

Assured Shorthold Tenancy Agreement



AN AGREEMENT MADE ON: _____

BETWEEN _____

WHOSE ADDRESS IN ENGLAND IS: _____

(Hereinafter called the "Landlord")

of the one part

and

Tenant *(please insert your full name in capitals below)*

(Hereinafter called the "Tenant")

Of *(Tenant please insert the following correct information)*

TENANT'S PREVIOUS ADDRESS _____

MOBILE PHONE NUMBER _____

HOME TELEPHONE NUMBER* _____

EMAIL ADDRESS _____

DATE OF BIRTH *(DD/MM/YY)* _____

PASSPORT NUMBER _____

** Please include full area (& international country codes if applicable)*

LANDLORDS INITIALS _____ TENANTS INITIALS _____

IT IS HEREBY AGREED AS FOLLOWS:

(Landlord to fill in the spaces)

1. The landlord agrees to let and the Tenant agrees to take a tenancy of a room known as **number XX** (hereinafter called "The Room") which is the bedroom situated upstairs at the front of the house, within XX Street Name, Leicester, POST CODE (hereinafter called "The Property") in the city of Leicester, together with the right for the tenant in common with the landlord (the owners), all persons authorised by the landlord and with all other persons authorised by the landlord to occupy the other rooms in the property and so entitled by the Landlord to use all the common facilities lounge, kitchen, bathroom, passage ways and back yard (hereinafter called "the communal areas") situated within the property. (Together with the Landlord's furniture and effects described in the Inventory & Schedule of Condition) to hold the same unto the tenant for a term commencing on ____ / ____ / ____ and expiring at 12 noon on ____ / ____ / ____ ("The Contractual Term") at a rent of £XXX per month payable monthly in advance due on the ____ of each month. If the tenant wishes to stay in the room after the contractual term then the tenant must inform the landlord at least a month in advance of the end of the contract. If the extension is agreed by the landlord then this will then become a rolling tenancy under the same terms as set out in this agreement.

2. GRANT OF TENANCY

The landlord grants and the tenant accepts a tenancy of the room on the terms set out in this agreement. This agreement is intended to give rise to an Assured Shorthold Tenancy under section 19A of the Housing Act 1988.

THE RENT INCLUDES GAS, ELECTRICITY, COUNCIL TAX, WATER & INTERNET BILLS ONLY. The tenant is responsible for all/any other bills outside of those listed. If a television license is required this will need to be purchased. The inclusion of these bills is subject to fair and reasonable usage at the landlords discretion.

NO KEYS TO THE PROPERTY WILL BE GIVEN TO THE TENANT UNTIL ALL FINANCIAL ARRANGEMENT IS DEALT WITH TO THE SATISFACTION OF THE LANDLORD WHEN CHECKING INTO THE ROOM.

3. THE TENANT COVENANTS/AGREES WITH THE LANDLORD AS FOLLOWS:

3.1 The Tenant is liable to pay the said rent of £XXX per month from the start of the tenancy on:

____ / ____ / ____

until the end of the tenancy, payable in advance in monthly instalments on the ____ of each month. The Tenant agrees to pay the rent clear of all deductions on the date specified whether formally demanded or not and the rent shall be paid by bank transfer. Details of which are as follows:

ACCOUNT NAME: _____

ACCOUNT NUMBER: _____

SORT CODE: _____

- 3.2 The Landlord charges a deposit of £XXX. This deposit will be registered with The Deposit Protection Service (DPS). The deposit will be returned only after the end of the tenancy and providing that a full inspection of the room and communal areas has been completed, all items have been checked against the original inventory and found to be present, intact and in a good, clean condition as given. The deposit will only be returned once this has been completed, any repairs made and once all outstanding bills have been paid. Should there be any outstanding money owed to the landlord or should there be cleaning, repairs or similar needed on the property then the Landlord will retain part or all of the deposit to cover this cost.
- 3.3 The tenant would follow all the procedures given by the Landlord, when checking in. The tenant must complete and return to the landlord all paperwork given (e.g. the inventory) within 48 hours. If the inventory is not returned after 48 hours, it shall be considered and held correct as given.
- 3.4 The tenant must complete all Inventory lists in the presence of the landlord and sign it when checking in at the beginning of the tenancy and when checking out / prior to handing back room & property keys at the end of the tenancy.
- 3.5 The furniture and effects shall be specified in an inventory signed by the tenant. The tenant will not damage or remove from the room / property any of the furniture or effects. The tenant would make good all damages and breakages to the furniture and effects which may occur during the tenancy and leave the furniture and effects in the same position at the end of the tenancy as they were in at its commencement. The tenant would clean or pay the cleaning of all carpets, furniture, linen, counterpane, curtains etc. included in the letting which shall have been soiled during the tenancy.

