

ASSURED SHORTHOLD TENANCY AGREEMENT

For letting a residential dwelling

Dunphys

CHARTERED SURVEYORS est. 1908

General Notes

This tenancy agreement made on the 18/01/19 creates an assured shorthold tenancy for letting furnished or unfurnished residential accommodation within the provisions of the under Part 1, Chapter II 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.

Before signing this document please ensure the responsibilities and rights of both the landlord and the tenant are fully understood.

The Landlord can recover possession from the Tenant during the first six months of the tenancy on specified Mandatory and Discretionary grounds as set out in Schedule 2 of the Housing Act 1988, (as amended):

The Deposit is safeguarded by The Deposit Protection Scheme.

TENANCY PARTICULARS

| | |
|---|--|
| PROPERTY | |
| LANDLORD | Name: Address: |
| TENANT 1: | Tenant 1: Address: Phone: Email: |
| LANDLORD'S AGENT: | Dunphys Lettings Ltd T/A Dunphys Chartered Surveyors Ltd C/O York House, Montague Road, Hounslow, Middlesex, TW3 1JZ |
| TERM: | A term of months from the |
| RENT: | £ per calendar month payable in advance on the day of every month (" Due Date ") during the term of the tenancy |
| PAYMENT TERMS: | The first payment will be paid in cash or equivalent to the Landlord's Agents prior to the start of the Tenancy. Monthly payments will be paid thereafter directly by Standing Order to: |
| LANDLORD'S NOMINATED ACCOUNT: | Account Name: Dunphys Lettings Client Account Bank: Barclays Bank plc Sort Code: Account Number: Ref: |
| DEPOSIT AMOUNT | rent amounting to £ to be paid by the tenant on the date hereof. |
| NOMINATED DEPOSIT PROTECTION SCHEME: | Landlord's Agent Scheme: Deposit Protection Scheme The Pavillions, Bridgewater Road, Avon, Bristol, BS13 Phone: 0330 303 0030 Email: contactus@depositprotection.com Web Site: http://www.depositprotection.com |
| PERMITTED OCCUPENTS | The Property is let on condition that it is occupied by no more than occupants including the Tenant's children |

- I. The Landlord lets and the Tenant takes the property for the Term and at the Rent specified above.
- II. This Agreement creates an assured shorthold tenancy under Part I of Chapter II of the Housing Act 1988
- III. This tenancy is subject to and the Tenant agrees to be bound by the provisions on the part of the Tenant contained in this Agreement including the Letting Provisions of this Agreement.

AGREEMENT dated the

Landlord:

Tenant:

Previous Address:

Property: The building and grounds known as

Term: A term of 12 months from the

Rent: per calendar month payable in advance on the day of every month ("**Due Date**") during the term of the tenancy

Inventory:

1. LETTING

- 1.1 The Landlord lets and the Tenant takes the Property for the Term at the Rent.
- 1.2 The Tenant may use the paths drives hall corridors staircase and lift (if any) leading to the Property to go to and from it.
- 1.3 It is a condition of the tenancy that all adult occupiers of the Property maintain a "right to rent" as defined by the Immigration Act 2014 at all times during the Term.

2. INTERPRETATION

- 2.1 Any obligation on the Tenant in this Agreement not to do an act or thing includes an obligation not to permit or suffer another person to do such act or thing.
- 2.2 Whenever there is more than one person comprising the Landlord or the Tenant their obligations may be enforced against all of them jointly and against each of them individually.
- 2.3 The Landlord and Tenant do not intend that this Agreement should be enforceable by any person solely by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 2.4 An obligation in this Agreement to pay money includes an obligation to pay Value Added Tax in respect of that payment.

