

sample

**ASSURED SHORTHOLD TENANCY AGREEMENT**

Under part 1 of the Housing Act 1988as amended under  
part III of the Housing Act 1996

**Date:**

This agreement is between us:  
Mr & Mrs G Humphreys  
Hamel House  
Boothorpe  
Derbyshire  
De11 8BL  
**the landlord**

And you:  
Name:

Address:

**The tenant**

Landlord means the person or persons who, for the time being, own the interest in the property which gives right to the possession of it when the tenancy ends.

The words We/Us includes any party/ies engaged by the landlord to perform obligations, services and duties on their behalf.

Tenant means the person who, for the time being, is entitled to the property's room and shared facilities under the agreement.

Retainer means the non refundable sum of **£(amount)** paid to the Landlord to hold the property for the Retainer Period.

Retainer Period is the period during which tradesmen and other persons will have access without prior notice or appointment to ensure the accommodation is ready for your occupation. During this period you will not be allowed to move in unless expressly permitted by the Landlord. If such permission is granted then storage of your belongings in the property will be at your own risk and the Landlord will not accept any responsibility for any loss or damage by negligence or otherwise. It is your responsibility to ensure that adequate insurance is in place to cover any loss or damage to your belongings in the event that such concession for storage or access is made to you.

The Tenancy Period will extend from *(insert date)* to *(insert date)*  
The Retainer Period will extend from *(insert date)* to *(insert date)*  
The Tenant will occupy the property from *(insert date)* to *(insert date)*  
Rent, other than the Retainer and first rent payment, is payable monthly instalments in *(9 months)* by Standing Order as denoted below and is inclusive of Water Rates, Gas and Electricity.

**We let out Room at:**  
*(insert address of property)*

to you as well as the furniture, fixtures and household belongings that are on the inventory that you and we have signed, on the condition that a person of standing acceptable to us enters into a Guarantor Agreement in the form set out and attached in Appendix B to be executed prior to you taking occupation of the property. The amount of rent is shown above and both you and we must keep to the terms below.

Under this Agreement, the Tenant will have exclusive occupation of **ONE BEDROOM** and will share with other occupiers the use and facilities of the house in the property (including such as bathroom, toilet, kitchen and sitting room facilities as may be in the property). The Tenant will share with other occupiers of the property the Common Parts which means the steps, entrance hall, stairs and landings.

We require you to give us 7 days' notice to check in to the property. Check Ins take place between 9.00am and 5.00pm Monday to Friday.

If, at the end of the tenancy, you want to continue the tenancy and you have not already received from us two months' notice to end the tenancy, it will carry on from month to month until one of us does give that notice. Any notice must be given to expire on a rent payment day.

This agreement is an assured shorthold tenancy (as defined in Section 19A of the Housing Act 1988).

No children are allowed to live in the property without our written permission.

No animals are allowed in the property.

If you owe rent or any other money legally payable to us under the agreement, you will have to pay interest on this amount from the date that it should have been paid. The interest rate is 10% per annum. This rate may apply before, as well as after, a Court Judgement has been made against you, depending on the terms of the Court Judgement.

We will keep keys to the property.

We may remove, store, sell or otherwise dispose of any furniture or goods which you refuse or fail to remove from the property at the end of the tenancy. You shall be responsible for all reasonable costs which we may incur in this respect. We shall be entitled to deduct such costs and any monies lawfully due to us from any money realised from the disposal of such furniture or goods.

We will let out the remaining bedrooms to other Tenants who will share in the use and facilities of the Flat and the Property.

**B You must do the following:**

1	Pay rent on the dates and in the way we have agreed.
2	Pay the actual costs to us of sending reminder letters. These will be £25 for each reminder.
3	Pay the actual costs to us of dealing with the administration involved in any cheque or Standing Order that does not clear. These will be £25 each time.
4	At the end of the period of this tenancy you will be required to attend a check-out inspection with us or our Agents with a view to reaching agreement as to what, if any, charges for loss and damage caused we shall be entitled to make.
5	Keep the inside of the Room and, jointly and severally with the other Tenants of the Flat, the shared facilities in the Flat and jointly and severally with the other Tenants of the property the Common Parts of the property in at least as good a condition as it was when the tenancy started (fair wear and tear excepted). Also, at the end of the tenancy you must leave all furniture, fixtures and household belongings in the rooms or places they were in at the beginning of the tenancy.
6	<p>Organise and pay for the repair of any damage that you have done deliberately or that was caused by the neglect or carelessness of you or anyone visiting you at the property to the Room, the Flat or the Common Parts. This includes replacing any broken glass in windows and repairing or replacing any damaged fittings, installations, furniture and household belongings. If you do not organise and pay for the damage of such within a reasonable period of time, depending on the repairs that need to be done, we may then enter the property and carry out the work. You will have to pay us for any additional cost of our time.</p> <p>If there is no evidence to the contrary, the cost of repairing any damage shall be apportioned as if:</p> <ul style="list-style-type: none"><li>a) the Tenant caused the damage to the Room;</li><li>b) all the Tenants of the Flat caused the damage to the shared facilities in the Flat; and</li><li>c) all of the Tenants entitled to use the Common Parts of the property caused the damage to the Common Parts of the property.</li></ul>
7	<ul style="list-style-type: none"><li>a) Purchase at your own expense the appropriate television broadcast receiving licence in respect of any television set you use in the property, whether belonging to the Landlord, a Hire Company or you.</li><li>b) Provide us with your Council Tax Student Certificate of Exemption upon signing this agreement.</li><li>c) Pay for and replace all light bulbs, batteries and electrical fuses which become defective.</li></ul>
8	Make sure the property is not damaged by fire.
9	Take reasonable precautions to prevent frost or similar damage to the property. If the property is going to be empty overnight or for more than 12 hours when the weather is likely to be cold, you must leave enough heating on to prevent the water system freezing, or turn off the water supply at the main stopcock and open all other water taps and valves in the property to drain the tanks of hot and cold water.
10	Whenever you leave the property unattended, you must lock all doors, shut and secure all windows and put the burglar alarm on (if any). You should tell us if the property is going to be empty for more than seven consecutive days.

