

AGREEMENT
for letting a furnished dwelling house on
an assured shorthold tenancy agreement
under Part 1 of the Housing Act 1988

An Agreement is made this _____ (date) of _____ (month) (year) _____

Between: **The Landlord** _____

Address _____

Telephone Number _____

and: **The Tenant** _____

Permanent Home Address _____

Telephone Number _____

Student Registration Number -----

It is agreed as follows:

1. The Landlord lets and the Tenant takes the premises known as:

for the period commencing on _____ until _____

(a period of.....weeks)

together with the furniture and household effects now in the premises (as listed in the attached inventory)
at the rental of:

£ _____ per week (including water rates)

Payable annually/ monthly/ termly / 2 installments /other (please state)

Rent is due on the following date(s) _____

Damage Deposit Payable Yes / No (Delete as appropriate)

Tenancy Deposit Scheme (To be completed if a deposit is to be taken)

A deposit of £ _____ from the tenant is payable, which will be protected by a government approved
Tenancy Deposit Scheme until the termination of the tenancy. The landlord must place the deposit in a

scheme and provide the tenant with the details of his/her chosen scheme within 14 days after the deposit is taken.

2. TENANTS OBLIGATIONS

The Tenant will:

- 2.01 Pay the rental as arranged.
- 2.02 Pay all charges for gas, electricity and telephone supplied to the premises during the term of occupation or agreed tenancy. The tenant will supply the landlord with the necessary documentation (in the case of a full time student) in relation to the exemption of the premises from Council Tax. The tenant shall pay any Council Tax arising during the tenancy and where appropriate shall reimburse any Council Tax paid by the Landlord in respect of the premises
- 2.03 Not allow the said premises to be used otherwise than as a private dwelling for the use of the above named tenant(s) only. Not take in lodgers or paying guests, nor assign the benefit to or share possession of the premises.
- 2.04 Keep the interior of the said premises and the contents thereof in a clean and habitable condition at all times.
- 2.05 Not remove from the premises any of the furniture or effects and replace any items of furniture or effects which are lost, removed, damaged or destroyed, with articles of equal value. Not introduce into the premises any furniture or furnishings which do not comply with the Furniture and Furnishings (Fire Safety) Regulations 1993 and any amendments to these regulations.
- 2.06 Yield up the premises at the end of the tenancy in the same clean state and condition it was at the beginning of the tenancy and leave the furniture and effects in the rooms or places in which they were at the beginning of the tenancy. Ensure the inventory is checked and agreed with the landlord.
- 2.07 Not damage the property or make any alteration or addition, nor decorate any part of the premises without the prior written consent of the landlord.
- 2.08 Not do, or permit to be done on the premises, anything which may be or become a nuisance or annoyance to the landlord or the other tenants or occupiers of any adjoining premises (noise, abuse, interference or harassment etc.) or which may invalidate any insurance of the property against fire or otherwise or increase the ordinary premium for such insurance.
- 2.09 Not allow pets of any kind to be kept at the premises (with the sole exception of guide dogs).
- 2.10 Permit the landlord or their authorised agents at any reasonable time, to enter the premises for the purpose of examining the state and condition of the premises and contents. This only to be done in the presence of a Tenant and following at least twenty four hours written notice and the arrangement of a mutually convenient appointment, except in the case of emergencies.
- 2.11 Permit the landlord or the landlord's agents by prior agreement and at reasonable hours in the daytime to enter and view the premises with prospective tenants or purchasers. At least twenty four hours notice in writing is to be given.
- 2.12 Ensure all necessary repairs are reported as soon as possible in accordance with the method agreed with the landlord.
- 2.13 Not to bring onto the premises or permit to be brought onto the premises any material of a specially dangerous, flammable, explosive or poisonous nature nor any firearms, weapons, replica weapons, ammunition or any other dangerous item or illegal substances, and if any such material, item or substance is located on the premises it may be removed by the landlord.

