



**Lithend Estates**

# **ASSURED SHORTHOLD TENANCY AGREEMENT**

**for letting residential dwellinghouse**

This Tenancy Agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy under Part 1 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.

( <<SPDATE>> <<SPREF>> <<TYCODE>> )

Free Street Bishop's Waltham Hampshire SO32 1EE

**Telephone** 01489 894 389 **Emergency** 07775 737 503 **Email** office@lithend-estates.co.uk **Visit** www.lithend.com

**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 as defined by the Housing Act 1988**

**Date** <<SPDATE>>

**Landlord(s)** <<LNAME>> c/o <<SPNAME>>, <<SPADD1>>, <<SPADD2>>, <<SPADD3>>, <<SPADD4>>, <<SPPSTCD>>.

**Landlord's Agent** <<SPNAME>>  
<<SPADD1>> <<SPADD2>>  
<<SPADD3>> <<SPADD4>>

Note: Any notice under Landlord and Tenant Act 1987, S48 can be served upon the Landlord at the address above.

**Tenant(s)** <<TYAGNAME>>

**Property** The dwellinghouse known as <<PADD1>> <<PADD2>> <<PADD3>> <<PADD4>>

**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>> commencing on the <<TYSTART>>

**The Rent** £<<TYRENT>> per <<TYPERWORDS>> to include all charges for utilities as specified in Schedule 2.  
<<TYUSERNT4>>

**Payment** in advance and by Direct Debit in equal <<TYPERWORDS>> payments on the <<TYRENTDAY>>

**Deposit** None

**Guarantor** Each signatory to this agreement hereby agrees to produce to the landlord within 14 days from the date of this agreement a signed undertaking from a parent or next of kin to undertake payment as per the terms of this agreement in the form required by the Landlord. The Landlord reserves the right to void this tenancy agreement should such undertaking not be received or is for whatsoever reason unacceptable to the landlord.

**Charges** A non-refundable fee of £130 per signatory to this agreement is payable. This must be paid in full by each tenant prior to the commencement of the tenancy for the keys to be released.

- 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 agrees with the Landlord:
  - (2.1) To pay the Rent on the days and in the manner specified to the Landlord's Agent
  - (2.2) To pay promptly to the authorities to whom they are due, council tax (if any) relating to the Property,
  - (2.3) Not to damage or injure the Property or make any alteration or addition to it. Any redecoration is to be made only with the prior written consent of the Landlord or his Agent



- (2.4) Not to leave the Property vacant for more than 21 consecutive days without informing the Landlord in writing and to properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended
- (2.5) To keep the interior of the Property and the Contents in good and clean condition (damage by accidental fire and reasonable wear and tear excepted) and to keep the Property at all times well and sufficiently aired and warmed during the tenancy
- (2.6) To immediately pay the Landlord or his Agent the value of replacement of any furniture or effects lost damaged or destroyed (fair wear and tear excepted) or at the option of the Landlord, replace immediately any furniture or effects lost damaged or destroyed, and not to remove or permit to be removed any furniture or effects from the Property.
- (2.7) To yield up the Property and Contents at the expiration or sooner determination of the tenancy in the same clean state or condition as they shall be in at the commencement of the tenancy.
- (2.8) Should the property be left at the end of the tenancy in an unreasonable state of cleanliness the tenant shall pay for any extra cleaning services that may reasonably be required to reinstate the Property to the same order that it was provided at the commencement of the tenancy including the washing or cleaning of all linen, bedding, carpets and curtains which shall have been soiled during the tenancy.
- (2.9) To leave the Contents at the end of the tenancy in the same places in which they were positioned at the commencement of the tenancy
- (2.10) That the Landlord or any person authorised by the Landlord or his Agent may at reasonable times of the day on giving 24 hours' notice (unless in the case of an emergency) enter the Property for the purpose of viewing, inspecting its condition and state of repair or for the purpose of repair or redecorating
- (2.11) Not to assign, or sublet, part with possession of the Property, or let any other person live at the Property. Any one person staying more than 7 nights in any one month or more than 3 consecutive nights will be deemed to live at the property.
- (2.12) 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
- (2.13) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property
- (2.14) 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 the Landlord or to the occupiers of the neighbouring premises, or which may void any insurance of the Property or cause the premiums to increase. In particular no form of portable heating may be used upon the premises without the prior permission of the Landlord in writing.
- (2.15) Not to keep any animals or birds on the Property without the Landlord's written consent such consent if granted to be revocable at will by the Landlord
- (2.16) Not to remove or injure trees or plants within the garden. (if any)
- (2.17) To notify the Landlord immediately should any damage occur to the glass in doors and windows howsoever caused.
- (2.18) 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
- (2.19) Not to use the Property for any illegal or immoral purposes
- (2.20) Within seven days of receipt thereof to send to the Landlord 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 form part) given made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority
- (2.21) To pay all reasonable fees expenses and costs (including solicitor's counsel's and surveyor's fees) incurred by the Landlord in preparing and serving a notice or schedule on the Tenant of any breach of any of the covenants on the part of the Tenant herein contained
- (2.22) To notify the Landlord promptly after any event which causes damage to the Property or which may give rise to a claim under the insurance of the Property
- (2.23) Not to glue stick or otherwise fix anything whatsoever to the exterior or interior of the Property without the Landlord's written consent
- (2.24) To take all reasonable precautions to prevent damage by frost.

