

# AVTAR

## PROPERTIES

# Assured Shorthold Tenancy Agreement

For letting furnished dwelling on an Assured Shorthold Tenancy under Part 1 of the Housing Act 1988 (As amended by the Housing Act 1996) and the provisions for recovery of possession by the Landlord in section 21 thereof apply accordingly.

Deposit is registered with The Deposit Protection Service

## Date

This agreement is between:

Landlord's Agent

Landlord's Name

AND

Tenant Name(s)

Address

Term

Commencing on

Ending on

Total House Rent

Deposit

**Rent:** The total rent for the property is due on the 1st of each month, unless otherwise stated.

**Deposit:** Your deposit is paid in advance of any tenancy and will be protected with the **Deposit Protection Scheme** for the duration of your tenancy.

**Occupancy:** The maximum number of permitted occupiers for your property is equal to the names outlined in the tenancy agreement

## GENERAL TERMS AND LETTING CONDITIONS

### 1. Definitions

Where the context so admits or requires

**1.1** "The Landlord" includes the person for the time being entitled to reversion.

**1.2** "The Tenant" includes all person/s (if any) deriving title under the tenant.

**1.3** "The Property" includes any fixtures, furniture and effect belonging to the Landlord and in or upon the Property.

### 2. Furniture Furnishings / Effects

The Tenant shall keep the furniture, furnishings and effects in their present state of repair and condition and use the same in a tenant like manner and preserve the same from destruction or damage and shall replace with similar articles of at least equal value or if the Landlord so requires pay to the Landlord the value of any part of the furniture, furnishings and effects which have not been so kept or preserved as to be incapable of being restored to their former condition.

### 3. Notice of Address

For the purpose of Section 47 & 48 of the Landlord and Tenant Act 1987 the address at which any Notices (including Notices in any proceedings) may be served on the Landlord by the Tenant, is as set out on page one of this Agreement, until the Tenant is notified in writing to the contrary.

### 4. Guarantor

It is the tenant's responsibility to inform the Guarantor if any responsibilities are not being met including making the Guarantor aware of communications between the Tenant(s) and the Landlord or Landlord's Agent. Any letters or communications will normally be served to the tenanted address. The Landlord or his agent reserves the right to contact the guarantor should the Tenant(s) be in breach of this agreement.

### 5. Deposit

The Tenant shall pay the deposit specified in the Particulars to the Landlord's agent. The deposit has been taken for the purpose of paying compensation due to the landlord as a result of any breaches of the Tenants obligations hereunder and include such matters as destruction, damage or breakages to the property and to the fixtures and furniture at the property as well as for any non payment of rent, administration fees, legal costs interest outstanding final bills and Court fees (if any) and for any other losses the landlord may incur which are attributable to the actions of the Tenant occurring during the term of the Tenancy.

**5.1** The Deposit will be protected by the Deposit Protection Service (the DPS) in accordance with the terms and conditions of the DPS. The terms and conditions and AD Rules governing the protection of the deposit including the repayment process can be found at [www.depositprotection.com](http://www.depositprotection.com). We recommend that you are present when we check the property at the end of your tenancy.

**5.2** The Agent must tell the Tenant within 28 days of the end of the tenancy if they propose to make any deductions from the Deposit

**5.3** If there is no dispute the Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy 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.

**5.4** The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by the above provisions.

## **6. Tenant's Obligations**

The Tenant agrees to observe and perform the following obligations:

**6.1** Pay the rent as stated in the "Particulars" at the times and in the manner specified and that in the event of the Tenant failing to pay the rent on the due date the Landlord reserves the right to charge interest on the rent or any unpaid part thereof or any other money which is unpaid at the rate of 4% over Bank of England Base Rate from the date when payment was due until it is actually made (whether before or after any Court Judgment).

**6.1.1** An administration charge is payable in respect of any cheque, or request for payment which is not paid by the tenants.

