

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

Date: _____

THE LANDLORD/AGENT

LETTING CENTRE

ADDRESS:

550 Bristol Road, Selly Oak, Birmingham, B29 6BD

(This should be used when writing to or serving notices on the Landlord)

THE PROPERTY

Together with the Fixtures Furniture and Effects therein more particularly specified in the Inventory thereof signed by the parties.

THE TENANT (s)

A PERIOD OF _____ MONTHS/YEAR beginning on _____

THE RENT £ _____ per WEEK/MONTH/QUARTERLY payable in advance

On the _____ of each WEEK/MONTH/QUARTER

THE DEPOSIT £ _____ returnable at the end of the Period of this agreement when the Landlord is satisfied that the tenant has 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). Cheques payable to Letting Centre. Deposit to be refunded within 30 days of the end of the tenancy, provided all keys have been returned to the agents, rent has been paid in full, and the property left in a satisfactory and clean condition. Interest is not paid on deposits.

CHARGES: A charge of £45.00 per individual tenant is made for preparing the contract, and a £20.00 inspection fee per individual tenant at the beginning and a £20.00 inspection fee per individual tenant at the end of the tenancy, for inventory costs.

TENANCY: All obligations under this agreement are joint and several (i.e. each tenant assumes full responsibility). Any tenant that wishes to leave the premises during the tenancy will be responsible for finding a replacement tenant, and obtaining the consent of all parties concerned.

DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OVERLEAF

TERMS AND CONDITIONS

1. The Landlord lets and the Tenant takes the property for the Period at the Rent payable as above.
2. This Agreement creates an assured shorthold tenancy within Part 1 Chapter II of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord in section 21 thereof apply accordingly, save where the Landlord serves a notice under paragraph 2 Schedule 2A to that Act.
3. (a) "The Landlord" includes the persons for the time being entitled in reversion expectant on the tenancy.
(b) "The Tenant" includes the persons deriving title under the Tenant.
(c) Reference to the Property include references to any part or parts of the Property and to the Fixtures Furniture and Effects or any of them.
4. The Tenant will-
 - (a) Pay the rent at the times and in the manner specified without any deductions what so ever. **Any letter sent out concerning rent arrears will incur an administrative charge of £10.00. The charge for dishonoured cheques and standing orders (not received on due date) is £30.00.** Pay interest at the rate of 4% above 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.
 - (b) Pay all charges for any electricity, gas, water, television or telephone used at or supplied to the property and council tax or any similar tax that might be charged in addition to or replacement of it during the term. The tenants are responsible to provide the rates exemption certificate to the relevant council, to get the property exempt from any kind of taxes. It is also the tenants responsibility to read and record all meter readings at the beginning of the tenancy, and to inform the relevant supplier of these readings. Letting Centre will not be held responsible if this is not adhered to.
 - (c) Not make any alteration in or addition to the property (including the erection of shelving), or cause any damage to the walls or decoration by hanging posters or pictures but to use only mapping pins and replace light bulbs and batteries etc, nor to redecorate in any way without the prior approval of the Landlord.
 - (d) Keep the interior of the premises in good and clean condition, avoiding the build up of condensation and mould by ensuring the property is kept adequately ventilated. The drains are to be kept clear and to report any broken glass, however caused, during the course of the tenancy (the cause of this to be investigated and the costs allocated appropriately). To ensure that no disturbance or inconvenience is caused to neighbours by any form of anti social behaviour, keeping noise to a minimum, particularly at night, and to ensure that all refuse is safely disposed of each week on the appropriate collection day.
 - (e) Preserve the Fixtures, Furniture and Effects from being destroyed or damaged and not remove any of them from the Property, and replace all furniture and effects in the rooms or places in which they were at the beginning of the tenancy.
 - (f) Report in writing as soon as reasonably practicable to Letting Centre any damage to or any work requiring attention in the premises. Problems of any kind must be reported to Letting Centre in the first instance, rather than any other body.
 - (g) Yield up the Property at the end of the tenancy in a clean state and condition and make good, pay for the repair or replace all such items of the Fixtures and Effects as shall be broken, lost, damaged or destroyed during the tenancy (reasonable wear expected). The return of the Property shall be signified by the return of all keys and Rent shall be payable in full until this time.
 - (h) Inspect the Property within a week of the keys being collected, to enable any problems or difficulties to be resolved quickly. 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 **Letting Centre**, who will then seek the Landlord's approval.
 - (i) Not assign sublet or otherwise part with possession of the Property without the prior written consent of the Landlord but so that it is hereby agreed that if the Landlord consents to an assignment of the Property such consent may be given subject to the condition that the Tenant will enter into an authorized guarantee within the meaning of the Landlord and Tenant (Covenants) Act 1995.
 - (j) Not carry on the Property any profession, trade or business or let apartments or receive paying guests on the Property or place or exhibit any notice board or notice on the Property or use the Property for any purpose than of a strictly private residence.
 - (k) Not to keep or allow to be kept any animal at the Property.
 - (l) Not do or suffer to be done on the Property anything which may be or become a nuisance or annoyance to the Landlord or the Tenants or occupiers of any adjoining premises or which may violate any insurance of the Property against fire or otherwise or increase the ordinary premium for such insurance.
 - (m) Not interfere with the working of the smoke alarm system. The Tenants will be held liable for the cost of repairs if the alarm has been damaged or removed, and for all costs incurred if the alarm has been rendered inoperative and there is subsequently a fire at the property.
 - (n) Permit the Landlord or the Landlord's agents to enter and view the Property with prospective Tenants or to inspect the property during reasonable hours, 24 hours notice will be given where possible.
 - (o) Perform and observe any obligation on the part of the tenant arising under the Local Government Finance Act 1992 or regulations made thereunder to pay council tax and indemnify the Landlord against such obligation which the Landlord may incur during the tenancy by reason of the Tenant's ceasing to be resident in the Property.

- (p) Provide a parental or Bank rent Guarantee if asked to do so by the Landlord.
5. Provided that if the Rent or any instalment or part thereof shall be in arrears for at least fourteen days after the same shall have become due (whether legally demanded or not) or if there shall be a breach of any of the agreements by the Tenant, the Landlord may re-enter on the Property (subject always to any statutory restrictions on his power so to do) and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord.
6. **The Landlord** agrees with the Tenant as follows-
- (a) To pay and indemnify the Tenant against all assessments and outgoings in respect of the Property (except any council tax and any charges for the supply of water, gas and electricity, or the use of any telephone payable by the Tenant under Clause 4 above).
 - (b) That the Tenant paying the Rent and performing the agreements on the part of the Tenant may quietly possess and enjoy the Property during the tenancy without any lawful interruption from the Landlord or any person claiming under or in trust for the Landlord.
 - (c) To return to the Tenant any rent payable for any period while the Property is rendered uninhabitable by fire the amount in case of dispute to be settled by arbitration, or to provide similar accommodation at the discretion of the Landlord.
 - (d) To comply with all current legislation.
 - (e) To insure the Property against the usual insured risks (but excluding tenants personal possessions).

AS WITNESS the hands of the parties hereto the day and year above written.

SIGNED by the above-named
(as agent on behalf of the Landlord)

DATE:

SIGNED by the above-named
(the Tenant/s)

DATE: