

Produced by
Pain Smith Solicitors *for* Open Doors

AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY

Important Notice

This document contains the Terms of the Tenancy of . It sets out the promises made by the Tenant and the Landlord to each other. You should read this document carefully and thoroughly. You should also ask to be shown copies of any document referred to in this Agreement. Once signed and dated this Agreement will be legally binding and may be enforced by a court. Make sure that it does not contain terms with which you do not agree with and that it does contain everything you want to form part of the Agreement. Both parties are advised to obtain confirmation in writing when the Landlord gives the Tenant consent to carry out any action under this Agreement.

If you are in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

The tenant will have received the following documents in an acceptable format either via email or paper:

- **How to Rent Handbook produced by the Department of Communities and Local Government (“DCLG”);**
- **Gas safety certificate for the property;**
- **Energy Performance Certificate;**
- **Prescribed Information specifying how the Deposit is protected;**
- **The Deposit Certificate;**
- **The leaflet from TDS.**

Initials: _____ (Landlord) _____ (Tenant)

THIS AGREEMENT IS MADE ON – DATE

The Parties to this Agreement and the Premises

THIS AGREEMENT IS MADE BETWEEN

A.

(“the Landlord”)

AND

(“the Tenant”)

AND IS MADE IN RELATION TO PREMISES AT:

(“the Premises”)

The Main Terms of the Tenancy

1. Term of Tenancy

The Landlord lets to the Tenant the Premises for a period of _____ on an Assured Shorthold Tenancy Agreement. The Tenancy shall start on and include the **xxxxx** and shall end on and include the xxxxxxxxxxxxxx, but subject to a break clause, if applicable, as per Clause A Individually Negotiated Clauses.

To avoid doubt the person known as the head tenant (“the Head Tenant”) is _____ who may be changed periodically with the written consent of all persons forming the Tenant.

2. The Rent

The Tenant shall pay to the **Agent £** _____ per month, (“the Rent”) payable in advance by standing order to the following bank account, as per the attached rent payment schedule.

Account Name: Open Doors Client Account

Branch: Barclays Bank, Buckingham

Account Number: 10696102

Sort Code: 20-57-40

3. The Deposit

The Tenant has paid to the **Agent, £** _____ (“the Deposit”). The Deposit shall be held by the Agent as stakeholder. The Agent is a member of the Tenancy Deposit Scheme. At the end of the Tenancy, the Agent shall return the Deposit to the Tenant subject to the possible deductions set out in this Agreement.

4. Fixtures and Fittings

The Tenancy shall include the Fixtures and Fittings in the Premises including all matters specified in the Inventory and Schedule of Condition.

5. Type of Tenancy

This Agreement is intended to create an Assured Shorthold Tenancy as defined by section 19A of the Housing Act 1988 (as amended) and shall take effect subject to the provisions for the recovery of possession set out in section 21 of that Act.

Initials: _____ **(Landlord)** _____ **(Tenant)**

Tenant.

Other Repairs

- 33.1 To keep in repair and proper working order or if necessary replace all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Fittings, unless the lack of repair is due to the negligence or misuse of the Tenant, his family, his contractors or his visitors.

Safety Regulations

- 34.1 To confirm that all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 34.2 To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the Tenancy and annually thereafter.
- 34.3 To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
- 34.4 To ensure that any electrician carrying out electrical work at the Premises is a member of an approved scheme.
- 34.5 To install a battery operated smoke alarm on each storey of the Premises if there is not a mains smoke alarm system at the Premises and to install a carbon monoxide detector in any room with a solid fuel appliance.
- 34.6 To ensure that any mains electric or battery operated smoke alarms, any carbon monoxide detectors, if provided, and any heat detectors, if provided, are operational at the start of the Tenancy and to maintain any mains electric or battery operated smoke alarms, any carbon monoxide detectors and any heat detectors throughout the Tenancy to ensure they are in full working order; apart from the provision of batteries to any battery operated appliance which is the responsibility of the Tenant.

Head Lease

- 35.1 To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Premises are held under a Superior Lease.
- 35.2 To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.
- 35.3 To provide a copy of the relevant sections of the Head Lease to the Tenant at the start of the Tenancy or within a reasonable timeframe thereafter.
- 35.4 To pay all charges imposed by any Superior Landlord for granting this Tenancy.

Other Taxes

- 36.1 To pay, cover and compensate the Tenant for all tax assessments and outgoings for the Premises apart from those specified as the obligations of the Tenant in this Agreement.
- 36.2 To appoint a Rent collection agent in the UK if the normal place of abode of the Landlord is not in the UK for more than six months in the tax year; or in the absence of such an appointment the Tenant will deduct basic rate tax from all Rent prior to forwarding it to the Landlord; to comply with the obligations under the Finance Act 1995.

