

**Please remove this page before issuing.** This document is in ODT format and can therefore be amended. Note however that great care should be taken before making any amendments. Like all contracts, it is subject to the unfair terms, and terms deemed to be unfair cannot be upheld in court and might invalidate the agreement.

Any sections not required should be struck out with **NA (Not Applicable)** – e.g. if you don't need that number of tenants.

If you don't take a deposit tick the second box in section **Deposit** (*tick as applicable, and strike out the unwanted clause*) **AND** strike through the first statement in section below.

If you wish to add any further clauses please add them in section below, or leave the wording 'No additional clauses.' We recommend that you get the tenant (or lead tenant) to initial each page as well as signing at the end.

Please note that it is recommended that this agreement has an initial term of 6 months, and that it then goes to a Contractual Periodic after that. This ensures the tenant(s) is always responsible for the Council Tax. Any other arrangement can lead to the landlord being responsible. If you don't want to create a Contractual Periodic agreement strike through the phrase '*after which the agreement continues on a monthly basis.*' in section A

Check list for this AST:-

Matter	Checked
<b>Prior to offering an agreement</b>	
<b>Mandatory matters:-</b>	
<b>Right to Rent Immigration Checks:-</b>	
<i>seen appropriate documents for ALL occupants BEFORE offering</i>	
<i>all documents copied, in front of that occupier (keep for tenancy + 1 year) - check again if required</i>	
<b>All consents to let agreed (leasehold; mortgage; joint owners)</b>	
<b>If required – valid EPC available (not required for HMO on individual room lets)</b>	
<b>All fire regulations met</b>	
<b>If required – appropriate property licensed applied for (Mandatory; Additional; Selective)</b>	
<b>Valid electrical safety certificate available</b>	
<b>Any furniture meets 1988 fire regulations</b>	
<b>Strongly recommended:-</b>	
<b>Property in good maintenance and decorative order (ensure no cat 1 HHSRS faults)</b>	
<b>All tenants vetted and credit checked (especially student tenants - consider Guarantor, and/or rent protection insurance)</b>	
<b>Taken NI number for all tenants (essential for Universal Credit payments – useful for tracing someone)</b>	
<b>Appropriate landlord insurance in place</b>	
<b>If using an agent ensure they have full money protection (member of ARLA;etc) and belong to a Redress Scheme</b>	
<b>When signing agreement :-</b>	
<b>Mandatory matters:-</b>	
<b>Valid Gas Safety Inspection Record available (CP12) (MUST be issued BEFORE tenant takes occupation)</b>	
<b>Valid Electrical Certificate issued</b>	
<b>Smoke and CO alarms fitted</b>	
<b>All plugs and sockets checked visually</b>	
<b>All electrical equipment fit for purpose (PAT test could be used)</b>	
<b>Have duty of care to ensure no risk of Legionnaires Disease</b>	
<b>If taken - deposit properly dealt with (lodged in time; ALL interested parties served Prescribed Information)</b>	
<b>Agreement signed, and witnessed (suggest initial every page)</b>	
<b>Have issued the 'How to Rent' booklet – can be emailed with tenants permission</b>	
<b>Provide tenants with details of how their personal data will be used (suggest issue privacy statement)</b>	
<b>Strongly recommended:-</b>	
<b>Full inventory carried out, including all keys and all meters (include photo's; suggest initial every page)</b>	
<b>If Deposit <u>not</u> taken agreement mark AST appropriately</b>	
<b>During let :-</b>	
<b>Mandatory matters:-</b>	
<b>Don't enter property without permission</b>	
<b>Deal with any repairs in an appropriate time (Section 11 of the 1985 Housing Act)</b>	
<b>If required – follow up Right to Remain check (Check; copy. Advise Home Office if checks failed)</b>	
<b>Renew Gas Safety Inspection annually (Can be applied for up to 2 months prior to CP12 ending)</b>	
<b>Strongly recommended:-</b>	
<b>Ensure rent received on time</b>	
<b>Inspect property regularly (ensure permission obtained)</b>	
<b>End of let :-</b>	
<b>Mandatory matters:-</b>	
<b>Ensure agreement ended legally:-</b>	
<i>Keep proof if tenant has finished the let voluntarily</i>	
<i>If landlord requesting termination of the let – ensure Notice to Quit served correctly</i>	
<b>If taken – deal with deposit correctly :</b>	
<b>Strongly recommended:-</b>	
<b>If taken – check inventory</b>	
<b>Change locks</b>	

