Document title: Assured shorthold tenancy agreement.

**DATED**

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Assured shorthold tenancy agreement

relating to

[description of the property]

[between/among]

The Landlord

and

The Tenant

CONTENTS

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SCHEDULE

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This agreement is dated [DATE]

Parties

1. [INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS] (Landlord)
2. [INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS] (Tenant)

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

* 1. Definitions:

1. [Agent: person or company responsible for letting or managing the property.]
2. Contents: the furniture, furnishings and any other items set out in the Inventory and Schedule of Condition.
3. Common Parts: any part of a building containing the Property and any land or premises which the Tenant is entitled under the terms of this Tenancy to use in common with the owners or occupiers of other dwellings.
4. [Deposit: £[AMOUNT].]
5. Energy Performance Certificate: a certificate as defined in regulation 2(1) of the EPC Regulations.
6. EPC Regulations: Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).
7. First Rent Payment Date: [DATE]
8. HA 1988: Housing Act 1988.
9. HA 2004: Housing Act 2004.
10. Insured Risks: means fire, explosion, lightning, earthquake, storm, terrorism, 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 from time to time and Insured Risk means any one of the Insured Risks.
11. 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.
12. Lawful Occupiers: those persons listed in the Schedule 1.
13. LTA 1985: Landlord and Tenant Act 1985.
14. Property: [ADDRESS].
15. Recommendation Report: a report as defined in regulation 4 of the EPC Regulations.
16. Rent: £[AMOUNT] per [week **OR** month].
17. Rent Payment Dates: the [INSERT AGREED RENT PAYMENT DAY] day of each [week **OR** month].
18. Scheme Administrator: administrator of either a custodial or insurance TDS.
19. TDS: tenancy deposit scheme, as defined in section 212(2) of the HA 2004.
20. Tenancy: the tenancy created under this agreement and any statutory periodic tenancy arising under section 5(2) of the Housing Act 1988 or any contractual periodic tenancy that arises after the Term has expired.
21. Term: a fixed term of [NUMBER] [months **OR** years] from and including [DATE].
22. Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
    1. Clause headings shall not affect the interpretation of this agreement.
    2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
    3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
    4. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
    5. A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
    6. A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
    7. A reference to an agreement is a reference to this agreement.
    8. A reference to **writing** or **written** excludes fax but not email.
    9. Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by the Landlord.
    10. Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
    11. References to clauses are to the clauses of this agreement.
    12. A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this Tenancy. A reference to the Tenant includes a reference to its successors in title and assigns.
    13. Unless otherwise expressly provided, the obligations and liabilities of the parties under this agreement are joint and several. This means that where, for example, the Tenant is more than one person, they shall be liable for all sums due under the agreement, not just liable for a proportionate part.
    14. The obligations of the Tenant arising by virtue of this agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.
23. Grant of the Tenancy
    1. The Landlord lets the Property to the Tenant for the Term.
    2. In addition to the Property, the Tenant shall have use of the Common Parts (if any).
    3. This agreement creates an assured shorthold tenancy under Part I of Chapter II of the HA 1988.
    4. The Landlord must provide the Tenant with such information about the Property, the Property's installations and any services provided to the Property as is reasonably necessary to enable the Tenant to comply with the obligations contained in clauses 9 and 10.
    5. The Property [is]/[is not] currently subject to a mortgage.
24. Contents and keys
    1. The Tenant shall keep the Contents in good and clean 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 and cleaned to a professional standard.
    2. 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.
    3. The Tenant is responsible for looking after the keys and any security device for the Property during the Tenancy. If the Tenant fails to do so, the Tenant is responsible for the reasonable costs properly incurred as a result of any replacement.
25. Rent
    1. The Tenant shall pay the Rent in advance on or before the Rent Payment Dates.
    2. The Tenant shall pay the first instalment of the Rent on or before the First Rent Payment Date.
    3. The Tenant shall pay interest at the rate of 3% per annum above the Bank of England'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 shall be payable from the date the rent should have been paid until the date the rent is actually paid.
    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.
    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 from and including the date of damage or destruction until and including the date that the Property is fit for occupation and use.
    6. If the Property is not made habitable within one month of such date of damage or destruction by an Insured Risk, either party to this Agreement may terminate this Agreement by giving immediate written notice to the other party.
26. Deposit
    1. The Landlord acknowledges receipt of the Deposit from the Tenant.
    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:
       1. make good any damage or lack of cleanliness to the Property, the Common Parts or the Contents (except for fair wear and tear) caused by the Tenant's breach of its obligations under clause 3.1 or clause 9.1; and
       2. pay any Rent which remains unpaid.
27. TDS arrangements
    1. Within 30 days of receiving the Deposit the Landlord shall inform the Tenant of the TDS being used and give details of the TDS as required under the membership rules of the TDS.
    2. The Landlord shall provide within 30 days of the Deposit being received 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*).
    3. The Landlord agrees that the Deposit shall be held in accordance with the rules of the TDS.
    4. The Landlord and Tenant agree that any interest accrued from the Deposit shall be paid to the Tenant.
    5. The Landlord 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. The Landlord 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.
28. Use of Property
    1. The Tenant shall:
       1. only use the Property as a private dwelling house for itself and the Lawful Occupiers; and
       2. not permit anyone else other than the Lawful Occupiers to occupy the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed).
    2. The Tenant shall not use the Property for the purposes of conducting a business.
    3. The Tenant shall not keep any pets or any other animals on or in the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed).
    4. The Tenant shall not do anything to or on the Property or the Common Parts that:
       1. may reasonably be considered a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them;
       2. involves using the Property for immoral or illegal purposes; or
       3. has the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 11.2. The Landlord shall provide the Tenant with a summary of the relevant insurance requirements.
    5. The Tenant shall send the Landlord a copy of any notice or other communication affecting the Property within seven days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord.
    6. The Tenant shall not commission an Energy Performance Certificate for the Property without the Landlord's consent (such consent not to be unreasonably withheld or delayed).
29. Assignment or subletting