<b>11</b>	If you give us notice that you are going to leave the property before this agreement has ended, you must pay our reasonable costs for reletting the property as well as paying the rent until a new tenant, acceptable to us, moves in.
<b>12</b>	Upon 24 hour's notice allow us or our Agents to come into the property to monthly inspect the condition of the property, to carry out repairs or to do other work which we must carry out by law. We will enter the property immediately if there is an emergency. Any Notice pursuant to this Clause may be sent by email at the email address last known to us and will be deemed to have been received on the day it was sent even if returned undeliverable.
<b>13</b>	Tell us within seven days about any repairs or faults you discover in the structure or outside of the property, in any installations, fittings, furniture and household belongings.
<b>14</b>	Tell us within seven days following receipt of any Statutory Notice regarding the property.
<b>15</b>	Tell us immediately in the event of loss or damage to the property by fire, burst pipe, flood, storm, theft, impact or other cause giving full details as to how the loss or damage occurred.
<b>16</b>	Pay the reasonable costs for replacing locks if you fail to return any key.
<b>17</b>	Pay £10 for each replacement key
<b>18</b>	Allow possible new tenants and prospective purchasers to look at the property during the period of the tenancy. Any Notice pursuant to this Clause may be sent by email at the email address last known to us and will be deemed to have been received on the day it was sent even if returned undeliverable.
<b>19</b>	Be individually responsible for paying all the rent you have to pay under this agreement, reimburse the landlord for any payment of Council Tax which applies to the property during the period of the tenancy, and keep to all the terms of this agreement.
<b>20</b>	Keep your Room and the common areas of the Flat and the property in a clean condition and not allow rubbish to accumulate inside or outside. If the property is found to be in a consistently unclean state, cleaners will be let in to rectify this, the cost of which will be charged to you.
<b>21</b>	Tell us if disinfection or fumigation is required as a result of any infection or contagious illness, infestation of rats, mice, fleas, insects and the like in the property at any time following 14 days after the start of the tenancy. You will be responsible for the cost of any action taken, and also for the cost of redecoration where necessary and for the cost of replacement of any articles which require to be destroyed as a result of the infection, infestation or contagion.
<b>22</b>	Insure your own contents and personal effects, and you agree not to claim against us/our Insurers should any washing machine, tumble dryer, dishwasher, refrigerator or freezer servicing the property cause damage. Defrost the fridge and freezer when necessary. You will be responsible for the reasonable cost of making good any damage that is caused because you have not done this.
<b>23</b>	Be responsible for looking after the garden (if any). It must be kept tidy and properly cultivated with any grass cut regularly, but you do not have to improve the garden.

<b>24</b>	At the end of the tenancy, leave the property, internal decorations and our furniture, fixtures and household belongings in as good a condition as at the start of the tenancy (fair wear and tear excepted) and free from rubbish. Pay for the washing of all household linen, cleaning of all window dressings and floor coverings which may have been soiled during the tenancy and which at termination of the tenancy may require to be cleaned.
<b>25</b>	Pay our actual costs for any amendment required to this document instigated by you. These will be £25 for each document.

