

Sample Tenancy Agreement


Below is a sample of the Assured Shorthold Tenancy Agreement that you will be asked to sign at the start of your tenancy.

If you have any queries with regard to any of the clauses in the Assured Shorthold Tenancy, then please contact us.

The final version of your Assured Shorthold Tenancy Agreement will be sent to you prior to your move in date and we will require signature of this by all parties before commencement of the tenancy.



Austerberry™

The Best Move You'll Make 

Fully Managed Assured Shorthold Tenancy Agreement

TENANCY AGREEMENT

This Agreement contains the terms, conditions and obligations of the Tenancy and the things which the Landlord and the Tenant agree to do or not to do during the Tenancy.

Once signed and dated, this Agreement will be legally binding and may be enforced by a Court. You should read it carefully to make sure it contains everything that you want and nothing that you do not wish to agree to. If either party is in any doubt as to the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

Date: XXXXXXX

The Landlord(s):

Landlord Name:
Landlord Address:

("the Landlord")

The Tenant(s):

Tenant Name:
Tenant Address:
Phone:
Email:

("the Tenant")

The Landlord and the Tenant agree to the letting of the Property for the Term at the Rent and under the conditions outlined in this Agreement.

The Property:

Excluding/Including: *If applicable please see additional clause(s) for more details*

("the Property")

The Term:

The Tenancy shall be for a period of 6 Months to start on and include the XXXXXXX and to end on and include XXXXXXX, and thereafter from Rental Period to Rental Period.

("the Term")

The Rental Period:

Every month commencing on the first day of the Term stated above.

("the Rental Period")

The Rent:

XXXXXXX per month.

The first month's rent in the sum of XXXXXXX shall be payable in advance on or before the XXXXXXX. Thereafter rent will be payable in advance at a rate of XXXXXXX per month.

Full details can be found in the Payment Schedule attached to this document.

Should the tenancy continue or renew, rent will be due in advance from XXXXXXX at the same recurring frequency, unless otherwise agreed with both parties.

("the Rent")

Unless otherwise stated all rental payments should be made by Standing Order to the Landlord's Agent's bank as follows

Name:
Sort Code:
Account Number:
Payment Reference:

The Deposit:

XXXXXXX to be held by the Deposit Protection Service (“DPS”) and placed within the nominated Deposit Protection Scheme as Stakeholder. At the end of the Tenancy, the Deposit Protection Service (“DPS”) shall return the Deposit to the Tenant subject to the possible deductions set out in this Agreement.

(“the Deposit”)

The Guarantor(s):

Guarantor Name:

Guarantor Address:

(“the Guarantor”)

SAMPLE

DEFINITIONS

The Landlord

The person or persons owning an interest in the Property which gives the right to possession of it when this Tenancy ends and anyone who later owns the Property.

The Tenant

The person or persons entitled to possession of the Property under this Agreement.

The Lead Tenant (if applicable)

Means (i) in the case of joint tenants, one of their number who has been nominated to act on their behalf in relation to the Deposit; and (ii) where applicable, the person nominated to act on behalf of the Tenant and the Relevant Person.

The Guarantor (if applicable)

The person who undertakes to be jointly and severally liable with the Tenant to pay all rent and any debt arising from any breach or default of the Tenant obligations contained in this Agreement until all debt is paid in full whether or not the Landlord elects to pursue the Tenant.

The Landlord's Agent

Austerberry Estate Agents, Austerberry, 4 Edensor Road, Stoke-on-Trent, ST3 2NU or any person or company who later takes over the rights and obligations of the Landlord's Agent.

The Property

The Property which have been agreed to be let including any parts of the exterior forming part of the let (e.g. gardens, paths, fences, boundaries or outbuildings). Where the Property is a flat or forms only part of a building, the letting includes the use, with others, of communal access ways, gardens and other similar facilities to which the Landlord is entitled under the terms of his Lease.

The Head Lease (if applicable)

The Lease under which the Landlord holds the Property. The obligations set out in the Head Lease will bind the Tenant provided the Tenant has been given notice of them.

The Contents

The Landlord's furniture, furnishings, fixtures, fittings and effects including sanitary ware, floor ceiling and wall coverings, decorative features, white goods and other equipment specified in the Inventory.

The Inventory of Contents and Schedule of Condition

The Inventory of Contents and Schedule of Condition means the document prepared by the Landlord, the Landlord's Agent or an inventory clerk detailing the Contents, the decor and condition of the Property generally. The Inventory may be relied upon at the end of the Tenancy in assessing damage or compensation for damage (over and above fair wear and tear) and so should be checked carefully at the start of the Tenancy.