**6.2** To arrange for the electricity, gas and telephone services (as available to the Property) to be immediately transferred into the Tenant's name upon commencement of this Agreement and to inform the Landlord or Landlord's Agent of any change of supplier for any of the utility services. The Tenant also agrees to pay for all such accounts in respect of the Property where appropriate and to settle all outstanding accounts with such services immediately before the termination of this Agreement or the Tenant's departure from the Property.

**6.3** To pay for all Water Rates and services, all Council Tax charges and any other charges levied on the Property and to inform the Landlord or Landlord's Agent of any changes to the utility suppliers. The Tenant also agrees to settle all outstanding accounts with such services immediately before the termination of this

Agreement and the Tenant's departure from the Property. Currently full time students are exempt from paying council tax.

**6.4** The Tenant agrees to pay reasonable costs for the replacement or repair of any fittings that are broken, lost, stolen, damaged or destroyed during the Term (damage by fire and other insurable risks excepted unless it was the result of any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Property) or at the option of the Landlord to compensate for these items.

**6.5** The Tenant agrees to use the Property in a reasonable manner and to take reasonable care of the Property including any Fixtures and Fittings and to keep the Property and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Property and the Fixtures and Fittings at the determination of the Term in a clean and tidy condition and in good order in accordance with the tenant's obligations under this agreement.(fair wear and tear excepted) and to deliver all keys for the Property to the Landlord.

**6.6** The Tenant agrees to keep all electric lights in good working order and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary.

**6.7** The Tenant agrees to regularly check that all installed smoke / heat detectors and burglar alarms (whether battery operated or Mains hard wired) are in good working order and in particular to replace all batteries as and when necessary. The tenant shall also agree to inform the Landlord or his agent if any of the above cease to operate or malfunction.

**6.8** The Tenant agrees to keep all electrical appliances and apparatus in good working order during the Tenancy and to pay the television set licence fee for any television set or a proper proportion thereof according to the duration of the Tenancy.

**6.9** The Tenant agrees to notify the Landlord or the Landlord's Agent immediately in writing of any damage, destruction or loss that may happen at the Property or to the Contents and Effects whether by fire or for whatsoever reason.

**6.10** The Tenant agrees to notify the Landlord or the Landlord's Agent immediately should repairs become necessary for which the Tenant is not liable for and in no circumstances should the Tenant arrange or give instructions for any such repairs to be carried out except at the written request of the Landlord or the Landlord's Agent, otherwise the Tenant shall be responsible for the cost of any repairs carried out in breach of this provision.

**6.11** The Tenant agrees not to carry out any redecoration at the said Property or any part of the Property without the previous consent in writing of the Landlord or the Landlord's Agent such consent not to be unreasonably withheld and in the case of any such breach the Tenant shall be responsible for the entire cost of the redecoration at the expiration or sooner determination of the Tenancy.

**6.12** Not to make any alteration or additions to the Property without the prior written approval of the Landlord or the Landlord's Agent.

**6.13** Access and Inspection of the Property - The Tenant agrees to allow the Landlord, the Landlord's Agent or any other person authorised by the Landlord to enter the Property at all reasonable times of the day by giving the Tenant 24 hours' notice (notice will be either given by text message, email or letter), to visit and examine the condition of the Property and to carry out any repairs, maintenance, alterations or replace the Fixtures and Fittings for the purpose of complying with any obligations imposed on the Landlord by law

**6.14** The Tenant agrees to allow the Property to be viewed during the Tenancy at all reasonable times by prior appointment (notice will be either given by text message, email or letter) made by the Landlord or any person acting on behalf of Landlord for the purpose of showing a prospective purchaser or tenant the Property for selling or re-letting of the Property and to allow the erection of a 'For sale' or 'To let' board(s) at their discretion on the Property.

**6.15** Not to assign the tenancy without the Landlord's prior written consent such consent not to be unreasonably withheld. Not to sub let, part with or share possession or occupation of the Property or any part thereof, provided always that the Tenant shall be permitted to share the occupation of the Property with the person(s) whose name(s) is/are specified in the Particulars of the Tenancy Agreement or with the Landlord's approval such approval not to be unreasonably withheld..