The Tenant shall not assign, sublet, part with or share possession of the whole or any part of the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed).

1. Repairs and alterations
   1. The Tenant shall keep the interior of the Property clean, tidy and in the same condition as at the start of the Tenancy (except for fair wear and tear) and shall return the Property to the Landlord at the end of the Tenancy cleaned to a professional standard.
   2. If the Property has a garden, the Tenant shall keep it clean and tidy, and free from rubbish.
   3. The Tenant shall keep the inside and outside of all windows that the Tenant can reasonably reach clean.
   4. The Tenant shall promptly replace all broken glass at the Property where the Tenant, or the Tenant's family or visitors cause the breakage.
   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.
   6. The Tenant shall not make any alteration, addition, or redecorate the Property without the prior consent of the Landlord (such consent not to be unreasonably withheld or delayed).
2. Utilities and outgoings
   1. The Tenant shall pay all charges for gas, electricity, water and sewerage services, telephone, high speed internet, cable or satellite television (if the Property has these) used by the Tenant at the Property.
   2. The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.
   3. Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.
   4. The Tenant shall pay for a television licence for the Property if a licence is required.
   5. The Tenant shall pay to the relevant local authority the Council tax for the Property.
   6. 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.
   7. The Landlord confirms that the Property currently enjoys a broadband and a telephone connection and shall not unreasonably object to the Tenant seeking an upgrade of such connections.
3. Landlord's covenants
   1. The Landlord shall provide the Tenant with suitable means of access to and egress from the Property.
   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. The Tenant is advised to insure the Tenant's own possessions with a reputable insurer.
   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.
   4. The Landlord shall ensure that the Property has been cleaned to a professional standard prior to the start of the Term.
   5. The Landlord shall allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord.
   6. The Landlord shall ensure that:
      1. the furniture and equipment within the Property comply with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993;
      2. any and all gas appliances at the Property comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be given to the Tenant when signing this Agreement;
      3. any and all electrical appliances at the Property comply with the Electrical Equipment (Safety) Regulations 1994 and that a copy of the Safety Check Certificate will be given to the Tenant when signing this Agreement;
      4. the Property is compliant with the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 at the start of the Term; and
      5. the Landlord undertakes a Legionella risk assessment at the start of, and throughout the tenancy and, if necessary, make any required changes to the water system of the Property.
   7. In accordance with section 11 of the LTA 1985, the Landlord shall:
      1. keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);
      2. keep in repair and proper working order the installations in the Property for the supply of water, gas 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, gas or electricity); and
      3. keep in repair and proper working order the installations in the Property for space heating and heating water.
   8. The Landlord shall take all reasonable steps to ensure that the Property shall comply with the Homes (Fitness for Human Habitation) Act 2018.
   9. The Landlord shall not be required to:
      1. carry out any works or repairs for which the Tenant is liable by virtue of this agreement; or
      2. keep in repair or maintain anything which the Tenant is entitled to remove from the Property.
   10. The Landlord shall keep the Common Parts (if any) in repair.
   11. The Landlord shall maintain such smoke etc. alarm systems.
   12. The Landlord shall keep in repair the cooker, washing machine, tumble dryer, fridge, freezer and dishwasher (if these appliances are at the Property and provided by the Landlord).
4. Default by the Tenant
   1. The Landlord reserves the right to re-enter the Property if:
      1. the Rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
      2. the Tenant is declared bankrupt under the Insolvency Act 1986;
      3. the Tenant has breached the agreement; or
      4. any of the Grounds 2, 7 (in England only), 7A, 7B (in England only), 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply.

