

ASSURED SHORTHOLD TENANCY AGREEMENT

for a furnished dwelling house

This agreement is made the [redacted] day of [redacted]

BETWEEN **Carlain Property, of 35 St Lukes Road Cheltenham GL53 7JF**

(hereinafter referred to as "the Landlord" of the one part, which expression includes the person for the time being entitled the reversion immediately expectant on the Tenancy hereby created);

and

[redacted]
[redacted]
[redacted]
[redacted]
[redacted]

(hereinafter referred to as "the Tenant" of the other part, and if more than one the liability of each under this agreement shall be joint and several)

BY THIS AGREEMENT the Landlord lets and the Tenant takes all the rooms of the building known as

[redacted]

(hereinafter referred to as "the Property") together with the Fixtures Fittings Furniture and Effects therein (as particularly set out in the Inventory to be signed by both parties) for a term certain of

[redacted] months ("the Term")

from [redacted] to [redacted]

at the rent of [redacted] per calendar month and on the Special and General Terms and Conditions set out in the following pages of this Agreement.

THE TENANT agrees to pay the Rent in advance by **STANDING ORDER** in

the following instalments namely a first payment of [redacted] on the first day of

[redacted] and thereafter the sum of [redacted] per calendar month

commencing on the [redacted] day of [redacted]

If any rent or other money payable by the Tenant to the Landlord under the provisions hereof shall not be paid within fourteen days of the day on which it became due the same shall be payable with interest thereon at the rate of eight per cent per and upon each instance of arrears an additional administration charge of £40.00 will be levied.

THE TENANT also agrees to pay to the Landlord on the signature of this Agreement a deposit

("the Deposit") of [redacted] as security against the failure by the Tenant to make good on demand by the Landlord and at the Tenant's expense any damage by the Tenant to the Property or to any Fixtures, Fittings, Furnishings and Effects and as security against any expense or other nuisance occasioned to the Landlord by the failure of the Tenant to behave in a tenant-like manner or to observe the Special General Terms and Conditions of this Agreement.

As soon as practicable after the determination of the tenancy (howsoever the same may be determined) the Landlord shall retain (and account to the Tenant for) such part of the deposit as the Landlord shall deem necessary to enable the Landlord as at the date of such determination to make good any breach or non-compliance by the Tenant with his obligations hereunder and to pay all costs, charges and expenses incurred in connection therewith and shall account to the Tenant for any balance of such sum. If the deposit shall be insufficient for the purpose aforesaid the Tenant shall pay to the Landlord forthwith on demand such further sum as shall in the opinion of the Landlord be required for such purposes. Specifically, the Tenant hereby agrees not to use any part of the deposit in lieu of rent.

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The Tenant shall follow the procedures of the Hamilton Fraser Tenancy Deposit Protection Scheme ("TDS") to seek recovery of the Deposit or to resolve a dispute over recovery of all or part of the Deposit. Specifically the Tenant hereby agrees not to use any part of the Deposit in lieu of rent.

A. SPECIAL TERMS AND CONDITIONS

1. Occupation only by the Tenant

The Tenant hereby agrees with the Landlord not to assign underlet charge or part with or share possession or occupation of the Property or any part thereof.

2. Vacation of the Property before the end of the Term

The Tenant hereby agrees with the Landlord that if the Property is permanently vacated by the Tenant at the Tenant's own request before the last day of the Term, the Tenant shall remain liable to pay to the Landlord the full unpaid balance of the rent receivable by the Landlord had this Agreement run for the full Term.

3. Statutory Council Taxes and other local taxes payable by the Tenant

Payment of any Council Taxes or other local taxes that may from time to time be brought into force due by the Tenant to the Local Authority in accordance with the Statutes and arising from the occupation of the Property by the Tenant pursuant to this Agreement shall be the direct responsibility of the Tenant. The Tenant hereby undertakes with the Landlord to produce on demand by the Landlord all relevant receipts for the payment of any such charges and/or Taxes issued to the Tenant by the Billing Authority.