LANDLORDS INITIALS _____ TENANTS INITIALS _____

- 3.6 The tenant must make adequate arrangements to book an appointment with the landlord when it comes to handing back the room / property keys so as to satisfy the vacating procedures for the room / property and tenant. The appointment shall take place on the last date at a time that is suitable for the landlord. This appointment must be made in advance with landlord two weeks/14 days before the tenant vacates / before the last date.
- 3.7 AT THE END OF THE TENANCY ALL KEYS SUPPLIED BY THE LANDLORD NEED TO BE RETURNED BEFORE 12 NOON OF THE LAST DAY. IF THE ROOM IS NOT VACATED AND KEYS ARE NOT RETURNED BEFORE 12 NOON OF THE LAST DAY, WEEKLY RENT WOULD BE CHARGED FROM THAT DAY.
- 3.8 At the end of the tenancy the property would be Vacated by the tenant and any property belonging to the tenant would not be kept in the property after 12 noon of the last date. The landlord (or his Agent) would remove all Property belonging to the tenant and if so the cost for removing, or any storage would be paid by the tenant. Hence, it is tenant's responsibility to vacate and return the keys to the property before 12 noon of the last date. If any of the tenant's goods or any goods belonging to members of the tenant's household have not been removed from the room/property then the tenant shall pay to the landlord damages at a rate equal to the rent then payable for the room until the tenant has } removed all such goods.
- 3.9 If any such goods remain in the room/property for 14 days after the landlord reasonably believes the tenant has vacated the tenant hereby gives the landlord consent to remove the goods and sell or dispose of the goods as the landlord see's fit. The landlord shall not be liable to the tenant in any criminal or civil proceedings for the recovery or replacement of any items appropriated or sold to this clause.
- 3.10 The tenant shall pay the costs and expenses of the landlord including any solicitors' or other professional costs and expenses (incurred both during and after the end of the contractual term) in connection with or in contemplation of the enforcement of the tenant's obligations of this agreement, including (but without limitation to) failing to pay the landlord for any rent, any additional cleaning required by the landlord, and any damage to the room, the property or the contents.
- 3.11 In the event where the tenant wishes to surrender this tenancy, the tenant may only do this upon finding a replacement tenant who the landlord deems acceptable and who is (the prospective replacement tenant) willing to take the tenancy of the room / property without interruption, upon the terms contained therein. The landlords definition of acceptable is final and he is not obliged / does not need to justify or give reasons as to why the prospective replacement tenant is unsuitable if deemed unsuitable or denied in taking over the current tenants tenancy agreement. The tenant shall continue this tenancy agreement as normal with the payments being paid in full to and with the terms contained herein until a suitable replacement is found.
- 3.12 Any cheque(s) from the tenant, which are presented and not paid by the tenant's bank cause inconveniences and cause the landlord to incur costs. The amount of such costs ("the surcharge") is £35 per unpaid cheque and the tenant shall pay to the landlord this amount each time a cheque is presented and not paid by the bank.
- A NOTE TO ALL TENANTS: It is your responsibility to call and make the landlord aware if a cheque is NOT ready to be cashed. Sending a text (SMS) message to the landlord's phone which is 00000 000000, is sometimes the easiest & most efficient way of avoiding any charges we recommend you do both call and text.*
- 3.13 To switch off all appliances, switches, lights, taps etc. off when leaving/not in the room / property.
- 3.14 To promptly forward on to the landlord any correspondence addressed to them which is delivered to or left at the property or has otherwise come to attention of the tenant. The forwarding address is: XX Road Name, Town, Leicester, POST CODE.
- 3.15 To keep, use and occupy the room as a single private residence only and not to carry on any trade, profession or business in or from the room. Not to permit the room to be used for any trade, profession or business whatsoever, nor for the sale of intoxicating liquors, for any sale by auction or in any manner so as to be a nuisance or cause annoyance to the occupiers of the other rooms, the landlord or nearby properties. Not to use the property for any illegal or immoral purpose or for any other purpose than that of a private residence.
- 3.16 Not to assign, sub let or part with possession of the any part what so ever of the property, room, common areas, property or any part of it, nor to take in any lodgers or paying guests and not to share the room with anyone unauthorised by the landlord.
- 3.17 The tenant acknowledges and understands that the lounge, kitchen, bathroom, back yard and hallways including the exterior passage way down the back of the property are all common areas/facilities. All tenants who occupy the property are equally responsible for any charges to make right any loss and damage caused to the property in the common areas/facilities and to keep these areas clean, tidy and in a good condition at all times. The landlord and his agent/representative are authorised to have 24 hour access to the common areas/facilities if required. Under normal circumstances notice will be given to all tenants by text message if the landlord or an agent/representative requires access.

