

ASSURED SHORTHOLD TENANCY AGREEMENT
(DEPOSIT HELD BY AGENT UNDER TENANCY DEPOSIT SCHEME/DISPUTE RESOLUTION SERVICE
LIMITED)

DATE: XX/XX/XXXX

THIS TENANCY AGREEMENT IS BETWEEN

Name of Landlord: XX

whose Agent is: TOMLINSON ESTATE MANAGEMENT LTD of
Imperial House, 143 Lenton Boulevard, Lenton, Nottingham, NG7 2BT
AND

Name(s) of Tenant(s)

1. (nominated lead tenant)
2.
3.
4.
5.

Address of Property: XXXXXXXXXX, XXXXXXXX, Nottingham, NGX XXX

Term XX/XX/XXXX until 12 noon on XX/XX/XXXX

Rent:

At the rate of £XXXXXXX per month.

The Deposit is payable in addition.

The Council Tax is not included and is payable in addition.

The Water charges are not included and are payable in addition.

The utility charges are not included and are payable in addition.

Rent Payment The Rent is payable in advance as follows

XX/XX/XXXX	£XXXXXXX
XX/XX/XXXX	£XXXXXXX
XX/XX/XXXX	£XXXXXXX
XX/XX/XXXX	£XXXXXXX

There is a surcharge of 2½% for all payments made by Credit Card.

Deposit The Deposit of £XXXX is paid by or on behalf of the Tenant.

The Agent is a member of the Tenancy Deposit Scheme.

Maximum number of occupants X

IT IS AGREED as follows:-

1. Where the context admits:

(1a) The "Landlord" includes the persons for the time being entitled in reversion expectant on the tenancy

(1b) The "Tenant" includes the persons deriving title under the Tenant and where several tenants agree to take the premises together each tenant shall be jointly and severally liable for any payment of costs arising with regard to the tenancy

(2) Any agreement not to do something is also an agreement not to allow someone else to do it.

2. The Landlord lets and the Tenant takes the Property for the Term at the Rent payable as above, unless a Retainer is also detailed above, in which case occupation is permitted only after the end of the Retainer period, unless special permission is granted by the Landlord. In this instance, then between the date of commencement of the Term and the date when occupation of the Property is to commence, at the end of the Retainer period, the Landlord may in its entire discretion permit the Tenant to leave possessions in the Property at the sole risk of the Tenant, the Tenant recognising that the Landlord may during such time have to affect alterations, additions, repairs or redecorations to the Property which could result in theft or damage to such possessions. The Tenant may not without special arrangements being made in writing with the Landlord occupy the Property for sleeping, cooking or for any other purpose during this time. During this time, the Tenant instead of paying the full Rent due and payable hereunder will pay to the Landlord a Retainer in the amount set out above

3. The Property is let together (in common with others) with the right to use such common parts as are outside the property (if any) (for example stairwell, kitchen and bathroom) designated by the Landlord for use in connection with the Property ("the Shared Accommodation")

4. The Property is also let together with the fixtures, fittings, furniture and effects in the Property including those specified in the Inventory signed by the parties (if supplied) with the use of the same in the Shared Accommodation (if any) ("the Furniture and Effects"). The Inventory will be supplied at the time of occupation (defined as the time upon which the first key is collected from the Landlord or Agent) and must be returned to the Landlord or Agent within 10 working days of supply, else the existing Inventory will be deemed full and correct.

5. Where the Property is within a building containing a basement or cellar having no habitable rooms then the basement or cellar is excluded from the premises let under this Agreement but the Tenants shall have a right of access to such basement or cellar to use any electrical appliances provided there by the Landlord or to have access to installations for the supply of utilities to the Property (but not otherwise)

6. In the event of Council Tax bill being payable in respect of the Property the responsibility of paying such bills falls entirely on all the Tenants who should be jointly and severally liable to the issuing authority

7. Any notice to be served under this Agreement or under any statutory enactment relating to the Tenancy or the Property this Agreement shall be treated as served if served by first class pre-paid post to the Property or the address of the Landlord, Landlord's Agent or hand delivered to either place or under any Statutory Enactment relating to the tenancy or the premises

