



ASSURED SHORTHOLD TENANCY AGREEMENT

Important Notes for Tenants

- .. **This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.**
- .. **If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.**

General Notes

1. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
2. Section 11, Landlord and Tenant Act 1985 – these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
3. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.

TICK AS APPROPRIATE

ORIGINAL AGREEMENT,

(signed by both the Landlord and the Tenant. Issued to Tenant).

COUNTERPART AGREEMENT,

(signed by Tenant. Issued to Landlord).

THIS AGREEMENT is made on the date specified below **BETWEEN** the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Acts

Date: **XXX 2015**

Landlord(s): **ZETETICK HOUSING** (incorporated in England & Wales) whose registered office is at Innovation Centre, Highfield Drive, Churchfields, St Leonards-on-Sea, East Sussex, TN38 9UH.

Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address

Tenant(s): **XXX**

Dwelling: The dwelling known as:
XXX

Property: Room Number **XXX** at the Dwelling

Contents: The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory attached as per Appendix 1 attached to this Agreement

Common Parts: Those parts of the Dwelling not comprising the Property or any other room or rooms at the Dwelling let or intended to be let from time to time but being intended to be used in common by the occupiers of the Dwelling (including but not limited to the living room(s), kitchen, bathroom(s), toilet(s), hallways, staircases, entrances (internal and external) and the gardens and footpaths)

Term: For the term of **XXX**

Commencing on **XXX**

Rent: **£XXX** per week as per Appendix 2 attached to this Agreement

Payment: in advance by equal payments monthly on the **XXX** day of each month

1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above
2. The Tenant (together with the Landlord and all others authorised by the Landlord and the other occupiers of the Dwelling) shall have the right for all purposes in connection with the use and enjoyment of the Property to use the Common Parts for their respective intended purposes
3. The Tenant agrees with the Landlord:

Rent & charges

- (3.1) To pay the Rent on the days and in the manner specified to the Landlord
- (3.2) To pay promptly to the authorities to whom they are due outgoings including but not limited to telephone (if any) relating to the Property but excluding those outgoings for which the Landlord is responsible under this Agreement, including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of telephone if the same is disconnected. The Tenant will not change supplier for any of the utility services (i.e. gas, electricity, water, telephone, etc.). The Tenant is to ensure that a valid television licence is in force for any television being used at the Property from time to time during the Term and the Tenant is to pay for such licence.
- (3.2) To pay to the Landlord on the signature of this Agreement a deposit ("the Deposit") of **NIL** as security against the failure by the Tenant to make good on demand by the Landlord and at the Tenant's expense any damage by the Tenant to the Property or to any Fixtures, Fittings, Furnishings and Effects and as security against any expense or other nuisance occasioned to the Landlord by the failure of the Tenant to behave in a tenant-like manner or to observe the Special General Terms and Conditions of this Agreement.

Use of the property

- (3.3) Not to assign charge sublet or part with or share possession or occupation of the Property (whether in whole or in part) or let any other person live at the Property
- (3.4) To use the Property as a private dwelling in the Tenant's sole occupation and not to use it or any part of it for any other purpose nor to allow anyone else to do so
- (3.5) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property
- (3.6) Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage or annoyance to the Landlord or to the other occupiers of the Dwelling or to the occupiers of the neighbouring premises, or which may void any insurance of the Dwelling or cause the premiums to increase
- (3.7) Not to keep any animals, reptiles or birds (or other living creatures that may cause damage to the Property or to the Dwelling, or annoyance to neighbours) on the Property or elsewhere in the Dwelling without written permission from the Landlord.
- (3.8) Not to use the Property for any illegal or immoral purposes
- (3.9) Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the restrictions in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached.
- (3.10) *This agreement is conditional upon and subject to the Tenant agreeing to accept care support, as identified within their individual care support plans, from an approved Registered Domiciliary Care Provider on behalf of the Landlord.***