LANDLORDS INITIALS _____ TENANTS INITIALS _____

- 3.18 Not to keep, store or use in the room or anywhere in or outside the property any of the following:
- Illegal drugs or other illegal items
 - Any combustible or dangerous goods
 - Any offensive goods
 - Any portable heaters or like objects which require paraffin, other inflammable liquid or gaseous fuel
 - Electrical fan heaters (THE USE OF ELECTRICAL FAN HEATERS IS PROHIBITED WITHOUT PRIOR WRITTEN CONSENT FROM THE LANDLORD.)
 - Candles, josh/incense sticks, oil burners, sheesha pipes or any other naked flame appliances
 - Chip pans
- 3.19 NO FIRE EQUIPMENT SHOULD NOT BE REMOVED FROM ITS FIXED POSITION AT ANY TIME, EXCEPT FOR USE IN AN EMERGENCY. Any damage to the equipment would be charged to tenants.
- 3.20 The tenant must undertake with due regard for safe practice so as not to cause undue risk of damage to the room/property or its neighbours.
- 3.21 Should the property or any part thereof be burnt down or rendered unfit by fire or otherwise so as to be unfit for habitation and use through no fault of the tenant, the said rent or a proportionate part thereof shall from that day cease to be payable until the property is reinstated fit for habitation and use. Any rent which shall have been paid in advanced and intended to cover any period while the room / property shall be rendered unfit shall be repaid to the tenant.
- 3.22 Not to do anything to permit any state of affairs to exist on the room on the property which may be a breach of any act of parliament or any regulations or directions under it.
- 3.23 To pay the cost and expenses [including solicitor's cost and surveyors fee] incurred by the landlord in connection with any Notice Served under Section 146 or 147 of the Law of Property Act 1925 requiring the tenant to remedy a breach of covenant notwithstanding forfeiture may be avoided otherwise than by relief granted by the court.
- 3.24 Not to keep or store in the room or anywhere in or outside the property any pets, animals, fish / marine / aquatic life, birds, reptiles / insects /arthropods or livestock of any description.
- 3.25 Not to commit or allow members of the tenant's household or visitors to cause a nuisance, annoyance or to behave antisocially towards other persons in the property and its surrounding neighbourhood or to any other tenant of the landlord.
- 3.26 Not to commit or allow members of the tenant's household or visitors to commit at or near the property any criminal offence; harassment or threat of harassment on the grounds of race, colour, religion, sex, sexual orientation etc. or to interfere with the peace and comfort of, or cause offence, nuisance or intimidation or physical, verbal or written abuse to any other tenant, visitor or employee of the landlord, his agent or contractors.
- 3.27 Not to do, permit or suffer to be done in or upon the room, property or any part thereof including fixtures and fittings and furniture and effects any act or thing which may be or become a nuisance or cause damage or inconvenience to the landlord or any other tenants or the occupiers of any adjoining property or which may vitiate or render void or voidable any policy of insurance on the property or which may cause the premium of any such policy to become payable or to be increased.
- 3.28 Not to remove, part with or dispose of any of the said fixtures, fitting, furniture and effects from the room / property and to leave the same at the termination of the tenancy in the several rooms and places as described in the inventory.
- 3.29 Not to discharge into any of the drains or sewers serving the property any oil, grease, hair or other deleterious matter or any substance, which might be or become a source of danger or damage to the drainage system and to reimburse to the landlord all costs incurred in consequence of a breach of this provision.
- 3.30 If the kitchen sink or drainage system is found to be blocked tenants would pay to clear the blockage CHARGES WILL VARY DEPENDING ON THE SITUATION OF THE BLOCKAGE (Minimum charge £25) and this will be split equally amongst the tenants if the person responsible does not come forward. The same applies to the shower plug hole and the toilet. Blockage in the shower (such as hair and any other matter) should be cleared by the tenants. The landlord would charge £25 minimum to clear the blockage. We strongly advise tenants to make use of gauzes or such apparatus to avoid any blockages.
- 3.22 If there is found to be damage to walls, decoration or any items in the communal areas outside of normal wear and tear and the person responsible does not come forward, the the cost to rectify this will be split equally amongst all of the tenants.
- 3.23 Not to have any parties / visitors that cause upset / disturbance to any tenant in the property, the surrounding neighbours or any other individuals along with the landlord and his agents / representatives. The landlord's definition of "social gathering / parties" is final. In the event of a breach of this clause the landlord has the right to tell those involved to leave the room, property and if necessary ban visitors or those involved in the party / social gathering from the room and property.

