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## ASSURED SHORTHOLD TENANCY AGREEMENT

This Tenancy Agreement is for the letting of a furnished dwelling. This Agreement is intended to create an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988 (as inserted by the Housing Act 1996 and as may be amended by the Housing Act 2004), and the provisions of the recovery of possessions by the Landlord/lady apply accordingly.

All lines should be completed where applicable. You should read this Agreement carefully before completion. You are advised to take legal advice before signing if you are unclear about any of the terms of this Agreement. Both the Tenant(s) and Landlord should keep a complete original signed copy in a safe place for their records.

### The Landlord

Peter Foster

### Address of Property

The property is the dwelling house which is situated at and being:

.....  
.....

### The Lead Tenant - Please use BLOCK CAPITALS

1) Name: .....

Address: .....

.....

Email: .....

Tel No: .....

**The Tenants - Please use BLOCK CAPITALS**

2) Name: .....

Tel No: .....

3) Name: .....

Tel No: .....

4) Name: .....

Tel No: .....

5) Name: .....

Tel No: .....

6) Name: .....

Tel No: .....

7) Name: .....

Tel No: .....

8) Name: .....

Tel No: .....

9) Name: .....

Tel No: .....

**Term of Tenancy**

A term certain of 12 months.

Starting from and including the date of: .....

To and including the date of: .....

Rent amount per month: .....

First payable rent on the Date of: .....

Rent Payable on the 1st day of each month.

## **Deposit**

A total deposit of \_\_\_\_\_ is payable on signing this Agreement. The Landlord will advise the Tenant(s) into which Government Tenancy Deposit Protection Scheme the deposit will be held.

1. The Landlord agrees to let and the Tenant(s) agrees to take the Property and contents for the term at the rent payable as above.
2. The Tenant(s) pays the deposit as security for the performance of the Tenant's obligations and to pay and compensate the Landlord for the reasonable costs of any breach of those obligations. It is specifically agreed that this money is not to be used by the Tenant(s) as payment for any rent due under this Agreement. No interest shall be payable on this deposit. The balance of the deposit is to be paid to the Tenant(s) as soon as reasonably possible after conclusion of the tenancy, less any reasonable costs incurred for the breach of any obligation as agreed by the appropriate deposit scheme, details of which will be contained in the scheme's deposit website as provided by the Landlord.

## **The Tenant's Obligations**

3.
  - A) To pay the rent on the days and in the manner specified to the Landlord.
  - B) To perform and observe any obligations on the part of the Tenant(s) arising under the Local Government Finance Act 1992 or regulations made thereunder to pay Council Tax and indemnify the Landlord against such obligation which the Landlord may incur during the tenancy by reason of the Tenant(s) ceasing to be resident in the Property.
  - C) To pay promptly to the authorities to whom they are due gas, electricity, water, council tax, television licence, telephone (if any), relating to the Property, where they are incurred during the period of the Agreement, 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 reconnection fees relating to the supply of gas, electricity, water and telephone if the same is disconnected. The Tenant(s) agrees to notify the Landlord prior to changing supplier for any of the utility services stated above and confirms that the accounts will be settled in full and closed at the end of the tenancy.
  - D) Not to damage or injure the Property or to make any alterations to the Property or part of the premises without the prior written consent of the Landlord. To not do or suffer any act or thing that could thereon maybe increase the fire insurance premium.
  - E) To keep the interior of the Property and the contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted, and to keep the Property reasonably aired and warmed.
  - F) Leave all furniture and effects at the end of the Term of Agreement in the room or places in which they were at the beginning of that Term.
  - G) Ensure that all linen such as bedspreads, blankets, carpets, upholstery and curtains are returned in the same condition as they were at the start of the Term.

H) On expiry or on the earlier determination of the tenancy deliver up the Property to the Landlord in such condition and state as shall be consistent with the due performance of the obligations of the Tenant(s) as contained within this Agreement.

I) Permit the Landlord or any person authorised by the Landlord in writing to enter at reasonable times of the day on giving 24 hours notice in writing to the occupier of the Property for the purpose of viewing its condition and state of repair.

J) Permit the Landlord or his/her agent at reasonable hours in the daytimes of this Agreement to enter and view the Property with prospective tenants or purchasers.

