



## ASSURED SHORTHOLD TENANCY AGREEMENT

### for letting a dwelling house on an Assured Shorthold Tenancy under the Housing Act 1988 (as amended)

This Agreement is intended to create an Assured Shorthold Tenancy as defined in Section 20 of the Housing Act 1988 (as amended) and the provisions for the recovery of possession by the Landlord in Section 21 thereof apply accordingly. This document is important as it sets out the responsibility of the tenants and landlords under the agreement. **You are strongly advised to read it carefully before agreeing to it.**

THIS AGREEMENT is dated .....

BETWEEN (1)

herein after called 'The Tenant'

AND (2) c/o Student Places, 73 St Dunstons Street, Canterbury, Kent, CT2 8BN

herein after called 'The Landlord'

In this Agreement the following definitions apply:

- a. The Premises means the residential property known as
- b. The Term of the Agreement is a fixed term commencing on \_\_\_\_\_ at 2pm and ending on \_\_\_\_\_ at 10am
- c. The Rent is a total amount defined as £ \_\_\_\_\_ per Month and is to be paid in advance on the dates agreed with the Tenant, as per the signed Rent Payment Plans
- d. The Deposit is an amount defined as £ \_\_\_\_\_
- e. Where the Tenant is more than one person the tenant's covenants are joint and several
- f. A house cleaning payment equal to £40 per person will be collected with your May rent payment

IT IS AGREED as follows: -

1. The Landlord lets, and the Tenant takes the Premises TOGETHER WITH any fixtures fittings and effects collectively referred to herein as 'The Contents' and listed in the inventory for a fixed Term as specified in definition 'b' above at the Rent specified and to be paid as stated in definition 'c' above, in advance.
2. The Tenant will: -
  - a. Pay the rent on the days and the manner aforesaid and will pay interest at the NatWest unauthorised overdraft rate on any rent in arrears for more than 14 days calculated from the date upon which it was due to the date that it is actually paid
  - b. Pay and indemnify the Landlord against all rates Council Tax and assessments and all water and sewerage and for all gas and electricity and telephone consumed or supplied on or to the premises (including all fixed or standing charges) during the term. The Tenant is also responsible for purchasing a TV Licence, unless otherwise stated.
  - c. Keep the interior of the premises clean and tidy and in as good and tenantable a state of repair and decorative order as at the beginning of the term
  - d. Vacuum all carpets and thoroughly clean all areas of the property at least once every week. If the Tenants are unable to maintain the cleanliness of the property at an acceptable standard, the Landlord may either appoint professional cleaners at the tenant's expense or make a charge £25.00 for each re-visit made when checking the Tenants standard of cleaning.

- e. Ensure that the property is kept clean so as not to attract vermin and the Tenant is responsible for the removal of vermin, either by traps or (by prior agreement of the Agent) using the services of a licenced exterminator/the Local Council at a cost to the Tenant
- f. Not to damage or injure the premises or make any alteration in or addition to the premises or the style or colour of the decoration
- g. Use the premises in a tenant like manner
- h. Not smoke anywhere inside the property. The use of candles/incense burners is also prohibited
- i. Will test the fire detection equipment at the Premises on a weekly basis, as per the instructions given by the Agent
- j. Keep the contents clean and in good repair and condition and working order and from time to time replace any of the contents which may be destroyed or so damaged as to be unusable with others of a similar value and appearance
- k. Shall keep clean the inside and outside of all windows of the premises, that the tenant can reasonably reach, as often as may be necessary and inform the Landlords Agent of all broken glass. The Tenant shall promptly pay for all broken/repair to/replacements of glass/windows at the Property, however so caused
- l. Not to obstruct incumber litter or damage or permit to be obstructed incumbered littered or damaged those parts of the building which form part of communal areas
- m. Comply with the directions given by the Landlord as to the location of dustbins or the storage of rubbish
- n. Not to keep or suffer to be kept any dog cat or other pet
- o. Not to remove from the property any of the Landlord's fixtures or fittings, or to store them in a loft, basement, garage or outbuildings (if any) without obtaining the prior consent of the landlord or his agent. Where such consent is granted, to ensure that any such items are stored safely without damage or deterioration and at the end of tenancy are returned, within reason, to the same places from which they were removed
- p. To use fixture and fittings provided in the manner for which they are designed eg furniture provided for inside use is not to be used outside
- q. Not to carry on any trade or business from the premises nor receive any paying guests but use the premises only as a private residence for the named Tenant(s) only
- r. Not to do or suffer to be done anything which may be or become a nuisance or annoyance to the Landlord or the occupiers of any neighbouring properties or which may render the Landlords insurance of the premises void or voidable or increase the rate of premium for such insurance
- s. Not to use or suffer the Premises to be used for any illegal or immoral purpose
- t. Not bring any or use any dangerous or illegal substances in to the Property or any parts of the Building
- u. Not to make any noise or play any television or audio equipment between the hours of 22:00 and 09:00 so as to be audible outside the Premises or by any neighbouring property
- v. Not to block or cause any blockage to the drains or pipes gutters and channels in or about the premises and to rectify any blockage at the tenant's own expense and will take proper precautions to prevent the escape of water in or from the Property. The cost of any damage caused to the fabric of the building by a blockage will be re-charged to the tenants
- w. Not to park or permit to be parked any vehicle on any area within the grounds of the house other than the driveway
- x. Shall be directly responsible for the actions of third parties who are in the Property
- y. Maintain heating at a level to prevent the freezing and bursting of water pipes or damage to the Premises by condensation or hazards due to weather conditions whether the Premises are occupied or not
- z. Not to assign or underlet or part with or share the possession of the whole or any part of the Premises except with the written consent of the Landlord
- aa. Not to allow more than one person to occupy each bedroom
- bb. Permit the Landlord and the Landlords Agents at reasonable times to enter the premises to view their state and condition and to execute any repairs upon the premises
- cc. Permit the Landlord and the Landlords Agent at reasonable times to enter the Premises during the term with prospective tenants and with prospective purchasers of the Landlords interest in the Premises