LANDLORDS INITIALS _____ TENANTS INITIALS _____

- 3.24 Nothing should be thrown out of any window in the room/property whatsoever.
- 3.25 Not to make any excessively loud noise between the hours of 11pm and 9am. (The Landlords decision on the definition of excessive is final.) Not to permit any television, music, radio, musical instrument or other sound producing equipment or noise to be audible outside the property / room between the hours stated above nor outside those hours to be a nuisance or annoyance to any neighbouring room/s or properties.
- 3.26 Not to erect or permit to be projected outside the room, property any wireless/satellites or television dish or television aerial without the prior written consent of the landlord.
- 3.27 If any notices are given / served to the tenant(s), the landlord will issue / require a copy for the records signed by the tenant. The tenant upon receiving any notices given by the Landlord / agents / representatives must comply and acknowledge it by returning or issuing a copy signed no later then 48 hours after it has been served / received.
- 3.28 Not to use a television in the room / property unless the tenant is the holder of a valid television licence. The Landlord is not responsible or held liable for poor or no reception of a television or television aerial point in the room / property.
- 3.29 Not to make any duplicate keys to the room / property nor to replace locks or add any new locks whatsoever. Not to alter or install any locks or security features to any doors or windows in or about the room/s or property.
- 3.30 If keys are lost the tenant shall inform the landlord immediately, the Landlord would charge the tenant for the replacement of the each of the keys lost. Door locks will only be changed at the landlords discretion and it this is the case the tenant will be liable for the cost involved. If the landlord were unable to change the locks the tenant (with and only after permission from the landlord / his representatives) would have to employ a locksmith to open his or her room. If the locksmith replaces the lock it must be an identical fashion/style/quality lock to the original. The tenant must supply anyone authorised by the landlord the relevant keys. If an identical style lock is unavailable and the door its frame and surrounding body is damaged, disfigured in any way the tenant will be charged to put the damage right.
- 3.31 If the tenant breaks the key in the lock, for example leaving one part of the key in the lock's barrel, the tenant shall inform the landlord immediately. Should the lock be damaged, or the broken part of the key is unable to be removed and the lock becomes inoperative or not in good working order, the tenant shall be responsible in paying the costs in professionally replacing / putting right the damaged lock and any costs associated with this, along with the supply of keys to anyone authorised by the landlord who requires a key. The new lock must be an identical fashion/style/quality lock to the original and approved by the landlord (or his agent/representative) in writing if it is not installed by the landlord. If the door its frame and surrounding body is damaged, disfigured in any way the tenant will be charged to put the damage right.
- 3.32 To keep the interior of the room, property (including the glass in the windows) in a good and clean state of repair, condition and decoration as the room / property is at the commencement of the tenancy and to make good all damages and breakages which may occur during the tenancy.
- 3.33 To open the windows in the room on a regular basis (provided the tenant is in occupation) to adequately ventilate the room.
- 3.34 Not to damage the walls, to use blue-tac, tape or any other adhesive substances that stain or are capable of leaving visible marks on the walls and in particular not to knock any nails, screws, pins, staples or other items into the walls or any other surfaces of the room / property. THE TENANT WOULD BE CHARGED FOR REPAINTING OF THE ROOM / PROPERTY IF THE WALLS ETC. ARE MARKED / STAINED DURING THE TENANCY.
- 3.35 Not to change the internal or external colour of the room or property and not to suspend or affix pictures, posters or other articles to the walls, ceilings or other contents of the room / property .
- 3.36 Not to make any alteration or addition to the room / property nor to damage, cut or disfigure any of the principal timbers, walls or additions to the room / property.
- 3.37 Not to connect to or trail wires from any apparatus in the room / property that can affect the health and safety of the tenant or any others in the property.
- 3.38 Not to smoke anywhere within the property. If the tenant smokes, burns & inhales tobacco or other similar substances in the room or property; the tenant would be charged for repainting the walls & ceilings where affected in the room(s) which are stained/discoloured from smoking/nicotine. The tenant would be charged for any damages, such as stains, discolouration, odour, smoke damage, caused to any items belonging to the landlord and to pay the cost of professionally washing/ cleaning the carpets and furniture etc.
- 3.39 To preserve from being destroyed or damaged the furniture and effects within the property as well as the generalities thereof including heating, drainage, plumbing system and pipes, electric wiring, window fittings and glass, curtains and carpets.

