

**S P A C E**  
**(L&M) Limited - LET ONLY**  
**Joint and Several**  
**Students**

**ASSURED SHORTHOLD  
TENANCY AGREEMENT**

Under part 1 of the Housing Act 1988  
As amended under part 3 of the Housing Act 1996.

[This document should not be used to create a tenancy where the initial fixed term is to be three years or more; you should consult a Solicitor, as such an agreement must be created by Deed]

**IMPORTANT**

This agreement contains the terms and obligations of the tenancy. It sets out the promises made by the landlord to the tenant and by the tenant to the landlord. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this agreement using plain and intelligible language, it inevitably contains some legal terms or references.

**If either party does not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.**

The Name and Address of the Letting Agent (if any) who arranged this tenancy is :-

**SPACE L&M Ltd**  
**49 Wokingham Road**  
**Earley**  
**Reading**  
**Berkshire**  
**RG6 1LG**

Please ensure your landlord provides you with the following at the start of your tenancy;

- \*A VALID GAS SAFETY CERTIFICATE\*
- \*AN ENERGY PERFORMANCE CERTIFICATE\*
- \*RENTAL INFORMATION LEAFLET\*

**DEFINITIONS** The intention of providing this list of definitions is to help explain or clarify some terms or expressions that may be found in this tenancy agreement. It is not meant to be an exhaustive or complete list. In the event of a dispute, only a court can decide on a definitive interpretation or meaning of any clause, or of any part of this agreement.

**The premises** The premises include all or any parts of the dwelling-house, gardens, paths fences, boundaries or other outbuildings which form part of the let. Where the premises form only part of another property (e.g. in a block of flats), the letting includes the use, in common with others, of communal access ways and other similar facilities.

**Landlord** A person or persons who at any relevant time own, or have a formal interest in, the premises that gives them the right to possession of the premises.

**Tenant** A person, or persons, who at any relevant time are entitled to occupy the premises under the terms of this tenancy agreement.

**Joint and several Liability** The expression joint and several liability means that jointly the tenants are liable for the payment of all rents and all liabilities falling upon the tenants during the tenancy as well as any breach of the Agreement. Individually each tenant is responsible for payment of all rent and all liabilities falling upon the tenant as well as any breach of the Agreement until all payments have been made in full.

**Superior landlord** People, or persons, to whom the ownership or interest in the Leasehold premises might revert in the fullness of time, following the expiry of the term of any head, or superior, lease.

**Head or Superior Lease** Means a Lease (if any) under which the landlord himself holds, or owns the premises and which contains the obligations of which the landlord or his tenants in turn, may be bound.

**Fixtures and Fittings** References to fixtures and fittings relate to any of the landlord's furniture, furnishings, sanitary ware, decorative features, white goods, other equipment or any floor, ceiling or wall coverings and include anything listed in any Inventory and/or Schedule of Condition supplied.

**The term or the Tenancy** References to the term or the tenancy include any extension or continuation or any statutory periodic tenancy which may arise following the end of the period set out in clause **1.9**

**(Security) Deposit held in an approved scheme**

This means that at the end of the tenancy, the two parties to the tenancy agreement should jointly agree on the apportionment of any deductions

Cont'd

From the deposit, e.g. for costs or compensation for damage, or for breaches of, or failure to comply with, the tenant's obligations. Any portion in dispute will not be paid over to, or taken by, either party until and unless mutual agreement is reached, an appropriate third party may make the decision.

**Consent of the Landlord or his agent**

Where the consent of the Landlord or his Agent is required for the Tenant to carry out some action it is strongly recommended that where such consent is granted, the tenant obtain confirmation in writing so as to avoid misunderstandings or disputes at a later date.

**Water charges**

This includes charges, rates or costs relating to water, sewerage and environmental services

**Utilities**

This includes charges, rates or costs relating to telephone, gas, electricity, oil and Council Tax.

**Masculine & feminine and singular & plural**

Any reference to either one gender includes the other and any reference in the singular shall include the plural, if appropriate.

**Agent**

Any letting or managing agent, or any other duly authorized person, notified to the tenant, who is acting from time to time on behalf of the landlord.

**Month / Monthly**

Means a calendar month.

**Inventory and or Schedule of Condition**

This refers to any document prepared by the landlord, the agent or an Inventory clerk and provided to the tenant detailing the landlord's Fixtures, fittings, furnishings, equipment etc., the decor and condition of the premises generally. Such a document may subsequently be relied upon at the end of the tenancy in assessing damage or compensation for damage (over and above fair wear & tear) and so should be checked carefully at commencement of the tenancy. Any significant mistakes, misdescriptions or other amendments should be notified to the landlord or his agent as soon as practicable after the tenancy starts. In order to avoid misunderstandings or disputes later, it is strongly recommended that this notification be in writing and a copy kept for future reference.

- Lead Tenant** This is one tenant chosen by all tenants at the commencement of the tenancy allocated to deal with the deposit. The lead tenant and only the lead tenant will be registered against the deposit with the TDS.
- TDS** Tenancy Deposit Scheme. A government authorized independent dispute resolution service. Provided by Tenancy Deposit Solutions Ltd.
- Consent** Agreement to adhere to terms without further clarification being sought.
- Statutory Exemptions** The GDPR Act recognizes that it is sometimes appropriate to disclose personal data for certain purposes to do with criminal justice or the taxation system. This is a statutory exemption where express consent is not required. In these cases, individuals' rights may occasionally need to be restricted. This also relates to emergency services. For more information please contact the ICO.