K) In the event that the Landlord gives to the Tenant(s) written notice of any failure to carry out any repairs or other works, which are the obligations of the Tenant(s) agrees to carry out such work within one month of receiving such notice or immediately in the case of emergency. Failure to comply will entitle the Landlord to enter the premises and execute the said works and the cost of the works will be due by the Tenant(s) to the Landlord or their agents and will be payable upon demand.

L) The use of this Property is for a private dwelling house only and to not carry on or permit to be carried on upon the Property any profession, trade or business whatsoever.

M) Not do or suffer to be done in or upon the Property any act or thing which may be a nuisance or annoyance to the Landlord or the Tenant(s) or occupiers of any of the adjoining premises. The Tenant(s) should not cause or permit other occupiers and visitors to behave in such a manner that causes any harassment, intimidation or discomfort to the neighbour(s) or the Landlord with specific reference but not limited to the grounds of colour, race, national origin, religion, gender, disability or sexual orientation.

N) Not without the prior written consent of the Landlord to keep on the premises any live animal.

O) Not assign, sublet or part with the possession of any proportion of the Property, nor take any lodgers, boarders or paying guests without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

P) Inform the Landlord immediately on receipt of any statutory notice served by the local authority in regard to the property.

Q) All Tenants are responsible for insuring any personal belongings including food in fridge/freezer in case of breakdown.

R) Not erect or fit a paraffin or oil burning heater, gas heater or mobile gas heater. Not keep any combustible or inflammable substances or suffer to be done anything whatsoever whereby any insurance of the premises or the contents of the premises may become void or voidable whereby the rate of premium for such insurance may be increased. The Landlord to advise the Tenant(s) of such insurance limitations in writing.

S) Hand over to the Landlord or his/her agents by 12 noon on the last day of the tenancy, whether on its expiry or earlier determination, all keys to the Property.

# The Landlord's Obligations

The Landlord agrees with the Tenant(s) as follows –

4.
  - A) That the Tenant(s) paying the rent, performing and observing all the agreements herein contained may quietly possess and enjoy the Property during the tenancy without unlawful interruption from or by the Landlord or any person claiming through, under or in trust for the Landlord.
  - B) That this Agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985 if applicable to the tenancy. The Landlord agrees to maintain the premises and contents in good repair and to keep in good working order the provisions of electricity, gas, water and sanitation.
  - C) The Landlord shall be responsible for all internal and external decoration.
  - D) The Landlord shall be responsible for the repair of electrical appliances and white goods that are supplied, and to make sure all electrical appliances and white goods are supplied and maintained in good working order.
  - E) The Landlord warrants that all soft furnishings, beds and mattresses supplied to the premises comply (if appropriate) with the provisions of the Furniture and Furnishings (Fire Safety) Regulations 1998 and the Furniture and Furnishings (Fire Safety) Regulations 1993.
  - F) The Landlord warrants the he/she will comply with the Gas Safety Regulations 1994 as amended by ensuring that a copy of the record in respect of any appliance or flue so checked is given to the Tenant(s) within 29 days of that check being carried out.
  - G) To pay and indemnify the Tenant(s) against all assessments and outgoings in respect of the Property, except the water charge unless recorded as included under rent above, except any charges for the supply of gas or electric light and power and the use of any telephone.
5. Where the context admits:
  - A) The Landlord includes the persons for the time being entitled in reversion expectant on the tenancy.
  - B) The Tenant(s) includes the persons deriving title under the Tenant.
  - C) References to the Property include reference to any part or parts of the Property.
6. Deposit & Statutory Deposit Protection
  - A) The deposit of £\_\_\_\_\_ shall be paid by the Tenant(s) on signing this Agreement and be retained as security for performance of the Tenants' obligations and shall be repayable to the Tenant(s) only after the end of the tenancy.
  - B) The deposit shall be collected, safeguarded and administered in strict accordance with the terms of operation of the tenancy deposit scheme named below. The Landlord will provide prescribed information to the Tenant(s) within 14 days of the deposit being paid.