The Deposit

The sum paid by the Tenant to the Landlord's Agent in a Stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms of this Agreement.

The Relevant Person (if applicable)

Any person or company paying the Deposit on behalf of the Tenant, e.g. the local authority, a parent or Guarantor.

Permitted Occupier (if applicable)

Any person, that is not named as a tenant, but has the permission of the Landlord to reside at the property. They have no legal rights to the property and have no responsibility for the payment of rent.

Fair wear and tear

Loss, damage or depreciation that naturally and inevitably occurs from reasonable and ordinary use or exposure or ageing.

Emergency

Where there is a risk of damage to the fabric of the Property or to life.

The Term

The length of the letting agreed in this Agreement including any extension or continuation or any statutory periodic tenancy arising after expiry of the original Term.

Joint & Several Liability

If the Tenant consists of more than one person, their actions and obligations under this Agreement shall be joint and several in all respects which means that each Tenant is wholly responsible for all Tenant obligations and sums due under this Agreement, not just a proportionate part. It also means that the Guarantor (if applicable) will be liable with the Tenant to pay all rent and any debt arising from any breach of this Agreement until all debt is paid in full.

Interpretation

Words importing the singular number include the plural number and vice versa. Words importing the masculine gender only include the feminine gender and vice versa.

Working day means any day excluding a Saturday, Sunday or a Bank Holiday.

The Tenant and the Landlord agree that the laws of England and Wales shall apply to this Agreement.

1. TENANT OBLIGATIONS

The Tenant agrees with the Landlord that throughout the Term the Tenant will:

1.1 General

- i. Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing.
- ii. To be responsible and liable for all the obligations under this Agreement as joint and several Tenant if the Tenant forms more than one person, as explained in the definitions.

1.2 Pay Rent

- i. Pay the Rent and any other sums due to the Landlord's Agent in the manner set out in this Agreement, whether formally demanded or not.

1.3 Pay Interest

Pay interest on any amounts of Rent due and in arrears by in excess of 14 days at the rate of 3% above the Bank of England annual base rate calculated on a day to day basis from the date that the same shall become due until payment in full is made.

1.4 Pay for Council Tax

Unless the Rent is expressed as being inclusive of council tax, to pay the council tax (or any similar charge which replaces it) in respect of the Property either directly to the local authority, or by paying that sum to the Landlord, or the Landlord's Agent, where the Landlord, or the Landlord's Agent, has paid that sum to the local authority (whether legally required to do so or not) within 14 days of receiving a written request for such monies.

1.5 Pay for Utilities

To pay all charges falling due for the following services used during the Tenancy and to pay the proportion of any standing charge for those services which reflects the Term of the Tenancy:

- Council Tax
- Water
- Gas
- Electricity
- Telephone
- Broadband
- Satellite Television
- Cable Television
- TV Licence

1.6 Care for Property

Not cause or allow any damage or loss to the Property or Contents, fair wear and tear excepted, and use the Property and Contents in a proper and tenant-like manner.

The Tenant is liable to change, replace or renew at his/her own cost all light bulbs, batteries, and extractor fan filters, and dishwasher and water softener salt.

To inform the Landlord or the Landlord's Agent immediately in writing when it comes to the notice of the Tenant of any repairs or other matters falling within the Landlord's obligations to repair the Property.

1.7 Replace Broken Glass

Promptly replace all cracked or broken glass with the same quality glass, where the crack or breakage is caused as a result of any action or misuse or negligence of the Tenant, a third party, any family or visitors whether invited or not.

1.8 Smoke Detectors and Carbon Monoxide Detector

Ensure that all smoke and carbon monoxide detectors are kept in good working order by ensuring that they are kept free from obstruction, tested regularly and replacing batteries when necessary.

1.9 Good Repair

Keep the Contents including all electrical gas and other appliances equipment and apparatus in good repair and condition, fair wear and tear excepted.

Take care not to cause an overload of the electrical circuits by the inappropriate use of multi-socket electrical adaptors or extension cables when connecting appliances to the mains electric system.

1.10 Preserve Interior Condition

- i. Keep the Property and the Contents in good order and in a clean condition as at the commencement of the Tenancy, fair wear and tear excepted.
- ii. Permit the Landlord or Landlord's Agent to give the Tenant notice in writing of any necessary works of repair, cleaning, restoration, or replacement which is the obligation of the Tenant to be undertaken within a reasonable time agreed between the Tenant and the Landlord or the Landlord's Agent.

1.11 Clean Windows

Clean the inside and outside of the easily accessible windows regularly and at the end of the Term.

