

**AGREEMENT for letting furnished dwelling-house on an assured shorthold tenancy**

**DATE** DD/MM/YYYY

IF EITHER PARTY DOES NOT UNDERSTAND THIS AGREEMENT OR ANYTHING IN IT, HE OR SHE IS STRONGLY ADVISED TO ASK AN INDEPENDENT PERSON FOR AN EXPLANATION. SUCH AN EXPLANATION MIGHT BE GIVEN BY A SOLICITOR, A CITIZENS' ADVICE BUREAU OR A HOUSING ADVICE CENTRE.

**PARTIES**

**1. The Landlord**

**2. The Tenant**

Note that any assured tenancy (including a statutory periodic tenancy) commencing on or after 28th February 1997 will be an assured shorthold tenancy unless it falls within any paragraph in Schedule 2A of the Housing Act 1988

**PROPERTY** The dwelling-house situated at and being

**0**

Together with the Fixtures Furniture and Effects therein and more particularly specified in the Inventory thereof signed by the parties

This form should not be used for granting a tenancy to a person who is already a protected or statutory tenant or a protected occupier: see Housing Act 1988.

**TERM** A term certain of **367** days with effect from **2pm** on **DD/MM/YYYY** until **12 noon** on **DD/MM/YYYY**

**RENT** **£0.00** for the FULL TERM

**PAYABLE as specified by:** on the **RENT SHEET** attached

- 1** The Landlord lets the Property to the Tenant for the term at the Rent payable as set out above.
- 2** THIS Agreement creates an assured shorthold tenancy within Part 1 Chapter II of the Housing Act 1988. This means that when the Term expires the Landlord can recover possession as set out in Section 21 of that Act unless the Landlord gives the Tenant a notice under paragraph 2 of Schedule 2A to that Act stating that the tenancy is no longer an assured shorthold tenancy.
- 3** If the Property burns down or the Tenant cannot live in it because of fire damage, the Rent will cease to be payable until the Property is rebuilt or repaired so that the Tenant can live there again. Any dispute about whether this clause applies must be submitted to arbitration under Part I of the Arbitration Act 1996 if both parties agree to that in writing after the dispute has arisen.

#### 4. The Tenant agrees with the Landlord -

- (1) To pay the Rent as set out above
- (2a) To pay any council tax which the Tenant is obliged to pay under the Local Government Finance Act 1992 or any regulations under that Act
- (2b) To pay to the Landlord (or his/her agent) the amount of any council tax which, while the tenancy continues, the Landlord becomes obliged to pay under that Act or those Regulations for any part of the period of the tenancy because the Tenant ceases to live at the Property
- (3) To pay for all gas, electricity, water and sewerage services supplied to the Property during the tenancy and to pay all charges for the use of any telephone 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 clause including standing charges or similar charges and VAT as well as charges for actual consumption
- (4) To keep the interior of the Property, the internal decorations and the Fixtures, Furniture and Effects in good repair and condition and to replace if necessary any items of the Fixtures, Furniture and Effects which have been damaged or destroyed.
- (5) To allow the Landlord (or his/her agent) to enter the Property at reasonable times of the day to inspect its condition and state of repair.
- (6) To use the Property as a private-dwelling-house only. This means the Tenant must not carry any profession, trade or business at the Property and must not allow anyone else to do so
- (7) Not to alter or add to the Property or do or allow anyone else to do anything on the Property which the Tenant might reasonably foresee would increase the risk of fire.
- (8) Not to do or allow anyone else to do anything on the Property which may be nuisance to or cause damage or annoyance to the tenants or occupiers of any adjoining premises
- (9) Not to assign, sublet or part with possession of the Property in any way without the consent of the Landlord.
- (10) To give the Landlord or his/her agent a copy of any notice given under the Party Wall etc. Act 1996 within seven days of receiving it and not to do anything as a result of the notice unless required to do so by the Landlord
- (11) At the end of the Term or earlier if the tenancy comes to an end more quickly to deliver the Property up to the Landlord or his/her agent in the condition it should be in if the Tenant has performed the Tenant's obligations under this Agreement
- (12) Not to remove any of the Fixtures, Furniture and Effects from the Property and to leave the Furniture and Effects at the end of the tenancy where they were at the beginning
- (13) At any reasonable times during the tenancy to allow the Landlord or the Landlord's agents to enter and view the Property with prospective tenants.

