

THE LEAT

ASSURED SHORTHOLD TENANCY AGREEMENT



Dated _____

Relating to

[property address] _____

Between

THE LANDLORD _____

and

THE TENANT _____

and

THE GUARANTOR _____

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THIS AGREEMENT is dated _____

PARTIES

(1) _____ of _____ (landlord)

(2) _____ of _____ (Tenant).

(3) _____ of _____ (Guarantor).

Agreed Terms

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement

Agent: East of Exe Ltd, 18 Southernhay West, Exeter EX 1PJ

Building: The building known as _____

Charges Schedule: the list of charges imposed by the Landlord or its Agent as attached to this Agreement.

Contents: the furniture, furnishings, equipment and any other items set out in the Inventory.

Deposit: _____

First Rent Payment Date: _____

HA 1988: Housing Act 1988.

HA 2004: Housing Act 2004.

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

Inventory and Schedule of Condition: the list of Contents and description of the condition of the Property attached to this agreement and signed by the parties.

LTA 1985: Landlord and Tenant Act 1985.

Property: _____

Rent: _____ per week such Rent being inclusive of all costs at the Property relating to electricity, water and broadband subject to fair usage clause

Tenancy: the tenancy created under this agreement.

Term: a fixed term of _____ Weeks from _____

TDS: tenancy deposit scheme, as defined in section 212(2) of the HA 2004.

Working Day: A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1.2 Clause headings do not affect the interpretation of this agreement

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

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- 1.4 Words in the singular include the plural and vice versa.
- 1.5 A reference to one gender includes a reference to the other genders.
- 1.6 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.
- 1.7 A reference to an agreement is a reference to this agreement.
- 1.8 A reference to **writing** or **written** includes faxes and e-mail.
- 1.9 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by the Landlord.
- 1.10 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.
- 1.11 References to clauses are to the clauses of this agreement.
- 1.12 Unless otherwise expressly provided, the obligations and liabilities of the parties under this agreement are joint and several.
- 1.13 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. GRANT OF THE TENANCY

- 2.1 At the request of the Guarantor, the Landlord lets the Property to the Tenant for the Term.
- 2.2 This agreement creates an assured shorthold tenancy under Part I Chapter II of the HA 1988.

3. CONTENTS

- 3.1 The Tenant shall keep the Contents in good condition and shall 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 and Schedule of Condition.
- 3.2 The Tenant shall not remove any of the Contents from the Property or allow them to be used outside the Property.
- 3.3 The Landlord and Tenant consent to the use of the Inventory and Schedule of Condition 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.

4. RENT

- 4.1 The Tenant shall pay the Rent as follows:
 - 17 weeks Rent 10 days before the commencement of the Term
 - 17 weeks Rent on or before 2nd January 2018
 - 17 weeks Rent on or before 1st May 2018and for any period after the end of the Term the Tenant shall pay the Rent in monthly instalments on the first day of each month.
- 4.2 The payments shall be made by banker's standing order or by any other method that the Landlord requires at any time by giving notice to the Tenant.



- 4.3 The Tenant shall pay interest at a rate of 3.5% per annum above HSBC Bank PLC's base rate on any rent lawfully due that is paid more than 14 days after the date on which it became due. The interest will be payable from the date the rent should have been paid until the date the rent is actually paid.
- 4.4 The Tenant shall be in breach of this agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Property.
- 4.5 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Property is fit for occupation and use.

5. DEPOSIT

- 5.1 The Landlord acknowledges receipt of the Deposit from the Tenant.
- 5.2 At the end of the Tenancy, the Landlord shall be entitled to withhold from the Deposit such proportion 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) caused by the Tenant's failure to take reasonable care of the Property or Contents;
 - (b) replace any of the Contents which may be missing from the Property;
 - (c) pay any Rent which remains unpaid;
 - (d) pay for the making good of any damage caused to the Building by the Tenant or any person permitted in to the Building by the Tenant; and
 - (e) pay for the Property and the Contents to be cleaned if the Tenant is in breach of its obligations under clause 3.2 or clause 9.1

6. TDS ARRANGEMENTS

- 6.1 The Deposit is protected by The Deposit Protection Service (The DPS) of The Pavilions, Bridgwater Road, Bristol, BS99 6AA, and Telephone Number: 0844 4727 000.
- 6.2 The Landlord or his Agent has provided the information required under section 213(5) of the HA 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (SI 2007/797).
- 6.3 The Landlord agrees that the Deposit shall be held in accordance with the rules of the TDS.
- 6.4 The Landlord and Tenant agree that any interest accrued from the Deposit shall be paid to the Landlord.
- 6.5 The Landlord or his Agent shall inform the Tenant within ten Working Days of the Tenancy ending if the Landlord intends to withhold all or part of the Deposit as detailed in clause 5
- 6.6 The Landlord or his Agent shall inform the Scheme Administrator within ten Working Days of the Tenancy ending that the Deposit is to be repaid in the sums agreed between the Landlord and Tenant.