SAMPLE

**1 SUMMARY of CORE TERMS**

**1.1** Insert here, (only after this agreement has been signed by,   
Or on behalf of, both parties) the binding **DATE** of this contract

**1.2** Name(s) of **LANDLORD(S)**:

**1.3** **ADDRESS** for Landlord(s):

***IMPORTANT:** - A landlord is required by law (for the purposes of sections 47 and 48 Landlord & Tenant Act 1987) to provide a tenant with his address when making written demands for rent **and** if that address **is not** in England and Wales, provide an address in England and Wales at which notices (including notices in proceedings) may be sent to or served on the landlord, by the tenant.*

***THEREFORE,** Where the address for the landlord inserted at **1.3** is **not** in England and Wales **you must insert,** in clause **1.4,** an alternative address for the landlord (for the purposes of sections 47 and 48 Landlord & Tenant Act 1987), which **is** in England and Wales.*

**1.4** **Managing Agents for Landlord:**

**1.5** Name(s) of **TENANT(S)**:

**1.6** **ADDRESS** of Lead Tenant(s):

**1.7 ADDRESS of PREMISES to be LET:**

**1.8 EXCLUSIONS from the Let premises (e.g. Garage or other outbuildings etc)**

N/A

**1.9 Initial TERM of the tenancy will be:**

12 months FIXED.

**COMMENCEMENT date: from and including:**  
**Subject to Vacant Possession**

at 2PM.

**EXPIRY date; to and including:**

at 10AM.

**1.10 RENT**  per calendar month.

Rent is payable in advance and is due upon the  day of each rental period.

**1.11 A security DEPOSIT of**  **is payable on the signing of this Agreement.**

**1.12 The rent includes:**

N/A

## **GENERAL LIABILITIES, SERVICES AND UTILITIES**

The tenant(s) agree(s) to the following:

**2.1** The property is let to the tenants on the understanding that they are jointly, equally and severally responsible for all rental payments, deposits held, final bills and obligations under this agreement. The rooms are let on a single occupancy only (no room sharing) unless otherwise agreed.

**2.2** To be held liable for the fair net costs involved in carrying out repair and maintenance to the premises or its fixtures or fittings where such action is required as a result of negligence, or significant breach of this agreement, or misuse, by the tenant or his invited guests or visitors.

**2.3** Where the tenant allows, either by default of payment or by specific instruction, the utility or other services to be cut off, either during, or at the end of the tenancy, to pay or be liable to pay, the costs associated with reconnecting or resuming those services.

**2.4** Not to tamper, interfere with, alter or add to the gas, water or electrical installations or meters, either in or serving the premises.

**2.5** Not to have or allow a key meter to be installed or any other meter which is operated by the insertion of coins, or a pre-paid card, or key, without the prior consent of the landlord or his agent which will not be unreasonably withheld. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.) The landlord or his agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

**2.6** Not to change the supplier of the domestic utilities or services referred to in the above clauses without the prior consent of the landlord or his agent. Such consent will not be unreasonably withheld. Where such consent is given, the tenant undertakes to promptly provide the landlord or his agent with full details of the new supplier and account numbers etc. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.) The landlord or his agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

**2.7** If the tenant brings into the premises any gas appliance(s), he must ensure they are safe to use and are properly connected to the appropriate pipe work in the premises by a suitably qualified Gas Safe engineer and to immediately stop using and remove any such gas appliance which is, or becomes known to be, unsafe or dangerous to either the occupants or the premises.

**2.8** For the duration of the tenancy, to pay the appropriate terrestrial television licence fee, cable television or satellite television charges (if any) for the use of any television, or associated broadcast receiving equipment (if any) on the premises.

**2.9** Not to sublet, take in lodgers or paying guests without the landlord or his agent's prior consent. (In order to avoid misunderstandings or disputes later, it is strongly

recommended that the tenant obtain confirmation in writing of any such consent granted.) The landlord or his agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

**2.10** 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 by law by any competent authority.

**2.11** To pay the rent on the days and in the manner specified to the Landlord's Agent.

**2.12** To pay promptly to the authorities to whom they are due, council tax, water and sewerage charges, gas, and electric (if any) relating to the property, including any which are imposed after the date of this Agreement, and to pay the total cost of any reconnection fee relating to the supply of water, gas, and electric if the same is disconnected.

**2.13** All the persons named on page 5 of this Tenancy Agreement are the **only** person(s) allowed to reside in this property during the term of the tenancy agreement.

**2.14** 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.

**2.15 Utilities:** Gas, Electric, Council Tax and Water Charges are to be transferred to the tenant's names by the Tenants at the commencement of the tenancy.  
It is tenant's responsibility to supply exemption certificates to Council if applicable

## **INSURANCE**

(For the avoidance of doubt, the tenant's belongings, furnishings or equipment within the premises are his and are not covered by any insurance policy maintained by the landlord. It is the responsibility of The Tenants to arrange adequate contents insurance for all the Tenants personal belongings and furniture)

**2.16** To take reasonable and prudent steps not to allow anything to be done by invited guests or visitors, which leads to devastation, harm or ruin of the premises or its contents.