3. LANDLORD'S OBLIGATIONS

The Landlord will:

- 3.01 Keep the outside of the premises and the roof, drains, main house walls and main timbers in good repair and condition during the tenancy and ensure all minor repairs are carried out within a reasonable period and emergency repairs within 24 hours (i.e.) anything which is a danger to health, risk to the safety of the residents or serious damage to buildings. Ensure that the tenants are made aware of how to report emergency repairs and to whom.

The Landlord must comply with the Landlord and Tenant Act 1985 section 11 as to his responsibilities for repairs in the Property so far as any obligations have inadvertently not been expressly set out in this clause.

- 3.02 Ensure all bedrooms contain a bed, adequate clothes storage space, upright chair, table or desk for study purposes, curtains or blinds and that all furnishing and furniture procurement comply with the Furniture and Furnishing (Fire) (Safety) (Amendment) Regulations 1988, 1989 and 1993.
- 3.03 Ensure that all Gas installations and appliances are tested at least every 12 months by a CORGI Registered Gas Installer in accordance with the Gas Safety (Installation and Use Regulations 1998) as amended. Ensure the tenants are given a copy of the current Landlord's Gas Safety Record and that all gas repairs are carried out by a CORGI registered person.
- 3.04 Ensure that all electrical equipment complies with Electrical Equipment (Safety) Regulations 1994 and is tested at least every twelve months.
- 3.05 Pay all outgoings in respect of the premises during the period of the tenancy EXCEPT charges for gas, electricity and telephone supplied to the premises for the duration of the agreement. Pay all private street work charges payable in respect of the premises.
- 3.06 Ensure that the tenants quietly enjoy the premises without unreasonable interruption by the Landlord or any other person.
- 3.07 Ensure copies of this contract, an inventory and rent book are to be supplied to each tenant before the agreed date of commencement of the contract so that the prospective tenant may if they so wish, seek independent advice regarding the terms.
- 3.08 Ensure no deposits or rents are demanded prior to the signing of the agreement, summer retainers being the exception.
- 3.09 Ensure that the Property and the Landlord's furniture and household effects are insured with an insurance company of repute against fire, lightening, explosion, aircraft (including articles dropped from aircraft) riots, civil commotion, malicious persons, earthquake, storm, tempest, flood, bursting and overflowing of water pipes, tanks and other apparatus, impact by road vehicles and any other risks he reasonably decides to insure against from time to time.

If practicable reinstate the Property or any part of it and replace any of the items of furniture and household effects, damaged or destroyed by any risk against which it is

insured.

- 3.10 Ensure that any deposit taken from the tenant to prevent loss or damage arising from tenant negligence or breach of the tenancy agreement, is protected in a government approved Tenancy Deposit Scheme, and that the requirements of the scheme are adhered to in full.

4. TERMINATION BY LANDLORD

- 4.01 For the purposes of Section 7(6) of the Housing Act 1988 this agreement may be terminated at any time before it has expired if the events or circumstances specified in grounds 8 and 10-15 inclusive (or any one or more of those grounds) in Schedule 2 of the Housing Act 1988 exist or apply (which relate to breach of an obligation by the Tenant), and after following the correct procedure for obtaining possession.

(NOTE: The Landlord cannot recover possession without an order of the court under the Housing Act 1988. Except in certain cases set out in the Act of substantial arrears of rent, the court has a discretion whether or not to make an order and is likely to take account of whether unpaid rent has been paid or a breach of the terms of the Tenancy has been made good.)

(NOTE: This clause does not affect the Tenant's right's under the Protection from Eviction Act 1977.)

5. SUSPENSION OF LIABILITY

- 5.01 If the premises shall be rendered uninhabitable by any risk normally insured under a household insurance policy (caused otherwise than by the act or default of the then Tenant, family or visitors) then all liability of the Tenant under this agreement shall be suspended until the premises are again rendered habitable.

SIGNATURE OF TENANT:

SIGNATURE OF LANDLORD/AUTHORISED AGENT:

SIGNATURE OF WITNESS TO THIS AGREEMENT:

Date: _____