## ASSURED SHORTHOLD **TENANCY AGREEMENT**

for letting a residential dwelling

## **Important Notes for Tenants**

- This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained
- Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually. Where the tenancy is subject to deposit protection then joint tenants may have to nominate a lead tenant to act on their behalf with the Landlord or Tenancy Deposit Scheme provider or their alternative dispute resolution service provider.
- If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

## **General Notes**

- This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
- Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
- This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
- Section 11, Landlord and Tenant Act 1985 these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
- Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at
- This agreement has been drawn up after consideration of the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements.
- If you accept a tenancy deposit under this tenancy, it must be dealt with in accordance with the statutory rules under sections 212-215 of the Housing Act 2004, as amended by the Localism Act 2011. Take advice if necessary
- Where the tenancy becomes a periodic tenancy at the end of the fixed term period the tenant is required to give at least 28 days' notice (or one month in the case of a monthly tenancy) in writing to end the tenancy. The notice must end on the first or last day of a period of the tenancy in accordance with the common law rules. The landlord is required to give at least two months' notice in accordance with the statutory rules prescribed by Section 21 of the Housing Act 1988.

## More Information

For more information on using this tenancy agreement please refer to our website:

www.letlink.co.uk

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d DATE: 18/6/12

**Letting Centre** 

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