

ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a residential dwelling

<<PADD1>> <<PADD2>> <<PADD3>> <<PPSTCD>>

Important Notes for Tenants

- This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.
- Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually.
- If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.
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General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
3. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
4. Section 11, Landlord and Tenant Act 1985 - these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas electricity and the installation in the Property for space heating and heating water.
5. Section 196 of the Law of Property Act 1925 provided that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. This agreement has been drawn up after consideration of the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements.
7. If you accept a tenancy deposit under this tenancy, it must be dealt with in accordance with the statutory rules under sections 212-215 of the Housing Act 2004. Take advice if necessary.

More Information

For more information on using this tenancy agreement please refer to the 'The Lettings Information Point' on our website. Website address: www.letlink.co.uk

THIS PROPERTY IS NON SMOKING

THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Acts

Date <<TYSTART>>

Landlord(s) <<LNAME>> <<LADD1>> <<LADD2>> <<LADD3>> <<LPSTCD>>

Landlord's Agent MATHER MARSHALL LETTINGS 27 MARKET PLACE HATFIELD
HERTFORDSHIRE AL10 0LJ

Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address

Tenant(s) <<TYAGNAME>> (Joint and Several)

Guarantor <<GNAME>>

Property The dwelling known as <<PADD1>> <<PADD2>> <<PADD3>> <<PPSTCD>>

Contents The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory, if you do not return the inventory signed you are agreeing with the terms and conditions set out in the said document

Term For the term of <<TYTERMMTH>> months or <<TYTERMYR>> Years commencing on <<TYSTART>> Expires on <<TYVAC>> NOON

Rent £<<TYRENT>> per calendar month paid directly to the Agent PAYABLE QUARTERLY

Payment standing in advance by equal QUARTERLY payments on the <<TYRENTDAY>> QUARTERLY by order

Deposit A deposit of £ <<TYDEPFULL>> is payable on signing this Agreement and held by the Agent in a Natwest Bank Clients Deposit Account. It is protected by the following scheme

Tenancy Deposit Solutions Limited www.mydeposit.co.uk

1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above

2. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to pay and compensate the landlord for the reasonable costs of any breach of those obligations. It is specifically agreed that this money is not to be used by the Tenant as payment for any rent due under this agreement. No interest shall be payable on this Deposit. The balance of the Deposit to be paid to the Tenant as soon as reasonably possible after the conclusion of the tenancy, less any reasonable costs incurred for the breach of any obligation as agreed by the appropriate deposit scheme, details of which are contained in the scheme's deposit information leaflet and website.

3. The Tenant agrees with the Landlord:

Rent & charges

(3.1) To pay the Rent on the days and in the manner specified to the Landlord's Agent. If rent is in arrears we have to right to collect the whole rental due for the term of the tenancy. If an independent debt collector is instigated, a 10% plus VAT charge is added to the debt, to cover costs of the debt collector or any charges the debt collector invoices for

(3.2) To pay promptly to the authorities to whom they are due, council tax, water and sewerage charges, gas, electric and telephone (if any) relating to the Property, where they are incurred during the period of the agreement, including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected. The Tenant agrees to notify the Landlord prior to changing supplier for any of the utility services stated above. All

meter keys and cards are to be returned to Mather Marshall Lettings, failure to do so may result in additional cost to the tenant

(3.3) That in the case of a breach of the terms of the tenancy by the Tenant, a reasonable administration charge may be made in addition to the costs of any remedial work, in order to compensate the Landlord or Agent his reasonable expenses

Use of the Property

(4.1) Not to assign, or sublet, part with possession of the Property, or let any other person live at the Property except that during the fixed term of the tenancy the tenant may assign or sublet with the landlord's express consent which will not be unreasonably withheld. Such consent, as a variation of the tenancy agreement to be agreed in writing

(4.2) To use the Property as a single private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so

(4.3) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property

(4.4) Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage or annoyance to a person residing, visiting or otherwise engaged in lawful activity or the occupiers of the neighbouring premises

(4.5) Not to keep any cats or dogs at the property and not to keep any other animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbours) on the Property without the Landlord's written consent, not to be unreasonably withheld. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord

(4.6) Not to use the Property for any illegal or immoral purposes

(4.7) Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the restrictions in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached

(4.8) To ensure that the property contents and tenants contents are insured

Repairs

(5.1) Not to damage the Property and Contents or make any alteration or addition to the property without the written permission of the Landlord

(5.2) To keep the interior of the Property and the Contents in good and clean condition and repair at least as good a condition as they were at the commencement of the tenancy, with fair wear and tear excepted and to keep the Property reasonably aired and warmed

(5.3) To pay the reasonable costs reasonably incurred by the Landlord or his Agent in replacing or repairing any furniture or other contents, lost, damaged or destroyed by the Tenant or at the option of the Landlord, replace immediately any furniture or other contents, lost, damaged or destroyed by the Tenant, and not to remove or permit to be removed any furniture or other contents from the Property