**Must be able to prove all the above in case of a dispute.**



# Assured Shorthold Tenancy Agreement

It is intended that the tenancy created by this Agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Act 1988 as amended by the Housing Act 1996.

The headings are for convenience only and do not affect the interpretation of this agreement; the singular includes the plural and vice versa; words that are gender neutral or gender specific include each gender.

**Important:** this tenancy agreement is a binding document, before signing it you should read it carefully. If you do not understand this agreement or anything in it, or associated with it, it is strongly suggested you ask for it to be explained to you before you sign it. You might consider consulting a solicitor OR Citizens Advice or Housing Advice Centre.

## The Particulars

### THIS AGREEMENT IS MADE BETWEEN:

**Landlord** Full name: \_\_\_\_\_  
Company: (if applicable) \_\_\_\_\_  
Address: \_\_\_\_\_  
Postcode: \_\_\_\_\_  
Telephone: Daytime: \_\_\_\_\_ Evening: \_\_\_\_\_ mobile: \_\_\_\_\_  
Email: \_\_\_\_\_

### AND Tenant\* (See Note)

Lead Tenant: \_\_\_\_\_  
Address: \_\_\_\_\_  
Postcode: \_\_\_\_\_  
Telephone: mobile: \_\_\_\_\_ National Insurance Number \_\_\_\_\_  
Email: \_\_\_\_\_

Tenant 2: \_\_\_\_\_  
Address: \_\_\_\_\_  
Postcode: \_\_\_\_\_  
Telephone: mobile: \_\_\_\_\_ National Insurance Number \_\_\_\_\_  
Email: \_\_\_\_\_

Tenant:3 \_\_\_\_\_  
Address: \_\_\_\_\_  
Postcode: \_\_\_\_\_  
Telephone: mobile: \_\_\_\_\_ National Insurance Number \_\_\_\_\_  
Email: \_\_\_\_\_

Tenant:4 \_\_\_\_\_  
Address: \_\_\_\_\_  
Postcode: \_\_\_\_\_  
Telephone: mobile: \_\_\_\_\_ National Insurance Number \_\_\_\_\_  
Email: \_\_\_\_\_

Tenant:5 \_\_\_\_\_  
Address: \_\_\_\_\_  
Postcode: \_\_\_\_\_  
Telephone: mobile: \_\_\_\_\_ National Insurance Number \_\_\_\_\_  
Email: \_\_\_\_\_

Tenant:6 \_\_\_\_\_  
Address: \_\_\_\_\_  
Postcode: \_\_\_\_\_  
Telephone: mobile: \_\_\_\_\_ National Insurance Number \_\_\_\_\_  
Email: \_\_\_\_\_

**\*Guidance Note: Joint and several liability.**

means where there are two or more Tenants, you will each be responsible for complying with the obligations in this Agreement both individually and together. We may seek to enforce these obligations or claim damages against any one or more of you. For example, if three Tenants are named on this Agreement and one Tenant does not pay their proportion of the Rent, we can recover the amount owed from any one of you or any group. **If the Tenancy is periodic and one Tenant gives notice to quit, the notice will end the Tenancy for all of you.**

The Tenant must not allow any other adults to live at the property without the written consent of the Landlord which must not be unreasonably withheld or delayed.

