

# ASSURED SHORTHOLD TENANCY AGREEMENT

for letting residential dwellinghouse

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## 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. 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.
3. A Notice of Assured Shorthold Tenancy need no longer be served on the Tenant for new tenancies created on or after February 28 1997.
4. Section 11, Landlord and Tenant Act 1985 – these obligations require the Landlord to keep in repair the structure and exterior of the Property 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 or 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

## Note 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.
- ◆ If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

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 Act 1988 as amended by the Housing Act 1996

Date: \_\_\_\_\_

Landlord(s): **Millennium Investments 2000 Ltd**

Landlord's Agent: **MILLENNIUM INVESTMENTS 2000 Ltd**

**Forest Road House**

**Forest Road**

**Colchester**

**Essex**

**CO4 3XA**

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

Tenant(s): \_\_\_\_\_

Property: **The dwellinghouse known as:**

\_\_\_\_\_, **Forest Road House, Forest Road, Colchester CO4 3XA**

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 eleven months**

commencing on \_\_\_\_\_

Rent: \_\_\_\_\_

Payment: **in advance by 1<sup>st</sup> September 2010, 15<sup>th</sup> January 2010 and 23 April 2010 respectively**

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 and outgoings (including water and sewerage charges, gas, electric, light and telephone (if any) relating to the Property), 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 prior to changing supplier for any of the utility services (i.e. gas, electricity, water etc.)
  - (2.3) Not to damage or injure the Property and Contents 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 28 consecutive days 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 and complete repair (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 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) To pay for any cleaning services that may 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 approximately 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, maintenance or repainting
- (2.11) Not to assign, or sublet, part with possession of the Property, or let any other person 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
- (2.15) Not to keep any animals or birds or other living creature on the Property without the Landlord's written consent such consent if granted to be revocable at any time on reasonable grounds by the Landlord
- (2.16) To keep the gardens (if any) including all driveways, pathways, lawns, hedges and rockeries neat tidy and properly tended at all times and not remove any trees or plants
- (2.17) To replace all broken glass in doors and windows damaged during the tenancy
- (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 forms 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 and compensate the Landlord fully for any reasonable costs expense loss or damage incurred or suffered by the Landlord as a consequence of any breach of the agreements on the part of the Tenant in this Agreement and to indemnify the Landlord from, and against, all actions claims and liabilities in that respect including (but not limited to ) possession proceedings
- (2.22) To notify the Landlord promptly of any disrepair, damage or defect in the Property or of 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) Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the restrictions in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached.
- (2.26) 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
- (2.27) To keep the drains free from obstruction and the chimneys swept as often as necessary
- (2.28) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent
- (2.29) 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
- (2.30) Within the last two months of the tenancy 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
- (2.31) That where the Property is left unoccupied, without prior notice in writing to the Landlord or Agent, for more than 28 days and the Rent for this period is unpaid, the Tenant is deemed to have surrendered the Tenancy. This means that the Landlord may take over the Property and re-let it
- (2.32) 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 also agrees to pay for any reasonable charges incurred by the Agent in securing the Property against re-entry where keys are not returned
- (2.33) Millennium Investments 2000 Ltd reserves the right to impose a reasonable penalty as it sees fit against any student whose action and behavior causes concern for health and safety of other students
- (2.34) That the tenant will pay the charge of £25 if the Alarm is set off falsely
- (2.35) That the tenant will pay the charge of £10 if any payment by cheque bounces
- (2.36) That the tenant will pay the charge of £10 in the event of Locking themselves out (Outside office hours)
- (2.37) That the tenant will pay the charge of £5 to Replace a Lost key
- (2.38) That the tenant will pay the charge of £5 to Replace a Lost security card
- (2.39) That if paying rent after the due date the Tenant will pay a late payment charge of £25
- (2.40) That in the event of a cancellation of the tenancy being granted by the landlord the tenant's deposit is non-refundable
- (2.41) The landlord will make an administration charge of £15 on each occasion it has to chase the Tenant by letter of any outstanding rent
- (2.42) Tenants wishing to pay rent on a monthly basis as opposed to paying at the beginning of each term may do so with the consent of the Landlord and upon paying the Landlord's administration fee of £55
- (2.43) Under no circumstances shall Heating equipment of any type be brought into and used in any rooms

- (2.44) No naked flames or other flammable materials shall be brought into or used in any of the rooms. There shall be no smoking in any rooms other than those designated specially for smoking. In those rooms designated for smoking, no smoking shall be allowed one hour before the monthly room inspections by the Landlord at the times and on the dates designated by the Landlord. Please note the use of oil burners candles, joss sticks or other similar paraphernalia is included within the paragraph and are prohibited
- (2.45) The tenant is prohibited from bringing into or using any fridge, freezer or cooking apparatus in the room other than as provided by the Landlord
3. The Landlord agrees with the Tenant that:
- (3.1) 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
- (3.2) 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. By obtaining a court order, 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 obligation in this Agreement or should the Rent be in arrears by more than fourteen days whether formally demanded or not
5. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 (see note 4)
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:
- (7.1) 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.
- (7.2) 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 in accordance with section 196 of the Law of Property Act 1925 (see note 5)
8. The Tenant irrevocably authorizes the Local Authority, Benefit Office, Post Office and the relevant utility companies (including electricity, gas, water, and telephone) to discuss and disclose to the Landlord or Agent all financial and other information relating to the Property or any associated housing benefit claim. This authority shall extend to disclosure of the Tenant's whereabouts if the Tenant has left the Property with rent or other monies owing.
9. Millenium Investments 2000 Ltd reserves the right to impose a reasonable penalty as it sees fit with regards to residents whose behavior has caused concern of health and safety of other residents.
10. The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto

**THE FIRST SCHEDULE** *(attach a separate sheet if necessary)*

**Special conditions:**

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

(or the Landlord's Agent)

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**In the presence of :-**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Occupation: \_\_\_\_\_

Witness Signature \_\_\_\_\_

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

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**In the presence of :-**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Occupation: \_\_\_\_\_

Witness Signature \_\_\_\_\_