**A close up of a clock

Description generated with high confidence**

**Assured Short Hold Tenancy Agreement**

**ASSURED SHORTHOLD TENANCY AGREEMENT**

**The Agent:** Whitefield Estate Agents**,** who are managing the property on behalf of the Landlord.

**Landlord:**

**The Tenant/s:**

**D.O.B:  
NI Number: Employment status:**

**Tel Num:  
Email address:**

(The term "the Tenant" applies to each named joint tenant. Each individual tenant enjoys the full rights and is fully responsible for the obligations set out in this Agreement.)

**The Property:**

Together with the fixtures and fittings and also the items set out in the inventory (if any)

**The Term**

For a fixed period of 6 months from **\_\_\_\_\_\_\_\_\_\_\_\_\_\_ To \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**The Rent**

At a rent of **\_\_\_\_\_\_\_\_\_\_\_** pcm payable every month by equal payments in advance.

First payment due on **\_\_\_\_\_\_\_\_\_\_\_** and every month thereafter on the same day in each month.

**Method of Payment**

CASH / DIRECT DEBIT

**The rent upfront £**

**Deposit £**

**Details of Agent**

Whitefield Estate Agents  
76-78 Colne Road  
Brierfield  
Lancashire  
BB9 5NN

Tel: 01282 222 003

**Terms and Conditions**

1. **General**
   1. In this Agreement, any reference to the masculine includes the feminine.
   2. This Agreement is for the letting of all types of residential accommodation whether unfurnished or furnished in accordance with the inventory signed between the parties.
   3. This Agreement is an Assured Short Hold Tenancy as defined in Section 19A of the Housing Act 1988 (as inserted by Section 96 the Housing Act 1996). The Landlord may recover possession of the Property by obtaining a court order pursuant to the provisions of Section 21 of the Act, as amended by Sections 98 and 99 of the 1996 Housing Act.
   4. This Agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985, where applicable to this Tenancy. This makes provision for the Landlord to repair the structure and exterior of the premises and certain installations in the premises.
   5. If and when the tenant changes their contact details you must contact the above office to update details, If you do not do this you are in breach of your tenancy
2. **Ownership and Permission to Let**The Landlord warrants that he is legally entitled to grant this tenancy and has obtained the appropriate consent from any mortgage lender or superior landlord or other interested party. The Landlord also confirms that the Property is not subject to any restrictive covenant or other provision which has not been disclosed to the Tenant which would restrict or lessen the Tenant’s enjoyment of the Property.
3. **The Property**The Property is the Property specified above, together with any outside space or garden and, where applicable, the Landlord’s fixtures and fittings in the premises or as stated in the inventory (if any).
4. **Rent**
   1. The Tenant shall pay the rent by the method and at the times specified above.
5. **The Deposit**
   1. The deposit specified above shall be paid by the Tenant on the signing of this agreement and is to be held by the Landlord for the duration of the tenancy as security against the Tenant’s failure to pay the rent or non-performance of his obligations laid down within this Agreement. This includes any breach by the Tenant of his obligations as to the cleaning of the premises, the cleaning of any fixtures and fittings therein and the return of all keys.
   2. The deposit is not to be used by the Tenant towards the final rent payment. The deposit shall be returned to the Tenant (without interest and less any relevant deductions) within 14 days of the termination of the tenancy and the vacation of the premises. Where there is more than one right to make a deduction, the Landlord has the right to appropriate the deposit as he sees fit.
6. **Forfeiture** **and Interest on Payments in Arrears**
   1. Where the rent, any part of it, or any other sum due from the Tenant under this Agreement, is in arrears of 14 days or more after it has become due, whether legally demanded or not, or the Tenant has breached any of the terms of this Agreement, then the Landlord shall be entitled to end the Tenancy either (a) by serving the appropriate notice and obtaining a court order, or (b) by re-entering the Property if it is no longer occupied by the Tenant or anyone else with a lawful right to live in it. If the Landlord exercises this right of forfeiture, it shall be without prejudice to the other rights and remedies of the Landlord. If for any reason the tenant is taken to court for an eviction or breaching the terms of this tenancy all court cost are down to tenant
