

Assured Shorthold Tenancy Agreement

This agreement is made the day of: 25 October 2018

Property: 35 Letsbe Avenue, Brighton, BN1 1EL

Landlord: Ms Caroline Sturtridge

Landlord's address: 21 Old Steine, Brighton, BN1 1EL

Tenant(s): Mr Tenant Bloggs of 5 High Street, Westbury, BN3 7BG

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 6 months commencing on 01 November 2018

Rent: £1,100 per month

Payment: In advance on the 1st of each month

Deposit: £1,200.00 to be protected by the Deposit Protection Service (DPS)

1. Definitions

The following definitions and rules of interpretation apply in this agreement:

1.1 Landlord: A reference in this agreement to the Landlord includes a reference to the person who is entitled to the immediate reversion to the Tenancy and anyone who becomes entitled, by law, to receive the rent payable under this Tenancy.

1.2 Property: A reference to the Property is to the property (or any part of the property) described above.

1.3 Tenancy: A reference in this agreement to the Tenancy is to the tenancy created by this agreement.

1.4 Tenant: A reference to the Tenant includes a reference to anyone who succeeds to or inherits this tenancy on the death of the Tenant.

2. Main Terms

2.1 The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable above.

2.2 The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to compensate the Landlord for any breach of those obligations.

3. Tenant's Obligations

3.1 To pay the rent on the days and in the manner specified in this Agreement.

3.2 To pay the administration and bank costs for any rent payment dishonoured by the Tenant.

3.3 To pay the administration costs if a Rent payment is not received and therefore needs to be chased.

3.4 To pay interest on Rent paid late calculated on a daily basis from when the Rent became due until the date of payment at 4% above The Bank of England base rate.

3.5 To pay for the following services consumed on or supplied to the Property during the Term: Electricity, Gas, Telephone, Television Licence, Internet Service, Council Tax / Rates, Water. And to do anything that may cause the disconnection of these services, and to pay the cost of any reconnection fees in this event. The Tenants information will be passed onto local authorities, utility and broadband companies and future Tenants for the purpose of confirming payment of services consumed. The tenants understand that administration costs will be due if services are put into the name of the Landlord or are disconnected.

- 3.6 Not to do damage or injure the Property or make any alteration in or addition to them including decorating or fixing items to walls without the prior written consent of the Landlord.
- 3.7 To deliver up the Property at the end of the Term in the same good and clean state of repair and condition as it was at the beginning of the Term and make good or pay for the repair of or replace all such items of the Contents as shall be broken, lost, damaged or destroyed during the tenancy (fair wear and tear and damage by accidental fire excepted).
- 3.8 To keep the Property in a clean and tidy condition and complete repair during the Term including communal areas, windows and garden not allow mail to collect in the hallway.
- 3.9 To keep the Property heated adequately in order to avoid damage by freezing conditions and to keep the property sufficiently aired to avoid damage by condensation or similar.
- 3.10 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 according to the Inventory.
- 3.11 Not to assign sublet or otherwise part with possession of the whole or part of the Property.
- 3.12 To use the Property as a single private dwelling and not to use it or any part of it for any other purpose including any illegal or immoral purposes.
- 3.13 Not to do or permit or suffer to be done in or on the Property anything which may be a nuisance or annoyance to the Landlord or the tenants or occupiers of any adjoining property or which may void any insurance of the Property or cause the premiums to increase.
- 3.14 To permit the Landlord or the Landlord's agents upon reasonable notice (24 hours) at reasonable hours (save in an emergency) to enter the Property to view the state and condition or carry out works of maintenance or repair.
- 3.15 To permit the Landlord or the Landlord's agents upon reasonable notice (24 hours) at reasonable hours to enter the Property with prospective tenants, purchasers, surveyors or local authority officers, and to take photos for marketing purposes.
- 3.16 Not to keep any animals or birds on the Property without the Landlord's written consent.
- 3.17 Not to alter or change or install any locks in or about the Property without the prior written consent of the Landlord and to inform the Landlord of any alteration is made to the code of any burglar or fire alarm.
- 3.18 To fasten all locks to all doors and windows and activate any burglar alarm whenever the Property is left unattended.
- 3.19 To forward any mail or official notice addressed to the Landlord or his agent within 7 days.
- 3.20 To notify the Landlord if the Tenant intends to leave the Property vacant for a period in excess of 28 consecutive days.
- 3.21 To give the Landlord at least one month's notice in writing when the Tenant wishes to end the Tenancy at the expiration of the term certain. To avoid confusion, one months notice cannot be given within the fixed term of this Tenancy Agreement. This is not required if the Landlord has already given the Tenant two month's notice to end the Tenancy at the expiration of the term certain.
- 3.22 To give the Landlord at least one month's notice in writing once the Tenancy has ended and continued as a periodic tenancy. To avoid confusion, one months notice cannot be given within the fixed term of this Tenancy Agreement. Should the Tenant provide less than one month's notice the Landlord reserves the right to charge the full rent for the notice period.
- 3.23 The initial fixed term tenancy may be renewed or extended by the preparation of a brand new agreement, signed by both Landlord (or his agent) and Tenant(s).
- 3.24 To return all keys for the Property to the Landlord or his agent on the last day of the tenancy and to provide forwarding addresses for all vacating tenants.
- 3.25 To provide in writing or by email details of any changes in contact details including email address and mobile phone numbers within 10 days of the change.
- 3.26 To hold, maintain for the Term and provide the Landlord or his Agent on request, a copy of insurance that the Landlord or his Agent considers adequate to protect any accidental damage caused by the Tenant to the furniture, fixtures and fittings at the Property as described in the Inventory.
- 3.27 To submit in writing details of any disagreement with the Landlords decision on deductions from the Deposit. The Tenant should detail the issue in question, provide additional information that validates the dispute and propose a resolution.

3.28 To place refuse on the street for collection on the prescribed collection day and ensure that the area used to store refuse is maintained in a clean and tidy condition.

3.29 To be responsible from the first day of term for ensuring that any appliances using gas, electricity or water are set according to the Tenants preferences.

3.30 To keep all electrical appliances and apparatus in good working order and to pay for the repair or replacement of any such item which has been misused or damaged during the term.

3.31 To perform and observe any obligation on the part of the Tenant arising under the Local Government Finance Act 1992 or regulations to pay Council Tax or any like tax from time to time in force and indemnify the Landlord against any such obligation which the Landlord may incur during the tenancy including any council tax due by reason of the Tenant's ceasing to be resident in the Property.

3.32 Within seven days of the receipt by the Tenant of any notice given under the Party Wall Act 1996 or any similar acts to give a copy to the Landlord or his agent and not to take any steps regarding the acts unless required so to do by the Landlord or his agent.

3.33 To not keep bicycles inside the Property.

3.34 To not light or use any candles, joss sticks or similar in the Property.

4. Landlord's Obligations

4.1 To pay for all assessments and outgoings in respect of the Property (other than those mentioned in 3.6 above) and keep in repair the structure and exterior of the Property and to keep in good repair and proper working order the installations for the supply of water, gas and electricity and the installation in the Property for space heating or heating water as required by Section 11 of the Landlord and Tenant Act 1985.

4.2 That the Tenant paying the Rent and performing the agreements on the part of the Tenant may quietly possess and enjoy the Property during the Term without any unlawful interruption from the Landlord or his agent.

4.3 To pay for the following services consumed on or supplied to the Property during the Term: Water.

4.4 To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the tenancy.

4.5 To confirm that all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1993).

4.6 To insure the building of, and the Landlord's contents within, the Premises under a general household policy with a reputable insurer.

5. Deposit

5.1 The Landlord will ensure that the Deposit is protected in a government authorised tenancy deposit scheme

5.2 The Deposit shall be returned to the Tenant (less any deductions properly made) within 5 working days of the end of the Tenancy, upon vacant possession of the Property and return of the keys, if the Tenant has kept to all the agreements and conditions within this Agreement.

5.3 At the end of the tenancy created by this Agreement the Deposit shall be returned to the Tenant less any deductions made by the Landlord in respect of:

5.3.1 The recovery from the Tenant of any Rent or any other money which is in arrears.

5.3.2 Any sums expended by the Landlord in the enforcement of any of the provisions of this Agreement.

5.3.3 Paying any outstanding accounts, charges or taxes the Tenant is liable for under the terms of this Agreement.

5.3.4 The cost of making good any damage to the Property and the Contents except fair wear and tear.

5.3.5 Any other monies owed by the Tenant to the Landlord.

5.4 If the Deposit shall be insufficient the Tenant shall pay to the Landlord such additional sums as shall be required to cover

all costs, charges and expenses properly due.

6. Notices and Possession

6.1 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 at the Property addressed to the Tenant.

6.2 The Landlord hereby notifies the Tenant under Section 48 of the Landlord and Tenant act 1987 that any notices (including notices in proceedings) should be served upon the Landlord at the address stated with the name of the Landlord.

6.3 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.

6.4 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.

6.5 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 if the Tenant has not complied with any obligations in this Agreement or should the Rent be in arrears by more than fourteen days (whether legally demanded or not).

7. Special Conditions

7.1 No special conditions apply in this Agreement.

Signatures

Name	Role	Signature	Date
Caroline Sturtridge	Landlord	<i>Caroline Sturtridge</i>	25 Oct 2018 16:40:32
Tenant Bloggs	Tenant	<i>Tenant Bloggs</i>	25 Oct 2018 16:44:47

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