

ASSURED SHORTHOLD TENANCY AGREEMENT

relating to

XXXX
WOTTON, DORKING
SURREY RH5 XXX

XXXX

and

MR AND MRS XXXX

ASSURED SHORTHOLD TENANCY AGREEMENT

TABLE OF CONTENTS

<i>Clause no/ schedule</i>	<i>Provision</i>	<i>Page no</i>
1	DEFINITIONS.....	2
2	INTERPRETATION.....	2
3	TENANT'S RESPONSIBILITIES.....	2
4	LANDLORD'S RIGHTS.....	7
5	LANDLORD'S RESPONSIBILITIES.....	7
6	DEPOSIT.....	8
7	MISCELLANEOUS PROVISIONS.....	9
8	STATUTORY PROVISIONS.....	11
9	HEADLEASE.....	11

SPECIMEN ONLY

ASSURED SHORTHOLD TENANCY AGREEMENT

Date	
Landlord	XXXX of XXXX Wotton, Dorking, Surrey RH5 XXX
Tenant	Mr and Mrs XXXX of XXXX, Dorking, Surrey RH5 XXX
Property	XXXX, Wotton, Dorking, Surrey RH5 XXX
Additional Rights	e.g. rights of access and parking
Term	12 months starting on 1 st January 2017 and ending on 31 st December 2017 and thereafter from month to month
Rent	£X,XXX•XX (XXXX) clear of deductions for every month of the Term payable in advance on or before the 1 st day of each month
Deposit	£X,XXX•XX (XXXX)
Reservation	All sporting rights over the Property are reserved to the Landlord and those authorised by him
Landlord's Address for Notices	Batcheller Monkhouse, New Bartram House, 3-5 Swan Court, Station Road, Pulborough, West Sussex RH20 1RL
Letting Provisions	The provisions set out in the schedule
A	The Landlord lets and the Tenant takes the Property for the Term at the Rent and subject to the Letting Provisions.
B	This agreement is intended to create an assured shorthold tenancy under section 19A of the Housing Act 1988 (as amended by the Housing Act 1996). The Tenant acknowledges that the Landlord has the right to take back the Property under section 21.
C	The Landlord notifies the Tenant under section 48(1) of the Landlord and Tenant Act 1987 that the address at which all notices must be served on him is the Landlord's Address for Notices.

THE SCHEDULE
(The Letting Provisions)

1 DEFINITIONS

In this agreement the following words and expressions have the meaning set opposite them:

- | | | |
|-----|-------------|--|
| 1.1 | Agent | The agent (if any) for the time being of the Landlord as notified by the Landlord to the Tenant. |
| 1.2 | Contents | The furniture and effects set out in the Inventory. |
| 1.3 | Inventory | The Inventory (if any) of Contents attached to this agreement. |
| 1.4 | ICE | The Independent Case Examiner of The Dispute Service Limited |
| 1.5 | Landlord | Includes any person who is entitled to the Property at the end of the Term. |
| 1.6 | Working Day | Any day other than Christmas Day, Good Friday, a Saturday, Sunday or bank holiday in England or Wales. |

2 INTERPRETATION

- 2.1 If the Landlord or the Tenant is more than one person their rights and responsibilities are joint and individual.
- 2.2 The clause headings do not affect the interpretation of this agreement.

3 TENANT'S RESPONSIBILITIES

The Tenant agrees with the Landlord:

3.1 Rent

- 3.1.1 To pay the Rent monthly in advance on the date specified under "Rent" on Page 1 hereof whether formally demanded or not to:

Batcheller Monkhouse Clients Account
National Westminster Bank plc
Petworth Branch
Sort Code XXXXXX
Account No. XXXXXXXX

- 3.1.2 To make the first payment on the date of this agreement.
- 3.1.3 To pay the Rent by banker's standing order into the Landlord's bank or in any other way required by the Landlord.

- 3.1.4 That payment of Rent on behalf of the Tenant by another person is deemed to be payment by the Tenant.
- 3.1.5 To notify the landlord's agents forthwith if the Tenant applies for Housing Benefit or Local Housing Allowance or any similar allowance
- 3.1.6 In the event of Housing Benefit or any similar allowance being granted to the Tenant to arrange if so requested by the Landlord for the same to be paid by the relevant public authority directly to the account hereinbefore mentioned or as the Landlord may direct
- 3.1.7 To permit the Landlord's agents to discuss any aspect of the Tenant's application for or receipt of Housing Benefit or any similar allowance with the relevant public authority

3.2 Other payments

- 3.2.1 To arrange and pay for all services (including the following if applicable) to the Property including all standing charges:
 - 3.2.1.1 gas, electricity, water and oil;
 - 3.2.1.2 water and sewerage;
 - 3.2.1.3 telephone and broadband.
- 3.2.2 To pay the council tax charged on the Property and any tax or charge replacing it and not to claim any empty and/or unfurnished discount at any time during the Term.
- 3.2.3 To pay the licence fee for the television set (if any) in the Property.