The Tenant must ensure that not more than \_\_\_\_\_ (*insert number*) persons live at the Property

**IN RESPECT OF THE PROPERTY AT:**

Address: \_\_\_\_\_

Postcode: \_\_\_\_\_

Having the furniture, furnishings, fixtures and other items set out in the Inventory &

Schedule of Condition dated: \_\_\_\_\_

With the use of the additional Shared Facilities: \_\_\_\_\_

With use of: (*tick as applicable*) parking space ☐ garage ☐ located: \_\_\_\_\_

**Notices:** In accordance with Sections 47 and 48 of the Landlord & Tenant Act 1987, the Landlord's name and address in England and Wales at which Notices (including Notices of Proceedings) may be served on the Landlord by the Tenant are:-

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Postcode: \_\_\_\_\_

**THE MAIN TERMS OF THE AGREEMENT ARE:**

**1. Term**

1.5 A FIXED TERM of \_\_\_\_\_ months commencing on and including (*start date*) \_\_\_\_\_ to and including (*end date*) \_\_\_\_\_ and thereafter from month to month. If the landlord allows the tenant to remain in the Property after the fixed term has expired then the Tenancy will continue as a contractual periodic tenancy in accordance with the Housing Act 1988 (as amended). To end the periodic tenancy the tenant shall give the landlord at least one months' notice in writing.

**2. Rent**

2.1 The total rent payable per week/month (*delete as applicable*) is £ \_\_\_\_\_ and is payable weekly/monthly (*delete as applicable*) in advance in the following instalments:-

2.2 The first payment is to be £ \_\_\_\_\_ in cleared funds on the signing of this Agreement and thereafter the sum of £ \_\_\_\_\_ (*rent*) to be paid on the (*insert no.*) \_\_\_\_\_ day of each (*delete as applicable*) week/month by (*tick as applicable*) cheque ☐ direct debit ☐ standing order ☐ cash ☐ commencing on (*insert date when 2nd rent payment due*) \_\_\_\_\_

**3. Charges for Services (*tick as appropriate*)**

3.1 Water charges: Included ☐ Excluded ☐

3.2 Council Tax (or similar charge which replaces it): Included ☐ Excluded ☐

3.3 Gas: Included ☐ Excluded ☐

3.4 Electricity: Included ☐ Excluded ☐

3.5 Television licence: Included ☐ Excluded ☐

3.6 Telephone: Included ☐ Excluded ☐

3.7 Broadband: Included ☐ Excluded ☐

3.8 Other: (*please specify*) \_\_\_\_\_ Included ☐ Excluded ☐

#### 4 Deposit (tick as applicable, and strike out the unwanted clause)

☐ The Tenant will pay a deposit of £ \_\_\_\_\_ (insert amount) which the landlord will protect in the following Government approved tenancy deposit protection scheme \_\_\_\_\_ (insert name of scheme).

See full details in section **The Deposit** below

No Deposit will be taken. ☐ Rent in Advance of £ \_\_\_\_\_ will be taken (See section 1.4 below)

**The landlord agrees to let and the Tenant agrees to take the property and the Contents for the Term at the Rent payable as above.**

### 1. Tenant's Obligations

The Tenant hereby agrees with the Landlord as follows:

- 1.1. Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any other person to do or not to do the same thing.

#### Rent and Charges

- 1.2. To pay the Rent at the times and in the manner specified in The Particulars whether or not it has been formally demanded.

- 1.3. To pay to the Landlord all costs and expenses, on an indemnity basis, incurred by the Landlord in:

- 1.3.1. The recovery from the Tenant of any Rent or any other money which is in arrears.

- 1.3.2. 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).

- 1.3.3. Any other monies owed by the Tenant to the Landlord.

- 1.4. If Rent in Advance has been taken:-

- 1.4.1. Rent hereunder shall be paid at the following times:

- 1.4.1.1. as regards the first and last month of the term, on the signing of the tenancy agreement

- 1.4.1.2. as regards all other months of the term, by payment in full on the rent day of each month.