1.12 Prevent Obstructions

At all times take all reasonable precautions not to cause blockage to the drains and pipes in or about the Property and keep gutters gullies and downpipes free of debris. In the event that a blockage is caused as a result of misuse or negligence of the Tenant, his/her family or visitors, the Tenant shall be liable to clear, or arrange the clearance of, the blockage or debris.

1.13 Protect from Freezing

At all times, to ensure that all reasonable precautions are taken to protect the Property against freezing and burst pipes, provided the pipes and other installations are kept adequately insulated by the Landlord. To reimburse the Landlord in respect of any damage caused to the Property as a result of frozen or burst pipes due to the Tenant failing to take reasonable precautions.

1.14 Keep Ventilated

Keep the Property adequately ventilated and make good use of extractor fans (where provided) so as to reduce the occurrence of condensation and wipe away any occurring condensation to prevent any resultant mould and damage to the Property and the Contents.

1.15 Chimneys and Flues (if applicable)

If the Tenant uses any fireplace or chimney in the Property, to have the chimneys and flues swept and kept in a clean condition. If the Tenant fails to comply with this clause and this constitutes a loss to the Landlord, the Landlord may seek to recoup this loss from the Deposit.

1.16 Fuel Storage

Any coal/logs stored at the Property must be stored in an appropriate and suitable receptacle in such place as will not cause damage to the Property or the Contents.

1.17 Prevent Infestation

Not keep any refuse or rubbish in the Property and regularly dispose of same in a suitable receptacle to maintain acceptable levels of hygiene and prevent outbreaks of any infestations of pests or disease. In the event of an infestation, to clean, arrange, or compensate the Landlord for the cleaning of the Property with de-infestation cleaner to a professional standard at the end of the Tenancy if de-infestation is necessary.

1.18 Maintain Gardens

Keep any gardens and grounds including any pond, terrace or patio included in the Property in a neat, unobstructed and tidy condition and free from litter and weeds. Keep the grass cut and reasonably maintain any lawns, trees and shrubs in a proper manner as seasonally required. Not to cut down or remove any trees, shrubs or plants (other than annual plants) or otherwise alter the existing design content or layout of the said garden or grounds without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld.

1.19 Not Alter Property

Not alter or in any way interfere with the construction or arrangement of the Property. Not to carry out any redecoration or make any alteration in or addition to the exterior or interior of the Property without the previous

consent in writing of the Landlord or the Landlord's Agent which will not be unreasonably withheld.

1.20 Not Remove Contents

Not remove or allow the removal of the Contents from the Property or store the Contents in any way which may lead to the condition of the Contents to be damaged or deteriorate at a quicker pace than they would if they remained in the places recorded in the Inventory.

1.21 Not Affix Items to Walls

Not to hang pictures other than with a reasonable number of commercially available picture hooks or fastenings without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld.

1.22 Not Post Signs

Not to display or allow to be displayed any notice, sign, banner or placard visible from outside the Property without the prior written consent of the Landlord or the Landlord's Agent, which will not be unreasonably withheld or delayed. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any consent previously given.

1.23 Not Affix or Erect Aerial or Satellite Dish

Where not already provided or available at the Property, not to affix or erect outside the Property any television or radio aerial or satellite dish or install any cable television or cable telephone without the prior written consent of the Landlord, which will not be unreasonably withheld or delayed but may be subject to conditions. Where granted such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any consent previously given.

1.24 Pets

The Tenant agrees not to keep any animals or birds (whether domestic or otherwise) in the Property without the Landlord's prior written consent which will not be unreasonably withheld or delayed.

1.25 Smoking Prohibition

Not to smoke or allow any other person to smoke any cigarettes cigars pipes or other form of tobacco or other substance within the Property without the prior written consent of the Landlord. Where granted such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any consent previously given. In the event of any breach of this clause then the Tenant shall pay such costs to the Landlord for making good any resultant staining, discolouration, burn marks or odour present at the Property at the end of the Term.

1.26 Changing Locks

- i. Not alter, change or install any locks on any doors or windows in or about the Property or have any additional keys or remote control devices made, except in the case of an Emergency, without the prior written consent of the Landlord, which will not be unreasonably withheld or delayed.
- ii. Where consent to change locks is granted, one set of the new keys must immediately be made available to the Landlord and at the end of the Term the Tenant must provide the same number of sets of keys, fobs and other devices for the new locks as were provided by the Landlord at the commencement of the Term.
- iii. Where any keys the Tenant is responsible for are either lost or stolen, the Tenant shall be liable for the cost of having the relevant lock/s changed for the Property, one set of the new keys must immediately be made available to the Landlord or the Landlord's Agent and at the end of the Term.