3.3 Condition of the Property

- 3.3.1 To keep the interior of the Property clean and tidy and in good repair and to replace all broken glass as soon as possible.
- 3.3.2 To clean all the windows of the Property (both inside and outside) at least once every two months and to have all chimneys and flues cleaned and swept at least once per annum.
- 3.3.3 To keep the Contents properly cleaned, polished and laundered.
- 3.3.4 Not to alter or add to the construction or layout of the Property and not to carry out any decoration of the Property without the prior written consent of the Landlord.

- 3.3.5 Not to fix any picture or other object to the walls, woodwork or ceilings of the Property by adhesive tape or similar materials and not to damage them with nails, screws, pins or other objects.
- 3.3.6 To repair or replace with similar articles of equal value any Contents which are destroyed, lost or damaged by the Tenant or by any person at the Property with the Tenant's permission.
- 3.3.7 To give the Landlord written notice as soon as possible of any damage, destruction or loss to the Property or the Contents.
- 3.3.8 Not to remove the Contents from the Property except for cleaning or repair.
- 3.3.9 To keep the Property free from pests and vermin.
- 3.3.10 To report to the Landlord damp or signs of mould at the Property and to wipe down any areas of mould growth with a suitable household fungicidal wash (not bleach) and to follow the safety instructions for the use of any such product.
- 3.3.11 To keep open and free from obstruction all baths sinks taps and lavatory systems waste and other pipes and rainwater goods including gutters and downpipes and to indemnify the Landlord against all damage through any breach of this stipulation or through leakage or overflow from any such drains or fittings resulting from the negligence of the Tenant.

3.4 Garden (if any)

- 3.4.1 To keep the garden properly cultivated and free from weeds and in a tidy condition.
- 3.4.2 To keep the lawns properly mown and the trees and shrubs pruned.
- 3.4.3 Not to cut down or remove any trees, shrubs or plants (other than annual plants at the end of the season).
- 3.4.4 Not to alter the layout of the garden.

3.5 Assignment and underletting

Not to assign, underlet, charge or part with or share possession or occupation of the Property.

3.6 Use

- 3.6.1 To use the Property as a single private dwelling only for the occupation of the Tenant and only such adult members as the Landlord or his Agent may previously approve in writing.

- 3.6.2 Not to take in paying guests or lodgers.
- 3.6.3 Not to use or allow the Property to be used for any business or for any illegal or immoral purpose.
- 3.6.4 To obey any reasonable regulations made by the Landlord for the efficient running and security of the Property.
- 3.6.5 Not to permit the telephone (if any) to be disconnected and not to transfer the telephone number.
- 3.6.6 Not to disturb others at any time with noise or vibration.
- 3.6.7 Not to allow any noise or vibration to be heard or felt outside the Property between the hours of 11 pm and 9 am.
- 3.6.8 Not to do or allow to be done on the Property anything which causes nuisance, damage or annoyance to the Landlord or to the occupiers of any neighbouring property.
- 3.6.9 Not to put in the common parts (if any) of the building of which the Property forms part anything which might be a nuisance to other occupiers of the building.
- 3.6.10 Not to keep or allow to be kept any animal, bird or reptile on the Property without the prior written consent of the Landlord which if given shall be deemed to be by way of licence revocable at will.
- 3.6.11 Any consent given in 3.6.10 shall be without prejudice to the Landlord's rights to recover sums from the Tenant for any soiling or damage caused to the Property by any pet, save for what is agreed by the Landlord to be "fair wear and tear".
- 3.6.12 To test not less than once per month the smoke alarms and carbon monoxide alarms (where fitted) at the Property and to pay for all maintenance of the said alarms including the replacement of a worn out battery.
- 3.6.13 To safety test the Tenant's own portable electrical appliances and any other electrical equipment owned by the Tenant regularly and to remove from the Property any appliances that fail the said test.
- 3.6.14 To arrange for a suitably qualified technician to regularly service and maintain the aga, rayburn, parkray (if any) or any other solid fuel heating appliance owned by the Landlord or the Tenant at the Property.
- 3.6.15 To use the central heating boiler at the Property (if any) on a regular basis, most particularly when external temperatures are below 5 degrees Celsius.

3.6.16 To occupy and use the Garage (if any) at the Property principally for the garaging of a private vehicle belonging to the Tenant or his co-habiting family and not to keep anywhere at the Property or other permitted parking place any untaxed vehicle without the prior written consent of the Landlord or his Agent.

3.7 Insurance

To insure all the Tenant's own belongings in the Property. The Landlord does not accept liability for loss damage or destruction to the Tenant's own belongings except where the Landlord or his Agent has been negligent.

3.8 Notices

3.8.1 To forward to the Landlord immediately any correspondence addressed to him which is delivered to the Property.

3.8.2 To inform the Landlord immediately of any notice affecting the Property which is sent to the Tenant or left at the Property or which in any way comes to the attention of the Tenant.

3.9 Security

3.9.1 To fasten all locks and bolts securely whenever the Property is left unoccupied and during the winter months to take adequate precautions to avoid damage to the Property by freezing.

3.9.2 Not to change or alter the locks on the Property and not to have extra keys made without the prior written consent of the Landlord.

3.10 Return of the Property

3.10.1 To permit anyone authorised by the Landlord during the last two months of the Term to view the Property at reasonable times by prior appointment. If it is not convenient for the Tenant to be at the Property at the time of viewing he must make the keys available so that an escorted visit can be arranged.

3.10.2 During the last two months of the Term to allow the Landlord to put up a notice on the Property that it is to be let or sold.

3.10.3 To return the Property and the Contents to the Landlord at the end of the Term in a state that complies with the Tenant's responsibilities and to leave the Contents where they were at the beginning of the Term.

3.10.4 To arrange and pay for the professional cleaning (including where appropriate ironing or pressing) of all carpets, furniture, curtains, soft furnishings and bed coverings included in the Contents in the final week of the Term.

3.11 Indemnity for the Landlord

To keep the Landlord indemnified against all damage, costs and liability arising directly or indirectly from:

- 3.11.1 any act, omission or negligence of the Tenant or any person at the Property expressly or impliedly with the Tenant's consent; or
- 3.11.2 any failure by the Tenant to comply with his responsibilities in this agreement.

4 LANDLORD'S RIGHTS

- 4.1 If the Tenant does not carry out any of his repairing responsibilities within one month of written notice from the Landlord asking him to do so the Landlord has the right to carry out the work at the Tenant's expense.
- 4.2 The Landlord and anyone authorised by him may at reasonable times on giving not less than 48 hours' prior notice (except in an emergency) enter the Property to carry out:
 - 4.2.1 an inspection of the Property or the Contents; or
 - 4.2.2 any repair and decoration of the exterior; or
 - 4.2.3 any structural or other repair to the Property.
 - 4.2.4 filming or photography of the exterior

The Landlord must cause as little inconvenience to the Tenant as possible and repair any damage caused.

5 LANDLORD'S RESPONSIBILITIES

The Landlord agrees with the Tenant:

- 5.1 to pay all taxes and other outgoings due for the Property for which the Tenant is not responsible; and
- 5.2 to allow the Tenant to occupy the Property for the Term without any interference (except where otherwise stated in this agreement) from the Landlord or any person lawfully claiming through or in trust for him provided that the Tenant complies with his responsibilities; and
- 5.3 to employ a competent and qualified technician at annual intervals during the tenancy to service the central heating boiler (if any); and
- 5.4 to regularly empty any cesspool or septic tank serving the Property.

6 DEPOSIT

The Deposit is held by the Landlord/Landlord's Agent as stakeholder. The Landlords Agent is a member of the Tenancy Deposit Scheme. The Deposit as the sum specified under "Deposit" on Page 1 hereof is paid by the tenant to the Landlords Agent.

Purpose of the deposit

The Deposit has been taken for the following purposes:

- 6.1 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 "fair wear and tear", the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the landlord
- 6.2 The reasonable costs incurred in compensating the landlord for, or for rectifying or remedying any major breach by the tenant of the tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings
- 6.3 Any rent or other money due or payable by the tenant under the tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy.
- 6.4 The Tenant agrees to pay the Deposit to the Landlord/Landlord's Agent on signing this agreement.
- 6.5 The Landlord agrees to deal with the Deposit in accordance with the Tenancy Deposit Scheme authorised under the Housing Act 2004 ("TDS").
- 6.6 The Deposit may be used by the Landlord towards remedying a breach by the Tenant under this agreement.
- 6.7 The Tenant may not use the Deposit as rent or for any other payment to the Landlord.
- 6.8 No interest shall be payable to the Tenant on the Deposit.
- 6.9 The Tenancy Deposit Scheme protects the Deposit and its prescribed information is set out in the schedule attached.
- 6.10 The Landlord will return the balance of the Deposit to the Tenant in accordance with the procedure below after the Landlord has deducted the cost of putting right any breach of the Tenant's responsibilities.
- 6.11 At the end of the tenancy
 - 6.11.1 The Agent must tell the Tenant within 10 Working Days of the end of the tenancy if they propose to make any deductions from the Deposit.