(5.4) That the Landlord or any person authorised by the Landlord or his Agent may at reasonable times of the day on giving 24 hours' notice, (unless in the case of an emergency) enter the Property for the purpose of viewing, inspecting its condition and state of repair. The tenant shall permit the property to be viewed on reasonable notice (of at least 24 hours) at all reasonable times during the final weeks of the tenancy

(5.5) To keep the gardens (if any) driveways, pathways, lawns, hedges and rockeries as neat tidy and properly tended as they were at the start of the tenancy and not remove any trees or plants, in some cases the landlord will supply a gardener

(5.6) To replace all broken glass in doors and windows damaged during the tenancy where the damage has been caused by the Tenant, a member of the Tenant's family or their guests

(5.7) Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord, such consent not to be unreasonably withheld, and the cost of providing a set of keys for the Landlord or

his agent to be met by the Tenant

(5.8) To notify the Landlord promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property

(5.9) Not to affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause damage

(5.10) To take all reasonable precautions to prevent damage by frost

(511) In order to comply with the Gas Safety Regulations, it is necessary:

- (a) that the ventilators provided for this purpose in the Property should not be blocked**
- (b) that brown or sooty build up on any gas appliance should be reported immediately to the Landlord or Agent**
- (c) not use any room with a back boiler as a bedroom for your own safety**
- (d) not to use candles, tea lights or any open flame in the property**

(5.12) Not to cause any blockage to the drains, pipes, sinks or baths

(5.13) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent

(5.14) That the Tenant shall be responsible for testing all smoke detectors (if any) fitted in the Property on a regular basis and replace the batteries as necessary, not to cover or disconnect smoke detectors

6. Other tenant responsibilities

(6.1) Within seven days of receipt thereof to send to the Landlord all correspondence addressed to the Landlord or the owner of the Property and any notice order or proposal relating to the Property (or any building of which the Property forms part) given made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority

(6.2) To pay the Landlord fully for any reasonable costs or damage suffered by the Landlord as a consequence of any breach of the agreements on the part of the Tenant in this Agreement

(6.3) Within the last two months of the tenancy to permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at reasonable hours in daytime to enter and view the Property with prospective tenants or purchasers, having first given the Tenant a reasonable period of notice

(6.4) To properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended and where the Property is left vacant for more than 28 consecutive days and the rent is paid, to notify the Landlord or his agent, and to allow him access to the property in order to secure it where necessary

(6.5) That where the Property is left unoccupied, without prior notice in writing to the Landlord or Agent, for a prolonged period, the Tenant has failed to pay rent for that period, has shown no intention to return, the Tenant is deemed to have surrendered the Tenancy. This means that the Landlord may take over the Property and re-let it

7. End of tenancy

(7.1) To return the Property and Contents at the end of the tenancy in the same clean state or condition as they were at the commencement of the tenancy as per the inventory

(7.2) To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy as per the inventory

(7.3) To return the keys of the Property to the Agent on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Agent in securing the Property against re-entry where keys are not returned, leave bedroom door keys in the doors

8. The Landlord agrees with the Tenant that:

(8.1) The Landlord shall permit the Tenant to have quiet enjoyment of the Property without

interruption by the Landlord or his Agent, however this does not preclude the Landlord from taking action through the courts should the Tenant fail to pay the rent due or be in breach of the Tenancy Agreement

(8.2) In the event that the Property is rendered uninhabitable by fire or flood or any other risk which the landlord has insured, other than where the damage has been caused by the act or omission of the tenant, his family or his visitors then the parties will consider this agreement as frustrated and terminated subject to the right of the Tenant to recover any rent paid in advance for the period after the termination

9. Subject to the condition that a Landlord must obtain a court order for possession of the Property before re-entering the premises; if the Tenant does not:

- (a) pay the rent (or any part of it) within 14 days of the date on which it is due; or**
- (b) comply with the obligations set out in the agreement,**

then the landlord may re-enter the Property and end the Tenancy.

This right must be exercised in the correct way through the Courts and only the Court can order the Tenant to give up possession of the Property

10. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 (see note 4)

11. In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:

"The Landlord" includes the persons who during the period of the tenancy have a legal interest in the property

"The Tenant" includes those who might inherit the tenancy. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually. Joint and several liability means that any one of the members of a party can be held responsible for the full rent and other obligations under the agreement if the other members do not fulfil their obligations

12. The parties agree:

(12.1) Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home; or intends to occupy the Property as his or her only or main home

(12.2) The tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988

(12.3) Before the Landlord can end this tenancy, he shall serve any notice(s) on the Tenant in accordance with the provisions of the Housing Acts. Such notice(s) shall be sufficiently served if served in accordance with section 196 of the Law of Property Act 1925 (see note 5)

13. Fire Precautions:

Please note to avoid fire hazards, please do not use candles, tea lights etc in the property, do not smoke in the property, do not obstruct emergency exits, please check your smoke detectors on a regular basis.