**2.17** To reimburse the landlord for any excess sum payable under the landlord's insurance policy for each and any claim on the landlord's policy resulting from any action or inaction on the part of the tenant, his invited visitors or guests in breach of this agreement.

**2.18** To notify the Landlord promptly after any event which causes damage to the property or which may give rise to a claim under the insurance of the property.

**2.19** Tenants are responsible for insuring own belongings.

## **LOCKS AND SECURITY**

**2.20** Not to change, alter, add to or otherwise damage any locks or bolts on the premises (except in the case of an emergency) without the prior consent of the landlord or his agent. Such consent will not be unreasonably withheld. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.) Where any new or additional locks or bolts are fitted to the property, to promptly provide the landlord or his agent with an appropriate set of keys.

**2.21** If any lock or bolt is installed or changed on or in the premises without the prior consent of the landlord or his agent to remove them if so required by the landlord or his agent and be responsible for the fair costs of making good any resultant damage to the premises or spoilage of decoration.

**2.22** To take adequate precautions to keep the premises, including its external doors and windows, locked and secured, and any burglar alarm set, when the premises are empty.

**2.23** During the tenancy, to take such reasonable precautions expected of a householder to keep the premises free of infestation by vermin, rodents or animal fleas. Where such infestation occurs as the result of action or inaction on behalf of the tenants, to be responsible for the appropriate costs in fumigating and cleaning any affected parts as appropriate and for rectifying and or removing the causes of such an infestation.

**2.24** Not to leave the property vacant for more than 30 consecutive days and to properly secure all locks and bolts to the windows and doors when leaving the property unattended. (Not applicable between 1<sup>st</sup> July -30<sup>th</sup> September).

## **GARDEN (If any)**

**2.25** Not to dig up, or cut down, any trees, shrubs or bushes or timber (if any), except with the landlord's prior consent. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.)

**2.26** To cut the grass (if any) of the premises with an appropriate garden mower as necessary from time to time to keep the grass in, or bring about, a neat and tidy condition. Furthermore, to keep the patio areas (if any), paths, garden areas, lawns, flower beds, shrubs or bushes and borders (if any) as tidy, weed free and cultivated, as at commencement of the tenancy.

**2.27** Gardens to be kept neat and tidy. A charge will be made each time the Landlord has to employ a gardener to tidy gardens and clear rubbish caused by tenants. Tenants will be provided with a quotation and 7 days to rectify the breach otherwise the landlord reserves the right to employ a gardener.

SAMPLE

## **USE OF THE PREMISES, FIXTURES AND FITTINGS IN A TENANT LIKE MANNER**

These clauses should not be taken as an exhaustive list.

**2.28** To 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.

**2.29** To take care to replace or have replaced appropriately, light bulbs, fluorescent tubes, fuses etc. as and when necessary during the tenancy and to ensure that all light bulbs, fluorescent tubes, fuses are in place and in working order at the end of the tenancy. To replace or de-scale any shower head or shower hoses as necessary during the tenancy.

**2.30** To be responsible after the first 4 weeks of the commencement date for unblocking or clearing stoppages in any sink, or basin, or toilet, or waste pipe which serve such fixtures if they become blocked with the tenant's waste, or as a result of the actions or inactions of the tenant (or his invited visitors or guests) in breach of obligations under this agreement.

**2.31** Not to bring to the premises any additional furniture (except where the property is unfurnished) without the written consent of The Landlord or his Agent and not leave additional contents at the expiration or determination of The Tenancy

**2.32** The Tenant agrees neither to keep any animal, birds or reptiles or rodents or pet of any form in or on the premises nor to allow his invited guests or visitors to do so without prior written consent of the landlord. The landlord agrees to not unreasonably without such consent. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.) In breach of this clause, tenant is to be responsible for the reasonable costs or rectification of any damage caused or for any appropriate de-infestation, cleaning, fumigation etc., required.

**2.33** 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, immediately replace any furniture or effects lost, damaged or destroyed, and not to remove or permit to be removed any furniture or effects from the property.

**2.34** To use the property as a private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so.

## THE PREMISES, ITS FIXTURES AND FITTINGS

**2.35** Not to alter the appearance or decoration or structure of the premises or its fixtures or fittings either internally or externally without first obtaining the prior consent of the landlord or his agent. Such consent will not be unreasonably withheld. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.)

**2.36** To take care not to put, or allow to be put, any damaging oil, grease or other harmful or corrosive substances into the washing or sanitary appliances or drains within the premises.

**2.37** Not to use or consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law other than in accordance with any conditions required for the legal use of such restricted substances.

**2.38** Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Property/Premises. If in breach of this clause the Tenant smokes or allows others to smoke in the Property/Premises the Tenant agrees to pay for any washing down of walls or other remedial work to rid the Property/Premises of the odour of nicotine. Smoking of any substance (both legal and illegal ) is prohibited at all times in the property and within 3m boundary of any window or door by all persons named in this tenancy and their invited guests.

**2.39** To notify the landlord or his agent as immediately as is practicable of any defect, damage or disrepair which develops or occurs at the premises which might be, or might reasonably be expected to become, a hazard or danger to life or limb or to the fabric of the premises itself. The tenant must not carry out or authorize repairs himself except to take reasonable steps in an emergency to restrict or diminish such immediate dangers or damage.

