

ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a residential dwelling 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.
- 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. Where the tenancy is subject to deposit protection then joint tenants may have to nominate a lead tenant to act on their behalf with the Landlord or Tenancy Deposit Scheme provider or their alternative dispute resolution service provider.
- 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.
2. 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.
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 at the Property or the last known address of the Tenant or left addressed to the Tenant 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.
7. If you accept a tenancy deposit under this tenancy, it must be dealt with in accordance with the statutory rules under sections 212-215 of the Housing Act 2004 as amended by the Localism Act 2011. Take advice if necessary.
8. Where the tenancy becomes a periodic tenancy at the end of the fixed term period the tenant is required to give at least one month's notice in writing ending on the last day of a period of the tenancy in accordance with the common law rules. The landlord is required to give at least two months' notice in accordance with the statutory rules prescribed by Section 21 of the Housing Act 1988.

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 <<SPDATE>>

Landlord(s) <<LFULLNAME>>

Landlord's Agent <<SPNAME>>
<<SPADD1>> <<SPADD3>> <<SPADD4>> <<SPPSTCD>>

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

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

Property The dwelling known as <<cADDRESSON1>> <<PPSTCD>>

Contents The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory

Term For the term of <<TYTERM>>less a day commencing on <<TYCurSTART>>

Rent £<<TYRENT>> <<TYPERWORDS>>

(Half Retainer payment is due for July & August 20.... to be paid as one full month payment on or before 20th June 20....)

Retainer Period Period of when the property will undergo all necessary maintenance works and when tenants are contractually obliged to allow 24hr access to maintenance contractors and landlord/agent to carry out the repairs listed by the tenant and landlord/agent ready for the full rent payment start date of the 1st September.
Head Tenant should collect the keys on the start date of the tenancy in order to carry out the Inventory check so as to provide the maintenance team a list of any repairs/cleaning that will need to be carried out with in this period. Failure to do so the agent/landlord will not be held responsible for the condition of the property on the full rent starts date 1st September.
If tenants move in during summer retainer period then only the areas that are free from personal belongings will be subject to a clean, However this is only if we feel the property wasn't left in a satisfactory condition by the previous occupants.

We will allow access to the property from 1st July if there are no major works being carried out (information will be provided when securing property). If you request to live in the property over the retainer period please take into consideration it is a retainer period and this is the time that any maintenance works from your inventory/repair sheet are carried out. Please be aware that within the retainer period July/August we will **not** be able to provide any notice to tenants that have moved in of the builders/maintenance calling to carry out works in and out of your property

Payment in advance by equal payments on the <<TYRENTDAY>>

Deposit A deposit of £<<TYDEPFULL>> is paid by the Tenant to the Landlord/Agent.
The Deposit is held by the Agent as Stakeholder. The Agent/Landlord is a Member of the Tenancy Deposit Scheme. Deductions may be made from the Deposit according to the terms of this Agreement.

Interest Any interest earned will belong to the agent.

ICE The ICE (Independent Case Examiner) is defined to be that person appointed by The Dispute Service to examine those disputes that have been referred to The Dispute Service

Member The Member refers to either the Agent or Landlord, whoever is registered with the Tenancy Deposit Scheme for the purposes of holding the Deposit

Stakeholder refers to how the Deposit is held on behalf of the Tenant according to the rules of the Tenancy Deposit Scheme
Lead Tenant's initials..... Agent initials.....

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 pays the Deposit as security for the performance of the Tenant's obligations and to pay and compensate the Landlord for the reasonable costs of any breach of those obligations. It is specifically agreed that this money is not to be used by the Tenant as payment for any rent due under this agreement. No interest shall be payable on this Deposit. The balance of the Deposit to be paid to the Tenant as soon as reasonably possible after the conclusion of the tenancy, less any reasonable costs incurred for the breach of any obligation as agreed with the Tenant, or decided by the Court or by the appropriate deposit scheme (details of which are contained in the scheme's deposit information leaflet and website)

The Deposit has been taken for the following purposes:

Any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which the Tenant 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

The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings

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

Any rent or other money due or payable by the Tenant under the tenancy agreement of which the Tenant has been made aware and which remains unpaid after the end of the tenancy

Cleaning should the property not be left in a satisfactory condition charges are as follows for a deep clean: £80 minimum (1 Bed) £125 minimum (2-3Bed) £175 minimum (4-5) £225 minimum (6 bed plus)

The Tenant agrees with the Landlord:

3. Rent & charges

(3.1) To pay the Rent on the days and in the manner specified to the Landlord's Agent. Late payment charges of £25 per month plus Interest will be payable on **any** late rental payments. Rent reminders will be conducted via e-mail should the need for reminder letters to be sent, due to incorrect e-mail address provided or failure to respond to e-mail reminders then a further charge £10 per letter will be added to the late payment charges so please make sure your e-mail address is registered with the agent at all times.