- dd. Permit the Landlord and the Landlord's agents unrestricted access to the property during the first two months of the tenancy to carry out works as may be required
- ee. Permit the Landlord and or the Gardener unrestricted access throughout the term to carry out any maintenance of the garden area(s). Access via the interior of the property will be requested/advised if required
- ff. Notify the Landlords Agents forthwith in writing of any defect in the Premises other than such as the tenant is liable to remedy under the previous clauses as soon as is practicable after the defect comes to the notice of the Tenant
- gg. Where a Tenant wishes to end their agreement before the expiration of The Term, The Tenant shall be liable to pay:
  - i. Rent until the Premises is re-let or the expiration of the Term whichever is the sooner
  - ii. The Landlords costs involved in re-letting the Premises including £100.00 change of tenant fee
  - iii. All utility and Council Tax charges incurred until the Premises is re-let or until the end of the Term whichever is the sooner
- hh. At the end of the Term
  - i. The Tenant shall yield up the Premises and the Contents in such a state of repair and condition and cleanliness as it was at the start of this agreement and in accordance with the Tenants obligations
  - ii. The Tenant shall remove all personal possessions from the Property by the last day of the fixed Term. The Landlord may dispose of any items left after this date and the Tenant will be liable for the costs of disposal/removal
  - iii. The Tenant make good or pay for the repair or replacement of such contents as have been broken lost damaged or destroyed during the Term
  - iv. The Tenant will provide the Landlord's Agent with a forwarding address

### 3. The Landlord:

- a. Covenants that he will permit the Tenant so long as they pay the rent and perform the obligations under this Agreement quietly to use and enjoy the premises during the Term without any interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord
- b. May re-enter the Premises and thereupon the Tenancy created by this Agreement will determine but without prejudice to any other rights and remedies of the Landlord if: -
  - i. Any part of the rent is in arrears for seven days (whether formally demanded or not) or
  - ii. If there is any breach of any of the Tenants obligations under this Agreement or
  - iii. Any of the Grounds set out as grounds 2, 8, 10 – 15 (inclusive) & 17 of Schedule 2 to The Housing Act 1988 shall apply
- c. Will not pay interest on any deposit held
- d. Will not be held liable for any interruption in utility services however so caused
- e. Will make a charge of £10.00 each time he or the Agent has to telephone, text, e-mail or write advising of late overdue or missed rent payments
- f. Will make an administration charge of £10.00 each time a direct debit or cheque is returned unpaid
- g. Where rent is not paid by direct debit an additional charge of £5.00 per payment made will be levied.
- h. In connection with this tenancy your landlord may pass information regarding late or overdue rent payments damage to the Landlords property and antisocial behaviour to referencing and credit referencing agencies who will retain this information for use by other landlords and interested parties including debt recovery
- i. Will notify utility companies and council tax offices of your personal details including where necessary forwarding addresses
- j. The Landlord will register the deposit with the Deposit Protection Service ([www.depositprotection.com](http://www.depositprotection.com))

SIGNED AS A DEED BY  
(The Tenant) -----

SIGNED BY/ON BEHALF OF THE LANDLORD -----