1.27 Use of Burglar Alarm (if applicable)

- i. Take every precaution to ensure the correct use of the burglar alarm system to the Property and pay any call out charge or costs for the repair or for re-setting of the system necessary as a result of misuse or negligence by the Tenant, his/her family or visitors.
- ii. Not change any burglar alarm code without the prior written consent of the Landlord, which will not be unreasonably withheld or delayed. Where such consent is granted the Tenant will promptly provide the Landlord or the Landlord's Agent with the details of the new code.

1.28 Secure Property

- i. Not leave the Property unattended or unoccupied for any period whatsoever without locking and securing all deadlocks and other locks and bolts fitted to the doors and windows permitting access to the Property and ensuring the burglar alarm (if any) is activated.

1.29 Notify & Action if Unoccupied

- i. Not leave the Property vacant, unattended or unoccupied for a period of more than 28 consecutive days without first giving reasonable notice to the Landlord or the Landlord's Agent of the intention to do so.
- ii. After leaving the Property unattended for any period of 7 days or more, to flush through the water systems by running all taps and showers for 20 minutes and by flushing all toilets to reduce the risk from exposure to legionella bacteria.

1.30 Landlord's Insurance

Not do, permit to be done, or fail to do anything that may render void or invalidate any policy of insurance on the Property or the Contents nor anything that may cause an increased premium to be payable, provided that a copy of the relevant sections of the policy has been given to or shown to the Tenant at the start of the Term or within a reasonable time thereafter. To pay the Landlord all reasonable sums paid by the Landlord for any increase in premiums and all reasonable expenses incurred by the Landlord incurred as a result of a failure by the Tenant, his/her family or visitors to comply with this clause.

1.31 Tenant's Personal Possessions

For the avoidance of doubt, there is no cover provided by any insurance policy maintained by the Landlord for any personal possessions introduced into the Property by the Tenant. The Tenant is strongly advised to insure his/her own belongings with a reputable insurer.

1.32 Permit Access

Permit the Landlord or anyone with the authority of the Landlord at reasonable hours by no less than 24 hours prior written notice (save in the case of an Emergency) to enter the Property to view the state and condition thereof or to undertake any necessary repairs in compliance with obligations placed on the Landlord by law, or other necessary repairs or redecoration of the Property or require access to effect work to a neighbouring property or boundary divide. Should the Tenant agree that the Landlord, Agent or authorised contractor can have access relating to any of the above mentioned circumstances with the Landlord or anyone with the authority of the Landlord and access is denied/not possible due to the Tenant refusing or restricting access, The Tenant will be responsible for default costs incurred by the Landlord associated with this breach.

1.33 Permit Viewing

Permit the Landlord or the Landlord's Agent or anyone with the authority of the Landlord or the Landlord's Agent by reasonable prior appointment to show the Property:

- i. To potential tenants or purchasers during the last two months of the Tenancy or other period of notice;
- ii. To potential purchasers in the event of the Landlord wishing to sell or otherwise deal with the reversion of the Property with the benefit of the Tenancy at any time during the Tenancy.

1.34 Permit Notices

Permit the Landlord or the Landlord's Agent to affix a notice of re-letting or selling on the Property during the last two months of the Tenancy or other period of notice, or a notice of selling in the event of the Landlord wishing to sell the Property with the benefit of the Tenancy at any time during the Tenancy.

1.35 Take Remedial Action

In an Emergency to take appropriate reasonable remedial action to prevent further damage to the Property and give immediate notice to the Landlord or the Landlord's Agent.

1.36 Give Notice of Defects

Notify the Landlord or the Landlord's Agent immediately in writing upon becoming aware of:

- i. Any damage, defect or want of repair of any nature affecting the Property or any of the Contents, whether or not caused by any act, default or neglect of the Tenant, or any invitee of the Tenant;
- ii. Any burglary or attempted burglary upon the Property.

And the Tenant shall be liable for all reasonable consequential excess loss and expense arising from any failure to give such notice.

1.37 Forward Correspondence

Pass to the Landlord or the Landlord's Agent as soon as is reasonably practicable following receipt, any notice or other communication left on or delivered or posted to the Property that are addressed to the Landlord with the exception of obvious circulars or marketing material.

1.38 Leasehold (Head Lease) or Freehold Covenants and Restrictions

Where applicable and provided that prior to the signing of this Agreement the Tenant is notified in writing or given a copy of the relevant documents, the Tenant agrees to observe and not breach or contravene any terms in the Head Lease or any Deed under which the Landlord holds the Property.

The Tenant will comply with all and any new regulations relating to the building which may be introduced from time to time and which are notified to the Tenant in writing and protect the Landlord from loss arising from any claim in respect of any breach or non-observance of same.

