SHORTHOLD TENANCY AGREEMENT

For letting furnished or unfurnished residential accommodation
on an Assured Shorthold Tenancy
Within the meaning of the Housing Act 1988 as amended by the Housing Act 1996

Property address:

Tenant(s) name:

Landlord name(s):

NFRL membership No:

Tenancy commencement date:



THE PARTICULARS

(Landlord(s) name, (repeat as on front page) and address)

The Landlord (s) name and address:

(Landlord(s) telephone No.)

Telephone Number:

(Complete if appropriate)

Name and address of Landlord's Agent (if applicable):

(Complete if appropriate)

Landlord's Agent telephone Number:

(Delete as appropriate)

Notices should be served on the Landlord at the address specified above for the Landlord / Landlord's Agent

(Tenant(s) name(repeat as on front page))

The Tenant(s)*:

(Property description and address, repeat as on front page)

The Property:

[being part of the building known as]:

Landlord's possessions

Together with the Landlord's possessions as specified in the Inventory dated:

*Shared Facilities
(Delete as appropriate)*

with the use of the following shared facilities (if any):

(Insert number)

The maximum number of people permitted to occupy the Property is:

(Delete as appropriate and insert commencement date as on front page, and add end date if applicable)

TERM

Either:

a PERIODIC weekly/monthly tenancy commencing on and including _____

Or

**a FIXED TERM weekly/monthly commencing on and including _____
to and including _____**

(Delete/complete as appropriate)

The Total Rent Payable per *week/*month/	is £ _____
Water charges	Included/Excluded
Council Tax	Included/Excluded
Heating	Included/Excluded
Other (specify)	

and is payable _____*week(s)/*month(s) in advance. Such rent should be paid on the _____ day of every *week/*month. The first payment is to be £ _____ made on the signing of this agreement and payments of £ _____ should be made thereafter.

(Insert amount of deposit if applicable)

Complete if applicable

a) A Deposit of £ _____ is paid on the signing of this agreement and is held under the terms of the Tenancy Deposit Scheme attached to this agreement or made available to the Tenant by the *Landlord/*Agent within 14 days of taking the deposit.

b) No Deposit will be taken

*(*delete if not applicable)*

*If there are two or more tenants then they will be held 'joint and severally liable' in their obligations contained within this agreement. This means that legal action may be brought against any one or any group of the tenant(s) for the obligations of the other tenant(s). The group of tenants shall be known collectively as 'The Tenant' throughout this Agreement.

1. The Tenant Will

- 1.1 Pay the rent at the times and in the manner specified together with the cost of all services and charges additional to the rent as shown above whether formally demanded or not.
- 1.2 Not make any noise or play any radio television audio equipment or musical instrument in or about the accommodation so as to cause nuisance to neighbours or other adjoining residents or people in the immediate area.
- 1.3 Not damage the Property or the Building or make any alteration in or addition to it or the electrical or plumbing system or decorate or change the style or colour of the decoration without the written permission of the Landlord (which will not be unreasonably withheld) and to use the Property in a tenant-like manner.
- 1.4 Keep the interior of the Property and the Landlord's Contents in the same condition, cleanliness, repair and decoration, as at the start of the tenancy as detailed in the inventory/record of condition with allowance for fair wear and tear
- 1.5 Not remove any of the Landlord's Contents from the Property.
- 1.6 Permit the Landlord or the Landlord's agents at reasonable hours in the daytime by giving the Tenant twenty-four hours written notice (except in an emergency):
 - 1.6.1 To enter the Property to examine the state and condition of the Property and Contents or to carry out repairs to the Property Contents or Building and afford them all facilities so to do.
 - 1.6.2 To enter and view the Property with prospective tenants.
- 1.7 Not assign or sublet or part with or share possession of the Property or any part of it, without the landlord's written consent, such consent not to be unreasonably withheld. Not to allow the Property to be occupied by more than the maximum number of permitted persons.
- 1.8 Not carry on in the Property any trade profession or business or receive paying guests or exhibit any poster or notice board so as to be visible from the exterior of the Property or use the Property for any other purpose other than a private residence for the Tenant and (if a garage is included in the Property) for the storage of a private motor car.
- 1.9 Not use the Property for any immoral, illegal or improper purposes.
- 1.10 Not do or permit to be done on the Property anything that may reasonably be considered to be a nuisance or annoyance to the Landlord or the owner or occupiers of any adjoining premises.
- 1.11 The Tenant will observe all terms and conditions of the Landlord's insurance(s) relating to the Property, the relevant clauses of which are attached to the Agreement (see Tenant Insurance Obligations). The Landlord's insurance policy is available for inspection on request.
- 1.12 The Tenant shall advise the Landlord, by giving reasonable written notice, if he intends being absent from the property for more than 14 days and provide actual dates the property will be unoccupied. For any absence over 28 days the Tenant may agree that the Landlord should have access during the period to keep the property insured.
- 1.13 Notify the Landlord or his Agent by telephone as soon as reasonably possible, having regard to the urgency of the matter, of any defect in the Property which comes to the Tenant's attention and which is the responsibility of the Landlord to repair.
- 1.14 The Tenant agrees that the Landlord shall hold a set of keys and if the Tenant(s) install or change door locks or alarm codes he must inform the Landlord immediately and supply the Landlord with a set of keys and the alarm code.
- 1.15 Clean the windows of the Property, where access is possible, as often as necessary and wash or clean the curtains hanging in such windows only as agreed with the Landlord.