4. Forfeiture – Right of Re-entry

For the avoidance of doubt: in order to exercise his legal rights under this clause a Landlord will first need to obtain a court order.

If at any time the rent, or any part of the rent, shall remain unpaid for 14 days after becoming due, whether formally demanded or not, or if any major agreement or major obligation on the Tenant's part is not complied with, or if any of the circumstances mentioned in the following Grounds:

Ground 8. (that both at the time of notice of the intention to commence proceedings and at the time of the court proceedings there is at least two months rent unpaid if rent is payable monthly or at least one quarters rent is more than three months in arrears if rent is payable quarterly as set out in Part 1 of Schedule 2 to the Housing Act 1988 [as amended by the Housing Act 1996]),

Ground 10. (that there is some rent outstanding both at the time of notice of the intention to commence proceedings and at the time of the court proceedings),

Ground 11. (that the Tenant has persistently delayed paying rent which has become lawfully due),

Ground 12. (that one or more of the obligations of the tenancy has been broken or not performed),

Ground 13. (that the condition of the premises or the common parts has deteriorated because of the behaviour of the Tenant, or any other person living there),

Ground 14. (that the Tenant or someone living in or visiting the premises has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; or, that a person residing in or visiting the premises has been convicted of using the premises, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in, or in the locality of, the premises),

Ground 15. (that the condition of the furniture has deteriorated because it has been ill-treated by the Tenant or someone living at the premises),

Ground 17. (that the Landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by either the Tenant or a person acting at the Tenant's instigation),

As set out in Part II of Schedule 2 to the Housing Act 1988 (as amended by the Housing Act 1996) shall arise, then the Landlord may re-enter the property and the tenancy shall be terminated. Any such action will not restrict or limit any other legal rights which the Landlord may have in pursuing the Tenant for breaches of the Tenant's obligations under this agreement.

B. LANDLORD'S UNDERTAKINGS

1. The Landlord hereby agrees with the Tenant that the Tenant paying the Rent and performing all the agreements by the Tenant herein contained may quietly possess and enjoy the Property during the Term of the Tenancy without any unlawful interruption from the Landlord or any person rightfully claiming under or in trust for that party.
2. The Landlord agrees that he shall register the Deposit with the HFTDS ("the relevant scheme") and shall inform the Tenant of the details of the relevant scheme and the procedures for recovery of the Deposit at the end of the tenancy, including the procedures for resolving a dispute, within 14 days of receiving the Deposit from the Tenant.
The Landlord shall inform the Tenant of the circumstances in which all or part of the Deposit may be retained by the Landlord in relation to terms of this tenancy agreement.
3. The Landlord agrees that as soon as practicable after the determination of the tenancy (howsoever the same may be determined) the Landlord shall account to the Tenant for such part of the Deposit the Landlord shall deem necessary to enable the Landlord to make good any breach or non-compliance by the Tenant with the obligations hereunder and to pay all costs, charges and expenses incurred in connection herewith. The Landlord shall account to the Tenant for any balance of such sum. The Landlord shall follow the procedures of the relevant scheme to seek recovery of the Deposit or to resolve a dispute over recovery of all or part of the Deposit.
4. The Landlord shall retain any interest earned during the tenancy on all or part of the Deposit which he retains.
5. The Landlord agrees to comply with the requirements of Section 11 of the Landlord and Tenant Act 1985 which imposes obligations on the Landlord to repair the structure and exterior (including drains, gutters and external pipes) of the premises; to keep in repair and proper working order the installations in the premises for supply of water, gas, electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of water, gas or electricity); to keep in repair and proper working order the installations in the premises for space heating and heating water. In determining the standard of repair required of the Landlord under this clause, regard shall be had to the age, character and prospective life of the premises and the locality in which it is situated.