1.39 Deed of Covenant (if applicable)

If requested and at the Landlord's expense the Tenant will enter into a Deed of Covenant or such other Deed as the superior landlords may reasonably require.

1.40 Communal Areas (if applicable)

Not to obstruct any common passageways, hallways and staircases nor keep or store or place any item or package or bicycle or pushchair in any communal area of the Property.

Not to hang or permit to be hung or exposed any clothes or other articles in any communal or shared garden or upon the exterior of the Property except where expressly permitted by the Landlord in writing.

1.41 Not Assign or Sublet

- i. Not to assign this Agreement without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld or delayed. Where the Landlord grants consent this may be subject to reasonable conditions and the Tenant will be liable for the reasonable fees and expenses incurred by the Landlord in granting such consent or arranging such assignment.
- ii. Not to mortgage or charge the benefit of this Agreement;
- iii. Not to take in or receive paying guests or lodgers without the prior written consent of the Landlord.
- iv. Not sub-let, part with or share possession or occupation of the Property or any part of the Property with any person not named as Tenant in this Agreement without the prior written consent of the Landlord or the Landlord's Agent, which will not be unreasonably withheld or delayed. Where granted, the Landlord may impose reasonable conditions of consent and the Tenant will be liable for the reasonable expenses incurred by the Landlord in granting such consent.

1.42 Not Cause Nuisance

Not use the Property or allow others to use the Property in a way which may cause damage or a disturbance nuisance annoyance or inconvenience to neighbouring adjoining or adjacent property or to the owners or occupiers of them.

1.43 Music and Noise

Not play any musical instrument, music player, radio or television or cause or permit any undue loud noise to take place in the Property so as to cause disturbance annoyance or inconvenience to the occupiers or owners of any neighbouring adjoining or adjacent property or so as to be audible outside the Property between the hours of 11.00 pm to 7.30 am.

1.44 Permitted Use

To use the Property for no other purpose than that of a strictly private residence for the occupation of the Tenant and the Tenant's immediate family and occasional guests only; and

- i. Not carry on at the Property or allow the Property to be used for any profession trade or business and not to let rooms or apartments or receive paying guests or lodgers in the Property; and
- ii. Not hold or allow to be held any large meeting or gathering upon the Property or any sale by auction thereon; and
- iii. Not use or permit the Property or any part thereof to be used for any illegal or immoral purposes;
- iv. Not to register a business or company at the address of the Property.

1.45 Combustible Matter

Not take into or keep at the Property any combustible, offensive or dangerous fluids, fuels or materials or any gas, paraffin or other liquid fuel unless required for normal household use and fully comply with all fire precautions or fire regulations made by the Landlord or the appropriate Fire Authority.

1.46 Own Gas Appliances

Immediately notify the Landlord or the Landlord's Agent if any gas appliance is brought into the Property by the Tenant and ensure that it is properly connected to the appropriate pipework by a suitably qualified Gas Safe registered engineer and is safe to use. The Tenant will immediately stop using and remove any such gas appliance which is unsafe or dangerous to either the occupants or the Property.

1.47 Prohibited Substances

Not to use or consume in or about the Property at any time any of the drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances the use of which may hereinafter be prohibited or restricted.

1.48 End of Tenancy

At the expiration or sooner termination of the Tenancy:

- i. Deliver up to the Landlord vacant possession of the Property and the Contents in a sound and clean condition as at the beginning of the Term (reasonable wear and tear excepted) and in the rooms or places as they are listed in the Inventory.
- ii. Make good and/or pay for the repair of or replacement of any of the Contents that are broken, lost or damaged during the Term;
- iii. Clean the Property to a professional standard and all the Contents including the washing or dry cleaning (including ironing and pressing) of all bedding, linen, towels, carpets, curtains, upholstery and soft furnishings and other articles set out in the Inventory or articles substituted for the same which shall be shown by reference to the Inventory to have been soiled during the Term;
- iv. Notify all utility and council tax authorities of the date of termination of the Term and pay all outstanding accounts with the service providers up to and including the last day;
- v. Arrange for the return to the hire company prior to the inventory check-out of any hired or rented television or other equipment or appliance which the Tenant has hired or rented for his use at the Property;
- vi. Deliver all keys and remote control devices to the Landlord or the Landlord's Agent and pay to the Landlord all reasonable costs incurred by the Landlord in replacing the locks or devices where such keys or devices are missing;
- vii. Remove all personal items from the Property before the end of the Term. The Tenant will be responsible for meeting all reasonable removal costs and/or storage charges for items left in the Property after the end or earlier termination of the Term. The Landlord will remove and store such items for a maximum of one calendar month, and take all reasonable steps to contact the Tenant in this regard and, where possible, will notify the Tenant at the last known address. If the items are not collected within one calendar month the Landlord may dispose of them and the Tenant will be liable for the reasonable costs of disposal, which may be deducted from the Deposit or from any sale proceeds and if there are any costs remaining they will remain the Tenant's liability;
- viii. Provide the Landlord or the Landlord's Agent with a forwarding address where the Tenant may be contacted after the Tenant has vacated the Property and permit the Landlord or the Landlord's Agent to give the forwarding address to the suppliers of gas, electricity, fuel, water, telephone services, environmental services or other similar services incurred at the Property for which the Tenant is liable and Council Tax authority;