**6.16** The Tenant agrees not to take in Lodgers or Paying Guests without the Landlord's written consent.

**6.17** The Tenant agrees not to carry out any Trade or Business or Profession at the Property but to use the Property as a single private residence only.

**6.18** The Tenant agrees not to exhibit, display or place any notice or advertisement on the Property of any description that is visible from the outside of the Property without the Landlord's written consent.

**6.19** The Tenant agrees not to use the property for any Illegal, Improper or Immoral use or use or consume in or about the Property any prohibited or controlled substances or drugs.

**6.20** The Tenant agrees not to install or change any locks in the Property without the Landlord's or Landlord's Agent prior written consent.

**6.21** The Tenant agrees that if any additional keys are made that the Tenant will deliver all keys to the Landlord at the conclusion of the tenancy and in the event that any such keys have been lost the Tenant agrees to pay the Landlord all reasonable costs incurred by the Landlord to replace the locks to which the lost keys belong.

**6.22** The Tenant agrees that if any lock is installed or changed at the Property without the Landlord's prior written consent then the Tenant will immediately remove them and replace them with the same locks if required by the Landlord and to fix at the Tenant's own expense any resulting damage.

**6.23** Nuisance and Noise - The Tenant agrees not to do anything at the Property that can cause a nuisance, damage, disturbance, annoyance, injury or inconvenience to the Landlord's Property or any adjoining or neighbouring property or its occupiers.

**6.24** The Tenant will not hold or conduct any social gathering at the Property and not play any musical instrument or use any stereo, radio or television or other musical or electrical instrument or other means of reproducing music or sound in such manner as to be audible outside the Property or likely to cause any nuisance or annoyance or inconvenience to the occupiers of any neighbouring, adjoining or adjacent property between the hours of 11.30pm and 7.00am.

**6.25** The Tenant agrees to remove all rubbish from the Premises and to place it within the dustbins or receptacles provided and where any dustbins have been provided to ensure that all rubbish is placed and kept inside a plastic bin liner before placing the rubbish in the dustbin.

**6.26** The Tenant agrees to comply with the Local Council Waste collection arrangements with regards to putting out the council wheelie bin and return same after collection and further agrees to comply with any recycling arrangements relating to refuse disposal

**6.27** Inflammable substances and equipment - The Tenant agrees not to keep or use any paraffin heater, liquefied petroleum, gas heater or portable gas heater in the Property, and not store or bring any articles of an especially combustible inflammable or dangerous nature in to the Property whereby any insurance on the Property may become void or voidable or where the rate of premium may increase.

**6.28** Gardens and Driveways - Where any Garden, Driveways, Pathways, Lawns, Hedges and Rockeries are included in the Tenancy, the Tenant agrees to keep them clean and tidy and free from weeds. To keep any grass regularly mowed, and trees and shrubs pruned (where lawnmowers and garden tools are provided by

the landlord). Furthermore, the Tenant agrees not to alter the layout of any Garden, Driveways, Pathways, Lawns, Hedges and Rockeries without the Landlord's prior written consent.

**6.29 Animals and Pets** - The Tenant agrees not to keep or have any visiting animals, reptiles or birds on the Property without the prior written consent of the Landlord which will not be withheld unreasonably, no consent will be given for cats and dogs. If the Landlord gives his written consent for the Tenant to keep any animal, reptile or bird on the Property then the Tenant agrees to have the Property professionally cleaned with de-infestation cleaner at the termination of the Tenancy and to provide a receipted invoice to the Landlord or the Landlord's Agent as written proof that he has complied with this clause.

**6.30 Sanitation, Pipes, Drains** - The Tenant agrees to keep in good working order and free from obstruction all baths, sinks, lavatories, Saniflow (macerator units), drains, waste and other pipes, and gullies on or serving the Property and to indemnify the Landlord for any damage caused by any breach of this stipulation.

**6.31** The Tenant agrees not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the utility services serving the Property.