This clause 12.1 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.

* 1. If the Landlord re-enters the Property pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant shall remain in force.
  2. If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall pay any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

1. Landlord's right to enter the Property and to display signs
   1. The Landlord reserves the right for the Landlord, or any person acting on behalf of the Landlord, to enter the Property on giving at least 72 hours' prior notice in writing to the Tenant, except where immediate emergency access is required:
      1. to inspect the condition and state of repair of the Property;
      2. to carry out the Landlord's obligations under this agreement;
      3. to take gas, electricity or water meter readings;
      4. to inspect the Property for the purpose of preparing an EPC and Recommendation Report for the Property or the building of which it forms part and the Tenant shall co-operate with the Landlord so far as is reasonably necessary to enable an EPC and Recommendation Report to be obtained;
      5. for any purpose mentioned in this Tenancy or connected with the Landlord’s interest in the Property or any other property; and
      6. to show prospective tenants or purchasers around the Property.
   2. The Landlord has the right to retain a set of keys to the Property which shall only be used with the prior written consent of the Tenant (except in an emergency).
   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.
2. Expiry of the Tenancy
   1. At the end of this Tenancy (howsoever determined), the Tenant shall return the Property and the Contents to the Landlord in the condition required by this agreement.
   2. If the Landlord allows the Tenant to remain in the Property after the Term has expired and no further tenancy has been agreed between the parties, then from the expiry of the fixed Term, the Tenant shall occupy the Property under a statutory periodic tenancy in accordance with section 5(2) of the Housing Act 1988.
   3. The Tenant shall provide the Landlord (or its legal advisers or agents) with a forwarding address once the Tenancy has come to an end.
   4. 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 Landlord shall remove and store the possessions for a maximum of one month. The Landlord shall 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.
   5. At the end of the Tenancy, the Tenant must give vacant possession and return the keys to the Property, and any other security devices, to the Landlord.
3. Notices
   1. Any notice to the Landlord sent under or in connection with this agreement shall be deemed to have been properly served if:
      1. sent by first class post to the Landlord's address given in clause 15.4;
      2. left at the Landlord's address given in clause 15.4; or
      3. sent to the Landlord's fax number or email address stated in the Parties clause.
   2. Any notice sent to the Tenant under or in connection with this agreement shall be deemed to have been properly served if:
      1. sent by first class post to the Property;
      2. left at the Property; or
      3. sent to the Tenant's fax number or email address stated in the Parties clause.
   3. If a notice is given in accordance with clause 15.1[or][,] clause 15.2, it shall be deemed to have been received:
      1. if delivered by hand, at the time the notice is left at the proper address;
      2. if sent by first-class post, on the second Working Day after posting;
      3. if sent by fax, at 9.00 am on the next Working Day after transmission; or
      4. if sent by email, at 9.00 am on the next Working Day after sending.
   4. The Landlord's address for service is [LANDLORD'S ADDRESS FOR SERVICE].
4. Data Protection and Confidentiality

The Tenant's personal data, which will be processed in the execution of this Agreement will be handled in accordance with the Data Protection Act 2018.

1. 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.

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

1. Lawful Occupiers

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name** | **Date of birth** (note if under 18, or will turn 18 during the term of the tenancy) | **Documents checked** | **Immigration status**  Delete as appropriate | **Date of check** |
| Tenant: |  |  | Unlimited right to rent/  Time-limited right to rent, expiring on: |  |
|  |  |  | Unlimited right to rent/  Time-limited right to rent, expiring on: |  |
|  |  |  | Unlimited right to rent/  Time-limited right to rent, expiring on: |  |
|  |  |  | Unlimited right to rent/  Time-limited right to rent, expiring on: |  |

Signed by [NAME OF LANDLORD] ………………………..

Signed by [NAME OF TENANT] ………………………..