1.49 Breach of Tenancy

- i. The Tenant shall pay the Landlord's reasonable legal costs and expenses (including VAT) incurred by the Landlord or the Landlord's Agent in enforcement or remedy of any breach of the Tenant obligations under this Agreement, whether or not the same shall result in court proceedings.
- ii. The Tenant shall pay the cost of any bank or other reasonable charges incurred by the Landlord or the Landlord's Agent if any standing order payment or cheque submitted by the Tenant is withdrawn or dishonoured by the Tenant's bank.

SAMPLE

2. LANDLORD OBLIGATIONS

The Landlord agrees with the Tenant that the Landlord will:

2.1 Deliver Up Property

At the commencement of the Tenancy deliver:

- i. The Property and Contents in a tidy condition and clean to a professional standard;
- ii. Any working chimney swept and clean;
- iii. All appliances, smoke and carbon monoxide detectors in proper working order.

2.2 Allow Quiet Enjoyment

Permit the Tenant to quietly possess and enjoy the Property during the Tenancy without any unreasonable or unlawful interruption.

2.3 Pay Outgoings

Pay all taxes, insurance, service charge assessments, impositions and other outgoings in respect of the Property, save for those expressly stated as the Tenant's responsibility in this Agreement.

2.4 Maintain Property

- i. Carry out those repairs to the Property the liability for which is imposed upon the Landlord by Section 11 to 16 of the Landlord & Tenant Act 1985 (as amended). This liability obliges the Landlord to repair and keep in good order: (1) the structure of the Property and exterior (including drains gutters and pipes); (2) certain installations for the supply of water, electricity and gas; (3) sanitary appliances (including basins, sinks, baths and sanitary conveniences); and (4) appliances for space heating and water heating; but not other fixtures fittings and appliances for making use of the supply of water and electricity.
- ii. This obligation arises only after written notice has been given to the Landlord by the Tenant in accordance with the terms of this Agreement;

2.5 Maintain Appliances

Put and keep in repair and proper working order the central heating system, electrical appliances and other equipment provided by the Landlord for the use of the Tenant provided that the Tenant shall be responsible for the cost of such repair or replacement if it is necessary as a result of damage sustained through misuse or negligence by the Tenant or his/her family, any visitor or guest.

2.6 Burglar Alarm (if applicable)

Maintain in proper working order the burglar alarm system (if any) provided to the Property save that any call out charge or costs for repair necessary as a result of misuse or negligence by the Tenant, his/her family, any visitor or guest shall be payable by the Tenant.

2.7 Title and Consents

The Landlord confirms that all necessary consents have been obtained to enable the Landlord to enter into this Agreement.

2.8 Safety Regulations

The Landlord warrants that

- i. Where applicable all upholstered furniture, soft furnishings, beds, bed bases, mattresses (and mattress toppers), pillows, cushions and seat pads supplied to the Property comply with the provisions of The Furniture and Furnishings (Fire) (Safety) Regulations 1988 and The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993.
- ii. All gas appliances within the Property comply with the Gas Safety (Installation & Use) Regulations 1998 and that all gas appliances will be serviced annually in accordance with The Gas Safety (Installation and Use) Regulations 1998. A copy of the Gas Safety Check Record will be provided to the Tenant at the start of the Tenancy and within 28 days of the annual check undertaken during the Term.
- iii. All mechanical and electrical equipment in the Property are in good repair and working order and that all electrical equipment supplied to the Property complies with The Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets etc (Safety) Regulations 1994.
- iv. The Property is in a habitable condition.

2.9 Smoke Detectors and Carbon Monoxide Detectors

In accordance with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 the Landlord has provided a smoke alarm on every storey (floor) of the Property on which there is a room used wholly or partly as living accommodation; and a carbon monoxide detector/alarm in any room used wholly or partly as living accommodation which contains a solid fuel burning combustion appliance. The Landlord will have the alarms and detectors checked and tested to ensure that they are fully operational at the start of the Term.

