

LET ONLY

Property Solutions will act as introducers only, once the deposit has been collected, tenancy agreement signed and all paperwork processed then everything will be forwarded to the landlord (usually within 7 days) The landlord will then make arrangements to release keys, carry out the initial inventory, collect on going rent, carry out any maintenance work and **RETURN** the deposit at the end of the tenancy period. The landlord is also responsible for complying with all legislation including tenancy deposit protection and licensing.

ASSURED SHORTHOLD TENANCY AGREEMENT
UNDER PART 1 OF THE HOUSING ACT 1988 AS AMENDED
UNDER PART 3 OF THE HOUSING ACT 1996
FOR LETTING FURNISHED DWELLING HOUSE

AN AGREEMENT made on _____ (Date)

Between _____ (The Landlord/Agent)

of _____ (Address of Landlord/Agent)

and _____ (The Tenants)

WHEREBY IT IS AGREED THAT

1 The landlord lets to the Tenants the property at

for the period of _____ from _____ to _____

2 The rent shall be £ _____ per _____ which is paid _____ installments
of £ _____ due on _____

First payment of rent due on _____

3 Deposit of: _____ due on _____ **CONTRACT SIGNING**

Deposit to be refunded at the end of the Period of this agreement when the Landlord is satisfied that the tenants have discharged all obligations under the Terms and Conditions of this agreement. The deposit is payable on signing this agreement **(and may not be used against final rents due)**. Deposit to be protected and refunded in accordance with current tenancy deposit legislation, provided all keys have been returned to the agent/landlord, rent has been paid in full, the property left in a satisfactory and clean condition and written confirmation is supplied to confirm that all utility bills including council tax accounts have been cleared.

Interest is not paid on deposits held.

IT IS IMPORTANT THAT YOU ONLY SIGN THIS AGREEMENT AFTER READING AND UNDERSTANDING THE TERMS AND CONDITIONS AS STATED BELOW

TERMS AND CONDITIONS

The Landlord lets and the Tenant takes the property for the Period at the Rent payable as detailed above.

-“The Landlord” includes the persons for the time being entitled in reversion expectant on the tenancy.

-“The Tenant” includes the persons deriving title under the Tenant.

- References to the Property include references to any part or parts of the Property and the Fixtures, Fittings, Furniture and Effects or any of them.

1. The TENANT will:

- 1.1 Pay the rent on the due date strictly by standing order. In the event that the rent is paid by any other method (e.g cash/cheque) then a surcharge of £5 will be levied for each payment.
- 1.2 Pay all charges for any electricity, gas, water, television or telephone used at or supplied to the property and council tax that might be charged in addition to or replacement of it during the term. It is the responsibility of the Tenant to read and record all meter readings at the beginning of the tenancy and to inform the supplier(s) of these readings. Property Solutions or the Landlord will not be held responsible if this is not adhered to. The tenants must also read the meters at the end of the tenancy and give these to the supplier along with a forwarding address for final bills to be sent to them. Information on the supplier and meter readings at the end of the tenancy must be given to Property Solutions or the Landlord when keys are returned.
- 1.3 Keep the interior of the property in a good, clean and tenable state and condition and not to damage or injure the property including the interior walls by hanging of pictures and posters. Blue tack and similar adhesive products are not permitted.
- 1.4 Keep the exterior free from rubbish, including bin bags, which will be put out on the day of collection, to maintain the gardens front and back, you are to provide your own tools. Alternatively you can use the service of our independent gardener who will charge a fee dependent on the size and condition of the garden. Charges will be detailed in the property handbook issued at the start of the tenancy agreement.
- 1.5 Return the property to the landlord at the end of the term in the same clean state and condition it was in at the beginning of the term as stated on the inventory/schedule of conditions and if any item listed requires repair, replacing, cleaning or laundering pay for it unless the cause is fair wear and tear. The return of the Property shall be signified by the return of all the keys and rent shall be payable until this time.