**2.39 (i)** Out of hours emergencies are to be reported by calling the landlord as per page 4.

**In an emergency (an emergency is classed as gas leaks, dangerous electrics or flooding from burst water pipes):**

**GAS:** if you smell gas, you must alert all your housemates and vacate the house immediately and then call TRANSCO on 0800 111 999.

**ELECTRIC:** If you have electrical issues, ie dangerous electrics, or no power. if no power, please check your consumer unit/fusebox first, if this is okay and all switches are on then call your supplier to enquire about any power cuts in your area and if so liaise with them regarding estimated times when your power will be restored, this is not something we can deal with. Should we receive a call from you to find out there is a power cut the total charge of the engineers call out will be paid for by the tenants. If there is no power cut or there are dangerous/sparking electrics then you must call us immediately.

**WATER:** If there is a burst water pipe and there is flooding in the house, please call us immediately, and place suitable receptacles under the flow of water to avoid any further collateral damage until the plumber arrives

**LOCK OUTS/ LOST KEYS:** if you are unable to be let in by your housemates, please call your landlord for further advice.

**For anything other than this please call the relevant emergency number 999.**

Anything outside these areas is treated as routine maintenance and is to be reported, Monday – Friday during office hours only. Report it to your landlord either by telephone or email and strictly not on the out of hours emergency number.

**2.40** Not to keep on, or bring into the premises, any inflammable or other material or equipment (apart from properly stored fuel or similar material in quantities appropriate for normal domestic use) which might reasonably be considered to be a fire hazard, or otherwise dangerous to the premises or the health of its occupants or of the neighbours.

**2.41** To take such reasonable and prudent precautions expected of a householder as may be required from time to time, but particularly between and including the months of November to February, to prevent damage by frost or freezing occurring to the premises, its fixtures or fittings.

**2.42** Not to place or fix any aerial, satellite dish, or notice or advertisement or board onto the premises (either externally or internally) without first obtaining the prior consent of the landlord or his agent. Such consent will not be unreasonably withheld. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.) Where granted, the tenant will meet all costs of installation and subsequent removal and the reasonable costs of making good of any resultant damage or redecoration if so required by the landlord. The landlord or his agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

**2.43** Not to do anything at the premises (including the playing of excessively loud music) which is a nuisance or annoyance or causes damage to the premises or adjacent or adjoining premises or neighbours or might reasonably be considered to be anti-social behaviour.

**2.43(i)** Where the tenant clearly breaches clause 2.43 and a formal complaint has been made to the landlord/ managing agent, the following procedure will apply:

**(How anti social behaviour will be dealt with in relation to tenants or their visitors and any effect to neighbours).**

In the first instance of a complaint being made we will write to you as group and remind you of your obligations as tenants under the terms of your AST.

In the second instance of a similar complaint being made we will write to you as a group and also write to your guarantors to make them aware of the breaches in your AST.

In the third instance of a similar complaint being made we write to you as a group to arrange a meeting to discuss the history of complaints and why there is a continuation.

During the meeting we will discuss the consequences of such breaches of your AST and the eviction process. Again, any guarantors will be informed as well as Reading University or the local authority/Police as relevant.

In the forth instance of a similar complaint being made we may begin possession processes and seek a court order/ police action against you.

#### **2.43(ii) Any other anti social behaviour**

In the first instance of a complaint being made we will write to you as group and remind you of your obligations as tenants under the terms of your AST.

In the second instance of a similar complaint being made we will write to you as a group and also write to your guarantors to make them aware of the breaches in your AST.

In the third instance of a similar complaint being made we write to you as a group to arrange a meeting to discuss the history of complaints and why there is a continuation.

During the meeting we will discuss the consequences of such breaches of your AST and the eviction process. Again, any guarantors will be informed as well as Reading University or the local authority/Police as relevant.

In the fourth instance of a similar complaint being made we may begin possession processes and seek a court order/ police action against you.

**2.44** Not to remove from the premises any of the landlord's fixtures or fittings, or to store them in a loft, basement, garage or outbuildings (if any) without obtaining the prior consent of the landlord or his agent. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.) Where such consent is granted, to ensure that any such items are stored safely without damage or deterioration and at the end of the tenancy are returned, within reason, to the same places from which they were removed.

**2.45** If tenants fix or hang, any posters, pictures, photographs or ornaments to the walls or ceilings or woodwork with nails, glue, sticky tape, blu-tac or similar adhesive fixings other than solely with a reasonable number of commercially made picture hooks appropriate for the purpose, then at the end of the tenancy in order to remove any adhesive marks on the walls or make good any damage it will be redecorated and the cost will be deducted from the tenants deposit. We do not allow spot/patch painting as it is unsightly and results in an uneven pattern. If an area of wall requires repainting during the course of the tenancy, the tenant must repaint the entire wall in the matching colour.

**2.46** Not to repair cars, motorcycles, vans or other commercial vehicles at the premises apart from general maintenance, from time to time, to a vehicle of which the tenant is the registered keeper.

**2.47** To take reasonable and prudent steps to adequately heat and ventilate the premises in order to help prevent condensation. Where such condensation may occur, to take care to promptly wipe down and clean surfaces as required from time to time to stop the build up of mould growth or damage to the premises, its fixtures and fittings. Please see our separate guide regarding condensation.