**6.32** The Tenant agrees that during the winter months to take adequate precautions to avoid damage by frost and freezing to any of the said drains, pipes, or any apparatus or installation relating to the utility services serving the Property.

**6.33** The Tenant agrees not to allow any oil, fat, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Property.

**6.34 Security to the Property when empty** - Whenever the Property is left unattended, the Tenant agrees to fasten securely all dead locks or other locks and bolts fitted to doors and windows permitting access to the Property, and that any Property alarm system is activated and that any code numbers are not changed without the consent of the Landlord, such consent not to be unreasonably withheld. In breaching this clause the Tenant will be responsible for all reasonable costs incurred by the Landlord and including the costs for restoring the alarm system to an operational condition.

**6.35** The Tenant agrees not to leave the Property vacant or unoccupied for a period in excess of 14 consecutive days (in the case of full time student this applies to term time only) without first giving written notice to the Landlord or Landlord's Agent of his intention to do so, and before doing so the Tenant will take adequate steps to ensure that the Property is reasonably protected against the risk of damage by frost, by either draining down all water supplies in or serving the property and also to ensure that the stopcock is turned off or by providing adequate heating during the period the Property is vacant.



## 7. End of the tenancy

**7.1** The Tenant agrees to leave the landlords contents and effects at the end of the tenancy in the same places in which they were positioned at the commencement of the tenancy.

**7.2** Check out- Landlord or the Landlord's Agent will be entitled to check the property and its condition in the absence of the Tenant or his representative.

**7.3** The Tenant agrees to return the keys of the Property to the Landlord or Landlord's Agent on the agreed termination date, or at the end of the tenancy no later than 12 noon, whichever is sooner, and to pay for any reasonable charges incurred by the Landlord or Landlord's agent in securing the property against re-entry where the keys have not been returned. (Subject also to clauses 6.20, 6.21 and 6.22 above).

**7.4** Tenant's items left at the Property - If any of the Tenant's goods or any goods belonging to members of the Tenant's household have not been removed from the Property at the time of expiration or sooner determination of the Tenancy, the Tenant agrees that the Landlord or Landlord's Agent's may dispose of these items, this will be chargeable to the tenant/s.

**7.5** The Tenant can remain liable for the rent and utility charges at the Property until such time as the property has been returned to the Landlord or Landlord's agent without any further hindrance by the tenant or any other occupier at the property.

## 8. Costs and expenses

**8.1** Early Termination - In the event of this Agreement being terminated before the end of the stated period by the Tenant(s) other than by a breach of the Agreement by the Landlord, the Tenant agrees to pay all reasonable costs incurred in relation to the re-letting the Property, any administrative charges raised by the Agent in connection with the above and any loss of rent incurred by the Landlord as a result of the Tenant's action to the extent that the Landlord must demonstrate that he has used his best endeavours to re-let the property but has failed to do so.

**8.2** The Tenant agrees to pay the costs and expenses (including solicitor's costs) incurred by the Landlord or the Landlord's Agent in connection with any Notice Served or letters sent requiring the Tenant to remedy a breach of their Tenancy obligations at a minimum cost of £15.00 per item sent, not excluding other costs that may also occur due to the Tenant's breach.

**8.3** The Tenant's personal belongings and property to be comprehensively insured on taking up Tenancy at the Property, such insurance not to be dependent upon the intruder alarm, if any, being inoperative.

**8.4** The Tenant's own furniture and belongings at the Property shall be at the Tenant's risk. The Landlord shall not be liable to the Tenant for any loss or damage to the Tenant's belongings or of any other kind (including loss or damage resulting directly or indirectly from any burglar alarm being inoperative for any reason) unless due to the Landlord's negligence, default or breach of any of the terms of this Agreement.

**8.5** Please refer to our scale of charges for other administration charges. Available up on request.

## **9 Landlord's Obligations**

The Landlord agrees with the Tenant as follows: -

**9.1** That the Tenant paying the rent and observing and performing all the Tenant's obligations under this agreement may quietly enjoy the Property without any unlawful interruption by the Landlord or to any person rightfully claiming to be under the trust of the Landlord.