#### Use of the Property

- 1.5. To occupy the Property as the Tenant's only or principal home.
- 1.6. Not to assign or sublet or part with or share possession of the Property or any part of it, or to allow the Property to be occupied by more than the maximum Number of Permitted Occupiers.
- 1.7. Not to 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 or Parking Space is specified in the Particulars) for the parking of a private motor car.
- 1.8. Not to use the Property for any immoral, illegal or improper purposes.
- 1.9. To use the Property carefully and properly and not to damage it.
- 1.10. Not to 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 property.
- 1.11. Not to make any noise or play any radio television audio equipment or musical instrument in or about the Property so as to cause nuisance to neighbours or other adjoining residents or people in the immediate area.
- 1.12. Not to change the supplier of the Utilities and Services as specified in The Particulars without the express written permission of the Landlord (which will not be unreasonably withheld).
- 1.13. Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such Services to the Property. This includes the installation of any pre-payment meter.
- 1.14. Not to bring into the Property any furniture or furnishings and other personal effects that do not meet the required safety standards.
- 1.15. Not to obstruct the common parts of the Building or any Shared Facilities or keep or leave anything in them.
- 1.16. Not to smoke or to permit a visitor to smoke tobacco or any other substance in the Property without the express written permission of the Landlord (which will not be unreasonably withheld).
- 1.17. Not to keep any dangerous or inflammable goods, materials, or substances in or on the Property apart from those required for general household use.
- 1.18. Not to install, take into, use or keep in, the property any heater or like object which requires paraffin or other gaseous fuel, and not to burn candles in the Property without the express written permission of the Landlord (which will not be unreasonable withheld).
- 1.19. Not to keep any animals, reptiles, insects, rodents or birds at the premises without the express written permission of the Landlord (which will not be unreasonably withheld).
- 1.20. Not to block or cause any blockage to the drains and pipes, gutters and channels in or about the Property.
- 1.21. Keep all security alarms, carbon monoxide alarms and smoke detectors in good working order.
- 1.22. To notify the landlord in writing of any defects.
- 1.23. Not to bring into the Property any electrical equipment which does not comply with relevant UK electrical regulations.
- 1.24. To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Property that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the tenancy.

- 1.25. To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated.
- 1.26. Not to alter or to have made altered or extended any electrical wiring, plumbing or gas installation in the Property

#### **Leaving the Property Empty**

- 1.27. To advise the Landlord, by giving reasonable written notice, if the Tenant 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 and to take reasonable precautions to mitigate damage.

#### **Condition of the Property**

- 1.28. Unless written comments or amendments are received by the Landlord within 14 days of Tenancy commencement the Tenant acknowledges that the Inventory and Schedule of Condition attached hereto and forming part of this Agreement is a true and accurate record of the Property and the Contents, including their condition, at the beginning of the Tenancy.
- 1.29. Not to damage the Property or make any alteration in or addition to it or the electrical or plumbing system.
- 1.30. To pay to the Landlord all costs and expenses, on an indemnity basis, incurred by the Landlord in:
  - 1.30.1. The recovery from the Tenant of any Rent or any other money which is in arrears.
  - 1.30.2. 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).
  - 1.30.3. Any legal costs, losses, damages and expenses incurred by the Landlord as a result of any default or breach of the terms of the Tenancy by the Tenant.
  - 1.30.4. Any legal costs incurred by the Landlord in a bringing a claim for possession resulting from the Tenant's failure to leave the Property in vacant possession following service of a valid notice pursuant to section 21 of the Housing Act 1988.
- 1.31. Any other monies owed by the Tenant to the Landlord. Not to decorate or change the style or colour of the decoration whether it be internal or external, nor to erect any aerial or satellite dish without the express written permission of the Landlord (which will not be unreasonably withheld).
- 1.32. To keep the interior of the Property and the Contents in the same condition, cleanliness, repair and decoration, as at the start of the Tenancy with allowance for fair wear and tear.
- 1.33. Not to remove any of the Landlord's Contents from the Property.
- 1.34. To clean the windows of the Property, (where access is possible,) as often as necessary.
- 1.35. To wash or clean the curtains hanging in such windows, only as agreed with the Landlord in writing.
- 1.36. To keep the Garden in the same character; weed free and in good order and to cut the grass at reasonable intervals during the growing season.
- 1.37. Where the Property includes Shared Facilities, to take proper care of the Contents and clean as appropriate after use.
- 1.38. To replace any light bulbs, fluorescent tubes, fuses or batteries, promptly and when necessary.