(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 agrees to notify the Landlord or his Agent prior to changing supplier for any of the utility services stated above. The tenant agrees NOT to change the Utility meters unless agreed by agent/landlord failure to get agreement the tenants will be liable for the cost incurred to reinstate the correct meter.

(3.3) That in the case of a breach of the terms of the tenancy by the Tenant, a reasonable administration charge may be made in addition to the costs of any remedial work, in order to compensate the Landlord or his Agent for his reasonable expenses

(3.4) Should there be a change over of Tenant at anytime within the period of the Tenancy a charge of £75 Administration Fee will be incurred for the Tenant vacating the property

(3.5) Overseas tenants will have to provide a copy of their passport and any visa which will be retained by Drake & Co for their records according to the immigration Act 2014. It is the tenant's responsibility to inform Drake & Co if there are any changes to their immigration status.

4. Use of the Property

(4.1) Not to assign, sublet, part with possession of the Property, or let any other person live at the Property

(4.2) 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

(4.3) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property

(4.4) 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

(4.5) 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

(4.6) Not to use the Property for any illegal or immoral purposes

(4.7) Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the terms in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached

5. Repairs

(5.1) Not to damage the Property and Contents and not to make any alteration or addition to the Property without the written permission of the Landlord, such permission not to be unreasonably refused

(5.2) 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 to avoid damp caused by condensation.

(5.3) 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 or, at the option of the Landlord, replace immediately any furniture or other contents, lost, damaged or destroyed by the Tenant, and not to remove or permit to be removed any furniture or other contents from the Property

(5.4) That the Landlord or any person authorised by the Landlord or his Agent may at reasonable times of the day on giving 24 hours' e-mail notice, (unless in the case of an emergency) enter the Property for the purpose of inspecting its condition and state of repair. House checks will be carried out on a three monthly basis. Failure to keep the property in a clean and tidy condition will cause vermin infestation and as such tenants will be responsible for the cost of pest control.

(5.5) To keep the gardens (if any) driveways, pathways, lawns, hedges, rockeries and ponds in good and safe condition and as neat tidy and properly tended as they were at the start of the tenancy and not to remove any trees or plants

(5.6) 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

(5.7) 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

(5.8) To notify the Landlord or his Agent promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property

(5.9) 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, to remove all evidence of blutac/pin marks from walls or a charge of a £50 per wall will be applied for redecoration

(5.10) To take all reasonable precautions to prevent frost damage at the Property and to keep the Property adequately heated and ventilated to prevent damage caused by condensation, not to dry wet clothes on internal radiators

(5.11) 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

(5.12) Not to cause any blockage to the drains, pipes, sinks or baths

(5.13) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent

(5.14) That the Tenant shall be responsible for testing all smoke detectors (if any) fitted in the Property on a regular basis and replace the batteries as necessary unless a fire alarm panel system is installed.

(5.15) Out Of Hours Emergency Contact Numbers Lee 07795211746 Frank 07973472554

(5.16) To keep all electric lights in good working order and in particular to replace all fuses, standard fit bulbs as and when necessary. Also any replaceable or disposable filters, vacuum bags etc.

6. Other tenant responsibilities

(6.1) Within seven days of receipt thereof, to send to the Landlord or his 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

(6.2) To pay for any reasonable costs or damage suffered by the Landlord or his Agent as a consequence of any breach of the agreements on the part of the Tenant in this Agreement

(6.3) Anytime during the tenancy to permit the Landlord or any person authorised by the Landlord or 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 period of notice

(6.4) 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, and has shown no intention to return, the Tenant is deemed to have surrendered the Tenancy. This means that the Landlord may take over the Property and re-let it

(6.5) 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

(6.6) Not to smoke or allow any visitors to smoke any substance inside the property and in any communal areas belonging to the property. If smoking damages are caused, charges will apply.