14. The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto

THE FIRST SCHEDULE (attach a separate sheet if necessary)

Special conditions:

1. If the Tenant shall issue the Landlord or his agent with a cheque which is dishonoured by his Bank or a standing order is withdrawn after payment into the said account a fee of £25.00 plus VAT shall be charged. If the rent remains unpaid for a period of 7 days after the same shall become due and a letter or text is issued by the Landlord or his agent requesting payment by the Tenant an administration fee of £20.00 plus VAT shall be charged per letter sent, this may be deducted from the holding deposit, at the end of the tenancy
2. If the Tenant locks himself out, there is a charge of £25.00 plus VAT to call Mather Marshall Lettings to regain entry during office hours, a charge of £100.00 plus VAT to call Mather Marshall Lettings or their contractors plus costs of any damages or locks being changed, to gain entry out of office hours. If you lock yourself out it is not Mather Marshall Lettings responsibility
3. If the Tenant changes any locks to the property, the Tenant MUST give Mather Marshall Lettings a copy of the keys.
4. Where there are two or more persons included in the expression 'the tenant' then covenants by such persons jointly and severally
5. Please ensure you cancel your Bankers Standing Order at expiration of the Tenancy Agreement, failure to do so will result in an administration fee of £20.00 plus VAT to return any overpayment
6. Bikes, under no circumstance are bikes to be stored in the property.
7. If the property is student accommodation to permit viewings from the month of January
8. If we receive noise / behaviour complaints from neighbours and it is proven to be the tenants fault a penalty fee will be charged at a rate of £20.00 plus VAT per complaint
9. The tenant may, at his own expense, insure his own furniture, effects and other possessions brought into the property but will not make a claim against the Landlord or his insurers for any loss or damage to such possessions howsoever caused.
10. Tenants should not possess themselves or cause or allow others to have with them, within the confines of the property, the following:-
A Firearm, being a weapon of any description from which any shot, bullet, pellet (of any description or physical consistency), or other missile or any obnoxious liquid or gas can be discharged
And / or
Any item made or adapted to cause injury to another and intended by that person having it with him/her for such use by him/her or by some other person to cause such injury.

Any contravention of these sections of the agreement will result in the circumstances being reported to Police

11. Utilities, you are required to use The Utility Warehouse for gas and electric, the application/direct debit form is to be completed when you sign this tenancy agreement, you may change this once you have moved in, but revert back when moving out

12. There is a checkout charge of £55.00 plus VAT depending on size of property ie number of bedrooms, charged to all tenants, failure to be ready for checkout will result in further costs

13. To sign the schedule of condition (inventory) within 7 days of receipt and return to Mather Marshall Lettings as this forms part of the tenancy agreement, failure to do so will result in Mather Marshall Lettings using the original for your checkout at the end of the tenancy

**SIGNED by the LANDLORD(S) :-
(or the Landlord's Agent)**

Sign:

Print:

Occupation

In the presence of :- (WITNESS)

Name

Address

.....

Witness Signature

SIGNED by the TENANT(S) :-

Signed:

Print:

Signed:

Print:

Signed

Print

Signed

Print

Signed

Print

In the presence of :- (WITNESS)

Name

Address

.....

Occupation

Witness Signature

SCHEME ADMINISTRATORS DETAILS

Tenancy Deposit Solutions Ltd
3rd Floor
Kingmaker House
Station Road
New Barnet
Hertfordshire
EN5 1NZ

Telephone: 0871 703 0552

Fax No: 0845 634 3403

Email: info@mydeposits.co.uk

CIRCUMSTANCES when all or any part of the deposit may be retained by the landlord or his agent

NOTE - this information has to be supplied by reference to the tenancy agreement supplied by Mather Marshall Lettings.

- a) Non payment of any rent
- b) Non payment of any bills for the property
- c) Failure to keep to any of the agreements or conditions contained in the Tenancy Agreement
- d) Reasonable compensation if you have broken any of your agreements contained in the Tenancy Agreement
- e) Reasonable costs of making good any damage which is not caused by fair wear and tear
- f) Failure to provide satisfactory proof that you have paid for the utility bills (electricity, gas, water, council tax and telephone)
- g) Non payment of interest on any outstanding rent or other money legally payable
- h) Reasonable costs if you fail to remove furniture or goods at the end of the tenancy
- i) Non payment of administrative fees
- j) Reasonable costs for any cheque that does not clear, as specified in the Tenancy Agreement
- k) Reasonable costs for replacing locks on failure to return any key/replacement keys

Please refer to the Tenancy Agreement for further information:

CERTIFICATION

I/We (being the Landlord or his agent) certify that -

- a. The information provided above is accurate to the best of the Landlord's knowledge and belief
- b. I/We have given the Tenant(s) the opportunity to sign any document containing the information provided by me or my agent by way of confirmation that the information is accurate to the best of the Tenant's knowledge and belief

Dated:

Landlord or his Agent: _____

(Authorised to sign as Agent on behalf of all the Landlords where these are joint Landlords)

I/We being the Tenant(s) named above acknowledge that I/we have been given the opportunity to read and consider the information provided above and I/we confirm that the information is accurate to the best of my/our knowledge

Dated:

Tenant(s) _____

NOTES

- 1) The legislation requires that the information contained in this document be given to the Tenant(s) within 14 days of receipt of the deposit
- 2) It is open to the Tenant(s) to confirm this information by checking direct with the Scheme Administrator