**2.48** Where the tenant clearly breaks, or fails to comply with, any of the obligations relating to looking after or the use and occupation of the premises set out under this agreement, the tenant agrees to carry out (at his own cost) any reasonable and necessary corrective measures or action within a maximum of four weeks, or within any alternative timescale agreed with the landlord or his agent, or earlier if urgency requires it, of being asked in writing to do so by the landlord or his agent. After that time, the landlord or his

agent may notify the tenant that the landlord is arranging for the work to be done and in such circumstances the tenant agrees to be responsible and liable for the fair costs involved in those arrangements and for the carrying out of such works.

**2.49** All tenants have seen the entire property to which this agreement relates and are aware of the condition and contents supplied. Any repairs or replacement furniture will be done at the sole discretion of the Agent/Landlord.

**2.50** You must not block any passageways, hallways and staircases throughout the property, or keep any bicycle, or other large items in any shared area of the property without first getting the landlord or the managing agent's permission in writing. Such consent will not be unreasonably withheld. (In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted.)

**2.51** You cannot make any claim against us for any compensation for any loss or damage caused as a result of the washing machine or the tumble dryer (if you have one) breaking down and damaging your belongings.

**2.52** You cannot make any claim against us for any compensation for any loss or inconvenience you suffer if the fridge or freezer (if you have either or both of these appliances) breaks down and causes your food to thaw or become unfit to eat.

**2.53** During the tenancy you must take reasonable measures to keep the premises free of vermin (for example, rats, fleas, bed bugs or parasites). If the premises become infested because of something you have or have not done, you will have to pay the appropriate costs of putting this right and cleaning any parts of the premises which are affected.

**2.54** Not to burn candles or other direct flame/ heat source items in the property under any circumstances. Not to carry out any activity which may cause a naked flame to be present in the property.

## **ACCESS AND INSPECTION (Co-operating with the landlord or his agent)**

**2.55** During the tenancy to permit, at the discretion of the landlord or his agent, a For Sale, To Let or Managed By board to be displayed on the premises.

**2.56** In order to comply with the requirements of the Party Walls etc. Act 1996 (but only upon appropriate formal written notice), to permit the owner of a neighbouring property, or their authorised workman or their professional advisors, access to the landlord's premises in order to carry out any work required to the premises or their neighbouring property under the Party Walls etc. Act 1996.

**2.57** To permit the landlord or his agent or authorised workman, from time to time upon a minimum 24 hours written prior notification (except in the case of emergency), to enter the premises during working hours and or at other reasonable times including at week-ends, to inspect the premises, its fixtures and fittings, and to do work which might be required from time to time in order to fulfill obligations under this agreement or relevant legislation.

**2.58** To permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at reasonable hours to enter and view the Property with prospective tenants or purchasers. The property will automatically be re-marketed, should you wish to renew you will need to contact the Agent/Landlord. Until a renewal has been agreed, signed and COMPLETED the property will continue to be re-marketed with no priority to you as existing tenants.

## **AT THE END OF THE TENANCY**

**2.59** To clean (or pay for the cleaning) to put the premises back into same condition, its fixtures and fittings, including the cleaning of any carpets, curtains (including net curtains), blankets, bedding, upholstery etc. To provide, upon request, receipts to the landlord or his agent to demonstrate compliance with this clause.

**2.60** To remove all the tenant's refuse and rubbish from within the premises and to ensure that it is stored outside in proper receptacles and, where appropriate, make arrangements with the local authority or others for its prompt removal at the expense of the tenant.

**2.61** To return all keys to the premises (including any new or additional or duplicate keys cut during the tenancy) to the landlord or his agent promptly by **10am** on the last day of the tenancy. Failure to do so may result in the locks being changed at the cost of the tenant/s.

**2.62** Having replaced the landlord's items in the same areas of the premises (as far as is practicable) as at commencement of the tenancy, to co-operate in the checking of any Inventory and or Schedule of Condition.

**2.63** To remove all the tenant's belongings, or property, or personal effects, or foodstuffs, or furnishings and equipment from the premises on, or before, the last day of the tenancy.

**2.64** If The Tenant's goods or any of the goods belonging to members of The Tenant's household shall not have been removed from the premises at the time of the expiration or determination of the tenancy (i) pay to The Landlord damages at the rate equal to the rent then payable for The Premises until The Tenant shall remove all such goods and (ii) pay to The Landlord any additional expense incurred by The Landlord in checking the said inventory (which cannot be checked until all goods belonging to The Tenant or members of his household have been removed).

**2.65** Where such items belonging to the tenant are of a bulky or unwieldy nature, (either individually or as a collection) which may inhibit, or unreasonably inconvenience the landlord or other persons immediate ability to comfortably occupy or make use of, or re-let, or sell the premises, or any part of the premises, the landlord reserves the right to charge the tenant damages or compensation at a rate equivalent to the rent, calculated on a daily basis, until the items are removed.

**2.66** To promptly provide as soon as is practicable just before or immediately at the end of the tenancy a forwarding or correspondence address to the landlord or his agent; for ease of administration and communication between the parties, including the processes involved in the return of the deposit.