- 1.16 Unless written comments or amendments are received by the Landlord within 14 days of Tenancy commencement the Tenant acknowledges that the Inventory/Property condition report attached hereto and forming part of this agreement is a true and accurate record of the Landlord's items within the Property, including their condition, at the beginning of the Tenancy.
- 1.17 Comply with any Optional and/or Additional Clauses attached to and forming part of this agreement or which the Landlord (acting reasonably) may make for the Building or any part of it and notify to the Tenant in writing.
- 1.18 Not change the supplier of any utilities (e.g. gas, water, electricity) or services without first obtaining the written permission of the Landlord which may not be unreasonably withheld.
- 1.19 Not bring into the Property any furniture or furnishings and other personal effects that do not meet the required safety standards.
- 1.20 Occupy the Property as the Tenants' only or principal home, and pay all Council Tax due as set out in the Particulars of this Agreement.
- 1.21 At the end of the Tenancy
 - 1.21.1 give up the Property with vacant possession
 - 1.21.2 give up the Property and the Contents in the same state of cleanliness, condition and decoration as it was at the commencement of the Tenancy (reasonable wear and tear excepted) and pay for the repair or replacement of those items of damaged or lost during the Tenancy which were the Tenant's responsibility
 - 1.21.3 leave the Contents in the respective positions that they occupied at the commencement of the Tenancy
 - 1.21.4 pay for the washing or cleaning (including ironing and pressing) of all linen, sheets, blankets, carpets, curtains and any other part(s) of the Property or contents which shall have been soiled during the Tenancy and require to be cleaned.
 - 1.21.5 return all keys to the Landlord.

2. The Landlord will

- 2.1 Pay all assessments and outgoings in respect of the Property, which are the responsibility of the Landlord.
- 2.2 Allow the Tenant to quietly possess and enjoy the Property during the Tenancy without interruption from the Landlord.
- 2.3 Return to the Tenant a reasonable proportion of the rent payable for any period while the Property is rendered uninhabitable by fire or other insured risk except where the destruction or damage is caused by the Tenant or his/her visitors.
- 2.4 Keep the common parts of the Building and Shared Facilities lighted and cleaned.
- 2.5 Carry out promptly any repairs which are the Landlord's responsibility.
- 2.6 Ensure that all the furniture and equipment within the Property complies with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993.
- 2.7 Ensure that gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be given to the tenant at the commencement of the tenancy.

3. Interest on Rent Arrears

- 3.1 The Tenant shall pay interest at the rate of 4% above the base lending rate of Barclays Bank Plc upon any rent or other monies due under this agreement which is more than 14 days in arrears in respect of the date from when it became due to the date of payment.