- (14) On the day of expiry of this contract, the tenant agrees to handover vacant possession of the property to the Landlord (or his agent), including all sets of keys, by 12 noon.
- (15) It is the Tenant's exclusive responsibility to ensure that the contract for the supply of gas or electricity or any other service to the property are entered into with the concerned supplying authority in advance so that the supply of these is ensured at the beginning of the tenancy.
- (16)  
To check and sign the inventory making such amendments as necessary to ensure the accuracy thereof and to return the signed inventory to the Landlord or the Landlord's agent within 7 calendar days of occupying the Premises, otherwise the inventory will be deemed to be accurate and in the event of such amendments being made the Landlord or the Landlord's agent shall have the right within 7 calendar days of receipt of said amendments to enter upon the premises for the purpose of verification or rectification.

## **5 IF the Tenant -**

- (1) is at least fourteen days late in paying the Rent or any part of it, whether or not the Rent has been formally demanded, or
- (2) has broken any of the terms of this Agreement then subject to any statutory provisions, the Landlord or the Landlord's agent may recover possession of the Property and the tenancy will come to an end. Any other rights or remedies the Landlord may have will remain in force.

**(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 later been paid or a breach of the terms of the tenancy has been made good.

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

## **6 THE Landlord agrees with the Tenant -**

- (1) That the Tenant has the right to possess and enjoy the Property during the tenancy without any interruption from the Landlord or any person claiming through or in trust for the Landlord. But:
- (a) this clause does not limit any of the rights under this Agreement which Tenant has agreed to allow the Landlord to exercise;
- (b) this clause does not prevent the Landlord from taking lawful steps to enforce his rights against the Tenant if the Tenant breaks any of the terms of this Agreement
- (2) To pay all charges in respect of the Property except those which by the terms of this Agreement the Tenant has expressly agreed to pay and to pay to the Tenant the amount of any such charge which another person has compelled the Tenant to pay.

## 7 SPECIAL TENANCY CONDITIONS -

- (a) The tenant will not fit or change, any lock in the property
- (b) Before leaving the property vacant for any length of time, especially during winter, the Tenant will drain down all water pipes in the property and ensure that the stop-cock is turned off at the mains
- (c) The Tenant will inform the Landlord (or the Landlord's agent) if there are vermin in the property or if any repairs are required to the property or the fixtures and fittings
- (d)

The Landlord undertakes to keep in repair the structure and exterior of the property including gutters and external pipes and keep in repair and proper working order installation for the supply of water, gas, electricity and for space heating and heating water. The Landlord is not obliged to repair until the tenant has given notice of the defect and the tenant is obliged to take proper care of the Property and to small jobs which a reasonable tenant would do. Sanitary and bath conveniences have been checked and tested to be free of any blockages at the beginning of the tenancy, therefore, any blockages caused during the tenancy will be deemed the Tenant's responsibility and consequently the Tenant will have to pay for the cost of having the blockage cleared.
- (f) The responsibility for payment of total rent lies jointly and severally with all persons named as the Tenant
- (g) If at any time, the rent due & payable under this contract remains unpaid on the due date, the tenant will pay in addition to the rent, interest on all unpaid amounts at the rate of 4% above the base rate of The Royal Bank of Scotland, calculated on a daily basis.
- (h) The Landlord or his/her agent shall not be responsible for any damages or loss to any belongings of the Tenant
- (i) All the mains services are connected to the property. However, it is the responsibility of the Tenant to ensure that any service disconnected due to the default of a previous Tenant is reconnected in their name. The Landlord does not accept any liability for disconnection of any service to the property at any time
- (j) **No internal locks to any rooms shall be installed by the Tenant**
- (k) The Tenant agrees to keep the cellar clean at all times and not to store any rubbish therein
- (l) If in the Landlord's opinion the state of cleanliness or general condition of the Premises at anytime during the tenure of the tenancy would jeopardise the future letting of the property the Landlord shall have the same brought up to normal cleaning standards and recover the cost thereof from the Tenant
- (m) The Tenant agrees to permit the Landlord to carry out any works of repairs, improvements etc. to the property that may be necessary or that may be ordered by the Local Authority during the tenancy
- (n) A charge of £25.00 shall be payable by the Tenant each time the Tenant calls the Landlord to mend any electric fuses, re-light the pilot light on gas appliances or other such common domestic tasks
- (o) The Tenant will not keep animals or birds or other pets in the property
- (p) If at any time during the tenancy the Tenant falls behind in payments of rent as agreed according to the Rent Schedule, the Tenant will from that moment onwards become liable for the payment of the total RENT (as specified on the first page of the contract)