**2.67** If The Tenant or any Agent appointed by him shall not keep a mutual appointment made by The Landlord's Agents to check the said inventory at the end of the tenancy (including periodic inspections) pay the additional costs incurred by The Landlord making and attending a second appointment to check the said inventory and if either The Tenant nor his Agent shall keep the second appointment any assessment made by The Landlord's Agents of the compensation or other sums payable by The Tenant shall be final and binding on The Tenant

**2.68** 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 be in at the commencement of the tenancy.

**2.69** 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 carpets and curtains which shall have been soiled during the tenancy.

**2.69** To leave the contents at the end of the tenancy in the same places in which they were positioned at the commencement of the tenancy.

**2.70** Deposit will be returned at end of tenancy once final checks have been completed on the condition of the property/room and proof of paid final bills has been provided.

## **LANDLORD'S OBLIGATIONS**

PLEASE NOTE: These are the things that the landlord agrees to do or not to do. If the landlord breaks or does not comply with any of his obligations in this agreement or of his statutory obligations, the tenant may be entitled to claim damages or compensation from the landlord, or to seek other legal remedies against the landlord.

The landlord agrees to the following:

**3.1** To keep the premises and the landlord's contents (if any) insured for such sums and on such terms as the landlord feels appropriate against fire and other risks normally covered by a comprehensive household policy and any other such risks as the landlord considers necessary from time to time.

**3.2** Not to interrupt or interfere with the tenant's lawful occupation, enjoyment or use of the premises other than in an emergency or in the normal and lawful process of exercising or implementing the landlord's rights and obligations under this agreement and having provided at least a minimum of 24 hours prior notification.

**3.3** 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 and 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 by 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.

**3.4** Where the landlord supplies a working burglar alarm with the premises at commencement of the tenancy; to keep it in working order and repair, but only where such a repair is not caused by negligence or misuse by the tenant, his invited guests or visitors.

**3.5** To take reasonable steps to ensure that the landlord's domestic gas and electrical appliances and other similar mechanical appliances in the premises for which he is responsible are safe, in proper working order and in repair both at commencement of, and during the tenancy, as may be necessary from time to time in order to comply with the landlords obligations under the Gas Safety (Installation and Use) Regulations 1998.

**3.6** The landlord confirms that he is the sole or joint owner of the leasehold or freehold interest in the premises and that all appropriate consents necessary for him to sign this agreement have been obtained.

**3.7** 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, provided that the Tenant has not caused or contributed to the damage through neglect or misuse of the Property.

**3.8** 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 obligations in this Agreement or should the Rent be in arrears by more than fourteen days whether formally demanded or not.

**3.9** Should the rent fall two months in arrears, both jointly or severally, the Landlord reserves the right to serve a section 8 notice on the tenant(s) to gain possession of the property bringing this tenancy to an end. The same applies for any willful damage caused to or by the tenant or any guests of the tenant to the property or any contents supplied by the landlord.

SAMPLE

## **THE DEPOSIT**

### **HOW THE SECURITY DEPOSIT WILL BE DEALT WITH**

The deposit referred to in clause 1.11 will be held as security for and in respect of, the performance by the tenant of all the obligations of the tenant in this agreement including those set out in this section (4); to pay for or be used for;

**4.1** Any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which the tenant may be liable, subject to an apportionment or allowance for reasonable fair wear and tear and for the age and condition of each and any such item at commencement of the tenancy.

**4.2** The fair costs incurred in compensating the landlord for, or for rectifying or remedying any meaningful breach by the tenant of his obligations under this agreement, including those relating to the cleaning of the premises, its fixtures and fittings.

**4.3** Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property for which the tenant is liable.

**4.4** Any rent or other money lawfully due or payable by the tenant under this agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy.

**4.5** Deposits not to be used as rental payments during your tenancy.

**4.6** On signing this agreement, the Tenants agree to return within 14 days of full payment of their deposit to collect and sign the Deposit Protection Certificate and prescribed information.

### **• DEALING WITH THE DEPOSIT AFTER THE END OF THE TENANCY**

**4.7** This tenancy is included in the (TDS). This is an approved scheme full details of the repayment process including the scheme for resolution of disputes is available upon request or at [www.mydeposits.co.uk](http://www.mydeposits.co.uk) and as set out in clauses 4.10 to an inclusive of 4.11 of this tenancy agreement.

**4.8** The tenants agree that where more than one person occupies the property on the tenancy agreement that a named lead tenant will be allocated by all tenants to act on their behalf at the commencement of the tenancy. It is the tenants' responsibility to inform all parties in writing if the lead tenant changes during or on expiry of the tenancy.

**4.9** The statutory rights of either landlord or tenant to take legal action against the other remain unaffected.

**4.10** The deposit (or appropriate balance) will be returned to the lead tenant on behalf of all tenants.

**4.11** The deposit will not be released until proof of all closed utility accounts have been submitted and acceptance of charges received from all tenants.

**4.12** If monies lawfully due to the landlord under this agreement are more than the deposit held, the tenant will be liable to pay any excess to the landlord within 14 days of written demand.

**4.13** **Deposit Repayments:**

The TDS, Mydeposits, Landlord or Managing Agent will not release any part of the Deposit unless it has:

- All Parties' agreement to do so; or
- A Decision from an Adjudicator; or
- A Court Order regarding the Dispute.