4. Termination

- 4.1 If the Tenancy is a periodic tenancy it may be terminated by:-
- 4.1.1 The Landlord serving the Tenant at least two months notice in writing under Section 21 (4) (a) of the Housing Act 1988 (as amended) and expiring on the last day of a period of the Tenancy
- 4.1.2 The Tenant giving written notice of at least four weeks and expiring at the end of a rental period.
- 4.2 If the Tenancy is a fixed term Tenancy, the Landlord may serve on the Tenant the appropriate Notice under Section 21(1)(b) of the Housing Act 1988 (as amended) given during the fixed term to expire on any day after the last day of the Term, at least two months after the service of such notice.
- 4.3 If there be a breach of any of the agreement by the Tenant the Landlord may serve Notice in accordance with Section 8 of the Housing Act 1988 as amended.
- 4.4 If the rent or any part shall be in arrears for at least 21 days after it shall have become due (whether legally demanded or not) or if there shall be a breach of any of the agreements by the Tenant the Landlord may re-enter the Property (subject to the landlord obtaining a court order for possession) and immediately thereon the tenancy shall terminate without prejudice to the other rights and remedies of the Landlord.

5. Deposit

If a deposit is taken it will be held under the terms of a Tenancy Deposit Scheme (see page 2 of the Agreement).

- 5.2 The deposit that the Tenant has paid shall be returned without interest within the terms of the Tenancy Deposit Scheme (see page 2 of the Agreement) at the end of the Tenancy, howsoever determined, upon vacant possession of the Property and return of the keys less such sum as the Landlord shall properly deduct in respect of:
- 5.2.1 All reasonable costs and expenses incurred by the Landlord or his Agent (including but not limited to the costs and fees of the Landlord's solicitors and other professional advisors) in respect of:
- 5.2.21 The recovery from the tenant of any rent or any other money which is in arrears.
- 5.2.22 The enforcement of any of the provisions of this Agreement.
- 5.2.23 The service of any notice relating to the breach by the tenant of any of the tenant's obligations under this Agreement whether or not the same shall result in court proceedings.
- 5.2.24 The cost of any Bank or other charges incurred by the landlord or his Agent if any cheque written by the tenant is dishonoured or if any standing order payment is withdrawn by the tenant's bankers.
- 5.2.25 The cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (reasonable wear and tear excepted).
- 5.2.27 The policy excess of £..... insured as a result of a claim on the Landlord's insurance attributable to the tenant's action, (see Tenant Insurance Obligations, attached or the Landlord's insurance policy, which is available on request).

5.2.4 Compensation for the breach of any terms of this agreement.

5.3 If the deposit shall be insufficient the Tenant shall pay to the Landlord such additional sums as shall be required to cover all costs charges expenses properly due.

6. Notices

6.1 The Landlord gives notice to the Tenant that in accordance with Section 48(1) of the Landlord and Tenant Act 1987 that Notices (including Notices in proceedings) may be served on the Landlord at the address specified in the Particulars of this Agreement.

6.2 Any Notice served upon the Tenant by the Landlord in accordance with this Tenancy Agreement or any statute or regulation then the same may be served properly addressed to the Tenant either at the Property or by sending same by either registered post, or prepaid first class post to the Property or at the Tenant's last known address and the same shall be deemed to have been properly served and received by the Tenant 24 hours after posting of same.

7. Distance Selling Regulations

The tenant's rights to a 7 working day cooling off period under the Consumer Protection (Distance Selling) Regulations 2000 will cease on the date the tenant enters into the tenancy by signing the Tenancy Agreement and paying the rent.

8. Interests and Consents

The landlord is the sole/joint* owner of the leasehold/freehold* interest in the property and that all consents necessary to enable the landlord to enter into this agreement (whether from superior landlords, mortgagees, insurers or others) have been obtained.

9. Data Protection Act 1998

If at the end of the Tenancy there has been any breach of the terms of the Tenancy Agreement by the Tenant, the Landlord may at his option notify the National Federation of Residential Landlords ("NFRL") (or any body which may succeed it) of that fact. All other member landlords of the NFRL have access to that information.

The Tenant hereby consents to the Landlord or his agent and the NFRL processing any information or personal details on or of the Tenant as defined in the Data Protection Act 1998.

10. Attached to and forming part of this Agreement are signed copies of:

- Tenancy Deposit Scheme details* dated.....
- Record of rent payments* dated.....
- Inventory/Record of Condition* dated.....
- Guarantor Agreement(s)* dated.....
- NFRL Optional Clauses* dated.....
- Landlord's Additional clauses* dated.....
- Tenant Insurance obligations* dated.....
- Cleaning specification* dated.....