Repairs

- (3.11) Not to damage or injure the Property or Contents or the Dwelling or make any alteration or addition to them or without the Landlord's prior written consent to redecorate the Property or the Dwelling
- (3.12) To keep the interior of the Property and the Contents in good and clean condition and complete repair (reasonable wear and tear excepted)
- (3.13) To immediately pay the Landlord the value of replacement of any furniture or effects (whether in the Property or in the Dwelling) lost damaged or destroyed in consequence of the actions of the Tenant or at the option of the Landlord, replace immediately any furniture or effects lost damaged or destroyed, and not to remove or permit to be removed any furniture or effects from the Property or from the Dwelling
- (3.14) That the Landlord or any person authorised by the Landlord may at reasonable times of the day on giving 24 hours' notice (unless in the case of an emergency) enter the Property for the purpose of viewing, inspecting its condition and state of repair
- (3.15) Not to alter or change or install any locks on any doors or windows in or about the Property or the Dwelling or have any additional keys made for any locks without the prior written consent of the Landlord
- (3.16) To notify the Landlord promptly of any disrepair, damage or defect in the Property or the Dwelling or of any event which causes damage to the Property or the Dwelling or which may give rise to a claim under the insurance of the Dwelling
- (3.17) Not to glue stick or otherwise fix anything whatsoever to the exterior or interior of the Property or the Dwelling without the Landlord's written consent
- (3.18) To take all reasonable precautions to prevent damage by frost
- (3.19) In order to comply with the Gas Safety Regulations, it is necessary:
 - a) that the ventilators provided for this purpose in the Property or in the Dwelling should not be blocked
 - b) that brown or sooty build up on any gas appliance should be reported immediately to the Landlord
- (3.20) To keep the drains free from obstruction and the chimneys swept as often as necessary
- (3.21) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent

Other tenant responsibilities

- (3.22) Within seven days of receipt thereof to send to the Landlord all correspondence addressed to the Landlord or the owner of the Dwelling and any notice order or proposal relating to the Dwelling given made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority
- (3.23) To pay the Landlord fully for any reasonable costs or damage suffered by the Landlord as a consequence of any breach of the agreements on the part of the Tenant in this Agreement
- (3.24) Within the last two months of the tenancy to permit the Landlord or any person authorised by the Landlord at reasonable hours in daytime to enter and view the Property with prospective tenants or purchasers
- (3.25) Not to leave the Property vacant for more than 28 consecutive days and to properly secure all locks and bolts to the doors, windows and other openings when leaving the Property or the Dwelling unattended
- (3.26) That where the Property is left unoccupied, without prior notice in writing to the Landlord or Agent, for more than 28 days and the Rent for this period is unpaid, the Tenant is deemed to have surrendered the Tenancy. This means that the Landlord may take over the Property and re-let it

End of tenancy

- (3.27) To return the Property and Contents at the expiration or sooner determination of the tenancy in the same clean state or condition as they shall be in at the commencement of the tenancy
 - (3.28) To pay for any reasonable cleaning services that may be required to reinstate the Property to the same order that it was provided at the commencement of the tenancy including the washing or cleaning of all linen, bedding, carpets and curtains which shall have been soiled during the tenancy
 - (3.29) To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy
 - (3.30) To return the keys of the Property to the Landlord on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Landlord in securing the Property against re-entry where keys are not returned
4. The Landlord agrees with the Tenant that:
- (4.1) Provided the Tenant shall pay the Rent and perform the agreements on his part already referred to, the Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent
 - (4.2) The Landlord will return to the Tenant any rent payable for any period during which the Property may have been rendered uninhabitable by fire or any other risk which the Landlord has insured save where any such insurance has been rendered void or voidable or any insurance moneys refused (in whole or in part) due to any act or omission on the part of the Tenant or any other persons at the Property or the Dwelling with the Tenant's consent or licence.
 - (4.3) Subject to the receipt of the Rent the Landlord will pay the outgoings in respect of Property as listed on Appendix 2 attached to this Agreement
 - (4.4) The Landlord shall be responsible for testing all smoke detectors (if any) fitted in the Property and in the Dwelling on a regular basis and replace the batteries as necessary
5. By obtaining a court order, the Landlord may re-enter the Property and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord if the Tenant has not complied with any obligation in this Agreement or should the Rent be in arrears by more than fourteen days whether formally demanded or not
6. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985
7. In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:
- "The Landlord" includes the persons for the time being entitled to the reversion expectant on determination of the tenancy

"The Tenant" includes the successors in title. Whenever there is more than one person named as the Tenant in this Agreement all covenants and obligations can be enforced against all of the Tenants jointly and against each individually