8. The Tenant will:

- (1) Pay the Rent at the times and in the manner specified in this Agreement
- (2) Pay for all gas and electric light and power which shall be consumed or supplied on or to the Property during the tenancy, the water charges charged in respect of the Property during the tenancy and the amount of all charges made for the use of the telephone (if any), internet or the television licence or other utilities supplied to the Property during the tenancy or a proper proportion of the amount of the rental or other recurring charges to be assessed according to the duration of the tenancy. Proof of such payments will be provided to the Landlord at the end of the tenancy before any deposits can be returned
- (3) Pay for the proportion of the HMO licence which is incurred during the tenancy, which is factored into the Rent
- (4) Pay the Deposit to the Landlord on the date of this Agreement, along with an administration fee to the Agent of £40, and return the completed Guarantee and proof of standing order completion (or post-dated cheques if by prior arrangement) within 14 days of the date hereof or prior to the commencement of the Term, whichever is sooner; and if the Landlord shall have to send any reminder letter to the Tenant (the first reminder letter not to be sent until 30 days after the date hereof) the Tenant shall pay the sum of £10+VAT for each reminder letter. The Tenant acknowledges that in accordance with Clause 13(7) no keys to the Property will be handed over to the Tenant until both the Deposit in full has been paid, and the Guarantee (duly completed) has been returned, to the Landlord
- (5) Not damage or injure the Property or make any alteration to it or addition to it nor decorate any part of the Property without the prior written consent of either the Landlord or the Landlord's Agent such consent not to be unreasonably withheld. The Landlord will not be under any obligation to affect any alteration, addition, decoration or repair to the Property unless agreed in writing with the Tenant.
- (6) Prevent the Fixtures and Effects from being destroyed or damaged and not remove any of them from the Property or store any of them in any basement or cellar rooms which is not a habitable basement or cellar.
- (7) Not to leave the Property unoccupied for more than 14 days without notifying the Landlord
- (8) Jointly with the other persons using them keep the Shared Accommodation clean, tidy and undamaged and to pay a proportionate part (according to the number of people sharing the Shared Accommodation) of the costs of cleaning, repair or replacement. If any furniture needs replacing or if the Property needs cleaning or if other repairs or redecoration are required to the Property on its surrender at the end of the Term then the Tenant will pay an administration fee of £30+VAT per tenant for the Landlord supervising such cleaning, repairs, replacement or redecoration

(9) Vacate the Property at the end of the tenancy and leave the Property in the same clean state and condition as it was in at the beginning of the tenancy (or as it was after it was cleaned by the Landlord subsequent to the beginning of the tenancy). If the keys are not collected within one month of the beginning of the tenancy it shall be assumed that the Property was in a clean state and condition at the start of the tenancy

(10) To pay for the repair of and/or replace all such items of the Furniture and Effects as shall be broken, damaged or destroyed during the tenancy due to the default of the Tenant or any other resident of the Property or any visitor or other person for whom the Tenant is responsible (reasonable wear and tear and damage by fire and other insured risks excepted)

(11) Leave the Furniture and Effects at the end of the tenancy in the rooms or places in which they were at the beginning of the tenancy

(12) Leave the curtains in a clean condition and hung in an appropriate manner and to pay the reasonable costs incurred by the Landlord in doing so if the Tenant fails to comply with this provision

(13) To keep the interior of the Property in good repair and in good decorative order (damage by fire and other insured risks and fair wear and tear excepted)

(14) Permit the Landlord or the Landlord's Agent at reasonable hours to enter the Property (a) to view the state and condition, (b) to affect repairs works or improvements thereto, and (c) to carry out any obligation imposed by law; where access has been arranged by appointment to pay any callout charge if they are denied access or are unable to gain access

(15) Not sublet, assign or transfer the Property without the Landlord's prior written consent, such consent not to be unreasonably withheld

(16) Not sublet, license or otherwise part with occupation of the Property

(17) Not carry on in the Property any profession, trade or business or let apartments or take in paying guests on the Property

(18) Not place or exhibit any notice board or notice on the Property or use the Property for any other purpose than that of a strictly private residence

(19) Not introduce into the Property any furnishings which do not comply with the tests set out in the Furniture and Furnishings (Fire) (Safety) Regulations 1988 and any amendments to these regulations. These regulations prohibit furnishings which do not pass certain fire safety tests

(20) Not allow any pets onto the Property without the written permission of the Landlord or their Agent, such permission not to be unreasonably withheld. The Landlord reserves the right to withdraw the permission at any time for good reason

(21) Not do on the Property anything which may be or become a nuisance or annoyance to the Landlord or the tenants or occupiers of any neighbouring premises such as noise, abuse, interference or harassment etc.