#### **Waste and Refuse**

- 1.39. To keep the exterior free from rubbish and place all refuse containers etc. in the allocated space for collection on the day for collection.
- 1.40. To undertake disposal of refuse by 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.

#### **Letters and Notices**

- 1.41. To forward any notice, order, proposal or legal proceedings affecting the Property or its boundaries to the Landlord promptly upon receipt of any notice, order, proposal or legal proceedings.
- 1.42. To forward all correspondence addressed to the Landlord at the Property to the Landlord within a reasonable time.

#### **Access to the Property**

- 1.43. To permit the Landlord or other persons authorised by them at all reasonable times after giving the Tenant at least twenty-four hours written notice (except in an emergency):
  - 1.43.1. To enter the Property to examine the state and condition of the Property and Contents and to carry out repairs or maintenance to the Property or Contents and afford them all facilities so to do.
  - 1.43.2. To enter and view the Property with prospective occupiers during the last two months of the tenancy.

#### **Notice to Repair**

- 1.44. If the Landlord gives the Tenant any written notice to remedy a defect, for which the Tenant is responsible, the Tenant shall carry out the repair within one month of the date of the given notice.

#### **Key and Alarm Codes**

- 1.45. The Tenant agrees that the Landlord shall hold a set of keys and that the Tenant shall not install or change the door locks or alarm codes, without the express written permission of the Landlord (which will not be unreasonably withheld).
- 1.46. Not to have any keys cut for the locks to the Property without the express written permission of the Landlord (which will not be unreasonably withheld).

#### **Tenant's Possessions**

- 1.47. The Tenant is strongly advised to take out insurance with a reputable insurer for the Tenant's possessions as such possessions cannot be covered by any insurance effected by the Landlord.

#### **At the End of the Tenancy**

1.48. At the end of the Tenancy the Tenant agrees to:

- 1.48.1. Give up the Property with vacant possession.
- 1.48.2. 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).
- 1.48.3. Leave the Contents in the respective positions that they occupied at the commencement of the Tenancy.
- 1.48.4. Return any linen, blankets and towels that may be provided, freshly washed and clean.
- 1.48.5. Return all keys to the Landlord and pay reasonable costs of having new locks fitted and new keys cut in the event that not all keys are returned to the Landlord.

1.49. Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the property after the tenancy has ceased will be stored separately. Anything not claimed within 28 days after the expiry or sooner termination of the tenancy shall be deemed to have been abandoned. Provided the Landlord has given written notice to the Tenant, or where the Tenant cannot be found after reasonable steps have been taken to trace the Tenant, the Landlord can dispose of such goods as they think appropriate, and charge the tenancy for any extra costs.

1.50. To allow the Landlord to erect a reasonable number of 'for sale' or 'to let' signs at the Property during the last two months of the Tenancy.

1.51. The Tenant should be present during any inspection of the Property upon check out, to be carried out by or on behalf of the Landlord.

1.52. The Landlord also makes the following additional clauses No additional clauses:-

- 1.52.1. No additional clauses.

## 2. Landlord's Obligations

The Landlord hereby agrees with the Tenant as follows:

- 2.1. The Landlord shall arrange for the Property and the Landlords Contents (not the Tenant's possessions) to be insured under a comprehensive insurance policy and use all reasonable effort to arrange for any damage caused by an insured risk to be remedied as soon as is practicable, and to refund to the Tenant any Rent paid for any period in which the Property is uninhabitable or inaccessible as a result of such damage, unless the insurers refuse to pay out the policy monies because of anything the Tenant has done or failed to do in breach of the Tenant's Obligations under this Agreement.
- 2.2. To pay all assessments and outgoings in respect of the Property, which are the responsibility of the Landlord.
- 2.3. To allow the Tenant to quietly possess and enjoy the Property during the Tenancy without interruption from the Landlord, (not withstanding Clause To permit the Landlord or other persons authorised by them at all reasonable times after giving the Tenant at least twenty-four hours written notice (except in an emergency): in this Agreement).
- 2.4. To ensure that gas appliances supplied by the Landlord comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Gas Safety Check Certificate will be given to the Tenant at the commencement of the Tenancy.
- 2.5. To ensure that all the furniture and equipment within the Property supplied by the Landlord complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 2.6. To carry out promptly any repairs which are the Landlord's responsibility.