3. NOTICES

3.1 Address and Service

- i. The provisions for service of notices are that if either party send any document in relation to this Agreement to the other, it shall be deemed to have been validly and sufficiently served delivered to the receiving party's address or last known address by hand; sent by first class post or by registered post or recorded delivery to Austerberry, 4 Edensor Road, Stoke-on-Trent, ST3 2NU or if sent by email; to the email address provided by the Tenant at the start of the Tenancy, and which has been confirmed as being their own: debz0672@gmail.com, or by email from the Tenant to the Agent: lettings@austerberry.co.uk. Any such notice or document shall be deemed to have been served two working days after the date of posting save that where hand delivered or emailed prior to 4:30 pm it shall be deemed to have been served on the next working day.

Any notice or document to be served on the Tenant may be served by the Landlord or by the Landlord's Agent on behalf of the Landlord.

- ii. For the purposes of Sections 47 and 48 of the Landlord and Tenant Act 1987 the address of the Landlord is as stated on page 2 of this Agreement. Where this address is in England and Wales notices on the Landlord (including notices in proceedings) may be served to this address. Where the Landlord's address is not in England and Wales, the address of the Landlord's Agent as detailed in this Agreement under Definitions may be used as an alternative address for the service of notices on the Landlord (including notices in proceedings). If either of these addresses should change during the term of the Tenancy the Tenant will accordingly be notified in writing.

4. MISCELLANEOUS

4.1 Stamp Duty Land Tax

The Tenant shall be responsible for assessing his liability, if any and at any time, for Stamp Duty Land Tax relating to this Tenancy, and for submitting the appropriate forms and payment to HM Revenue & Customs. Further information may be obtained from the HM Revenue & Customs enquiry line on 0845 6030135 or from their website at www.gov.uk/stamp-taxes.

4.2 Agent of the Tenant

Any payments in respect of or on account of Rent made by or drawn on accounts other than those of the Tenant named in this Agreement will be accepted by the Landlord as payment made by or on behalf of the Tenant only and in no circumstances shall constitute the creation of a new tenancy to any other person.

4.3 Data Protection & Confidentiality

1. The personal information of both the Landlord and the Tenant will be retained by the Landlord's Agent in accordance with the terms of the Landlord's Agent's privacy policy ('the Policy') which both parties will have been served with and which is also available to view on the Landlord's Agent's website. In addition to the information provided to the Landlord's Agent about the Tenant in accordance with the Policy, the Tenant agrees that the Tenant's personal information can be forwarded to the Landlord. Such information may have been provided before, during or after the Term. The Landlord thereafter may share details about the following:
 - i. Details of performance of obligations under this Agreement by the Landlord and the Tenant;
 - ii. Known addresses/details of the Tenant and any other occupiers;
 - iii. Any other relevant information required by the parties listed below.
2. This personal information can be shared with the following:
 - i. Utility and water companies;
 - ii. The local authority;
 - iii. Authorised contractors;
 - iv. Credit and reference providers;
 - v. Mortgage lenders;
 - vi. Legal advisors;
 - vii. Any other interested third party.
3. This information can and will be provided without further notice only when the Landlord's Agent is authorised to do so under the Policy.

4.4 Habitation

If the Property or part of the Property is destroyed or made uninhabitable by any insured risk, and provided such damage is not as a result of any fault or negligence on the part of the Tenant, his/her family, visitors or guests:

- i. The Rent will cease to be payable until such time as the Property is reinstated and rendered habitable;
- ii. In the event that the extent of the damage is such that the Property is not made habitable within one month, either party may terminate the Tenancy by giving immediate written notice to the other party.

4.5 Section 45 Flood & Water Management Act 2010

The above Act places a legal obligation on the Landlord or the Landlord's Agent to provide the water authority when requested with a forwarding address for the Tenant following the end of the Term.

4.6 Right to Rent

All adults named as the Tenant or who reside at the Property as an occupier, whether named in this Agreement or not, must provide a valid passport and visa or work permit to the Landlord or the Landlord's Agent prior to taking occupation of the Property either before or during the Term. If any person fails to comply, the Landlord may take any necessary legal action to have the person evicted from the Property.

If any person forming the Tenant or any occupier changes or any additional occupant moves into the Property during the Term, the Tenant agrees to ensure that any new or additional persons complies with the legal requirements of the Right to Rent conditions under the Immigration Act 2014 prior to moving into the Property. This will involve meeting the Landlord or the Landlord's Agent in person to provide valid documents to be checked and copied.

5. INVENTORY

5.1 Preparation of the Inventory

The Landlord will be responsible for providing a fully comprehensive Inventory of Contents and schedule of condition of the Property at the beginning of the Term.