LANDLORDS INITIALS _____ TENANTS INITIALS _____

- 3.40 To make good all damage and undue wear to the room, the property and the landlords contents and to keep the room and the rest of the property in a clean and tidy condition. Failing which the landlord may with not less than 24 hours notice and at their reasonable discretion instruct workmen and/or cleaners (as appropriate) to enter and repair and/or clean the room and the property. The cost (which includes the landlords administration costs) of which will be payable by the tenant on written or verbal demand from the landlord.
- 3.41 To make good all damage to the room or the property which arises as a consequence of any breach of any obligations of the tenants under this agreement through the negligence of the tenant during the tenancy. This includes the stopping up, bursting, overflowing or leakages of any tap, bath, washbasin, lavatory, sink, cistern, heater, pipe, fitting or water/gas/ electrical apparatus due to the negligence of the tenant/s or of any such person. PROVIDED THAT this sub clause shall not impose any obligation on the tenant, which is the obligation of the landlord under section 11 of the landlord and tenant act 1985.
- 3.42 To permit the landlord and all persons authorised by the landlord including workmen at all reasonable times to enter the room / property for the purpose of making regular inspections, examining the state of repair decoration and condition of the room / property, executing repairs, decorations etc. to the same, for repairing and painting the inside / outside of the property, carrying out the landlord's repairing obligations and any repairs, additions alterations or other works which may appear to the landlord to be necessary or desirable to the room / property. PLEASE NOTE THAT WHENEVER POSSIBLE PRIOR NOTICE WILL BE GIVEN BEFORE THIS HAPPENS AND ANY WORKS WILL BE CARRIED OUT ON A MUTUALLY CONVENIENT DAY / TIME.
- 3.43 Regular inspections of the property including the rooms would be carried out (approximately every 2-3 months). If for any reason an inspection is not carried out on the day advised by the landlord, an alternative arrangement would be made. The tenant would be contacted by telephone / text message to make an alternative arrangement.
- 3.44 IN CASE OF EMERGENCY THE LANDLORD WOULD ENTER THE ROOM / PROPERTY WITHOUT NOTICE.
- 3.45 Following an inspection the landlord (or his agent) will give the tenant notice in writing of any dilapidations, wants or repair, cleaning, painting, amendments and restoration to the interior of the room / property found and the tenant shall be bound to make these good and following such notice be required to repair, clean, paint, amend and restore or make good the same respectively within one month from service of such notice. If the tenant fails to comply with such notice within a period of one month it shall be lawful for the landlord (but without prejudice to the right of re-entry hereinafter contained) to enter the room / property and execute such work at the expense of the tenant.
- 3.46 All communal areas are to be kept clean at all times with the use of appropriate chemical cleaning agents, especially the kitchen and bathroom areas i.e. sinks, cooker, oven, shower etc. If any part of the communal areas are found not be clean, verbal notice will be given, and if the area are still not cleaned, the cost of PROFESSIONAL CLEANERS would be charged to the TENANTS.
- 3.47 The tenant should provide their own rubbish bin-bags and all rubbish should be removed immediately after the bin-bags are full, put into the wheelie bin supplied outside the back door. THE WHEELIE BIN SHOULD BE PUT OUTSIDE THE FRONT OF THE HOUSE FOR COUNCIL TO COLLECT THE RUBBISH ONCE A WEEK ON THURSDAYS AND RETURNED TO THE BACK OF THE PROPERTY ONCE EMPTIED. PLEASE BE AWARE THAT LEICESTER CITY COUNCIL HAVE RECENTLY OPERATED A CRACKDOWN ON WHEELIE BINS LEFT OUT ON THE STREET ON THE DAYS AFTER THEY HAVE BEEN EMPTIED AND ALSO THAT NO GENERAL RUBBISH BAGS SHOULD BE LEFT ON THE STREET WHICH ARE NOT INSIDE THE WHEELIE BIN. Leicester City Council also operates a recycling program which should be adhered to. Details of what can and cannot be recycled are shown on the side of the orange bags and also on the fridge magnet. The recycling bags should also be put out (on the floor beside the wheelie bin) for collection once a week on the same day as the bin. When the bags are running low there is a self adhesive label inside the roll which affixes to the bags to request more.
- 3.48 The back door key and the key for the metal gate at the end of the alley way at the back of the property are both to be kept together on the hook at the back of the kitchen in the back hall way near to the back door (as shown in the inventory). These are to be used for accessing the back yard to put rubbish in the bin, hang out washing, sit outside etc. and also to take the rubbish bin out weekly. For security reasons the back door should be kept locked, the back gate bolted and the metal gate at the end of the alley way closed and locked. This is the responsibility of the tenants.
- 3.49 There is a spare key for the bottom lock on the front door which is located in a box with a sliding lid at floor level to the left of the front door (as shown in the inventory). The key is fixed in place inside the box with string long enough to reach to the bottom lock. It is to be used only in case of an emergency if the door is locked and for this reason should not be removed from the property. For security reasons the key should be kept inside the box at all times.