- (22) Not do anything which might entitle the Landlord's insurers to refuse or reduce payment in the event of a claim and not do anything which might cause the Landlord's insurance premiums to increase
- (23) Permit the Landlord or the Landlord's Agents at reasonable hours following notice to enter and view the Property with prospective tenants or purchasers
- (24) Inform the Landlord or the Landlord's Agents immediately on receipt of any notice served by a local authority in regard to the Property
- (25) Report all items of disrepair to the Landlord or Landlord's Agent promptly, accurately and fully and pay the Landlord for any reasonable callout charges which are incurred as a result of inaccurate, inadequate or untimely reporting
- (26) Not use the Property for any illegal or immoral purposes
- (27) On being requested to do so to notify the Landlord in writing of the identity of each utility supplier for the Property together with the reference and any account number
- (28) If, for any reason, a credit meter is installed at the Property by any utility supplier then following the expiry of the tenancy pay the cost of changing back such meter. The charge will be a £50.00+VAT administration charge plus any charge made by the supplier
- (29) Not fit or change any locks at the Property without the previous permission of the Landlord such permission not to be unreasonably withheld and the Tenant shall provide the Landlord with a complete set of keys to any new locks which are fitted by the Tenant
- (30) Where the building within which the Property is comprised includes any non-inhabitable basement or cellar not to put any goods or belongings or rubbish in the basement or cellar or otherwise use the same for storage
- (31) Remove all rubbish from the Property and to place the same within the dustbin, wheelie bin or other receptacle provided. Where there is a dustbin or wheelie bin, the Tenant will ensure that all rubbish is placed and kept inside plastic bin liners in such dustbins or wheelie bin. The Tenant will comply with any recycling arrangements relating to refuse disposal at a Property as notified to the Tenant
- (32) Inform the landlord of any changes in their name, email address, contact phone number, or home address of the signatory of their Guarantee
- (33) If there are any vermin in the premises notify the Landlord immediately in writing. Where there is vermin in the Property the Tenant shall take such steps as may be necessary to eradicate them so long as this does not involve any work to the structure or fabric of the Property
- (34) In cold weather or when the Property is unoccupied protect the premises from frost by providing adequate heating for the premises
- (35) Not dispose of fat, rice or any other similar matter into any drains sinks or waste which serve the Property so as to prevent them from being blocked
- (36) Make sure that the Property is kept properly ventilated

(37) Not instruct any contractor to carry out any work at the Property and in particular not arrange for the boarding up of the Property in the event of any burglary. The Landlord must be notified of any repairs required including emergency repairs using the phone number provided

(38) Pay interest on any rent or other sums payable under this Agreement which remain outstanding and unpaid for 7 days after the date when the same became payable at the rate of 4% per annum above National Westminster Bank PLC base rate (as varied from time to time) from the date when the same became payable until payment (such interest to be paid both before and after any Court judgement)

(39) Comply with all requirements imposed by law in relation to the Property (except for any which the Landlord is obliged by law to observe) and not to allow anything to be done which may be a breach of the term of any licence relating to the Property

(40) Carry out any visual inspection or check required to the fire detection or burglar alarm systems at the premises

(41) Notify the Landlord of any change to the burglar alarm code and to pay an administration fee in respect thereof of £50.00+VAT to the Landlord if the code is not returned to its original state after the end of the tenancy

(42) Provide any batteries needed to any smoke alarm system at the Property and at all times ensure that such working batteries remain in the smoke alarm detector. The Tenant will report any faulty smoke alarm detector immediately to the Landlord