C. GENERAL TERMS AND CONDITIONS:

TENANT'S OBLIGATIONS

The Tenant hereby agrees with the Landlord as follows:

Alterations, Additions, Damage, etc. - Property

1. Not to make any alteration in or addition to the Property without the Landlord's written consent. Such consent to be sought in writing.
2. Not to damage or injure the Property.
3. Not at any time to damage the Property, the Fixtures, Furnishings or Effects therein, the curtilage thereof or the paths adjoining thereto.
4. Not to interfere with the internal or external decorations or painting of the Property.
5. Never to smoke or light candles or permit others to smoke or light candles in the Property.
6. To insure the tenant's own belongings.

Fixtures, Fittings, Furnishings and Effects

7. To preserve the Fixtures, Fittings, Furnishings and Effects of the Property from being destroyed or damaged and not to part with possession or remove any of them from the Property and not to bring into the Property any of the Tenant's own Fixtures, Fittings or Furnishings except with the Landlord's prior consent in writing. No furniture shall be introduced into the Property that does not comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).
8. To leave the Fixtures, Fittings, Furnishings and Effects at the expiry of the Tenancy in the same place in the property in which they were at the grant of the Tenancy.

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9. To yield up the Property at the expiry of the Tenancy with all the Fixtures, Fittings, Furnishings and Effects in the same clean state and condition as they were in at the grant of the Tenancy and make good pay for the repair of or replace to the Landlord's satisfaction all such articles of the Fixtures, Fittings, Furnishings and effects as shall be broken, lost, damaged or destroyed during the term of the Tenancy (reasonable wear and tear excepted)

Locks and Keys

10. 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.

Deterioration

11. Immediately to notify the Landlord of any deterioration of the Property or of the Fixtures, Fittings, Furnishings and Effects whatever may be the cause thereof.

Activities

12. Not to carry on any illegal activity or business within the Property or become a nuisance or annoyance or cause damage to the Landlord or the occupiers of any part of the Property or of any adjoining or neighbouring premises
13. Not to carry on any profession trade or business in the property or exhibit any notice board or notice whatsoever on any portion of the Property or use them or any part thereof for any purpose other than that of a strictly private residence.
14. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance maintained in respect of the property, or may cause an increased premium to be payable in respect thereof nor to keep or permit to be kept any petrol or other inflammable substances in or about the property and to repay to the landlord if the landlord shall so desire all sums paid by way of increased premium and all expenses incurred in or about the renewal of any such policy rendered necessary by a breach of this clause all such payments to be recoverable as Rent in arrear.
15. Not to hang or expose in or upon any part of the Property so as to be visible from the outside any clothes or washing of any description or any other articles nor to place outside the property any flower box pot or any like object nor to shake any mats brooms or other articles inside any part of the property or out of the windows of the property.
16. Not to keep any bird reptile dog animal or other living creature in the Property.
17. Not to take into, use or keep in, the Property any heater or like object which requires paraffin or other inflammable liquid or gaseous fuel inside the Property.
18. Not to erect any external wireless or television aerial or satellite dish.

Obstruction

19. Not to leave or park or permit to be left or parked so as to cause any obstruction in or on any approach roads or passageways adjacent to or leading to the property any motor, motor cycle bicycle, perambulator or other vehicle belonging to or used by the Tenant or by any of their friends servants or visitors and to observe all requests made by the Landlord from time to time relating to the parking of such vehicles.

Entry by the Landlord, etc.

20. To permit the Landlord or the Landlord's Agents and all other persons authorised by them at all reasonable times (but at any time in case of emergency) during the Tenancy to enter into and upon the Property for the purposes of carrying out and completing any structural or other necessary or property repairs to the property or for the purpose of examining the state and condition of the property or for the purposes of examining the state and interior of the property and of the furniture and effects.
21. To permit the Landlord or the Landlord's Agents at all reasonable times of the day during the Tenancy to enter upon and view the property with prospective occupiers.