SAMPLE

## 5. DATA PROTECTION & CONFIDENTIALITY

**5.1** Agents and Landlords may share details about the performance of obligations under this agreement by the landlord and tenant; past, present and future known addresses of the parties, with each other, with credit and reference providers for referencing purposes and rental decisions; with Utility and Water Companies, local authority Council Tax and Housing Benefit departments, Mortgage lenders, to help prevent dishonesty, for administrative and accounting purposes, or for occasional debt tracing and fraud prevention. Tenant's agree and understand landlord, Letting and Managing agents are required to hold and pass on this information due to lawful purposeless. We cannot create a tenancy without such consent.

**5.2** Under the Data Protection Act 1998 and GDPR 2018, you have a right to see a copy of personal information held about you and to have it amended if it is shown to be incorrect, please make all request in writing to:

Data Controller: Landlord as stated in Section 1.

If the request is of onerous or vexatious in nature we will only provide you with information as requested on payment of a fee which will be no greater than that set by statute.

**5.3** Some of your data will be held for no more than 7 years once your tenancy expires and this will only relate to information that is deemed to be covered by statutory exemptions and needed by organizations such as HMRC, emergency services and for legal representations. Otherwise under GDPR you will have the right to be forgotten when you expressly tell us so in writing.

**5.4** Tenants agree to keep their contact details up to date with us and consent for us to hold such data in order to inform you about inspections and serve statutory notices.

Please tick this box

Please note that if you do not agree to use of your data in this way we will not be able to tell you about visits to the property and we will not accept responsibility or claims for breach of peaceful enjoyment of the property or that you are unaware of changes in day to day correspondence.

**5.5** You agree that we can share data with third parties such as our contractors or appointed surveyors for the purpose of solely arranging visits to your property to carry out maintenance, surveys or quotations. This data will not be used for third parties such as virgin media.

Please tick this box

Please be aware that by not allowing consent it may not be possible to carry out repairs and we will not be held responsible for any breaches to the Landlord and Tenant Act 1988.

**5.6** You agree that the Agent or Landlord can share data with trusted third parties such as virgin media or other utility supply schemes that are not mandatory services and that they can contact you in accordance with GDPR.

Please tick this box

**5.7** You agree that where required we can take pictures of the property, inside and out (including of those in the property over the age of 18) for the accurate recording of the property periodically throughout your tenancy and for these to be shared, where required, for legitimate comparisons with outside agencies such as deposit adjudicators; loss adjusters and surveyors.

Please tick this box

Please be aware that by not allowing consent it may not be possible to carry out repairs and we will not be held responsible for any breaches to the Landlord and Tenant Act 1988.

**5.8** Your landlord will make their privacy policy available to you on request.

**5.9** Your data will be held in strictest confidence and in accordance with ICO and GDPR. Any breaches in the security of your data will result in you and ICO being notified within 72 hours of such breach occurring.

## **6. SIGNATURES of the PARTIES IMPORTANT**

**6.1** This agreement contains the terms and obligations of the tenancy. It sets out the promises made by the landlord to the tenant and by the tenant to the landlord. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this agreement using plain and intelligible language, it inevitably contains some legal terms or references. If either party does not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a solicitor, Citizens Advice Bureau or Housing Advice Centre.

**6.2** The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his knowledge and belief.

**6.3** The Landlord has been given the opportunity to examine information relating to the tenancy and to confirm by signing this document that the information is accurate to the best of the Landlord's knowledge and belief.

**6.4** Tenant confirms that the information provided to the Agent and the Landlord is accurate to the best of his knowledge and belief.

**6.5** Any changes to immigration or circumstance relating to the tenant or permitted occupiers is to be reported within 48 hours in writing to the Landlord or the Agent.

The following are **SPECIAL or ADDITIONAL CLAUSES** negotiated between the parties. (Examples might be: clauses relating to Pets or Animals, Smoking, Break Clauses, Rent Review clause, permitted occupiers, additional charges etc)

**THE PAYMENT OF YOUR RENT:**

1. Full rent is payable throughout the complete term of the tenancy.
2. **It is the Tenant's responsibility to check their account and ensure standing orders have been received by their bank and set up correctly. It is tenant's responsibility to cancel standing orders at the end of the tenancy.**

**OTHER:**

3. Small Electrical appliances. Appliances such as microwaves, kettles and toasters are not normally provided by the landlord and as such that have been left by the previous tenants do not form part of your contract.
4. The Landlord reserves the right to employ a cleaner at the tenant's expense if the property is in need of cleaning when the agent carries out routine inspections.
5. Sub-Letting is not allowed. Tenants may replace themselves in the tenancy on discretion of the landlord, all applications must be submitted in writing.
6. The tenancy cannot come to an end under any circumstances other than at lawful termination. If a tenant wishes to leave the property a replacement tenant has to be found before the landlord / agent is notified ready to start the change of occupancy process. Sub-Letting is not allowed.
7. The tenant will be liable for meeting all reasonable removal and/or storage charges when items are left in the premises. The landlord will remove and store them for a maximum of 28 days. If items are not collected the landlord may dispose of the items and the tenant will be liable for the reasonable costs of disposal. The costs may be deducted from any sale proceeds or the deposit and if there are any costs remaining they will be the tenants liability.
8. Rent is subject to review and increase at the end of the tenancy upon renewal.
9. Rent arrears: rent is due on the date stated in this AST. If rent is not received after the due date we will contact you to remind you for payment. After 14 days rent remains unpaid we will charge you a daily rent (stating from the due date) of interest at the prevailing Bank of England Base rate plus 3% and any other associated charges.
10. All contractors must be approved by landlord/ letting agent and have the correct and valid qualifications and have the required level of professional indemnity insurance for the work instructed.
11. Please contact your landlord directly to arrange check in/ key collection.