- (2.25) To take all reasonable precautions to prevent damage by fire. The tenant shall
- not block in any way ventilators provided within the Property.
  - report any brown or sooty build up on any gas appliance to the Landlord or Agent.
  - shall keep closed at all times the fire doors and not wedge said doors in an open position at any time.
  - shall not dry clothes in front of or upon any heater in the property (including radiators)
- (2.26) Within the last seven months of the tenancy to permit the Landlord or any person authorised by the Landlord or prospective tenants at reasonable hours in daytime and upon reasonable notice given to enter and view the Property.
- (2.27) That the inventory for the property will be carefully checked by the tenant immediately upon receipt or within 7 days of becoming resident at the property (whichever is the later) and that any alteration required thereto will be immediately notified to the Landlord. This will be deemed to have been accepted by the Tenant after seven days of residency.
- (2.28) Not to bring onto the premises any furniture that does not comply with the Fire and Furnishings Regulations 1988 and 1993 nor to use any electrical appliances outside of the confines of the house without the use of a RCB electrical circuit breaker.
3. The Landlord agrees with the Tenant that:
- provided the Tenant shall pay the Rent and perform the agreements on his part already referred to, the Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent
  - the Landlord will return to the Tenant 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.
4. The Landlord may re-enter the Property and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord should the Rent be in arrears by more than fourteen days or if the Tenant has not complied with any obligation in this Agreement
5. The Landlord agrees to carry out any repairing obligations as required by sections 11-16 of the Landlord and Tenant Act 1985 and to maintain the garden (if applicable) to a basic standard.
6. In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:  
 "The Landlord" includes the persons for the time being entitled to the reversion expectant on determination of the tenancy  
 "The Tenant" includes the successors in title. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually
7. The parties agree:
- 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.
  - 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
  - Any notice served by the Landlord on the Tenant shall be sufficiently served if sent by standard first or second class post to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property or by email to the last email address advised by the tenant. or by SMS messaging to the last telephone number advised by the tenant.
9. The Property is let together with the special conditions listed in the First Schedule attached hereto

## THE FIRST SCHEDULE

- The Tenant shall allow the Landlord to enter the premises upon reasonable notice whether occupied or not for the sole purpose of complying with insurance inspection requirements at all reasonable times during the academic holiday periods.
- The Tenant shall allow the Landlord upon reasonable notice and at all reasonable times to enter the premises whether occupied or not on or about the last day of each calendar month for the sole purpose of reading the utility meters within the premises.
- The Tenant shall report immediately and in writing any faults that occur to the utility services and/or machinery within the house, any damage that is caused to the Premises and/or the Chattels howsoever caused and any matters that may be of concern to the Landlord.
- The Tenant shall pay to the Landlord or the Landlords agent any fees raised for the collection of rent not paid in accordance with this agreement.



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E. The Tenant hereby agrees to pay the rent by Direct Debit and shall be required to sign the bank mandate upon the signing of this agreement.

F. The tenant shall pay to the Landlord or his agent the sum of £25 for any Direct Debit or cheque payment that is returned unpaid by the Tenant's bank. The tenant shall also pay interest at a rate of 5% over prevailing bank base rate compounded daily on any monies owed to the Landlord or his agent.

G. The tenant agrees keep the landlord advised of his current email address and mobile telephone number at all times.

H. The tenant hereby agrees that within the last seven months of the tenancy the landlord may give to any prospective tenant his mobile telephone number subject to the landlord having taken reasonable precautions to ensure that the prospective tenant is genuine.

## THE SECOND SCHEDULE (UTILITIES INCLUDED IN THE RENT)

All charges for Water Rates and all charges for the consumption of Gas and Electricity used in the premises providing that said consumption is reasonable for the size of property. The tenant hereby agrees not to use upon the premises any white goods not supplied by the Landlord unless agreed by him in writing.

Should Council Tax be payable on the premises then the tenant shall pay said charge within 14 days of becoming due.

<<TYUSERNT3>>

SIGNED by the LANDLORD(S) or Landlords Agent:-

SIGNED by the TENANT(s):-

<<TYAGNAME>>

Date

(<<SPDATE>> <<SPREF>> <<TYCODE>> )