7. USE OF PROPERTY

- 7.1 The Tenant shall only use the Property as a private dwelling, for the use of the Tenant.
- 7.2 The Tenant shall not use the Property for the purposes of conducting a business.
- 7.3 The Tenant shall not keep any pets or any other animals on or in the Property.
- 7.4 The Tenant shall not do anything to or on the Property or the Building that:
 - (a) causes a nuisance or annoyance to occupiers of adjoining or neighbouring properties; or
 - (b) involves using the Property or the Building for immoral or illegal purposes; or
 - (c) has the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 9.2. The Landlord will provide the Tenant with a summary of the relevant insurance requirements.
- 7.5 The Tenant shall send the Landlord a copy of any notice or other communication affecting the Property or the Building within seven days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord.
- 7.6 The Tenant shall take proper precautions to prevent the escape of water in or from the Property and the Building.
- 7.7 The Tenant shall not bring any dangerous or illegal substances in to the Property or any parts of the Building.
- 7.8 The Tenant shall be directly responsible for the actions of third parties who are in the Property or any parts of the Building with the Tenant's permission or as a result of the Tenant's actions.
- 7.9 The Tenant shall not cause any damage to the Building or its common parts.

8. ASSIGNMENT OR SUBLETTING

- 8.1 The Tenant shall not assign sublet, part with or share possession or occupation of the whole or any part of the Property.
- 8.2 The Tenant shall not assign the whole only of the Property without the written consent of the Landlord. The Landlord is entitled to refuse its consent if:
 - 8.2.1 The Tenant instructs East of Exe to re-let and does not find a suitable and comparable tenant; and pays to or an administration fee of £200 plus VAT (if VAT is applicable)
 - 8.2.2 Any other reason which would result in the Landlord suffering a financial loss and/or the Property is without an occupational tenant paying the rent for the remainder of the Term.
- 8.3 If the Tenant assigns the lease under clause 8.2 then, within 14 days after the assignment, the Landlord shall refund to the original Tenant the proportion of the Rent, and any VAT paid in respect of it, at the same rate that the new tenant is paying the rent calculated from the date of assignment up to the end of the Term (For the avoidance of doubt, for example, if the original Tenant pays by 1 instalment and the new tenant pays by 3 instalments, then the original Tenant will be refunded in 3 instalments).



9. REPAIRS AND ALTERATIONS

- 9.1 The Tenant shall keep the interior of the Property (including any doors, windows and skylights) clean, tidy and in the same condition as at the start of the Tenancy (except for fair wear and tear).
- 9.2 If the Property has a garden, the Tenant shall keep it clean and tidy, and free from rubbish.
- 9.3 The Tenant shall keep the inside and outside of all windows that the Tenant can reasonably reach clean.
- 9.4 The Tenant shall promptly replace and pay for all broken glass at the Property where the Tenant, or the Tenant's family or visitors cause the breakage.
- 9.5 The Tenant shall not cause any blockage to the drains, gutters and pipes of the Property. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under clause 11.5.
- 9.6 The Tenant shall not make any alteration, addition, or redecorate the Property.

10. UTILITIES AND OUTGOING

- 10.1 Included in the Rent is an allowance towards utility costs of £250. The Landlord reserves the right to recharge to the Tenant any additional costs incurred by the Tenant above this amount for utilities (water, electricity, internet). These costs will be monitored by the Landlord or its agent and notification of excess energy consumption will be given as soon as practical and such additional sums payable by the Tenant must be paid within 14 days of a written demand.
- 10.2 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.
- 10.3 The Landlord retains full control over the heating system and the Tenant covenants that it shall not tamper or interfere with the heating timers in any way whatsoever. In case of any default by the Tenant, the Tenant must inform the Landlord immediately.
- 10.4 The Landlord shall use such utility providers for provision of the electricity, water and internet to the Property, which it prefers from time to time.
- 10.5 The Landlord shall provide such internet connection which it prefers from time to time but the Landlord shall be under no obligation to supply any particular speed or range of connection
- 10.6 The Tenant shall pay for a television licence for the Property (if a licence is required).
- 10.7 The Tenant shall pay all taxes relating to the Property
- 10.8 If any of the costs in this clause are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.
- 10.9 The landlord will use reasonable endeavours to ensure all utilities are available at the Property during the Term but is not liable for any loss of provision however caused.

11. LANDLORD'S COVENANTS

- 11.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Property.
- 11.2 The Landlord shall insure the Property and Contents to their full value against loss or damage by the Insured Risks, and shall provide a copy of the insurance cover to the Tenant if requested. The Landlord's insurance does not cover the Tenant's possessions and the Tenant is advised to insure his own possessions with a reputable insurer.



- 11.3 The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.
- 11.4 The Landlord shall allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord.
- 11.5 In accordance with section 11 of the LTA 1985, the Landlord shall:
- (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 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 electricity); and
 - (c) keep in repair and proper working order the installations in the Property for space heating and heating water.
- 11.6 The Landlord shall 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.