## 3. Interest on Rent Arrears

- 3.1. The Tenant shall pay interest at the rate of 3% above the base lending rate of the Bank of England 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

### Landlords Right of Termination

- 4.1. We give you notice that Property may be repossessed under Ground 1 or Ground 2 in Schedule 2 to the Housing Act 1988.
- 4.2. Without limiting the other rights and remedies of the Landlord, the Landlord may seek to lawfully terminate the tenancy by obtaining a court order if:
  - 4.2.1. the Rent or any part of it is in arrears whether formally demanded or not, or
  - 4.2.2. the Tenant is in breach of any of the obligations under this agreement, or
  - 4.2.3. notice has been served in accordance with clause **Error! Reference source not found.** above, or
  - 4.2.4. the Tenant is made bankrupt, whether voluntarily or otherwise, or has a winding up order served on it.

### Tenants Right of Termination

- 4.4 The Tenant giving written notice of at least one month and expiring on the last day of a rental period of the Tenancy, but not expiring within the Fixed Term.
- 4.5 **If the Tenancy is periodic and one Tenant gives notice to quit, the notice will end the Tenancy for all of you.**

### Effect of Termination

- 4.6 Termination of this Tenancy Agreement ends the Tenancy but does not release the Tenant from any outstanding obligations.

## 5 The Deposit

5.1 If a deposit is taken it will be held and returned under the terms of one of the Tenancy Deposit Schemes (The Scheme) detailed below.

- DPS (The Deposit Protection Service);
- TDS (The Tenancy Deposit Scheme);
- MyDeposits (Tenancy Deposit Solutions Ltd)

Note that all three schemes operate:-

- A custodial scheme. The scheme shall hold the deposit within the terms of the scheme.
  - an insurance based scheme. The Landlord shall hold the deposit within the terms of the scheme.
- Any interest earned on the Deposit shall be retained by the Landlord and used to cover administration costs

## **5.2 Return of the Deposit**

**5.2.1** If the Tenant has kept to all the agreements and conditions within this Agreement the Deposit shall be returned to the Tenant (less any deductions properly made) within 10 working days of the end of the Tenancy, upon vacant possession of the Property and return of the keys,.

**5.2.2** In the event of the landlord needing to charge for any matter in below:-

**5.2.2.1** If the Tenant agrees to these deductions the Landlord will pass the balance (if any) to the Tenant when all costs are verified;

**5.2.2.2** If the Tenant disagrees with some, or all of these charges the matter will be adjudicated by The Scheme.

**5.3** The Tenant agrees that the Landlord may make reasonable charges at the end of the Tenancy, including any deductions from the deposit for the following purposes:

**5.3.1** except for fair wear and tear, to make good any damage to the Property, the Common Parts or any of the items listed in the Inventory & Schedule of Condition caused by the Tenant's failure to comply with the Tenant's obligations under this agreement;

**5.3.2** to replace any items listed in the Inventory which are missing from the Property at the end of the Tenancy;

**5.3.3** to pay any rent which remains unpaid at the end of the Tenancy;

**5.3.4** where the Tenant has failed to comply with clause above of this agreement, to pay the reasonable cleaning costs and decorating incurred by the Landlord to remedy that failure;

**5.3.5** where the Tenant has made any addition or alteration to the Property or has redecorated the Property without the Landlord's prior written consent (see clause above) , to cover the reasonable costs incurred by the Landlord in removing or reversing any such addition or alteration or in reinstating the former decorative scheme;

**5.3.6** to replace any keys not returned at the end of the tenancy (see clause above).

**5.3.7** any damage to or cleaning of the Property and Fixtures and Fittings caused by the Tenant or arising from any breach of the terms of this Agreement by the Tenant;