(43) Not tamper or interfere with any fire doors, fire alarms or fire detection system at the Property and immediately notify the Landlord of any faults in the alarm system of which the Tenant becomes aware

(44) Permit the Landlord to display signs on the exterior of the Property indicating that the Property is for sale or to let

(45) Insure the Tenant's own belongings at the Property where applicable

(46) Pay the Landlord's reasonable administration charges and all reasonable legal costs, debt collector's charges, or other costs and expenses incurred by the Landlord in connection with the recovery of arrears of Rent or other monies payable under the Agreement or the enforcement of any breach by the Tenant of the terms of this Agreement. Unless a charge is specified the Landlord's administration charges will be assessed according to time reasonably spent. This will include a reasonable charge to the Tenant if the Landlord has to arrange for someone to call at the Property because the Tenant has lost any keys or is otherwise locked out (unless this is due to the fault of the Landlord). The Landlord may also make a charge if any cheque for Rent is not cleared when presented for any reason or if the Landlord has to write to the Tenant about the Rent arrears. The charges are as follows:-

	£
Letter regarding outstanding Rent	10.00
Refer to drawer (where bank represent cheque)	5.00
Dishonoured cheque	20.83
Visit regarding non payment of Rent	30.00
Other letters required due to breach of tenancy terms	10.00
Letters or documents requested by the tenant	10.00

All of these charges are for each letter per Tenant and exclude VAT if applicable.

(47) Not exceed the maximum number of occupants who are permitted to reside at the property

(48) Agree to allow the Landlord or Landlord's Agents to obtain a credit reference check.

9. If the Rent or any instalment or part thereof shall be in arrears for more than 14 days after the same it shall have become due (whether legally demanded or not) or if there shall be a breach of any of the agreements by the Tenant, the Landlord (or the Landlord's Agent) may re-enter on the Property and immediately the tenancy shall absolutely determine. This is without prejudice to the other rights and remedies of the Landlord. This right may not be exercised by the Landlord without obtaining a Court Order at any time while anyone is residing at the property.

10. The Landlord agrees with the Tenant as follows:

(1) The Landlord shall be entitled to charge an administration fee in the event of the Tenant (or any of the persons named as the Tenant) desiring to vacate the property before the expiry of the tenancy

(2) Such administration fee shall be a sum equivalent to one month's Rent under this Agreement or (if not all of the persons named as the Tenant are vacating) then an amount equivalent to one month's equal share of the Rent by those persons who are vacating.

(3) The provisions of this Clause do not affect any liability to pay Rent or otherwise comply with the terms of this Agreement. This provision does not allow the Tenant (or any person named as the Tenant) to terminate this Agreement before it expires or prejudice the Landlord's rights under this Agreement.

11. The Landlord agrees with the Tenant as follows:

(1) To pay all assessments and outgoings in respect of the Property (except the water charges, council tax, charges for the supply of gas or electric light and power and the use of any telephone or

internet services) and any other charges for which the Tenant is responsible under this agreement.

(2) The Tenant paying the Rent and performing the agreements on the part of the Tenant may quietly possess and enjoy the Property during the tenancy without any unlawful interruption from the Landlord or any person claiming under or in trust for the Landlord

(3) To return to the Tenant any Rent payable for any period while the Property is rendered uninhabitable by fire or any other risk against which insurers are effective

12. The Landlord will hold the Deposit and refund it to the Tenant once the Tenant has vacated the Property at the end of the tenancy (however it ends) but less any deductions properly made by the Landlord to cover:

(1) Any unpaid Rent or other charges under Clause 8(2) and the Landlord is authorised but not obliged to pay these on behalf of the Tenant

(2) The cost of remedying breaches of any of the Tenant's agents under this agreement

(3) Compensation for the Tenant's use and occupation of the Property if the Tenant fails to vacate on the due date or give proper notice.

(4) Any interest earned on the Deposit will belong to the Agent

(5) The Agent must tell the Tenant within ten working days of the end of the tenancy if they purpose to make any deductions from the Deposit.

(6) 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 agreeing the allocation of the Deposit.

(7) 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 Tenancy and the Tenant vacating the property. The Scheme's Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of the TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in this matter.