**9.2** To insure the Property against loss or damage by fire to the full reinstatement value and other risks as the Landlord thinks fit and to return to the Tenant any rent payable for any period whilst the Property is rendered uninhabitable or inaccessible by reason of fire (other than a fire caused by the actions or default of the Tenant, Tenant's guest, visitor or person acting on behalf of the tenant) or other inevitable accident the amount in case of dispute to be settled by formal arbitration or in a Court of law.

**9.3** To pay and indemnify the Tenant against all Taxes, assessments and outgoing other than those in respect of which the Tenant is liable for under this agreement.

**9.4** The Landlord agrees to keep in repair and proper working order all mechanical and electrical items including all washing machines dishwashers and other similar mechanical or electrical appliances belonging to the Landlord. This clause will not however require the Landlord to repair any such items if the cause of the damage is as a result of any act or neglect on the part of the Tenant.

**9.5** This Agreement will take effect subject to the provisions of Sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) which imposes on the Landlord obligations to repair the structure and exterior (including drains gutters and pipes) and certain installations for the supply of water electricity and sanitation (including basins sinks baths and sanitary conveniences and for space heating or heating water but

not other fixtures fittings and appliances for using the supply of water and electricity). The Landlord will not accept responsibility for charges incurred by the Tenant for the repair of these items except in the case of any emergency.

## **10 Enforcement of Obligations**

Breaches of this Agreement by the Tenant- If at any time during the Tenancy:

**10.1** The Tenant fails to pay the rent or any part of the rent for more than 14 days after payment is due;

**10.2** The Tenant fails to observe or perform any Agreement or obligation under this Agreement;

**10.3** The Tenant becomes bankrupt or enters into a voluntary arrangement with his creditors;

**10.4** The Tenant leaves the Property vacant or unoccupied without the Landlord or Landlord's Agent consent;

**10.5** Then the Landlord will be entitled to take immediate steps to recover possession of the Property from the Tenant and/or the Occupier by issuing proceedings for possession in the appropriate Court or Tribunal. In the event of the Landlord taking this action this will not alter any other rights or obligations within this agreement unless the Court or Tribunal rules otherwise.

**10.6** The receipt of Rent by the Landlord will not be seen as a waiver of any breach of the Tenants' obligations or provisions within this Agreement which must be performed by the Tenant.

## **11 Notices**

**11.1** The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any Notices served on the Tenant will be sufficiently served if sent by ordinary first class post to the Tenant at the Tenanted Property or the last known address of the Tenant or left addressed to the tenant at the Tenanted Property. This clause will apply to any notices authorised or required to be served under this Agreement or under any Act of Parliament relating to the Tenancy.

## 12.1 Schedule of charges

Referred payment of rent **£30.00**

Late payment charge **3.00% plus bank base rate *subject to rent amount***

Tenancy Re-assignment **£150.00**

Replacement key (Master Key System) **£40.00**

Replacement Key (Standard Key) **£10.00**

### Early Move in

In the event that your property is available to move in before your tenancy start date key collection may be made available to you. This will however incur a daily charge of rent for the duration charged at full rent for the property.

### Late Move out

Tenants that move out later than 12 noon on the last day of their tenancy will incur a daily charge of rent for the duration, charged at full rent for the property. This has to be agreed in writing by Avtar Properties at least 14 days prior.

Please note that we do not provide a lock out service for tenants who have lost their keys out of office hours.

## Important Notice

This document is legally binding once signed. If there is anything you do not understand you should get advice from a solicitor or advice agency before signing this agreement

The Terms and Conditions printed within apply to this letting. The Tenant hereby acknowledges that the rent is due **jointly and severally** from all Tenants and accepts the Terms and Conditions, which **I/We** have read and understood.

| Tenant(s) Name | Signature of Tenant | Date Signed |
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Signed on behalf of the Landlord by Avtar Properties by: \_\_\_\_\_

**Signed:** \_\_\_\_\_