

# DRAKE & CO

Anson Parade, 161a Dickenson Road

Rusholme, Manchester M14 5HZ

Tel: 0161 224 2134 - Fax: 0161 257 3016 -

E-Mail: drakeco@yahoo.com

## ASSURED SHORTHOLD TENANCY AGREEMENT for letting a residential dwelling

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### Important Notes for Tenants

- ◆ This tenancy agreement is a legal and binding contract and the Tenant(s) 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.
- ◆ Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually.
- ◆ If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

### General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions 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(s).
  2. Prospective tenant(s) should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
  3. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
  4. 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.
  5. 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(s) at the Property or the last known address of the Tenant(s) or left addressed to the Tenant(s) at the Property.
  6. This agreement has been drawn up after consideration of the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements.
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THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant(s). 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: .....

Landlord(s):.....Address:.....

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

Landlord's Agent: **DRAKE & CO**

Anson Parade, 161a Dickenson Road, Rusholme, Manchester M14 5HZ

Tel: 0161 224 2134 - Fax: 0161 257 3016 - E-Mail: drakeco@yahoo.com

Tenant(s) 1)..... 2)..... 3)..... 4).....  
5)..... 6)..... 7)..... 8).....

Property: The dwelling known as:.....

Contents: The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects present on entry to the property.

Term: For the term of One Year Less A Day  
commencing on .....

Rent: £ .....per calendar month.

Payment: in advance by equal calendar monthly payments on the.....each month.

The Landlord agrees to let and the Tenant(s) agrees to take the Property and Contents for the Term at the Rent payable as above.

### **The Tenancy Deposit**

The Total Deposit of £..... is paid by the Tenants to the Agent.

The deposit is held by (delete the option which does not apply):

- (a) The Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme.
- (b) The Landlord. The Landlord is a member of the:.....

Any interest earned will belong to the agent.

(1) The Deposit has been taken for the following purposes:-

- (1.1) Any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which the tenant(s) may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the landlord.
- (1.2) The reasonable costs incurred in compensating the landlord for, or for rectifying or remedying any major breach by the tenant(s) of the tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings and the removal of tenants refuse left behind after vacating the property.
- (1.3) Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property for which the tenant is liable.
- (1.4) Any rent or other money due or payable by the tenant under the tenancy agreement of which the tenant(s) has been made aware and which remains unpaid after the end of the tenancy.

### Protection of the Deposit.

The deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd  
PO Box 541, Amersham, Bucks, HP6 6ZR  
phone 0845 226 7837 fax 01494 431 123, email [deposits@tds.gb.com](mailto:deposits@tds.gb.com)

#### (2) End of Tenancy

- (2.1) At the end of the tenancy the Agent must tell the tenant within 10 working days of the end of the tenancy ( subject to house check being carried out and all keys returned on time) if they propose to make any deductions from the deposit
- (2.2) If there is no dispute the Member/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the deposit.
- (2.3) The Tenant should try to inform the Member/Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 10 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the Ice is later asked to resolve any dispute may refuse to adjudicate in the matter.
- (2.4) If, after 10 working days following notification of a dispute to the Agent/Member and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- (2.5) If the amount in dispute is over £5,000 the Landlord and the Tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written agreement of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant; the liability for any subsequent costs will be dependent upon the award made by the arbitrator.
- (2.6) The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 2.1 to 2.5 above.
- (2.7) **Procedure for disputes at end of tenancy see attached** (to be read through and signed by agent and tenant to be retained by both parties with tenancy agreement).

#### 3. The Tenant(s) agrees with the Landlord:

##### Rent & charges

- (3.1) To pay the Rent on the days and in the manner specified to the Landlord's Agent
- (3.2) To pay promptly to the authorities to whom they are due, council tax, water and sewerage charges, gas, electric and telephone (if any) relating to the Property, where they are incurred during the period of the 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 water, gas, electricity and telephone if the same is disconnected. The Tenant(s) agrees to notify the Landlord prior to changing supplier for any of the utility services stated above
- (3.2a) See Tenancy Charges page 6.

##### Use of the Property

- (3.3) Not to assign, or sublet, part with possession of the Property, or let any other person live at the Property except that during the fixed term of the tenancy the Tenant(s) may assign or sublet with the Landlord's express consent which will not be unreasonably withheld. Such consent, as a variation of the tenancy agreement to be agreed in writing.
- (3.4) To use the Property as a single private dwelling 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 a person residing, visiting or otherwise engaged in lawful activity or the occupiers of the neighbouring premises
- (3.7) Not to keep any cats or dogs at the property and not to keep any other animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbours) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable, on reasonable grounds by 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(s) will observe the restrictions in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached

### **Repairs**

- (3.10) Not to damage the Property and Contents or make any alteration or addition to the property without the written permission of the Landlord not to be unreasonably refused
- (3.11) To keep the interior of the Property and the Contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted, and to keep the Property reasonably aired and warmed
- (3.12) To pay the reasonable costs reasonably incurred by the Landlord or his Agent in replacing or repairing any furniture or other contents, lost, damaged or destroyed by the Tenant(s) or at the option of the Landlord, replace immediately any furniture or other contents, lost, damaged or destroyed by the Tenant(s), and not to remove or permit to be removed any furniture or other contents from the Property
- (3.13) That the Landlord or any person authorised by the Landlord or his Agent may at reasonable times of the day on giving 24 hours' either by telephone call or written notice, (unless in the case of an emergency) enter the Property for the purpose of inspecting its condition and state of repair. The Tenant(s) shall permit the Property to be viewed on reasonable notice (of at least 24 hours) at all reasonable times.
- (3.14) To keep the gardens (if any) driveways, pathways, lawns, hedges and rockeries as neat tidy and properly tended as they were at the start of the tenancy and not remove any trees or plants
- (3.15) To replace all broken glass in doors and windows damaged during the tenancy where the damage has been caused by the Tenant, a member of the Tenant's family or their guests
- (3.16) Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord, such consent not to be unreasonably withheld, and the cost of providing a set of keys for the Landlord or his agent to be met by the Tenant(s)
- (3.17) To notify the Landlord promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property
- (3.18) Not to affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause damage
- (3.19) To take all reasonable precautions to prevent damage by frost
- (3.20) In order to comply with the Gas Safety Regulations, it is necessary:
  - a) that the ventilators provided for this purpose in the Property should not be blocked
  - b) that brown or sooty build up on any gas appliance should be reported immediately to the Landlord or Agent
- (3.21) Not to cause any blockage to the drains, pipes, sinks or baths.
- (3.22) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent
- (3.23) That the Tenant(s) shall be responsible for testing all smoke detectors (if any) fitted in the Property on a regular basis and replace the batteries as necessary

### **Other tenant responsibilities**

- (3.24) Within seven days of receipt thereof to send to the Landlord/Agent all correspondence addressed to the Landlord or the owner of the Property and any notice order or proposal relating to the Property (or any building of which the Property forms part) given made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority
- (3.25) 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(s) in this Agreement

- (3.26) To permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at reasonable hours in daytime to enter and view the Property with prospective tenants or purchasers, having first given the Tenant a reasonable (24hr) period of notice either by telephone call or written notice.
- (3.27) To properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended and where the Property is left vacant for more than 28 consecutive days and the rent is paid, to notify the Landlord or his agent, and to allow him access to the property in order to secure it where necessary
- (3.28) That where the Property is left unoccupied, without prior notice in writing to the Landlord or Agent, for a prolonged period, the Tenant has failed to pay rent for that period, has shown no intention to return, the Tenant(s) is deemed to have surrendered the Tenancy. This means that the Landlord may take over the Property and re-let it.

**End of tenancy**

- (3.29) To return the Property and Contents at the end of the tenancy in the same clean state or condition as they were at the commencement of the tenancy
- (3.30) 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
- (3.31) To return the keys of the Property to the Agent on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant(s) also agrees to pay for any reasonable charges incurred by the Agent in securing the Property against re-entry where keys are not returned

**4. The Landlord agrees with the Tenant(s) that:**

- (4.1) The Landlord shall permit the Tenant(s) to have quiet enjoyment of the Property without interruption by the Landlord or his Agent, however this does not preclude the Landlord from taking action through the courts should the Tenant(s) fail to pay the rent due or be in breach of the Tenancy Agreement
- (4.2) The Landlord will return to the Tenant(s) 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

**5. Subject to the condition that a Landlord must obtain a court order for possession of the Property before re-entering the premises; if the Tenant(s) does not:**

- (a) pay the rent (or any part of it) within 14 days of the date on which it is due; or
- (b) comply with the obligations set out in the agreement,

then the landlord may re-enter the Property and end the Tenancy.

This right must be exercised in the correct way through the Courts and only the Court can order the Tenant(s) to give up possession of the Property

**6. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 (see note 4)**

**7. In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:**

"The Landlord" includes the persons who during the period of the tenancy have a legal interest in the property

"The Tenant(s)" includes those who might inherit the tenancy. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually. Joint and several liability means that any one of the members of a party can be held responsible for the full rent and other obligations under the agreement if the other members do not fulfil their obligations

**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(s) in accordance with the provisions of the Housing Acts. Such notice(s) shall be sufficiently served if served at the last known address of the tenant in accordance with section 196 of the Law of Property Act 1925 (see note 5)

**9. The Property is let together with the special conditions (if any) listed in the First Schedule as follows on page 6.**

**THE FIRST SCHEDULE.**

**Special conditions:**

The Agent or Landlord shall have the right to gain entry to the property every 3 months on the basis to inspect the premises.

**TENANCY CHARGES:**

The tenants(s) agree to the following tenancy charges:

- 1. Late rent payment charges- will be charged per month for every month of arrears until up todate. **£25.00**
- 2. Bounced Cheques - each representation ( please note: most cheques are presented twice so early action at the bank is advisable to either put cash into your account or cancel your cheque)  
Note: Our bank charges for each representation of your cheques: **£15.00**
- 3. Cost of having to call to the property to see you or for collection of payment **£ 5.00**
- 4. Telephone call charges (for rent arrears ) **£ 3.00**
- 5. Each Late payment letter sent **£10.00**
- 6. Re-Claiming of Standing orders (for every debit made from the bank there are charges) **£ 3.00**
- 7. A nominal charge will be made for management time for rent accounts not conducted properly. **£30.00**
- 8. First copy tenancy agreement free and further copies required charge of: **£ 5.00**
- 9. If a deposit cheque has to be cancelled (due to not providing new addresses) when it is refunded to you there will be a charge of **£15.00**

**The tenant(s) acknowledges that Drake & Co makes NO profit from these applied charges. The above charges reflect surcharges and administration costs only.**

**SIGNED by the LANDLORD(s) :-**

(or the Landlord's Agent) .....

**In the presence of :-**

Witness Name: .....

Address: .....

Signature: .....Date.....

**SIGNED by the TENANT(s) :- 1)..... 2).....**

**Print.....**

**3).....4).....5).....**

**Print:.....**

**6).....7).....8).....**

**Print:.....**

**In the presence of :-**

Witness Name: .....

Address .....

Signature .....Date.....