(*delete if not applicable)

Signed as an Agreement Dated: _____

By the Landlord Signature(s):

NFRL member number_____

Or by the Landlord's Agent Signature:

Witnessed by, name:

Signature:

By the Tenant(s) Signature(s):

Witnessed by, name:

Signature:

The National Federation of Residential Landlords has prepared this document for use only by its members. It is issued in good faith but no responsibility whatsoever is accepted by the Federation or its Officers for the accuracy of the document nor shall the Federation be held liable for the completion of the documents or the consequences of their use.

The copyright of this document is vested in the National Federation of Residential Landlords (NFRL). This document is not to be changed or reproduced in any form without the consent in writing of the NFRL.

This document is updated when necessary. Members have a responsibility to check they are using our current version. This document is up to date as at **April 2007**

Tenants

The NFRL is professional organisation acting in an advisory capacity to our members who are rental property owners. The range of services we offer to our member landlords includes legal documentation such as this tenancy agreement. We advise our members to include their NFRL Membership No. on the front cover and on this page of the tenancy agreement in the spaces allocated. We advise tenants to request this information if it is not provided.

The NFRL is **not** a letting or managing agent. We do not hold records of members' tenancies. Tenants should contact their Landlords direct for any queries relating to their tenancy

The Landlord is a Full member of the National Federation of Residential Landlords and complies with the Federation's Code of Practice, a copy of which can be obtained from the Federation on request from the address below.

National Federation of Residential Landlords

8 Wellington House, Camden Street, Portslade, East Sussex BN8 5HT. Tel: 01273 423295

www.nfrl.co.uk email: info@nfrl.co.uk

NFRL Optional Clauses

Forming part of the Tenancy Agreement between

Landlord(s)/Agent name:

Landlord(s)/Agent signature:

Tenant name(s):

Tenant(s) signatures:

Property:

Dated:

(Landlords, please delete the clauses that do not apply)

The Tenant will in addition to the main terms of the Tenancy Agreement

- 1.1 Not obstruct the common parts of the Building or any Shared Facilities or keep or leave anything in them.
 - 1.2 Maintain the garden in the same state and condition as at the commencement of the tenancy.
 - 1.3 Not bring into the Property or Building any, bicycles, oil or gas heaters, inflammable gas liquid, guns or weapons.
 - 1.4 Not to keep any animal or bird on the Premises without the prior written consent of the Landlord which may be subsequently withdrawn upon giving reasonable written notice. If the Landlord gives his written consent to the keeping of any animal or bird on the Premises, then the Tenant hereby agrees to pay an additional deposit to be determined by the Landlord. The Tenant also agrees to have the Premises professionally cleaned with de-infestation cleaner at the termination of the Tenancy and to provide a receipted invoice to the Landlord as written proof that he has complied with this clause.
 - 1.5 Keep the exterior free from rubbish and place all refuse containers etc. in the allocated space for collection on the day for collection.
 - 1.6.1 Undertake disposal of refuse by:
 - *Placing all refuse in sealed plastic bags in the dustbin area provided.
 - *Placing refuse in the receptacles provided and in particular comply with any local authority recycling policy by using the correct containers provided for that purpose. In the case of any dustbins to ensure that all general rubbish that cannot be recycled is placed and kept inside a plastic bin liner before placing in such dustbin.
- (*delete if not applicable)
- 1.7 Not block or cause any blockage to the drains and pipes, gutters and channels in or about the Property.
 - 1.8 If the Tenant is in receipt of Housing Benefit then the Tenant shall request the Housing Benefit Office to pay all monies direct to the Landlord and in the event that any monies have to be repaid by the Landlord to the Local Authority at any time the Tenant will pay and make good the same amount to the Landlord.
 - 1.9 Not hang clothes or other articles on any balcony or out of any window.
 - 1.10 Not shake mats or empty dust pans or vacuum cleaners out of windows.
 - 1.11 Not erect external aerials or satellite dishes without obtaining the written consent of the Landlord, which will not be unreasonably withheld.