Noise etc.

22. At all times when not in use to keep shut the entrance door to the Property and between the hours of eleven p.m. and eight a.m. to ensure that no noise is made in any part of the Property and in particular between such hours to ensure that the main entrance door to the Property is closed as quietly as possible.

23. Not at any time or times so as to cause any nuisance or noise to any of the occupiers of the remainder of the Property or of any adjoining or neighbouring premises to play or use or permit the playing or use of musical instruments, television, radio, loud speaker or mechanical or other noise making instrument of any kind or to practice or to permit the practising of any singing in the property.

Use of Washing Machine(s)

24. No washing machine in the Property, whether the property of the Landlord or the Tenant, shall be used or operated before nine a.m. or after nine p.m. at night.
25. No washing machine in the Property shall be operated and, in particular, shall not be left to operate by itself automatically, unless the Tenant is present at all times in the Property during such operation. The Tenant shall expressly be held solely and fully responsible for any damage caused to the Property or anything therein caused as a result of the operation of any washing machine by the Tenant in breach of the provisions of this Clause.

Gas and Electrical Equipment – Operation

26. With the exception of pilot lights on gas-operated water heaters (and not on gas cookers) and electrically operated clocks and other such items as are designed for continuous operation, all gas and electrical equipment shall be turned off at all times when the Tenant is not in the Property, and the Tenant shall be solely and fully responsible for any damage caused to the Property and all Fixtures, Fittings, Furnishings and Effects therein caused as a result of the breach of this Clause.
27. The Tenant shall not introduce into the Property any gas appliance without the prior written consent of the Landlord. The Tenant shall produce to the Landlord on an annual basis a gas safety certificate for any such appliance.
28. To keep all electric lights in good working order and in particular to replace all bulbs, fluorescent tubes, fuses and starters as and when necessary.

Gas, Electricity and Water Supplies TV licence Internet and Telephone

29. The Landlord will

- (i) Select service providers of Gas, Electricity, Water and Sewage, TV Licence and Internet services
- (ii) Provide a broadband internet connection, wireless router and Freeview TV connection
- (iii) Set up accounts in the Landlord's sole name
- (iv) Pay all the bills of service providers ("the Bills") throughout the period of the Tenancy
- (v) Contribute the "Agreed Limit" towards the cost of the Bills in the period of the tenancy.

The Tenant will

30. On demand pay to the Landlord the amount of the Bills to the extent that they exceed the Agreed Limit.
31. Pay all charges made for the use of the telephone (if any) in the Property during the term of the Tenancy

For the purposes of clauses 29 and 30 the Agreed Limit is listed below under **Additional Clauses**

General

32. To observe any other Terms and Conditions which may from time to time be made by the Landlord for the good order and management of the Property and such other Terms and Conditions as may be contained in an annexe to this Agreement signed by the parties hereto.

Schedule of Contents (Inventory)

33. The Schedule of Contents (Inventory) of and pertaining to the Property and signed by the parties hereto shall have effect.

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Notices

- 34. Any notice by the Landlord to the Tenant shall be sufficiently served if the same complies with the Law of the Property Act, 1925, Section 196, as amended by the Recorded Delivery Service act, 1962. It is sufficiently served if it is delivered in person or left at the Tenant's address or sent through the post by recorded or registered delivery provided the notice is not 'returned through the post undelivered'.
- 35. The address at which the Tenant may serve notices on the landlord (including notices in proceedings) under Section 48 of the Landlord and Act 1987 is as follows:

35 St Lukes Road, Cheltenham, Gloucestershire GL53 7JF

- 36. The Tenant agrees that a forwarding address may be passed on to any and all legitimate bodies that may have an interest in receiving this information.

Additional clauses

- 37. The Agreed Limit shall apply only to the usage cost of Gas, Electricity & Water where during the Term of the Tenancy the Landlord's obligation shall be limited to a sum of

We hereby agree the foregoing

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