   2. Where the rent or any other sum due by the Tenant under this Agreement is in arrears, whether legally demanded or not, the outstanding sum shall be subject to interest from the date when the same became due until the date of payment, at the rate of 5% above the prevailing base rate of the Bank of England.
7. **Insurance** 
   1. The Landlord agrees to insure the Property and, if the Landlord so wishes, the Landlord's fixtures, fittings and effects, including such electrical appliances as are not the Tenant's responsibility, against loss or damage by fire, lightning, storm, flood, impact, riot, malicious damage, damage from burst pipes, theft and third-party risks and such other risks as are normally covered by a Householder's Comprehensive Policy, and to supply a copy of the current policy to the Tenant upon request.
   2. If the Tenant so wishes, he can insure his personal effects, which shall not be the Landlord's responsibility.
   3. The Tenant shall not (nor allow others to) do anything that will adversely affect the Landlord's insurance of the Property.
8. **Quiet Possession**The Landlord agrees, subject to the Tenant paying the rent and observing and performing the obligations set out on this Agreement, not to interrupt or interfere with the Tenant’s right to quiet possession and enjoyment of the Property.
9. **Communal Areas**The Tenant shall take reasonable care to keep the common entrances, halls, stairways, lifts, passageways and any other common parts including their electrical lighting, in reasonable repair and fit for use by the Tenant and other occupiers and visitors to the Property.
10. **Use of Property**The Tenant shall use the Property for residential purposes only and shall not (nor allow others to) operate a business at the property or use it for any improper, immoral or illegal purposes.
11. **Assignment**The Tenant shall not assign, sublet, charge or part with or share possession or occupation of the Property or any part thereof without the prior written consent of the Landlord.
12. **Nuisance**The Tenant shall not (nor allow others to) cause nuisance or annoyance to the Landlord, other tenants or any neighbours.
13. **Damages**The Tenant shall not (nor allow others to) cause any damage or injury to the exterior, structure or any part of the Property.
14. **Alterations to Property**The Tenant shall not (nor allow others to) make any alterations, improvements or additions to the Property, including the erection of a television aerial, external decoration and additions to or alterations to, the Landlord's installations, fixtures and fittings, and the Tenant shall not (nor allow others to) remove any of the items specified in the inventory (if any) or any of the Landlord’s possessions, from the premises.
15. **Locks**The Tenant shall not alter or change or install any locks on any doors or windows in or about the Property or have additional keys made for any locks without the prior written consent of the Landlord.
16. **Pets**Without the express written permission of the Landlord, the Tenant shall not (nor allow others to) keep or allow pets of any kind on the premises. Any permission which is given may be cancelled by the Landlord.
17. **Cleaning and Maintenance**
    1. The Tenant shall keep the interior of the premises in good repair and condition and in good decorative order.
    2. The Tenant is responsible for cleaning, maintaining and keep free from all blockages and obstructions all baths, sinks, lavatories, cisterns, drains, gutters, pipes, chimneys and the like (where applicable).
    3. The Tenant is responsible for the cleaning of any carpets, curtains, furnishings or other items listed in the inventory (if any).
    4. The Tenant is responsible for the maintenance and servicing of all mechanical and electrical appliances listed in the inventory (if any).
    5. The Tenant is responsible for the cleaning of the insides of all windows and for immediately replacing any broken glass, howsoever caused.
18. **Garden**The Tenant is responsible for the maintenance of any garden areas and for keeping such areas neat and tidy and free from weeds, with any grass kept cut, subject to the Landlord providing and maintaining appropriate garden tools for this purpose.
19. **Repairing Damage**The Tenant agrees to make good any damage to the Property or to the Landlord's fixtures and fittings or to the common parts caused by the Tenant or any visitor of the Tenant to the Property, fair wear and tear excepted, and to pay any costs incurred by the Landlord carrying out such works in default.
20. **Reporting Disrepair**The Tenant shall report to the Landlord any disrepair or defect in respect of the Property or the fixtures and fittings and report any failure of mechanical or electrical appliances.