- 3.50 If the landlord chooses to set up access to the Internet for the tenants via a wireless signal, the tenants or any other party will not hold the landlord responsible for the lack of, poor or no signal & speed of Internet or anything related to it. The tenants would be given no concessions towards anything, for not having/being unable to access the internet or anything related to it. The Landlord will not be responsible for any loss or damage caused to the tenants from the Internet, anything related to it, its apparatuses or by tenant accessing/using the wired/wireless signal or Internet. THE TENANT IS RESPONSIBLE FOR ANY AND ALL INFORMATION / WEB PAGES ACCESSED BY THEM VIA THE INTERNET. TENANTS SHOULD NOT USE THE INTERNET TO DOWNLOAD ANY ILLEGAL CONTENT FOR EXAMPLE PIRATE COPIES OF FILMS, TV, GAMES, MUSIC, PORNOGRAPHY ETC. The tenant shall use the internet responsibly so as to not to do anything to permit any state of affairs to exist of the use of internet & on the property which may be a breach of any act of parliament or any regulations or directions under it. In the event where a password/network key is required to access the Internet the tenant will not give/reveal/make aware of the password / network key to anyone else, so that someone else other than the tenant may use/share the Internet, the internet supplied is intended for the landlord and their tenants living in the property.
- 3.51 IN THE EVENT OF THAT THE ROOM / PROPERTY IS TO BE LEFT UNATTENDED FOR MORE THAN 14 DAYS THE TENANT WILL NOTIFY THE LANDLORD IN WRITING OR BY TELEPHONE OF HIS OR HER INTENTIONS.
- 3.52 The landlord would make suitable arrangements with the tenant to show the room and property to prospective tenants who may be interested in renting the room / other rooms in the property. Notice of 24 hours would be given to the Tenant, if for any reason the Tenant is not available and not present during the viewing then the viewing would take place in their absence. Upon being informed about a viewing the tenant shall ensure the room and communal areas are clean and tidy for the viewing.
- 3.53 On reasonable notice being given and at any time and to permit the Landlord or his Mortgagee/Mortgagee (or his Agent) to affix in or to the property a notice that the same are to be sold, let or otherwise dealt with and during all reasonable hours to allow all applicants holding the written authority of the Landlord, his Mortgagee/Mortgagee (or his Agent) to enter and view the room / property.
- 3.54 The tenant is expected to provide themselves with adequate insurance for personal possessions and effects. They accept that the landlord has no liability whatsoever for the tenant's personal property or any belongings or to those of persons visiting the tenant in the room / property. THE TENANT WILL BE RESPONSIBLE FOR THEIR OWN CONTENTS INSURANCE AND WE STRONGLY RECOMMEND THE TENANT INSURES THEIR CONTENTS. The Landlord would not be responsible for any damage to the tenants personal possessions (including from flooding of any type within the room / property) at any time.
- 3.55 The landlord is not responsible for any loss or damage to the personal belongings within the room or the property and the tenant acknowledges that the landlord has no responsibility to the tenant for any such items and that it is has advised the tenant to take out their own insurance.
- 3.56 If the landlord (or his agent / representative) finds either external door left open for any reason, the landlord (or his agent / representative) would inspect the property for any intruders and would lock up the door(s) to secure the property. If for any reason the tenant is in the room / property and does not reply when called for, the Landlord (or his agent) would enter the room / property to secure the property. The tenant or any of the tenant's visitors (who the tenant is responsible for) should not leave the front door open at any time thereby putting themselves and other tenant's safety at risk.
- 3.57 The tenant should not leave any windows open in the room / property when they are not in the same room as this poses a security risk. In particular windows should not be left open when the tenant is not in the property. When leaving the room / property the tenant should check that the windows in their room and windows in the communal areas are closed and doors are locked.
- 3.58 In the event where the fire alarm is sounded the tenants should check to see what has activated the alarm. If the alarm has been activated by the tenants actions (and is not an emergency) then they should attempt to silence the alarm by opening doors and windows and fanning the area around the alarm. If it isn't possible to silence the alarm then the tenant should contact the landlord by telephone (0116 0000000 / 00000 000000).
- 3.59 Smoke detectors, heat sensors, sirens and fire safety equipment should not be damaged, removed, covered or interfered with so as to stop them from properly functioning. Where a tenant is found to have removed, covered, damaged, changed / altered such apparatus from carrying out what it's designed to do the landlord will verbally warn the tenant to make right the problem immediately. The tenant will pay any costs incurred by the landlord associated with making right any damage.
- 3.60 In the event of a mechanical or any other breakdown of any type of electrical or gas appliances, the landlord will not be held responsible or accountable. The tenant will not be given any concessions towards anything related to loss of utilities, services or appliances in the room/property. The landlord will try to fix the problem as soon as possible. The same will apply to any loss of electricity, gas and water and any other utilities, services and appliances.