- 1.6 Not make any alteration, addition or redecoration to the property or to move or remove furniture or effects from the places where they are listed as being on the inventory without the prior written consent of the landlord (which will not be unreasonably withheld). Storage of items of furniture not required at the property will not be provided by the landlord or agent.
- 1.7 Not do or omit to do anything to the property which may be or become a nuisance or annoyance to the landlord or occupiers of adjoining or nearby premises or which may in any way prejudice the insurance of the property including exposing the property to damage by frost or fire.
- 1.8 Not allow or keep any pets/animals at the property.
- 1.9 Not use or allow the property to be used in any way what so ever other than private residence.
- 1.10 Not assign, sublet, charge or part with or share possession or occupation of the property.
- 1.11 Pay interest at the rate of 4% above the Bank of England base lending rate at the time upon any rent or other money due from the tenant under this agreement which is more than 7 days in arrears in respect of the period from when it became due to the date of payment.
- 1.12 A charge of £25 will be levied on any returned or late payments.
- 1.13 Report in writing to the landlord any damage to or any work requiring attention in the property and to allow the landlord 14 working days to carry out non-urgent work. Urgent works will be dealt with according to the severity of the problem.
- 1.14 Allow the landlord or his/her agent to enter the property with prospective tenants or to inspect the property, during reasonable hours, 24 hours notice will be given unless otherwise agreed with tenants.
- 1.15 Secure the property at all times using locks, which have been provided. A spare key must be provided immediately (to the landlord or his/her agent) for any bedroom door locks fitted.
- 1.16 Not change the supplier of gas or electricity without the written consent of the landlord
- 1.17 Provide a Parental or Bank rent guarantee if asked to do so by the landlord.
- 1.18 Repair any Damage caused to the property by the tenants or their guests (fair wear and tear excluded) before leaving, or it will be deducted from the deposit.
- 1.19 The tenants must keep all drains inside and outside clean. This applies to surface level only where particular care must be taken to ensure that food items and hair do not cause any blockages.
- 1.20 The tenants are responsible to provide the rates exemption certificate to the relevant council, to get the property exempt from any kind of taxes.

Tenants agree to take the property as seen when viewed. Should any improvements be requested then this request should be put in writing to the agent, who will then seek the landlord's written approval. Tenants should arrange to inspect the property within a week of the tenancy agreement commencing to enable any problems or difficulties to be resolved. Any works which have not been negotiated prior to contract signing and identified at this point will be carried out and completed within six weeks (during the summer period) unless urgent works are required. There will be no compensation (monetary or otherwise) offered whilst these works are being carried out.

The Tenancy is Joint and Several. i.e If any tenant wants to leave the premises during the tenancy period then the outgoing tenant and the remaining tenants will be responsible for finding a replacement tenant, and obtaining the consent of all parties concerned prior to any arrangements being finalised. In this situation, the original Tenant remains separately liable for the whole rent until a replacement Tenant has been mutually agreed and the new Tenant will then be taken to have assumed the rights and obligations of the Tenant replaced for the remainder of the term granted, as if named as an original Tenant. In the event that a replacement tenant is not found and the outgoing tenant fails to pay the due rent, the remaining tenants will be liable for the rent until the expiry of the term of the tenancy agreement. This is a fixed term assured shorthold tenancy agreement. There is not a period of notice that can be given by either party to end this agreement.

2. The LANDLORD will:

- 2.1 Comply with all current legislation.
- 2.2 Subject to the tenant paying the rent and performing his/her obligations under this agreement allow the tenant peaceably to enjoy the property during the term without interruption from the landlord or any person representing the landlord other than point 1.13 above.
- 2.3 Insure the property against the usual insured risks (excluding tenants personal possessions).
- 2.4 Keep in repair and proper working order all installations and equipment supplied at the property.
- 2.5 Carry out promptly repairs, which have been requested in writing by the tenant.
- 2.6 To return the deposit to the tenant after the end of the term once the tenant has produced proof that all bills have been paid and that all the obligations listed have been complied with. Any money withheld from this deposit shall be justified in writing.
- 2.7 In the event of the rent or any part of it being unpaid for more than 14 days after it has become due whether legally demanded or not or if there shall be a breach of any of the obligations on the part of the tenants the provisions for the recovery of possession by the landlord in accordance with Section 21 of the Housing Act 1988 as amended under the Housing Act 1996 shall apply, the landlord may re-enter the property or any part of it in the name of the whole and immediately the tenancy shall end without prejudice to any other rights or remedies of the landlord.

BUT THE LANDLORD WILL NOT BE REQUIRED TO:

- 1. Carry out works for which the tenant is responsible by virtue of his/her duty to use the property in a tenant like manner.
- 2. All references to the tenant shall apply to all joint tenants who shall be jointly and severally responsible for all of the tenants obligations.

NOTES

Any letter sent out concerning rent arrears will incur an administration charge of £10.00.
The charge for dishonoured cheques and standing orders (not received on due date) is £25.00.

Keys for each property will be available by prior appointment no earlier than 2pm on the first day of the commencement of the tenancy period. The return of all keys upon expiration of the tenancy term will be by prior appointment and no later than 2pm on the last day of the tenancy period.

TENANTS SIGNATURE(S)

TENANTS NAME(S)

1)

2)

3)

4)

5)

6)

7)

8)

SIGNED BY THE NAMED (AS AGENT ON BEHALF OF THE LANDLORD)

DATE: _____