8. The parties agree:
- (8.1) Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home; or intends to occupy the Property as his or her only or main home.
 - (8.2) The tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988.
 - (8.3) Before the Landlord can end this tenancy, he shall serve any notice(s) on the Tenant in accordance with the provisions of the Housing Acts. Such notice(s) shall be sufficiently served if served in accordance with section 196 of the Law of Property Act 1925 (see note 5)
9. The Tenant irrevocably authorises the Local Authority, Benefit Office, Post Office and the relevant utility companies (including electricity, gas, water, and telephone) to discuss and disclose to the Landlord all financial and other information relating to the Property or any housing benefit claim. This authority shall extend to disclosure of the Tenant's whereabouts if the Tenant has left the Property with rent or other monies owing.
10. The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto
11. The Landlord or the Tenant may determine this tenancy by service of not less than two (2) months' written notice on the other party such notice only to be served after the expiry of the sixth (6th) month of the term granted by this Agreement and upon the expiry of such notice then this Agreement and the term granted by it shall (provided in the case of the Tenant having served such notice that all Rent and other moneys due from the Tenant to the Landlord under this Agreement have been paid) determine and come to an end but without prejudice to the rights of claims of either party against the other in respect of any antecedent breach
12. The parties agree that
- (12.1) The Tenant shall upon serving written notice on the Landlord not less than two (2) months before the expiry of the term granted by this Agreement be entitled to a new tenancy agreement of the Property for a term of twelve (12) months commencing on the day immediately following the expiry of the term granted by this Agreement at a rent determined in accordance with clause (12.2) of this Agreement and upon the same terms and conditions as this Agreement (mutatis mutandis) including for the avoidance of doubt clause 11 and this clause 12 (but provided always that any subsequent tenancy agreement granted in pursuance of the Tenant's exercise of the option to be contained in any new tenancy granted immediately following this Agreement shall not include an option in the form of this clause 12 for the Tenant to require a further new tenancy of the Property)
 - (12.2) The rent to be reserved by and payable under the new tenancy agreement shall be such amount as represents the rent which could be expected to be obtained by a willing landlord from a willing tenant for the Property to be let on the same terms as this Agreement (other than as to the amount of rent) in the open market as agreed between the Landlord and the Tenant (both acting reasonably) and failing such agreement the matter shall be referred to an independent surveyor being a member of the RICS of not less than 10 years' relevant experience to be nominated by the Landlord and who shall act as an expert (and the costs of such independent surveyor to be borne equally between the parties unless the surveyor direct otherwise) provided always that in no circumstance will be the amount of the rent to be reserved by and payable under the new tenancy agreement be less than the rent reserved by this Agreement increased by such amount as is equivalent to the proportionate increase in the retail prices index (the "RPI") over the period from that figure published for the RPI in the month immediately preceding the commencement of the term granted by this Agreement and that published in the final month of the term granted by this Agreement and further provided always that in no circumstance shall the rent to be reserved by and payable under the new tenancy agreement be less than the rent reserved by this Agreement
 - (12.3) If the Tenant serves notice under clause (12.1) of this Agreement the Tenant shall sign and give to the Landlord no later than 5 working days prior to the end of the term granted by this Agreement the form of tenancy agreement to be granted to the Tenant by the Landlord pursuant to the Tenant's said notice together (if required by the Landlord) with the rent firstly payable under the said new tenancy and the Landlord shall at that time give to the

Assured Shorthold Tenancy Agreement

Tenant its signed part of the form of tenancy agreement to be granted to the Tenant by the Landlord pursuant to the Tenant's said notice and both parts shall be dated with the date of such exchange of parts

- (12.4) The grant of the said new tenancy shall be without prejudice to the rights of the Landlord against the Tenant in respect of any breach of this Agreement
- (12.5) The provisions of section 62 of the Law of Property Act 1925 shall be excluded from the grant of any new tenancy pursuant to this clause 12
- (12.6) Time shall be of the essence in relation to any notice to be served pursuant to clause (12.1)

THE FIRST SCHEDULE *(attach a separate sheet if necessary)*

Special conditions:

SIGNED by the LANDLORD(s) :- _____

SIGNED by the TENANT :- _____

In the presence of :-

Name: _____

Address: _____

Occupation: _____

Witness Signature _____

Tenancy Agreement – Appendix 1

FIXTURES / FITTINGS AND FURNITURE SUPPLIED AS PART OF TENANCY AGREEMENT

Communal Areas:

LOUNGE:

KITCHEN:

BATHROOM:

BEDROOM 1:

BEDROOM 2:

Tenancy Agreement – Appendix 2

<u>Rent Calculations:</u>	(£)
 <u>Eligible Rent</u>	
Unfurnished Core Rent Property	£XXX
Concierge Services	£XXX
<u>SERVICE CHARGES:</u>	
External Window Cleaning	
Internal & External Maintenance	
Grounds Maintenance	
Lighting - communal apportionment	
Heating - communal apportionment	
Communal Laundry Facilities	
External & Internal cleaning communal windows/carpets	
H&S Charges - Water Safety	
H&S Charges - Electrical Safety	
H&S Charges - Pest Control	
H&S Charges - Fire Prevention & Detection	
Communal Lifts/Stair-Lifts	
Communal Telephone Line (Install & rental only)	
Adaptations to communal areas	
Provision of access to free-to-air TV	
Management/Admin of eligible services	
Furniture & Domestic Appliances Rental Charge	
TOTAL ELIGIBLE SERVICE CHARGE	£XXX
<hr/>	
SUB - TOTAL	£XXX
 <u>Non Eligible Rent</u>	
Tenant Service Charge	15.00
TOTAL RENT	£XXX