*As a matter of good practice, and to help avoid misunderstandings or disputes later; where special or additional clauses have been inserted in this section, the parties should initial the bottom of this page*

**Please note that all the above charges are subject to VAT at the prevailing rate**

## **ADDITIONAL CHARGES**

### **Default fee and damages payments**

This tenancy is subject to the tenancy fee act 2019 . This act does not affect the Landlord/ Agent's entitlement to recover damages for breach of the tenancy agreement or costs incurred by action/ inaction of the tenant by way of deducting from the tenancy deposit or requesting payment during the tenancy. A landlord/Agent is entitled to cover the costs of contractual breaches of the tenancy in accordance with the Landlord and Tenancy Act 1985. The costs you will have to pay are as follows. We will not charge you for any covering letter

### **DEFAULT FEES**

**Late Rent:** Where rent is unpaid 14 days after it is due, interest at Bank of England Base rate plus 3% will be charged on a daily basis starting from the rent due date. You can also be charged any costs/ penalties the landlord has to pay his lender if a mortgage payment is missed.

**Lost Keys:** If you lose your keys you will need to pay for the replacement of the lock and key and the contractor call out costs.

**Amendment to AST / Replacement Tenant/ Change of Details:** no more than £50 plus VAT per request.

**Damage to the property:** Contractor invoice.

**Failure to keep appointments or prevent access for required visits** such as Gas Safety Inspections, periodic Inspections which had been previously agreed, unless cancelled no later than 12 hours beforehand you agree to pay any charges as per contractor invoice .

**You will be responsible for any reasonable call-out charges** if you wrongfully ask for contractor to come to the property, and this is due to incorrect information, inaction on your part or against our or our agent's advice. You agree to pay any charges as per contractor invoice .

**\*Please note that all the above are subject to VAT at the prevailing rate\***

SIGNED by the LANDLORD(s):  
Or the AGENT

PRINT

DATE

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SIGNED by the TENANT(s):-

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SAMPLE

# CONDENSATION INFORMATION SHEET

## How does condensation occur?

Condensation occurs when warm moist air comes into contact with a cold surface. Walls, ceilings, and in serious cases floors become covered with moisture which can cause mould, rot, and the growth of fungus. The incidence of condensation is increased if a room is not properly ventilated, the temperature is not moderated, or if excessive moisture is being produced. The cold weather is usually worse for causing condensation because windows are opened less frequently, and more moist air is trapped indoors for longer.

## Where does condensation occur?

Some condensation is inevitable in bathrooms and kitchens for short periods after usage, but it can also occur in infrequently heated rooms. It appears on windows, or in cupboards or corners of rooms where air circulation and ventilation are restricted.

## Top twelve condensation tips:

You can reduce almost all the condensation in your home if you follow the Tips listed -

1. When possible, hang your washing out to dry. If you have to dry clothes indoors, put it in the bathroom with the door closed and a window open. Do not dry it on radiators. If you have a tumble drier, make sure it has an outside vent to carry away the warm moist air.
2. Keep pan lids on when cooking, and use minimal water for cooking.
3. Keep kitchen and bathroom doors closed when the rooms are not in use, this prevents warm moist air from spreading to other rooms.
4. Ventilate your bathroom for about twenty minutes after use - leave a small window open.
5. Ventilate your home for about an hour a day by leaving all internal doors open and opening a small window upstairs and one downstairs, which are at opposite positions in the house. This is called 'cross-ventilation'.
6. When filling a bath, run the cold water first and add the hot water last, this will reduce steam production by as much as ninety per cent.
7. Ventilate your cupboards and drawers. Try to ensure they are placed against internal, rather than external walls. Place heavy furniture on small blocks to allow air to circulate underneath, and avoid having furniture flush against walls for the same reason.
8. Do not draft-proof every window and door in any room with a condensation problem. Leave the top edges of doors and windows without draft-proofing to allow air to circulate.
9. Try to keep some heating in all rooms during cold weather - condensation is caused by cold surfaces so a little heat over a long period of time is more effective than a blast of heat for a short time.
10. Try not to place beds up against two walls, where possible have the head end against an internal wall.
11. Also remember if TWO people occupy one bedroom, and also use it for long periods during the day, rather than the communal areas, then the condensation is twice the usual amount to deal with.
12. If condensation is on your windows in the morning, do not just leave it, you must wipe it away or it will lead to water moving onto the walls which in turn will create the black mould. There is a clause in all Tenancy contracts which require the tenant to be mindful of condensation, which they are creating. (Remember, a landlord does not create condensation).

Prevention is always better than cure, and following these simple steps will ensure that the condensation in your property is kept as low as possible, and should not give rise to any serious problems. If mould does appear, clean the area thoroughly with Muffycid spray or a traditional fungicidal wash.