(8) If, after 10 working days following the notification of a dispute to the Agent and reasonable attempts have been made in that time to resolve any differences of opinion there remains and unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to sub-clause (9) below) be submitted to the ICE for adjudication, all parties agreeing to co-operate with the adjudication.

(9) The Statutory Rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by sub-clauses (5) to (8).

(10) If the Property is sold or where the Agent manages the Property if it ceases to manage it the Agent may pay the Deposit to a person who is a member of the Tenancy Deposit Scheme (operated

by the Dispute Service) or arrange to protect it under one of the other authorised tenancy deposit protection schemes even though the Agent holds the Deposit as a stake-holder.

13. It is agreed as follows:

(1) The Tenancy Agreement shall take effect subject to the provisions of Sections 11 to 16 of the Landlord and Tenant Act 1985 if applicable to the tenancy. These provide that the Landlord is responsible for keeping the structural exterior and certain installations in the property for the supply of water, gas and electricity, space heating and water heating.

(2) For the purposes of Clause 6.15 of the Civil Procedure Rules (which allows for service of claim forms by a contractually agreed method) in the event of any claim being issued in Court in relation to this Agreement the claim form may be served in any way permitted under the rules on any person named as the Tenant on the Landlord at the address respectively specified above (or such other address in England or Wales as may be notified from time to time in writing by any party to the other parties).

(3) In the event of the Property or any of the Furniture and Effects not being in a clean condition at the beginning of the tenancy:

(a) The Tenant shall notify the Landlord providing sufficient details of why the same are not clean within 48 hours of receipt of the keys to the Property using the tick sheet provided for this purpose

(b) The Landlord will carry out any necessary cleaning within 14 days of receipt of such notification

(c) The keys must be collected within one month of the beginning of the Term. If they are collected later than this then the Landlord is not obliged to carry out any cleaning under this clause

(d) The Landlord shall be under no liability to the Tenant for the cleanliness of the premises at the beginning of the Tenancy, except in respect of the Landlord's obligation to carry out any necessary cleaning following notification in accordance with this Clause.

(4) The Landlord shall be entitled to have and retain a set of keys for the Property to be used in an emergency or if the Property is unoccupied or where arrangements for access have been agreed with the Landlord or to carry out any repairs or cleaning which has been notified to the Landlord by the Tenant.

(5) When giving notice that the Landlord intends to enter the Property for any reason this may be done by the Landlord specifying the times between which entry may be required.

(6) If any of the Tenant's furniture or belongings remain at the Property once the Tenancy has ended and the Tenant has vacated the Landlord may treat these as abandoned unless the Landlord acting reasonably considers it economic to store them in which case the Landlord may store them at the expense of the Tenant and notify the Tenant of this. The Landlord shall be entitled to be paid all reasonable costs incurred in connection with the removal disposal or storage of any such furniture or belongings.

(7) The Tenant shall not be entitled to take possession of the Property or to any keys to the Property unless and until:

- (a) The full amount of the Deposit has been paid to the Landlord
- (b) A Guarantee in a form reasonably satisfactory to the Landlord has been provided in respect of each Tenant
- (c) The first instalment of Rent for the Property has been paid.

In the event that the Tenant has failed to comply fully with this obligation within one month of the beginning of the Tenancy the Landlord may by notice in writing determine the tenancy with immediate effect.

14. NOTICE under Section 48 of the Landlord and Tenant Act 1987. The Tenant is hereby notified that notices (including notices in proceedings) may be served on the Landlord by the Tenant at Imperial House, 143 Lenton Boulevard, Lenton, Nottingham, NG7 2BT.

15. The Tenant hereby declares that s/he has not misrepresented or failed to disclose circumstances to the Landlord or the Landlord's Agent in order to acquire the tenancy.

16. Notice is hereby given to the Tenant that possession of the Property may be obtained under Ground 2 Schedule 2 of the Housing Act 1988.

SIGNED by the Landlord or his/her agent named above

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By signing this agreement the Agent is not personally liable to the Tenant.

SIGNED by the Tenants named above

1. (Nominated lead tenant)

2.

3.

4.

5.

Dated: XXXXX