- (p) The Landlord shall not be responsible for breakage of any glass unless it can be proved that the damage was caused maliciously by producing a crime number for the crime
- (q) The Tenant is responsible for keeping the property in a clean and tidy condition at all times. This includes cleaning of windows, both internally as well as externally.**
- (r) The Tenant will not tamper or interfere with or make alterations or additions to the electrical, gas, plumbing or heating systems meters or installations in the property
- (s) The Tenant will be responsible for maintaining the garden and yards in a clean and tidy condition at all times.**
- (t)  
The Tenant will be responsible to fix or change any light bulbs or fluorescent tubes required during the tenancy
- (u) The landlord does not accept any liability for any food damaged in a fridge or freezer due to breakdown of the appliance
- (v) In the event of a break-in into a property with a security gate, if it is concluded that the security gate was left open, The Tenant will be charged for the damages.
- (w) In the event the Tenant is required to provide a Guarantor, but, fails to provide one, the Tenant shall remain liable for payment of Rent.
- (x) The Tenant is required to inspect the Property at the start of the tenancy and provide a written report to the Landlord (or Landlord's agent) of any works that may need to be done or of any items that may need to be provided. A separate sheet entitled "INSPECTION OF PROPERTY" pertaining to this term is appended to this contract
- (xi) The Tenant agrees to hand the property over in a clean and tidy condition. The Tenant agrees not use the state of the property at the onset of the tenancy as an excuse for leaving The Premises in an untidy condition. Any issues regarding the state of The Premises at the onset of the tenancy must be resolved at the onset of the tenancy.**
- (xii) The Tenant agrees to report any maintenance issues to our maintenance department. Unless it is an emergency, please email our maintenance department on works@apexhomes.biz or write to them at Apex Homes Maintenance, 9 Royal Park Grove, Leeds, LS6 1HF. For emergencies you can call them on 01132307839.

## 8. Schedule of charges:-

The Tenant agrees to the following charges:

(a) Outstanding rent reminder after 7 days of rent due date	<b>£20.00</b>
(b) Administration fee for court proceedings (in addition to normal court fees)	<b>£250.00</b>
(c) Call out charge due to being locked out:-	
Between 9:00am - 5:00pm	<b>£20.00</b>
Between 5:00pm - 9:00am	<b>£65.00</b>
(e) Contract amendments (e.g change of tenants)	<b>£50.00</b>
Readvertising the property (incase the Tenant is unable to honour the contract- this charge is in addition to RENT and OTHER CHARGES (such as utility bills) that are due until a suitable replacement Tenant is found)	<b>£250.00</b>
(f) Failure to register with service provider(s) at the start of the tenancy (as this results in a tremendous amount of time being wasted in calls which we receive from utility companies)	<b>£150.00</b>
(g) Represented cheques	<b>£35.00</b>
(h) Represented standing orders	<b>£35.00</b>

- (1) "The Landlord" includes the successors to the original landlord
- (2) "The Tenant" includes the successors to the original tenant
- (3) "The Property" includes any part of the Property or the Fixtures, Furniture and Effects.

**NOTICE OF LANDLORD'S ADDRESS**

The Landlord notifies the Tenant that the Tenant may serve notices (including notices in proceedings) on the Landlord at the following address:

(Landlord's name)

**0**

C/O APEX ESTATE AGENCY, 11 THE CRESCENT, HYDE PARK, LEEDS, LS6 2NW

(This notice is given under section 48 of the Landlord and Tenant Act 1987. The address must be in England or Wales.)

AS WITNESS the hands of the parties on the date specified above

SIGNED (by the Landlord or the Landlord's agent) .....

SIGNED (by the Tenant)

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