(6.7) Not to have any naked flames inside the property, this includes the use of candles.

(6.8) To take all reasonable and practical steps to keep the Property free from infestation by vermin. In the event of the Tenants failure to do so the Tenant shall indemnify the Landlord for all reasonable costs and expenses incurred in the taking the appropriate remedial steps and making good any damage and future treatments to eradicate the infestation

(6.9) Not to over fill Fridge/Freezers and to operate them on the correct temperature settings to avoid food going off or defrosting. Drake & Co/nor the Landlord will not be responsible for food being thrown away.

(6.10) All washing machines/dryers and dishwasher (if provided) must be cleaned on a regular basis to ensure the appliance is correctly working. This includes cleaning out all filters and using a recommended cleaning product (eg Calgon or dishwasher fluid). If we instruct a contractor and it is found to be the tenants fault they will be liable for the charge.

(6.11) It is the tenants responsibility to make sure that they have the correct contents insurance in place for their belongings

(6.12) All repairs that are required throughout the tenancy must be submitted via our online process <http://drakes.co.uk/repair-request/>

7. End of tenancy

(7.1) 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.

a) To remove all rubbish and refuse from the property internally (including cellars) and external areas, place all rubbish in the correct bins & leave no black bin bags as there will be a charge of £50per sack for removal.

b) All rooms to include bedrooms, common use rooms, halls, staircase, kitchens to be cleaned thoroughly including areas under beds,sofas,chairs etc. All internal windows to be cleaned and paintwork to be wiped down.

c) Cookers, Fridges and Freezers must be emptied, defrosted and cleaned thoroughly and doors left open to avoid black mould, failure to do so you will be liable for a further clean.

d) Bathrooms must be thoroughly cleaned with appropriate detergents ensuring discoloured areas are removed. Shower curtains if provided to be replaced with new.

(7.2) 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

(7.3) To return the keys of the Property to the Agent by **12noon** 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 Agent in securing the Property against re-entry where keys are not returned on time.

(7.4) All utility bills to be settled and paid to the appropriate bodies (we will require proof that all bills are paid upto date and paid in FULL before any deposits are returned).

(7.5) The Agent/Member should inform the Tenant as soon as is practicable at the end of the tenancy if they propose to make any deductions from the Deposit

(7.6) If there is no dispute the Deposit will be allocated according to the deductions agreed. If an agreement cannot be reached, any of the parties can refer the matter to the Tenancy Deposit Scheme for adjudication

(7.7) Where there are multiple tenants, each Tenant agrees with the other(s) that any one of them may consent on behalf of all Tenants to use alternative dispute resolution through a tenancy deposit protection scheme to deal with any dispute about the Deposit at the end of the tenancy.

8. The Landlord agrees with the Tenant that:

(8.1) The Landlord shall permit the Tenant 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 fail to pay the Rent due or be in breach of the Tenancy Agreement

(8.2) In the event that the Property is rendered uninhabitable by fire, flood or any other risk which the Landlord has insured, other than where the damage has been caused by the act or omission of the Tenant, his family or his visitors then the parties will consider this agreement as frustrated and terminated subject to the right of the Tenant to recover any rent paid in advance for the period after the termination

9. The Landlord may apply to the court to end this tenancy and re-enter the Property if:

- (a) the Tenant does not pay the Rent (or any part of it) within 14 days of the date on which it is due; or
- (b) the Tenant does not comply with the obligations set out in this Agreement; or
- (c) the Landlord was induced to grant the tenancy by a false statement
- (d) any of the Grounds specified in Schedule 2 of the Housing Act 1988 (as amended) apply to this tenancy

This termination clause operates subject to the proviso that the Landlord must obtain a court order before re-entering the Property

IMPORTANT. Only the Court can order the Tenant to give up possession of the Property

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

11. 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" 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

12. The parties agree

(12.1) 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

(12.2) 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

(12.3) 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 at the last known address of the Tenant in accordance with section 196 of the Law of Property Act 1925 (see note 5)

(12.4) Whilst the Agent shall make every effort to keep the Tenant's personal details safe and secure, it may be necessary to share such information with the Landlord and trusted third parties such as utility companies, maintenance contractors, credit and referencing agencies and debt collection companies etc. The Agent will not divulge personal contact details to any third party organisation for marketing purposes without prior approval

(12.5) By signing this tenancy agreement you consent to Drake & Co sending you any information appertaining to the agreement by email. This includes but is not limited to epc's, how to rent guide, TDS leaflet and any other pertinent information we see fit.