To report repair work needed and damages please call or email:

* During normal business hours Monday - Friday 9:00-17:00

01282 222 003 info@WhitefieldEstateAgents.co.uk

* Out-side of business hours: Abdullah - 07776510648

1. **Utilities**The Tenant is responsible for informing the relevant Authorities and for the payment of bills generated for the supply and consumption of any services such as Gas, Electricity, Telephone, Water etc. The Tenant shall not do anything that may cause the disconnection of any of these supplies.
2. **Council Tax**The Tenant is responsible for performing his obligation (under the Local Government Finance Act 1992 or regulations made hereunder) to pay Council Tax (or any similar tax or levy).
3. **Rights of Access**
   1. The Tenant shall allow the Landlord, his agent or contractors access to the Property at reasonable hours during the day, to inspect the condition of the Property or to carry out repairs or other works to the Property or to carry out maintenance of the appliances **once a month**. The Landlord shall normally give at least 24 hours’ notice but the Tenant shall give immediate access in an emergency.
   2. The Tenant shall allow the Landlord or his agent access to the premises at reasonable hours during the final 28 days of the tenancy, to show the premises to prospective Tenants or at any time to show the premises to a prospective purchaser or anyone acting on his behalf.
4. **Property Left Unattended**Whenever the Property is left unattended, the Tenant must fasten all locks to all doors and windows and activate any burglar alarm, to prevent unauthorised access to the premises. The Tenant should notify the Landlord if he intends to leave the premises vacant for a period in excess of 21 consecutive days and in such a case, the Tenant shall take all reasonable steps to avoid damage from burst pipes in freezing weather.
5. **Gas Safety**The Landlord shall comply with the Gas Safety (Installation and Use) Regulations 1994 (as amended 1996) by ensuring that all gas appliances, flues and installation pipe work in the Property are checked by a registered gas safe engineer on an annual basis and that a record is kept stating the defects found (if any) and the remedial action taken.
6. **Furniture and Furnishings**  
     
   The Landlord is responsible for ensuring that all furniture and furnishings comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended (but subject to the transitional provisions of those regulations).
7. **Uninhabitable Rooms**

  The Landlord is responsible for returning to the Tenant any portion of rent paid for any period that the Property is rendered uninhabitable by fire or other risk against which the Landlord has effected insurance.

1. **Moving Out**At the end of the tenancy the Tenant shall give the Landlord vacant possession and shall return all the keys of the Property and remove all furniture owned by the Tenant, personal effects and rubbish and leave the Property and the Landlord's fixtures and fittings in the same condition and state of repair as at the start of the tenancy, fair wear and tear excepted.
2. **Inventory Check and Return of Deposit**At the end of the Tenancy the Landlord shall check the inventory room by room. If the Landlord is not satisfied as to the condition of the room or anything in it, the Landlord may propose a deduction of a sum from the deposit, in order to put the matter right. The Landlord must provide a written breakdown of any deduction proposed. If the Tenant does not agree to the sum claimed, the Landlord shall obtain a written quote for the cost of rectifying the matter and provide a copy to the Tenant. At the request of the Tenant, the Landlord shall provide evidence that the Landlord has in fact incurred any expenditure claimed from the deposit. The deposit or the balance of the deposit shall be returned to the Tenant within 28 days of the Tenant vacating the Property or, in special circumstances, as soon as possible, with the reasons for the delay provided in writing to the Tenant.
3. **Notices**Any notice required to be served under this Agreement shall be sufficiently served if sent by first class recorded delivery post, in the case of the Tenant to the address of the Property specified above, or in the case of the Landlord to.

Notice must be given to the landlord of one month and to the tenant for two months,

**AGENCY FEES**

(a) Late Rent Fees

Fees will be charged when rent payments are over two weeks late. The fees will be up to 3% plus the Bank of England base interest rate.

(c) Changes to Tenancy

If the tenant requests a change to the tenancy - for example, adding a new tenant to the tenancy or allowing a pet a £50 charge will apply.

(b) Lost Keys

In the event that the tenant loses their key they must pay the costs that are incurred to have the locks changed and new keys provided.

**The Landlord hereby agrees to let the premises and the Tenant hereby agrees to take the premises for the rent, period and in accordance with the conditions stated within this Agreement.**

SIGNED by the Agent:

Name of Agent:

Date:

In the presence of this Witness:

Address of witness:

SIGNED by the Tenants:

|  |
| --- |
| Name of Tenant:  Date:  In the presence of this witness:  Address of witness:    **Bank Details for rent payments:**  Whitefield Estate Agents Ltd  Barclays  Sort code: 20-55-41  Account Number: 03274918  *\*\* Please use the Property address as the reference \*\** |
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