LANDLORDS INITIALS _____ TENANTS INITIALS _____

- 3.61 The Landlord would not be held responsible for any loss or damage to any tenant's property or clothes when using the washing machine at any time. TENANTS WOULD USE THE WASHING MACHINE FOR WASHING CLOTHES AT THEIR OWN RISK.
- 3.62 Tenants would only replace light bulbs with like for like electrical bulbs (same wattage and energy efficiency). The tenant hereby agrees, to only use energy efficient light bulbs in the room/property. This will apply also to the tenants own lighting apparatuses if used/brought by the tenants. The landlord would not be responsible if the Tenant removes or replaces any electrical bulbs. TENANTS MUST NOT TRY TO MAKE ANY OTHER REPAIRS TO ANY OTHER ELECTRICAL WORKS IN THE ROOM / PROPERTY.
- 3.63 Should the tenant require the use of an extension wire, it is the tenant's responsibility to use an approved and fully functional surge protected extension wire only. The landlord / agent / representatives have the right to inspect any appliances found and if believed to be potentially dangerous then the landlord / agents / representatives reserve the right to remove such items immediately in the interest of safety.
- 3.64 The tenant will not install any other electrical/or any other form of lighting that has not been approved by the landlord, or use decorative fairy lights or similar paraphernalia in the room / property.
- 3.65 The Tenant would allow Landlord to have access to the loft hatch if required. The tenant or their visitors or any other party will not open or try to inspect or interfere with the loft hatch, unless prior consent has been given by the landlord in writing and with the landlord or his representative being present in such an event. THE LOFT SPACE IS NOT TO BE USED FOR STORAGE OF THE TENANTS BELONGINGS.
- 3.66 THE LANDLORD'S NORMAL WORKING HOURS ARE FROM 9AM TO 6PM MONDAY TO FRIDAY. IF THE LANDLORD IS CALLED OUT OUTSIDE OF THESE HOURS THEN A CHARGE MAY APPLY.