This clause does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession.

- 12.2 If the Landlord re-enters the Property pursuant to this clause, then the Tenancy shall 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 will remain in force.
- 12.3 If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall 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 shall 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 shall pay or observe and perform them.
- 13.2 The Guarantor covenants with the Landlord as a separate and independent primary obligation and liabilities under clause 13.1 to indemnify and keep indemnified 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 shall 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 shall not be reduced, discharged or otherwise adversely 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: or
 - (d) the Tenant dying or becoming incapable of managing its affairs: or
 - (e) the Landlord taking any action or refraining from taking any action in connection with the Deposit.

14. RESERVATION OF LANDLORD'S RIGHT TO ENTER THE PROPERTY

- 14.1 The Landlord reserves the right for the Landlord, or any other person acting on behalf of the Landlord, to enter the Property on giving at least 24 hours' prior notice to the Tenant:
- (a) to inspect the condition and state of repair of the Property;
 - (b) to carry out the Landlord's obligations under this agreement;
 - (c) for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property; and
 - (d) in the last month of the Tenancy, to show prospective tenants around the Property.
- 14.2 The Landlord has the right to retain a set of keys to the Property, which shall only be used with the prior consent of the Tenant, except in an emergency.
- 14.3 The Landlord reserves the right to display a "for sale" or "to let" sign on the Property in the last two months of the Tenancy.
- 14.4 Should the landlord or landlords agent have reason to believe the tenant is in breach of their tenancy agreement or carrying out illegal activities within the premises, the landlord reserves the right to immediately enter the property.

15. EXPIRY OF THE TENANCY

- 15.1 At the end of this Tenancy (howevers determined), the Tenant shall return the Property and the Contents to the Landlord in the condition required by this agreement.
- 15.2 If the Landlord allows the Tenant to remain in the Property after the Term has expired the Tenancy shall continue as a contractual periodic tenancy on a monthly basis. To end the periodic tenancy the Tenant shall give the Landlord at least one month' notice in writing. The notice must end on the day before the rent is due.
- 15.3 The Landlord has the right to recover possession of the Property if:
- (a) the Term has expired;

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- (b) the Landlord has given two months' notice to the Tenant of the Landlord's intention to recover possession of the Property; and
 - (c) at least six months have passed since the date of this agreement.
- 15.4 The Tenant shall provide the Landlord with a forwarding address once the Tenancy has come to an end.
- 15.5 The Tenant shall remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges. The Landlord will remove and store the possessions for a maximum of one month. The Landlord will take reasonable steps to notify the Tenant at the last known address. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.
- 15.5 notwithstanding 15.4 above, the Tenant authorises the Landlord to remove and dispose of any cycles left at Property after Tenancy has ended.
- 15.5 The Tenant shall at the end of the Term (however it ends):
- (i) hand to the Landlord or the Agent all the keys to the Property and Building;
 - (ii) give the Landlord vacant possession;
 - (iii) ensure the Property is completely clean and tidy

16. NOTICES

- 16.1 Any notice to the Landlord sent under or in connection with this agreement shall be deemed to have been properly served if:
- (a) sent by first class post to the Landlord's address given in clause 16.5; or
 - (b) left at the Landlord's address given in clause 16.5
- 16.2 Any notice sent to the Tenant under or in connection with this agreement shall be deemed to have been properly served if:
- (a) sent by first class post to the Property; or
 - (b) left at the Property; or
 - (c) sent to the Tenant's e-mail address stated in the Parties clause.
- 16.3 Any notice sent to the Guarantor under or in connection with this agreement shall be deemed to have been properly served if:
- (a) sent by first class post to the Guarantor's address stated in the Parties clause; or
 - (b) left at the Guarantor's address stated in the Parties clause; or
 - (c) sent to the Guarantor's e-mail address stated in the Parties clause.
- 16.4 If a notice is given in accordance with clause 16.1 or clause 16.2 or clause 16.3, it shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the property address; or
 - (b) if sent by first-class post, on the second Working Day after posting; or
 - (c) if sent by e-mail, at 9:00 am on the next Working Day after sending.

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16.5 For the purposes of section 48 of the LTA 1987, the Landlord's address for service is
[must complete] _____

17. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

18. PROPER CONDUCT BY THE TENANT

The Tenant will not:

- (a) do anything at the property which is illegal or immoral;
- (b) hang any items on the outside of the Property or Building;
- (c) leave anything in the common areas of the Building;
- (d) park any vehicles on any approaches or access ways to the Building;
- (e) leave the entrance doors to the Building open;
- (f) use any television without holding a television licence;
- (g) change any lock to the Property;
- (h) smoke at the Property or in any other parts of the Building.

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

Signed on behalf of Landlord _____

Signed by Tenant _____

Signed by Guarantor _____