3. THE DEPOSIT

- 3.1 The Tenant must pay a deposit of (“Deposit”) to the Landlord or the Landlord’s agent on the signing of this Agreement.
- 3.2 The Deposit is a “tenancy deposit” as defined in section 213(8) of the Housing Act 2004. The Landlord must deal with the Deposit in accordance with an authorised scheme under section 213(1) of that Act.
- 3.3 The Deposit is paid as security for the performance of the Tenant’s obligations in this Agreement. The Landlord may use the Deposit to compensate himself for the reasonable costs of any breach by the Tenant of those obligations.
- 3.4 The Deposit is to be held by the Deposit Protection Service.
- 3.5 The Landlord has provided or will provide within 30 days of the Deposit being received the information required under section 213(5) of the Housing Act 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (SI 2007/797).
- 3.6 The Landlord and Tenant agree that interest (if any) accrued on the Deposit shall be paid to the Landlord.
- 3.7 The Landlord shall notify the Tenant within 10 working days of the tenancy ending if the Landlord intends to withhold all or part of the Deposit.
- 3.8 The Landlord shall inform the administrator of the tenancy deposit scheme within 20 working days of the end of the tenancy either that the Deposit is to be repaid in the sum agreed between the Landlord and Tenant or that the parties are in dispute as to the amount to be repaid.

4. THE TENANT’S COVENANTS

The Tenant agrees with the Landlord:

4.1 Rent, Council Tax and utilities

- 4.1.1 To pay the Rent in advance on the Due Date without deduction or set off and by the method specified to the Tenant in writing by the Landlord.
- 4.1.2 To pay all Council Tax and to indemnify the Landlord in respect of any Council Tax which (during the tenancy) the Landlord becomes obliged to pay because the Tenant ceases to live at the Property.
- 4.1.3 To pay to the relevant authorities all charges in relation to the supply of electricity gas or water (including sewerage) services to the Property during the tenancy and to pay all charges for the use of any telephone and cable services at the Property during the tenancy. Where necessary the sums demanded by the service provider will be apportioned according to the duration of the tenancy. The sums covered by this sub-clause include standing charges or other similar charges and Value Added Tax as well as any charges which may be made for actual consumption.

- 4.1.4 Not to change any of the service providers or metering equipment without the written consent of the Landlord.
- 4.1.5 Not to change the telephone number(s) allocated to the Property at the date of this Agreement.
- 4.1.6 To pay the television licence fee in respect of any television set at the Property.
- 4.1.7 If the Tenant has hired any television receiver video equipment cable equipment or similar to arrange for its return to the hirer at the end of the tenancy.

4.2 **Repair and maintenance of the Property**

- 4.2.1 To use the Property in a reasonable and careful manner and not allow it to deteriorate and to keep the interior of the Property in good and clean condition.
- 4.2.2 To make good all damage caused to the Property (including the Landlord's fixtures and fittings) or to any other property owned by the Landlord through:
 - a) any breach of the obligations set out in this Agreement;
 - b) any improper use by or negligence of the Tenant or any person at the Property with the Tenant's permission.
- 4.2.3 Subject to the Landlord's obligations in clause 7 to ensure that all taps baths wash basins WCs cisterns domestic water heaters and internal pipes together with drains gullies downpipes and gutters in or connected with the Property are kept clean and open and not to damage or obstruct the pipes wires conduit fittings or appliances within or exclusively serving the Property.
- 4.2.4 To keep the Property heated to a reasonable level during the winter months to prevent damage to the Property or the water pipes drains tanks and other plumbing apparatus by cold weather.
- 4.2.5 To test all smoke and carbon monoxide alarms at the Property every month, to change the batteries in each alarm when necessary and to report any faults or problems with the alarms to the Landlord as soon as possible.
- 4.2.6 To replace all light bulbs batteries and electrical fuses which become defective.
- 4.2.7 To give the Landlord written notice of any damage destruction loss or happening to the Property howsoever caused as soon as it comes to the attention of the Tenant.
- 4.2.8 If the Landlord gives to the Tenant written notice of any failure to carry out any repairs which are the obligation of the Tenant under this Agreement to carry out such repairs within a reasonable period of receiving such notice or immediately in the case of an emergency failing which the Landlord or his agents and workmen shall be entitled

to enter the Property to perform the said works the cost of which will be paid by the Tenant to the Landlord upon demand.