- 1.12 Not bring in to the Property any electrical equipment which does not comply with current United Kingdom electrical regulations.
- 1.13 Not install any gas appliances unless authorised by the landlord and fitted by a registered Corgi installer and provide a current inspection certificate.
- 1.14 Not leave the Property (without someone being present) whilst any washing machine is operating and to be solely and fully responsible for any damage caused to the Property and Contents as a result of the operation of the tenants' own washing machine.
- 1.16 Where the Property includes Shared Facilities, take proper care of the fixtures, furniture and effects in them and thoroughly clean them on every occasion after use.
- 1.17 Take all reasonable precautions (including draining) to prevent any damage to the Property resulting from 'freezing up'. Failure by the Tenant to take such precautions will result in the Tenant having to meet the cost of damage caused.
- 1.18 Replace any light bulbs, fluorescent tubes, fuses or batteries in any equipment, such as smoke detectors and light fittings, promptly and when necessary, so as to ensure proper and safe operation of any appliances.
- 1.19 Any goods or personal effects belonging to the tenant or members of the tenant's household which shall not have been removed from the premises within 14 days after the expiry or sooner termination of the tenancy hereby created shall be deemed to have been abandoned and thereafter the landlord can dispose of such goods as he deems appropriate.
- 1.20 To pay for the professional cleaning in accordance with the Landlord's/Agent's cleaning specification attached to this Agreement and to provide a receipted invoice from the cleaners to the Landlord/Agent at the termination of the tenancy. If proof of cleaning is not produced to the Landlord/Agent within 3 days of termination of the tenancy, the Landlord/Agent will have the property professionally cleaned in accordance with the cleaning specification, the cost being the liability of the Tenant.
- 1.21 **Landlords Break Clause**
The Landlord shall have the right to terminate the tenancy at the end of the first six month period by giving to the tenant not less than two months notice in writing to that effect and upon the expiration of such Notice this Agreement and everything herein contained shall cease and be void subject nevertheless to the right of the parties in respect of any antecedent breach of any of the covenants herein contained. The period of notice must expire at the end of a period being on the.....(date)..... of a month.
- 1.22 **Tenants Break Clause**
The Tenant shall have the right to terminate the tenancy at the end of the first six month period by giving to the Landlord not less than 60 clear days notice in writing to that effect and upon the expiration of such Notice this Agreement and everything herein contained shall cease and be void subject nevertheless to the right of the parties in respect of any antecedent breach of any of the covenants herein contained. The period of 60 days notice must expire at the end of a period of the tenancy being the(date)..... of the month.

(Clauses 1.21 and 1.22 must be included together)

TENANT'S OWN INSURANCE

- 1.20 **The Tenant acknowledges that the Tenant is responsible for insuring their own belongings, furniture and furnishings in the Property and the Landlord will not accept liability for any loss or damage that may occur as a result of use within the Property.**

2. Extra Regulations

2.1 If the tenant misplaces or loses the keys of the flat, he/she will be charged at rate of £10 (during weekday working hours 9am - 5pm), or £15 if after 5pm or weekends (Saturday and Sunday).

GENEVA INVESTMENT GROUP
SERVICE CHARGES

LATE RENT CHARGES

7 DAY RENT REMINDER LETTER	£10.00
14 DAY RENT REMINDER LETTER	£20.00
21 DAY RENT REMINDER LETTER	£30.00
PROPERTY VISIT RE OVERDUE RENT	£25.00
BOUNCED CHEQUES FEES	£25.00
COURT ACTION RE POSSESSION CLAIM WHERE RENT IS OWED - ADMINISTRATIVE COSTS	£150.00
COURT FEES	£175.00
BAILIFF FEES	£110.00

OTHER CHARGES

FEE FOR CANCELLED INSPECTION VISITS	£75.00
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TENANCY SWAP OVER RELEASE FEE £75.00 per tenant
FEE CHARGED WHERE ONE OR MORE TENANTS LEAVE A MULTIPLE
TENANTED INDIVIDUAL PROPERTY

EARLY RELEASE FROM YOUR TENANCY

In rare circumstances you may wish to be released from your tenancy early before the contract expires. This is always subject to prior agreement and will depend upon circumstances. The following will apply if the release is agreed: -

The rent will be charged until a new tenant is found and moved in – this will be expected to be paid monthly in advance as the rent falls due. Any overpayment will be refunded once the new tenant has moved in.

The tenant must also pay any additional charges that we as landlords spend in remarketing and moving in a new tenant.

CLEANING AT END OF TENANCY

Unless cleaning has been undertaken to the required professional level all properties will be charged a minimum of £45.00 to return to re letting standard. This charge will be levied against the deposit held.