# Tenancy Deposit Scheme

## Tenancy Deposit Solutions Ltd trading as My/Deposits

- A) That the Landlord will supply a copy of an inventory including a list of all furnishings, fixtures and fittings when this Agreement is signed.
- B) If the Property shall be destroyed or damaged by fire or other insured risk (not due to the act, neglect or fault of the Tenant(s)), so as to be unfit for occupation and use, the rent is hereby reserved, or a fair proportion thereof, according to the nature and extent of the damage sustained shall be suspended until the Property shall again be rendered fit for occupation and use.
- C) Provided that if the rent or any part thereof shall be in arrears for 14 days, whether expressly demanded or not, or any other breach by the Tenant(s) of the terms of this Agreement, the Landlord may re-enter and take possession (subject always to any statutory control of the procedure) and terminate this Agreement without prejudice to his/her rights to recover all unpaid rent and other damages liable through any other breach of the terms of this Agreement.
- D) The Tenant(s) should ensure that whenever the Property is left unattended (even for a short time) all windows and entrance doors shall be closed and all deadlocks or other locks fitted shall be fastened securely and during the winter months the Tenant(s) shall take adequate precautions to avoid damage from the freezing and bursting of pipes. The Landlord to advise the Tenant(s) in writing of any action that should be taken during periods that the Property is left unattended.
- E) Notice under Section 48 of the Landlord and Tenant Act 1987 the Tenant(s) is hereby notified that notices (including notices in Proceedings) may be served on the Landlord by the Tenant(s) at the following address:

Mr P D Foster, Southella, Burnetts Lane, Southampton, SO30 2HH

- F) The Landlord agrees to undertake the Specified Works outlined by the Date of Completion given in the box which is immediately below and forms a part of this clause. The Specified Works may be detailed on a separate Schedule of Specified Works and attached to this Agreement by the mutual consent of the Landlord and the Tenant(s). If any such Schedule is attached, it must be explicitly referred to in the box which is immediately below and thereupon it becomes a material part of this Assured Shorthold Tenancy Agreement. A copy of the Schedule must be physically attached to each original signed copy of this Agreement. Should the Specified Works not be completed in full by the Date of Completion, the rent will be reduced to the rent amount payable for each and successive rent period, as stated in the box which is immediately below, from and excluding the Date of Completion to and including the last day of the rent period in which the Specified Works are completed as agreed.

Specified Work:

.....  
.....

Date of Completion .....

Rent Amount .....

Rent Period .....

.....  
**SIGNED by the above named  
(THE LANDLORD)**

## **A&P Properties Specific Terms and Conditions**

A) The inventory of the Property is detailed below:

Together with furniture, carpets, curtains, equipment, fixtures and effects therein and more particularly specified in the inventory thereof, the furniture supplied by the Landlord consists of a bed, mattress, wardrobe, desk and chair in each bedroom. Minimum of 4 soft furnishing seats per six tenants in the communal room, a washing machine and the equivalent of one large fridge/freezer (capacity 9.4 gross cu.ft.) per 6 people. Landlord provides TV aerial in the lounge only. Any phone line/installations or activation charges will be the responsibility of the Tenant(s).

B) The condition of the Property at the commencement of this tenancy is defined by the inventory stated above.

C) Each tenant named on the Tenancy Agreement agrees –

1. The Tenant(s) shall pay the deposit protection charge of £30 per property. This will be deducted from the deposit at the end of the tenancy. We are members of the “Tenancy Deposit Solutions Ltd” [www.mydeposits.co.uk](http://www.mydeposits.co.uk). The total deposit is returned to the “lead” tenant as one payment in strict accordance with the terms of operation of the scheme.

2. To permit the installation of A&P Properties advertising boards for letting purposes.

**3. That smoking of any kind, is strictly forbidden in ALL A&P Properties.**

**SIGNED by the above named  
(THE TENANT(S))**

- 1) **Signature** ..... **Print** ..... **Date** .....
- 2) **Signature** ..... **Print** ..... **Date** .....
- 3) **Signature** ..... **Print** ..... **Date** .....
- 4) **Signature** ..... **Print** ..... **Date** .....
- 5) **Signature** ..... **Print** ..... **Date** .....
- 6) **Signature** ..... **Print** ..... **Date** .....
- 7) **Signature** ..... **Print** ..... **Date** .....
- 8) **Signature** ..... **Print** ..... **Date** .....
- 9) **Signature** ..... **Print** ..... **Date** .....

**Deposit & Rent Payment Details**

Bank Name:

Account Name:

Account No:

Sort Code:

Amount to be Paid Per Person as Deposit: .....

**Please note we do not accept individual payments for your rent. We must receive one payment per property. Please either set up a joint account or nominate one person (The “Lead” Tenant) in your property to transfer the rent.**

**Please mark your property name as the reference for your monthly rent payment.**