- 4.2.9 To have all carpets professionally cleaned at least once in every twelve months throughout the tenancy and at the end of the tenancy.
- 4.2.10 To give notice to the Landlord or proper sanitary authority if disinfection or fumigation is required in consequence of the occurrence of any infectious or contagious illness or infestation of rats mice fleas insects and the like on the Property and (if the problem has been caused by the Tenant his family or visitors) to bear the cost of any remedial action taken and further to pay for the cost of redecoration when necessary and replace or pay for the replacement of any articles which require to be destroyed on account of such infection infestation or contagion.
- 4.2.11 To clean the windows regularly and at the end of the tenancy and to replace any damaged or broken glass as soon as possible where the Tenant his family or visitors have caused the damage or breakage.
- 4.2.12 To place all refuse in a proper receptacle and to ensure that rubbish is regularly collected by or on behalf of the local authority.
- 4.2.13 To maintain the garden and keep it free from weeds and litter and not to make any alteration to the layout of the garden or to the composition of trees shrubs plants or turf.

4.3 Access for Landlord

- 4.3.1 To allow the Landlord or the owner of the Block or their respective agents or anyone with their written authority together with any workmen and necessary appliances to enter the Property at reasonable times of the day to inspect its condition and state of repair and to carry out any necessary repairs provided that the Landlord has given reasonable notice (with regard to the work to be undertaken) beforehand and not to interfere with or obstruct any such persons.
- 4.3.2 In cases of emergency to allow the Landlord or the owner of the Block or anyone with their authority to enter the Property at any time and without notice.
- 4.3.3 During the last 60 days of the tenancy to allow the Landlord and/or his agent to enter and view the Property with prospective tenants or occupiers at reasonable times of the day and subject to reasonable notice (usually 24 hours).
- 4.3.4 To allow the Landlord and/or his agent access to inspect the Property by prior arrangement at quarterly intervals throughout the tenancy and in the final month of the tenancy.

4.4 Use of the Property

- 4.4.1 To use the Property as a private home only and not to carry on any profession trade or business at the Property.
- 4.4.2 Not to do anything on the Property which may be a nuisance to or cause damage or annoyance to the Landlord or the tenants or occupiers of any adjoining property.
- 4.4.3 Not to use the Property for any illegal or immoral purposes.
- 4.4.4 Not to use the Property in a way which contravenes a restriction affecting the Landlord's freehold (or superior leasehold) title which the Landlord has brought to the Tenant's attention.
- 4.4.5 Not to cause or permit any dangerous or inflammable substance to collect in or on the Property apart from those needed for general domestic use.
- 4.4.6 Not to display any notice or advertisement that is visible from outside the Property.
- 4.4.7 Not to keep on the Property any animal or bird or domestic pet without first obtaining the Landlord's written consent.
- 4.4.8 Not to leave the Property unoccupied for more than 21 consecutive days without giving notice to the Landlord.
- 4.4.9 Not to smoke at the Property.
- 4.4.10 To comply with any planning conditions affecting the Property which the Landlord has brought to the Tenant's attention.
- 4.4.11 Not to apply for planning permission in respect of the Property.
- 4.4.12 Not to assign or sublet the Property or any part of the Property and not to part with possession or share occupation of the Property or any part of it.
- 4.4.13 Not to permit any person to occupy the Property as a lodger.
- 4.4.14 To carry out any checks required to satisfy the "right to rent" requirements under the Immigration Act 2014 in relation to any sub-letting or licence the Tenant grants, whether authorised by the Landlord or not.
- 4.4.15 Not to do any act or thing which may make void or voidable any policy of insurance on the Block or the Property (details of which policy or policies have been provided to the Tenant) or which may cause an increased premium to be payable and to repay to the Landlord on demand all sums from time to time paid by way of increased premiums and all expenses incurred by the Landlord in relation to any renewal of such policy made necessary by a breach of this sub-clause.
- 4.4.16 Not to make or have made any duplicate keys to the Property nor to replace or add any new locks to the Property without the previous written consent of the Landlord (except in emergency) and the Tenant

undertakes that one full set of keys to the new locks shall at the Tenant's expense be provided to the Landlord or the Landlord's agent.