**You must not do the following:**

<b>1</b>	Alter or add anything to the outside or structure of the property, or the furniture, fixtures and household belongings that are on the inventory that you and we signed. You must not bring into the property any furniture, fixtures or household belongings which do not meet the Furniture and Furnishings (Fire) (Safety) Regulations. You can get information about these Regulations from your Local Trading Standards Office.
<b>2</b>	Cause any noise which if made within the Room, can be heard outside the Room or, if made within the shared facilities of the Flat or the Common Parts of the property, can be heard outside those shared facilities and Common Parts.
<b>3</b>	Anything which may be a nuisance or annoy neighbours. You must not play any radio, CD, record player, television or musical instrument in a way that will cause a nuisance, annoy the neighbours or be heard outside your Room and House between 11pm and 7.30am.
<b>4</b>	Bring bicycles or motor cycles into the property without our written permission.
<b>5</b>	Bring any furniture into the property without our written permission.
<b>6</b>	Hang pictures or posters on the walls without our written permission. Use Blu-Tack or any similar type of adhesive on the walls without our written permission.
<b>7</b>	Sublet the property or any part of it, or give up the property or any part of it to someone else.
<b>8</b>	Transfer the tenancy to someone else without our written permission.
<b>9</b>	Carry on any profession, trade or business in the property.
<b>10</b>	Display or fix any notice board, sign, advert, notice or poster on any portion or part of the property
<b>11</b>	Use the property as anything other than a home.
<b>12</b>	Block, or allow guests to obstruct, any of the shared areas.
<b>13</b>	Dry washing inside the property, except in a ventilated room suitable for such purposes
<b>14</b>	Tamper with any fire precautions or burglar alarm.
<b>15</b>	Use any paraffin or portable gas heater. Or portable electric heaters
<b>16</b>	Smoke or allow smoking within the property or its curtilage
<b>17</b>	Keep or use drugs, the possession or use of which is prohibited by Statute
<b>18</b>	Use the Room or the Flat for any improper or immoral or illegal purpose.

**We agree to do the following:**

<b>1</b>	Keep the property insured against fire, lightning, explosion, earthquake, riot, civil commotion, malicious damage, storm, flood, impact, collision, subsidence, heave, landslip, falling trees, burst pipes, theft, attempted theft and accidental damage to
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	underground services, as long as insurance cover is available.
2	Let you have free access to the steps, entrance hall, stairs and all shared areas and keep these lit and in good condition.
3	Be responsible for servicing and maintaining any gas heating system and making sure that all gas appliances within the property are checked by a British Gas or Corgi Registered Technician every year, in line with the Gas Safety (Installation and Use) Regulations 1994.
4	Be responsible for making sure that any furniture we provide keeps to the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).
5	Give you back any part of the rent that you have paid for any period that the property could not be lived in because of fire or any other danger that we are insured for. Keep the structure and outside of the property in good repair.
6	Keep the gas, water, electricity, heating and water-heating installations in good repair and proper working order except for light bulbs, batteries and electrical fuses.
7	Keep the furniture, fixtures and household belongings that are on the inventory in good working order except in the case of tenant negligence/damage in which case the cost of repair/replacement will be your responsibility.

#### Disclaimer

To the extent permitted by law, The Landlord neither excepts liability arising from negligence, or any error or inaccuracy to any individual arising out of, or subsequent to, the Tenancy having been established, nor for any resulting damage, loss, expenses or claim. Moreover, the landlord does not endorse any potential Tenant, or grant any warranty, expressed or implied, so far as the Tenant's character or credit worthiness are concerned.

#### Miscellaneous

	We hereby give notice to you that possession of the premises may be recovered under the Grounds 1 to 17 inclusive listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 (which are enclosed as Appendix A) and upon signing this Agreement you acknowledge that you have received such notice.
	If we need to serve any notice on you, we will deliver it by hand or send it to you by first-class post to the property address, save those notices pursuant to Clauses 12 and 19. This means that notices are served on you once they are put through your letterbox, even if you do not receive them because you have moved. If you give us another address to send notices to, any notice will be validly served at that address, if it is posted by first-class post or left at that address. If you need to serve any notice on us, for the purpose of Sections 47 and 48 of the Landlord and Tenant Act 1987, it must be delivered by hand or sent by post to the following address: Hamel House, Boothorpe Derbyshire De11 8BL
	Colourbox Propertiess is the trading name for G D & S E Humphreys Of : Hamel House, Boothorpe Derbyshire De11 8BL

**Appendix A accompanies this Tenancy Agreement.**

**Special Conditions applying to this tenancy are:**

	The provision of any no cost access to the internet and/or digital television is done so as a gesture and as a result is not a condition of the tenancy. The landlord reserves the right to remove the provision at will.
	The following item/s is/are in situ as a gesture without warranty as to efficacy and without liability for any loss, damage, expense or injurious results by negligence or otherwise. The item/s is/are not a condition of the tenancy and should it/they breakdown it/they will not be repaired or replaced and there will be no reduction in the rent charged to reflect this. You must pay for the repair of any damage to the item/s that you have done deliberately or that was caused by the neglect or carelessness of you or anyone else living in or visiting the property. If the item/s are lost by howsoever means you agree to pay for its/their replacement.


**Our Signature:**

**Date:**

**Your Signature:**

**Date:**

**Witness' Signature:**

**Signature:**

**Name:**

**Address:**

**Occupation:**

**Date:**