Possessions and Refuse

Initials: _____ (**Landlord**) _____ (**Tenant**)

Callouts: The Tenant has been made aware that should a contractor be sent out to the Premises at the Tenant's request and this is deemed by the contractor to be an unnecessary callout, and provides written evidence stating the reasons, the Tenant will be liable for this cost.

Professional Cleaning: The Tenant agrees to ensure the Premises are professionally cleaned throughout at the end of the Tenancy; to include, but not limited to, all surfaces, carpets, oven, windows, appliances, bathrooms, furniture if applicable etc. to the same standard as the Premises were cleaned prior to the start of the Tenancy. A receipt must be provided at check-out.

Tenants must also ensure that the wheelie bins, recycling boxes, any other refuse disposal receptacles, hoovers and lawn mowers are empty at the end of the Tenancy.

Immigration Status: It is the Tenant's responsibility to immediately inform Open Doors of any changes to their immigration status or the status of any other residential occupier of the Premises.

Attic/Loft Space: The Tenant has no access or use of the attic or loft space which is excluded from the Tenancy and should not be entered at any time. This clause is not applicable if the attic / loft has been converted into a liveable space (and approved by the local council's building control department) and the Premises is let as such.

Bicycles: Under no circumstances are bicycles to be kept inside the Premises at any time.

Fireplaces: Where there is a fireplace in the property, fires must not be lit at any time, unless permission has been granted by the landlord upon request.

Fixed Break Clause

Should either the Landlord or Tenant wish to terminate the Tenancy upon such date as is six months from the Commencement Date of the Tenancy that is to say on the _____ and shall first give to the other party at least TWO months' notice in writing to that effect and (in the case of the Tenant only the tenant shall pay all rents and other monies due and observe and perform the Tenants obligations on a timely basis) THEN upon the expiry of such notice the Tenancy shall cease and the Tenant shall yield up vacant possession of the Premises WITHOUT PREJUDICE to the rights of either party to make any claim against the other for any previous breach of the terms, agreements and obligations of this agreement.

Initials: _____ (Landlord)

_____ (Tenant)

At the end of the tenancy

- A.15 The deposit will be released following the procedures set out in clauses 6.1 to 6.14 of the Tenancy Agreement attached.
- A.16 Deductions may be made from the Deposit according to clauses 6.1 to 6.14 of the Tenancy Agreement attached. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.
- A.17 The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is summarised in *What is the tenancy deposit scheme?* Which is attached to this document. More detailed information is available on www.tenancydepositscheme.com
- A.18 TDS are specifically excluded under Statutory Instrument from adjudicating where, despite making reasonable efforts to do so, the Landlord or the Agent are unable to contact the Tenant or the Tenant is unable to contact the landlord or the Agent. Under these circumstances the Member must do the following:
Make every practical effort, over a reasonable period of time but for no longer than it would take for the ICE to resolve a dispute, to contact the former tenant or landlord using information readily available.
Determine dilapidations. Rent arrears and any other prospective deductions from the Deposit as they would normally do.
Allocate the Deposit, pay the party who is present as appropriate, and transfer the amount due to the absent Tenant or Landlord to a suitably designated "Client Suspense (bank) Account".
- A.19 A formal record of these activities should be made supported by appropriate documentation.
- A.20 Following sufficient time (usually at least six years) having elapsed from last contact from the absent Tenant or Landlord, the Agent may then donate the amount allocated to them to a suitable registered charity; subject to an undertaking that any valid claim subsequently received by the Agent from the beneficial or legal owner would be immediately met by the Agent from its own resources.
- A.21 Should the absent Tenant or Landlord return within that period and seek to dispute the allocation of the deposit, the ICE may offer to adjudicate.

The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his knowledge and belief and the Tenant has had the opportunity to examine the information. The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of his knowledge and belief.

Signed by the Tenants: _____

Signed by the Landlord/Agent: _____

**The Deposit is safeguarded by the Tenancy Deposit Scheme which is administered by:
The Dispute Service Ltd
The Progression Centre
Hemel Hempstead
Herts HP1 7DW**

Phone 0300 037 1000

Web www.tenancydepositscheme.com

Fax 01442 253 193

The Dispute Service Ltd also offers a service for enabling a dispute relating to the deposit to be resolved without having to go to court.

Initials: _____ (Landlord) _____ (Tenant)