- 4.4.17 Not to alter add to or interfere with the appearance structure exterior or interior of the Property or the arrangement of the fixtures belonging to the Landlord.
- 4.4.18 Not to alter injure or affix anything to the walls or damage the floors wiring pipes or drains of the Property and not to alter or extend any electrical wiring plumbing or gas installation on the Property.
- 4.4.19 Not to erect or place in or affix to the Property any satellite dish or television aerial without the prior consent in writing of the Landlord.
- 4.4.20 Not to leave any belongings place any items or hang any washing in the communal areas of the Block.
- 4.4.21 To comply with any regulations which the owner of the Block its agents or any management company for the Block may from time to time make in the interests of good management of the Block.

4.5 **Notices and legal matters**

- 4.5.1 Within 7 days of receipt of any notice direction or order affecting or being likely to affect the Property to deliver such a copy of such notice to the Landlord and not to do anything as a result of the notice direction or order unless reasonably required to do so by the Landlord.
- 4.5.2 To forward to the Landlord within 7 days of receipt any post or other items delivered to the Property addressed to him.
- 4.5.3 Promptly on request by the Landlord to comply with such checks and provide such documents as are reasonably required by the Landlord certifying the "right to rent" of all adult occupiers of the Property.
- 4.5.4 Where any adult occupier of the Property has a time-limited "right to rent" to provide to the Landlord such proof of their continued "right to rent" as is reasonably required by the Landlord from time to time.
- 4.5.5 To notify the Landlord promptly if the immigration status of any adult occupier of the Property changes such that the "right to rent" is lost.

4.6 **End of the tenancy**

- 4.6.1 At the end of the tenancy to remove the Tenant's belongings from the Property and leave the Property clean and tidy so that the Property is ready for immediate re-occupation.
- 4.6.2 To hand over to the Landlord or the Landlord's agent on the last day of the tenancy all keys to the Property and if the Tenant fails to comply with this sub-clause the Landlord shall have the right to change all security locks to the Property at the Tenant's expense.
- 4.6.3 If the Tenant's belongings or any items belonging to members of the Tenant's household shall not have been removed from the Property at the end of the tenancy:

- a) if the remaining items prevent the Landlord from re-letting the Property to pay the Landlord damages at the rate equal to the rent then payable for the Property until the Tenant shall have removed all such items; and
- b) if the Tenant fails to remove the goods in a reasonable time the Landlord will be entitled to remove the goods and the Tenant agrees to indemnify the Landlord for all reasonable expenses incurred in the removal and/or storage or disposal of the goods.

4.7 **Landlord's costs**

- 4.7.1 To indemnify the Landlord against all reasonable costs and expenses arising from any breach of this Agreement by the Tenant.
- 4.7.2 To indemnify the Landlord in respect of all reasonable costs incurred by the Landlord in enforcing the terms of this Agreement against the Tenant.
- 4.7.3 To pay all reasonable expenses incurred by the Landlord in preparing and serving:
 - a) any notice under section 146 of the Law of Property Act 1925 even if forfeiture is avoided without a court order;
 - b) a schedule of dilapidations recording the Tenant's default as regards the state of the property at the end of the tenancy.
 - c)

5. **LATE PAYMENT OF RENT**

If any Rent shall without prior agreement be in arrears for 7 days after the same shall have become due (whether formally demanded or not) interest at 2% above the base rate of Barclays Bank plc shall be payable by the Tenant.

