

ASSURED SHORTHOLD TENANCY AGREEMENT

THIS AGREEMENT is made on *(date)*

AND IS MADE BETWEEN:

(name) of *(address)* ("the Landlord"); and

(name) of *(address)* ("the Tenant")

NOW IT IS HEREBY AGREED as follows:

1. Definitions

In this Agreement the following terms and phrases shall have the following meanings:

Landlord	<i>(name)</i> of <i>(address)</i> of any person for the time being entitled in reversion expectant on the tenancy.
Tenant	<i>(name)</i> of <i>(address)</i> of any tenant(s).
Property	<i>(address)</i> .
Term	a term certain of <i>(amount)</i> [months/years] from <i>(date)</i> .
Rent	£ <i>(amount)</i> per [week/month/quarter] payable in advance by equal [weekly/monthly/quarterly] payments on <i>(days for payment)</i> , the first such payment (or a proportion thereof) to be made on <i>(date)</i> . Except for the first payment, payment must be made by direct credit transfer to a bank or building society account nominated by the Landlord.
Scheme Administrator	administrator of either a custodial or insurance tenancy Deposit Scheme as defined in section 212(2) of the Housing Act 2004.
Inventory and Schedule of Condition	the list of Contents and description of the state and condition of the Property attached to this agreement and signed by the parties.
Deposit	£ <i>(amount)</i> .
[Contents:	The furniture furnishings and any other items set out in the Inventory and Schedule of Condition.]

2. Assured Shorthold Tenancy

- 2.1 Subject to payment of the Deposit, the Landlord lets and the Tenant takes the Property for the Term at the Rent.
- 2.2 This Agreement creates an assured shorthold tenancy within Part I of Chapter II the Housing Act 1988.

3. Tenant's covenants

The Tenant agrees with the Landlord:

- 3.1 To pay the Rent at the times and in the manner stated above.
- 3.2 To pay council tax for the Property and to indemnify the Landlord against any such obligation which the Landlord may incur during the Term by reason of the Tenant ceasing to be resident in the Property.
- [3.3 To pay all other taxes, duties, assessments and outgoings which are now or may at any time hereafter be assessed or charged upon the Property or on the owner or occupier in respect thereof.]
- 3.4 To pay for all gas, electricity and water consumed on or supplied to the Property during the Term and the amount of all charges made for the use of the telephone at the Property during the Term, or a proper proportion of the amount of the sums demanded for these utilities and facilities to be assessed during the Term. For the avoidance of doubt, such payment will be due in relation to amounts attributable to standing charges, annual rates or levies and to VAT, as well as to actual consumption.
- 3.5 To keep the drains, gutters and pipes of the Property clear and the garden neat and tidy and free from rubbish.
- 3.6 To put and keep in good repair and condition the interior of the Property and the painting, papering and decorations thereof and the Contents therein (except installations which the Landlord is liable by this Agreement or by law to repair).
- 3.7 Not to damage the Property or make any alteration in or addition to the Property.
- [3.8 To preserve the Contents from being broken, lost, destroyed or damaged and not to remove any of them from the Property.]
- 3.9 That the Landlord or any person authorised by him or her in writing may at reasonable times of the day on giving 24 hours' notice to the Tenant enter the Property for the purpose of viewing its condition or state of repair or to ascertain that the Tenant is complying with its obligations and thereafter to carry out any necessary repairs.
- 3.10 To use the Property as a private dwelling house only and not to carry on or permit to be carried on upon the Property any profession, trade or business whatsoever.
- 3.11 Not to do or suffer to be done in or upon the Property anything which may be a nuisance or annoyance to the Landlord or the tenants or occupiers of any of the neighbouring or adjoining premises.
- 3.12 Not to keep animals on the Property without the prior written consent of the Landlord.

- 3.13 Not to smoke in the Property and not to allow any permitted occupiers or visitors to smoke in the Property.
- 3.14 Not to keep motorcycles, cycles or other machinery inside the Property.
- 3.15 Not to assign, sublet, share or otherwise part with possession of the Property without the prior written consent of the Landlord.
- 3.16 At the expiration or earlier determination of the Term to deliver up the Property to the Landlord in such order, condition and state as shall be consistent with the due performance of the obligations of the Tenant contained in this Agreement [and to pay for the repair of or replace any Contents that are broken, lost, damaged or destroyed during the tenancy (reasonable wear and tear excepted)].
- [3.17 To leave the Contents at the end of the Term in the rooms or places in which they were at the beginning of the Term].
- [3.18 To pay for the washing, cleaning and pressing of all linen, blankets and curtains and the cleaning of all carpets which shall have been soiled during the Term (reasonable use excepted).]
- 3.19 That, during the last month of the Term, the Landlord or any person authorised by him or her in writing may at reasonable times of the day enter the Property for the purpose of viewing the Property with prospective tenants.
- 3.20 At the expiration or earlier determination of the Term, that any sums due from and payable by the Tenant to the Landlord or to any third party under the terms of these covenants or in the event of breach of any of these covenants may be deducted by the Landlord from the Deposit.
- 3.21 The Tenant shall provide the Landlord with a forwarding address once the Term has come to an end.
- 3.22 The Tenant shall provide vacant possession at the end of the Term and shall remove all personal possessions from the Property. If any of the Tenant's personal possessions are left at the Property after the expiry of the Term, the Tenant agrees to be responsible for and indemnify the Landlord for the payment of all reasonable removal and storage charges. The Landlord will remove and store the possessions for a maximum of one month. The Landlord will take all reasonable steps to notify the Tenant at the last known address. If the items are not collected within one month from the date of expiry of the Term, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.
- 3.23 The Tenant shall check all smoke alarms/detectors and carbon monoxide alarms/detectors at least once a month to ensure they remain in good working order, and shall replace batteries (where necessary) and report any fault to the Landlord without delay.

4. Landlord's covenants

The Landlord agrees with the Tenant:

- 4.1 That, in return for the Tenant paying the Rent and performing and observing all the Tenant's covenants contained in this Agreement, the Tenant may quietly possess and enjoy the Property without any lawful interruption from or by the Landlord or any

agent of the Landlord.

- 4.2 To keep in repair the structure and exterior of the Property and to repair baths, sinks, basins, toilets and other sanitary installations and heating and hot water installations.
- 4.3 To be responsible for the safety of gas and electrical equipment [and to comply with any statutory fire resistance requirements in relation to Furniture and Effects including the Furniture and Furnishing (Fire)(Safety) Regulations 1988].
- 4.4 Subject always to any deductions under paragraph 3.20, to inform the Scheme Administrator on termination of the Term that the Deposit is to be repaid.

5. **Notices**

The Tenant may serve any notices on the Landlord at the following address: (*address*)

IN WITNESS whereof this Assured Shorthold Tenancy Agreement has been signed on the date which first appears on this Agreement.

Signed by the above-named)
Landlord in the presence of:)

.....
Signature of witness

.....
Name of witness

.....
.....

.....
Address of witness

Signed by the above-named)
Tenant in the presence of:)

.....
Signature of witness

.....
Name of witness

.....
.....

.....
Address of witness

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Inventory and Schedule of Condition

Inventory

(Details of all furniture, furnishings, chattels, fixtures, fittings, appliances and any other goods provided by the Landlord at the Property)

Schedule of Condition

(Details of the condition of the Property and Contents, using description and/or photographs where appropriate)

Signed by the above-named)
Landlord in the presence of:)

.....
Signature of witness

.....
Name of witness

.....
.....

.....
Address of witness

Signed by the above-named)
Tenant in the presence of:)

.....
Signature of witness

.....
Name of witness

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.....

.....
Address of witness