5.2 Attendance

The Tenant will attend, or appoint a representative to attend, the Inventory Check In. In the event that the Tenant does not keep a prearranged appointment, the Landlord reserves the right to carry out the Inventory Check-in without the Tenant in attendance and send a copy to the Tenant once prepared. The Tenant will within seven days of the commencement date of the Tenancy respond with any written amendments or notes.

6. AST

This Agreement is intended to create an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988 (as amended) and shall take effect subject to the provisions for the recovery of possession set out in Section 21 of that Act.

Provision for Re-Entry

If at any time:

- i. The Rent, or any part of it, remains unpaid for 14 days after falling due, whether formally demanded or not; or
- ii. If any agreement or obligation of the Tenant is not complied with; or
- iii. If any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) be made out,

The Landlord may give written notice to the Tenant that the Landlord seeks possession of the Property. If the Tenant does not comply with that Notice, the Landlord may gain possession of the Property by complying with his/her statutory obligations; obtaining a court order; and re-entering the Property with a court approved bailiff. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant's obligations under this Agreement.

DEALING WITH THE DEPOSIT

The Landlord's Agent shall lodge the Deposit with the Deposit Protection Service ('DPS') in a nominated client account as soon as reasonably practicable. Any interest earned on the Deposit will be retained by The Deposit Protection Service at the end of the Term and any agreed balance of the Deposit (subject to the clauses below) will be returned to the Tenant.

After the Term the Landlord's Agent is entitled with the written consent of the Tenant, to deduct from the sum held as the Deposit any monies referred to in this Agreement. If more than one such deduction is to be made by the Landlord, monies will be deducted from the Deposit in the order listed.

The Landlord's Agent shall notify the Tenant in writing of any deduction to be made under this Agreement. That notice shall specify the amounts to be deducted and the reasons for any deductions to be made. No deduction will be made from the Deposit without the written consent of both parties.

At the end of the Term the Landlord's Agent shall return the Deposit (subject to any deductions made under the Agreement) within 30 days of the end of the Tenancy except in the case of dispute. If there is more than one Tenant, the Landlord may return the Deposit by cheque to any one Tenant, at his sole discretion, at his/her last known address. That person forming part of the Tenant will hold the Deposit in trust for all others forming the Tenant.

If the amount of monies that the Landlord is entitled to deduct from the Deposit under the Agreement exceeds the amount held as the Deposit, the Landlord may require the Tenant to pay that additional sum to the Landlord within 14 days of the Tenant receiving that request in writing.

The Landlord may deduct monies from the Deposit to compensate the Landlord for losses caused for any or all of the following reasons:

- any damage to the Property and/or the Contents caused by the Tenant or arising from any breach of the terms of this Agreement by the Tenant;
- any damage caused or cleaning required as a result of any pets occupying the Property (whether or not the Landlord consented to its presence as set out in this Agreement);
- any sum repayable by the Landlord or the Landlord's Agent to the local authority where housing benefit or Local housing Allowance has been paid direct to the Landlord or the Landlord's Agent by the local authority;
- any other breach by the Tenant of the terms of this Agreement;
- any instalment of the Rent which is due but remains unpaid at the end of the Term;
- any unpaid account or charge for water including sewerage and environmental charges, electricity gas or other fuels used by the Tenant in the Property;
- any unpaid council tax;
- any unpaid telephone charges.

The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Landlord's Agent holds the Deposit or any part of it.

If the Landlord sells or transfers his interest in the Property the Tenant shall consent to the transfer of the Deposit (or the balance of the Deposit) to the purchaser or transferee. The Landlord shall then be released from any further claim or liability in respect of the Deposit or any part of it.

SPECIAL TENANCY CONDITIONS

The following clauses detail the further terms which have been individually negotiated and agreed between the Landlord and the Tenant.

Ending Tenancy:

Should either party wish to terminate the Tenancy, it is agreed that the Tenant must serve a minimum of 1 month's advance written notice to be served on the Landlord. The Landlord must serve a minimum of 2 months advance written notice to be served on the Tenant. The tenancy must not expire within the first 6 Months of the Tenancy commencement date.

SAMPLE

CONFIRMATION

The Landlord certifies and confirms that:

- i. the information provided is accurate to the best of my/our knowledge and belief and
- ii. I/we have given the Tenant the opportunity to sign this document by way of confirmation that the information is accurate to the best of the tenant's knowledge and belief.

Signed by the Landlord's Agent:

The tenant confirms that:

- i. I/we have been given the opportunity to read the information provided and
- ii. I/we sign this document to confirm that the information is accurate to the best of my/our knowledge and belief.

Signed by the Tenant(s):

SAMPLE

SAMPLE