6. **FORFEITURE**

If the Rent is at least 21 days overdue (whether formally demanded or not) or if there has been a substantial breach of any of the Tenant's obligations in this Agreement the Landlord may forfeit the tenancy (i.e. bring it to an end) and recover possession of the Property. The other rights and remedies of the Landlord will remain in force.

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

The Landlord can only remove the Tenant from the Property by giving the Tenant notice in writing of his intention to seek a possession order (even after the Term of this Agreement has expired) and by obtaining a court order. The court will only order the Tenant to leave the Property before the expiry of the Term if one of the following reasons is proved (being grounds set out in Schedule 2 to the Housing Act 1988):

Ground 8: that both at the date of service of notice of the landlord's intention to commence proceedings for possession and at the time of the court hearing there is (a) at least eight weeks' rent unpaid where rent is payable weekly or fortnightly, (b) at least two months' rent unpaid if rent is payable monthly, (c) at least one quarter's rent more than three months in arrears if rent is payable quarterly or (d) at least three months' rent more than three months in arrears if rent is payable yearly.

Ground 10: that there is some rent outstanding both at the date of service of notice of the landlord's intention to commence proceedings and on the date on which proceedings are begun.

Ground 11: that the tenant has persistently delayed paying rent.

Ground 12: that any obligation of the tenancy has been broken or not performed.

Ground 13: that the condition of the property or the common parts has deteriorated because of the behaviour of the tenant or any other person living there.

Ground 14: that the tenant or someone living at or visiting the property (a) has been guilty of conduct which is or is likely to cause a nuisance or annoyance to neighbours or (b) has been convicted of using the property or allowing it to be used for immoral or illegal purposes or has committed an arrestable offence in, or in the locality of, the property.

Ground 15: that the condition of any furniture has deteriorated because it has been ill-treated by the tenant or someone living at the property.

Ground 17: that the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by either the tenant or a person acting at the tenant's instigation.

7. THE LANDLORD'S OBLIGATIONS

The Landlord agrees with the Tenant:

- 7.1 That the Tenant may quietly possess and enjoy the Property during the tenancy without any interruption from the Landlord or any person claiming under or in trust for the Landlord.
- 7.2 To return to the Tenant any Rent payable for any period during which the Property has been made uninhabitable provided that the Property has not been made uninhabitable by the wilful destruction or negligence of the Tenant.
- 7.3 To repair the structure and exterior of the Property including drains gutters and external pipes.
- 7.4 To repair and maintain in working order the apparatus in the Property for the supply of water gas and electricity and all sanitary apparatus and the central heating and hot water systems.
- 7.5 To comply with the Landlord's obligations in The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 relating to the provision and testing of smoke and carbon monoxide alarms.
- 7.6 That the Tenant is not required to repair damage to the Property where the

Landlord can claim the cost of repairs under any insurance policy maintained by the Landlord provided that this exception will not apply if the Landlord cannot obtain the insurance proceeds because of the Tenant's acts or default or those of the Tenant's family or visitors.

8. TERMINATION

- 8.1 The Landlord may give not less than 1 months prior written notice at any time to end this Agreement provided that such notice must expire on the last day of a rental period and must not expire sooner than 1 months from the start of the tenancy.
- 8.2 The Tenant may give not less than 2 months prior written notice at any time to end this Agreement provided that such notice must expire on the last day of a rental period and must not expire sooner than 2 months from the start of the tenancy.]

9. NOTICES

- 9.1 Under section 48 of the Landlord and Tenant Act 1987 the Tenant is hereby notified that notices (including notices in proceedings) must be served on the Landlord by the Tenant at the following address:-

C/O York House,
Montague Road,
Hounslow, Middlesex
TW3 1JZ

Additionally by email: lettings@dunphys.co.uk

- 9.2 The Landlord must serve any notice on the Tenant at the Property.

10. JURISDICTION

This Agreement shall be governed by the law of England and Wales.

SIGNED by

Agent on behalf of the Landlord

SIGNED by

Tenant(s)