4. LATE PAYMENTS:

If and whenever the tenant shall fail to pay the rent or other charges, or any part thereof within 7 days of the date on which the same shall become due (whether formally demanded or not) the tenant shall pay to the landlord interest on such arrears of rent or charges at rate of 5% above the Bank of England base rate current on the day on which the rent or charges became due and calculated from the due date to the date of actual receipt of payment by the landlord.

5. OTHER LEGALITIES:

- 5.1 As the property is subject to a mortgage granted before the beginning of the tenancy, the provisions for the recovery of the possession by a mortgagee in Schedule 2 Part 1 Ground 2 of the Housing Act 1988, and Section 7 (6) of the Housing Act 1988 apply.
- 5.2 This Agreement shall take effect subject to the provisions of the Section 11 of the Landlord and Tenant Act 1985 if applicable to the Tenancy.
- 5.3 If the room / property burns down or the tenant cannot live in it because of fire damage, the rent will cease to be payable until the room / property is rebuilt or repaired so that the tenant can live there again. Any disputes about whether this clause applies must be submitted to arbitration under Part 1 of the Arbitration Act 1996. The landlord or his representative will not be held responsible or accountable for any type of loss. The landlord will not be held responsible in providing or finding an alternative form of accommodation.

6. THE LANDLORD HEREBY AGREES WITH THE TENANT AS FOLLOWS:

- 6.1 To carry out all necessary repairs to the inside of the property, except where it is herein provided that the tenant is responsible for repairs and decoration.
- 6.2 That the tenant paying the said rent and observing and performing all the agreements and conditions herein contained may quietly enjoy the living in the room / property during the tenancy.
- 6.3 The landlord shall be under no obligation to insure the tenant's belongings in the room / property.
- 6.4 The landlord shall not be responsible for any accident happening, injury suffered, damage to or loss of property or any personal possessions sustained by the tenant or his visitors, family members, licensees, agent or any other persons visiting in or around the property.

LANDLORDS INITIALS _____ TENANTS INITIALS _____

7. THE LANDLORD HEREBY NOTIFIES THE TENANT AS FOLLOWS:

The tenancy granted under this agreement is an Assured Shorthold Tenancy under Ground 1 and 2 (Repossession) of the Housing Act 1988.

8. IF AT ANY TIME:

Any rent payable under this agreement or part thereof is in arrears for 14 days after becoming due (whether formally demanded or not) OR there is a breach by the tenant of any of obligations or other provisions of this tenancy agreement OR any of the following grounds for possession contained in schedule 2 of the housing act 1988 apply: part I of schedule 2, grounds 2 or 8 or part II of schedule 2, all grounds with the exception of grounds 9 and 16 OR the tenant becomes bankrupt, has an administration order made in respect of his assets, has a receiver appointed, executes any deed or enters into an arrangement for the benefit of his creditors; then the landlord may forfeit the tenancy and bring court proceedings to recover possession of the room/property, even if the landlord has waived any previous right to do so and this shall be without prejudice to any right or remedy of the landlord.

9. MISCELLANEOUS PROVISIONS:

- A full inventory list would be conducted when the tenant occupies the room during checking in at the start of the tenancy. If the Tenant does not complete the inventory list, sign it and return it to the landlord within 48 hours it would be assumed that everything is in order and tenant would be charged for any damages at the end of the tenancy. The inventory list will show what items are provided by the landlord in the room/s, common areas & their condition.
- The landlord reserves the right to make any further regulations that the landlord in his absolute discretion deems necessary for the safe and efficient management of the property as a whole.
- Any notice to be served on the tenant shall be sufficiently served if sent by first class post to the tenant at the property or left addressed to the tenant at the property or sent to the tenant by first class post at last known address of the tenant in Great Britain.
- In this agreement words importing one gender include all other genders and words importing the singular include the plural and vice versa. If two or more persons are together the tenant their obligations to the landlord shall be joint and several.

**END OF CLAUSES.
PLEASE TURN OVER.**

LANDLORDS INITIALS _____ TENANTS INITIALS _____

Signatures

THE ROOM AND PROPERTY ARE LET AS SEEN.

TENANT'S NAME _____

TENANT'S SIGNATURE _____ DATE: _____

LANDLORDS _____

LANDLORDS' SIGNATURES _____ DATE: _____

_____ DATE: _____

PLEASE STATE SPECIFICALLY
THE DATE WHEN YOU REQUIRE
THE ROOM FROM: _____

LANDLORDS INITIALS _____ TENANTS INITIALS _____