**5.3.8** any sum repayable by the Landlord or the Agent to the local authority where housing benefit/Universal Credit has been paid direct to the Landlord, or the Agent, by the local authority;

**5.3.9** any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;

**5.3.10** any unpaid account or charge for water, electricity or gas or other fuels used by the Tenant in the Property;

**5.3.11** any unpaid council tax;

**5.3.12** any unpaid telephone charges;

**5.3.13** in respect of a Judgement set out in a Court Order where arrears or damages are awarded to the Landlord

## **6 Notices**

**6.1** The Landlord gives notice to the Tenant that in accordance with Section 47 and 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 in accordance with this 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 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 in the ordinary course of that first class post being delivered.

## **7 Rent Review**

**7.1** The landlord confirms that the rent will be reviewed on an annual basis from the date of commencement of this agreement. The tenant will be advised in writing giving one months' notice of any amendment to the rent.

## **8 Consents**

**8.1** The Landlord confirms that all necessary consents have been obtained to enable the Landlord to enter into this Agreement (whether from Superior Landlord, Lenders, Mortgagees, Insurers, or others).

## **9 Data Protection**

**9.1** The Tenant hereby consents to the Landlord processing any information or personal details on or of the Tenant as defined in the Data Protection Act 1998; updated by the General Data Protection Regulations (2016)

**9.2** The Tenant agrees that the Landlord may pass on the Tenant's forwarding address and/or other personal information to utility suppliers, local authority, any credit agencies, or reference agencies and for debt collection.

**9.3** The tenant agrees the landlord may request information regarding the tenants benefits status, whether by Local Housing Allowance or Universal Credit.

**9.4** Details of how the landlord holds and uses data are outlined in the Privacy Statement at the end of the agreement.

**Signed by the following parties (NB if Guarantor or witness not required strike out that part):-**

Landlord Signature: ..... Date: .....	Witness Signature: ..... Date: .....
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<b>Tenant 1</b> Full name (block capitals): ..... Signature: ..... Date: .....  Witness name: (block capitals): ..... Signature: ..... Date: .....  Guarantor* to Tenant 1 Signature: ..... Full name (block capitals): ..... Address: .....  Date: .....	<b>Tenant 2</b> Full name (block capitals): ..... Signature: ..... Date: .....  Witness name: (block capitals): ..... Signature: ..... Date: .....  Guarantor* to Tenant 2 Signature: ..... Full name (block capitals): ..... Address: .....  Date: .....
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<b>Tenant 3</b> Full name (block capitals): ..... Signature: ..... Date: .....  Witness name: (block capitals): ..... Signature: ..... Date: .....  Guarantor* to Tenant 3 Signature: ..... Full name (block capitals): ..... Address: .....  Date: .....	<b>Tenant 4</b> Full name (block capitals): ..... Signature: ..... Date: .....  Witness name: (block capitals): ..... Signature: ..... Date: .....  Guarantor* to Tenant 4 Signature: ..... Full name (block capitals): ..... Address: .....  Date: .....
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<b>Tenant 5</b> Full name (block capitals): ..... Signature: ..... Date: .....  Witness name: (block capitals): ..... Signature: ..... Date: .....  Guarantor* to Tenant 5 Signature: ..... Full name (block capitals): ..... Address: .....  Date: .....	<b>Tenant 6</b> Full name (block capitals): ..... Signature: ..... Date: .....  Witness name: (block capitals): ..... Signature: ..... Date: .....  Guarantor* to Tenant 6 Signature: ..... Full name (block capitals): ..... Address: .....  Date: .....
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### \*Obligations of guarantor