13. The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto

THE FIRST SCHEDULE (N.B. Clauses in this section have been individually negotiated)

Special conditions:

.....
.....

SIGNED by the LANDLORD(S) or the Landlord's Agent

SIGNED by the TENANT(S) :-

LT).....2).....

3).....4).....

5).....6).....

7).....8).....

In the presence of :-

Name

Address

Witness Signature.....

Prescribed Information

This information is prescribed under the Housing Act 2004. That means that the two parties to the Tenancy Agreement must be made aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit.

A1 Address of the Property/premises to which the tenancy relates (delete whichever does not apply)

<<cADDRESSON1>>

Details of the Deposit holder(s)

A2 Name(s) **Drake & Co Estate Agents**

A3 Actual address: 161a Dickenson Road, Rusholme, Manchester M14 5HZ

A4 E mail address: info@drakes.co.uk

A5 Telephone number: 0161224 2134

A6 Fax number (if applicable): 0161 257 3016

Details of Tenant(s)

A7 Name(s) **LT**):.....2).....
3).....4).....5).....
6).....7).....8).....

A8 Address(es) for contact after the tenancy ends (if known)

A9 Email address(es) (if applicable)

A10 Mobile number(s) (if applicable)

A11 Fax number(s) (if applicable)

Please provide the details requested in A 7-11 for each tenant and for other relevant persons

See Tenants Detail Sheets on file for Info A8 - A11

The Deposit

A12 The Deposit is £<<TYDEPFULL>>

A13 The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 30 days of the commencement of the Tenancy or the taking of the Deposit whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 30 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

A14 A leaflet entitled *What is the Tenancy Deposit Scheme?*, explaining how the Deposit is protected by the Housing Act 2004, can be found on the download page of our website www.drakes.co.uk

At the End of the Tenancy

A15 The Deposit will be released following the procedures set out in clauses 7.1 to 7.8 of the Tenancy Agreement attached/provided separately.

A16 Deductions may be made from the Deposit according to clause 2 of the Tenancy Agreement attached/provided separately . No deductions can be made from the Deposit without consent from both parties to the Tenancy Agreement.

A17 The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is summarised in *What is the Tenancy Deposit Scheme?*, which can be found detailed on the official website: www.tds.gb.com

Lead Tenant's initials..... Agent initials.....

A18 TDS are specifically excluded under Statutory Instrument from adjudicating where, despite making reasonable efforts to do so, the Landlord or the Agent are unable to contact the Tenant, or the Tenant is unable to contact the Landlord or the Agent. Under these circumstances, the Member must do the following:

- make every practical effort, over a reasonable period of time but for no longer than it would take for the ICE to resolve a dispute, to contact the (ex)-tenant/landlord using information readily available.
- determine dilapidations, rent arrears and any other prospective deductions from the Deposit as they would normally do
- allocate the Deposit, pay the party who is present as appropriate, and transfer the amount due to the absent tenant/landlord to a suitably designated "Client Suspense (bank) Account".

A19 A formal record of these activities should be made, supported by appropriate documentation.

A20 Following sufficient time (usually at least six years) having elapsed from last contact from the absent tenant/landlord the Member may then donate the amount allocated to them to a suitable registered charity – subject to an undertaking that any valid claim subsequently received by the Member from the beneficial or legal owner would be immediately met by the Member from its own resources.

A21 Should the absent tenant/landlord return within that period and seek to dispute the allocation of the Deposit, the ICE may offer to adjudicate.

The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his/her/there knowledge and belief and that the Tenant has had the opportunity to examine the information.

The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of his/her/there knowledge and belief.

Signed by the Lead Tenant:.....

on behalf of all joint tenants who have read and understand this documentation/information.

Signed by the Landlord/Agent.....

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

Tenancy Deposit Scheme

PO Box 1255

Hemel Hempstead

Herts HP1 9GN

phone 0845 226 7837

web www.tds.gb.com

email deposits@tds.gb.com

fax 01442 253193

The Dispute Service Ltd also offers a service for enabling a dispute relating to the deposit to be resolved without having to go to court.