- 6.11.2 If there is no dispute the Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of this agreement. Payment of the Deposit or any balance of it will be made within 10 Working Days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- 6.11.3 The Tenant should try to inform the Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the Deposit within 20 Working Days after the termination or earlier ending of the Term and the Tenant vacating the Property. The ICE may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- 6.11.4 If, after 20 Working Days following notification of a dispute to the Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- 6.11.5 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by the clauses above.

7 MISCELLANEOUS PROVISIONS

7.1 Termination by Landlord

The Landlord has the right to re-enter the Property and end this agreement without affecting his other rights if:

- 7.1.1 any of Grounds 2, 8, 10 to 15 inclusive or 17 set out in schedule 2 to the Housing Act 1988 apply and the Landlord obtains an order for possession of the Property; or
- 7.1.2 any Rent is not paid for more than 10 Working Days after it is due (whether formally demanded or not); or
- 7.1.3 the Tenant becomes bankrupt or enters into an arrangement with his creditors or suffers distraint on the Property; or
- 7.1.4 an application for an interim order is made or an interim receiver of the Tenant is appointed under the Insolvency Act 1986; or
- 7.1.5 the Tenant fails to comply with any of his responsibilities and if it is possible to correct the failure he still does not correct it within 20 Working Days of notice from the Landlord requiring him to do so; or
- 7.1.6 if the Property is left unoccupied for more than 20 Working Days.

7.2 Interest

If the Rent or any other money is not paid five Working Days after the due date (whether formally demanded or not) then interest is payable by the Tenant to the Landlord on the unpaid amount. The rate of interest will be five per cent above the base rate at the time of Barclays Bank plc (or any other comparable rate designated by the Landlord if the base rate is no longer published) calculated on a daily basis from the due date for payment until actual payment. The Landlord may recover the interest as though it is Rent. This right to interest does not affect the Landlord's other rights under this agreement.

7.3 Termination of agreement

If the Property is damaged and becomes unfit for occupation and remains unfit for at least 20 Working Days and the damage is covered by the Landlord's insurance policy and there has been no act or failure to act by the Tenant which would vitiate a claim under that policy then the Tenant is entitled to terminate this agreement on giving 20 Working Days' notice in writing to the Landlord. This termination will not affect any rights which have accrued under this agreement.

7.4 Agent

Unless notified to the contrary by the Landlord the Tenant must accept any direction, notice or consent from the Agent as made on the Landlord's behalf and must deal with the Agent as the authorised representative of the Landlord and must pay the Rent and other money to him.

7.5 Service of notices and proceedings

7.5.1 A notice or proceedings served under this lease are to be in writing and may be served:

7.5.1.1 personally; or

7.5.1.2 by first class post; or

7.5.1.3 by leaving them for the Tenant at the Property.

7.5.2 A party's address for service is to be his address in this agreement or as last notified in writing to the other or in the case of a company its registered office and in all cases is to be an address in England or Wales.

7.5.3 A party's facsimile transmission number is the number at the date of this agreement or as last notified to the other.

7.5.4 Service is deemed:

7.5.4.1 at the time of service if served personally or left at the Property; and

7.5.4.2 48 hours (excluding the hours of any day which is not a Working Day) after posting.

7.5.5 A party is to notify the other in writing within five Working Days of a change of address or facsimile transmission number.

7.5.6 (a) If the Tenant shall wish to vacate the Property on or after the date of expiry of the Term the Tenant shall serve not less than two months notice in writing to this effect on the Landlord

(b) If with the consent of the Landlord the Tenant shall remain in occupation following the expiration of the Term but the Landlord shall not have let the property to the Tenant for a further fixed term the Tenant thereafter shall occupy the property under a [monthly] statutory periodic tenancy within the meaning of the Housing Act 1988 on the same terms and conditions mutatis mutandis as those contained in this agreement such tenancy to be terminable by either party on giving to the other not less than two months prior written notice of such determination which in the case of any notice given by the Landlord shall comply with the provisions of Section 21(4) of the Housing Act 1988

7.5.7 Where the tenant comprises one person only in the event of his death during the Term his personal representatives shall notify in writing the Landlord or his agents as soon as practicable of the death and the tenancy hereby granted shall be deemed to determine two months from the date of service of such notice or the date of expiry of the Term whichever shall be the earlier unless the Landlord agrees to accept shorter notice

8 STATUTORY PROVISIONS

This agreement is subject to section 11 of the Landlord and Tenant Act 1985 as amended by section 116 of the Housing Act 1988.

9 HEADLEASE

Where the Property is a flat this tenancy includes all rights and easements to which the Landlord is entitled under the head lease and is subject to the exceptions and reservations contained in it.

WARNING

This is a formal document, designed to create legal rights and legal obligations. Take advice before signing it.

Signed by the Landlord's duly Authorised Agent

Batcheller Monkhouse, New Bartram House, 3-5 Swan Court, Station Road, Pulborough, West Sussex RH20 1RL

Signed by the Tenant

Signed by the Tenant