- 1 If the Tenant while he remains bound by the tenant covenants in this agreement does not comply with any other obligation owed to the Landlord under this agreement, the Guarantor must pay to the Landlord all reasonable losses, damages, costs and expenses incurred by the Landlord as a result of that default on demand.
- 2 The obligations of the Guarantor under this clause are entered into with the Landlord as sole or principal debtor. This means that the Guarantor is primarily liable to the Landlord in relation to the obligations of the Tenant to the Landlord under this agreement.
- 3 The obligations of the Guarantor under this clause will not be released or reduced by any immaterial alteration of the terms of this agreement that does not adversely affect the Guarantor.
- 4 The obligations of the Guarantor under this clause will not be released or reduced by any delay by the Landlord in enforcing the payment of any Rent or other payment lawfully due to the Landlord under this agreement or in enforcing compliance with any other obligation owed to the Landlord under this agreement or by any arrangement entered into by the Landlord in relation to those matters.
- 5 Any demand of the Guarantor under this clause may be made by sending it by first class letter post to the address given for the Guarantor at the beginning of this agreement and, unless returned undelivered, will be deemed to have been served within 3 working days after posting whether or not it is, in fact, received.
- 6 The Guarantors attention is drawn to the section regarding data protection above (section above which will also apply to any Guarantor).

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#### Schedule of documents:-

Attached to, and forming part of this agreement are: *(tick where appropriate)*

- |                          |   |                  |
|--------------------------|---|------------------|
| <input type="checkbox"/> | Inventory & Schedule of Conditions              | dated _____      |
| <input type="checkbox"/> | Energy Performance Certificate (EPC)            | dated _____      |
| <input type="checkbox"/> | Gas Safety Certificate (CP12)                   | dated _____      |
| <input type="checkbox"/> | How to Rent Guide                               | issue date _____ |
| <input type="checkbox"/> | Electrical Installation Condition Report (EICR) | dated _____      |
| <input type="checkbox"/> | Privacy statement                               |                  |
| <input type="checkbox"/> | Other <i>(please specify)</i> _____             |                  |
| <input type="checkbox"/> | Tenancy Deposit Scheme details                  | dated _____      |

If the deposit is only taken at the time of signing this agreement the Prescribed Information will be sent to the tenant within 30 days of receiving it.

The Tenant indemnifies the Landlord that the Tenant is the only Interested Party for Deposit Regulation purposes.

Signed by the Lead Tenant on behalf of all Tenants:

I acknowledge receipt of these attachments and that they were served before occupation of the property:-

Signed: \_\_\_\_\_ dated \_\_\_\_\_

Print name \_\_\_\_\_

## **Privacy Statement**

This notice sets out how we hold and process information we hold about you. We process personal information about our tenants and possible new tenants so we can provide residential accommodation. This includes:

- when processing applications for tenancies:-
  - checking the suitability for a tenancy, which might include credit; immigration and other checks;
  - taking personal details such as personal; employment; previous tenancy; education and financial details, and such details as we believe necessary to collect.
  - By law, we have to carry out immigration checks on new tenants and residents. We have to keep copies of the documents we inspect as part of these checks.
- During the let:-
  - administering the tenancy deposit (if taken);
  - collecting rent;
  - maintaining our records and accounts;
  - managing the property.
- After the let:-
  - supplying references;
  - debt chasing.

We may keep this information on computer.

### ***Data protection:-***

#### ***Sharing information with others.***

We may need to share personal information we process with others. If we have to do this, we will keep to data-protection legislation. Depending on the circumstances, we may share information with:

- other landlords;
- employers;
- educational institutions, universities and colleges;
- suppliers (including gas, electricity and water companies) and service providers;
- financial organisations (including banks);
- credit- and tenant-reference agencies;
- tenancy deposit schemes;
- debt-collection and tracing agencies;
- public and government bodies (including those who deal with benefits and council tax);
- HMRC Inspectors;
- contractors and repairers;
- letting and managing agents; and
- any future owner of the property.

This does not mean that we necessarily share information with all of the above but we may do so if we need to.

#### ***Council tax and utilities and services***

We share information with all Service Providers; Utility Companies; Local Authority to ensure that council tax and utility and service bills (including water charges) are correctly collected

#### ***Why we use your personal information***

We may use the personal information you give us in a number of ways, for example to decide whether to let the property to you; to prevent fraud, for accounting and auditing purposes, for managing property or for debt collection.

#### ***Right to gather information***

You have the right to ask for a copy of the information that we hold about you. We may make a small charge for this service. We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information if this is not accurate. To ask for this information, please write to us or email us.