

Assured shorthold tenancy agreement

(Provided under part 1 of the Housing Act 1988 and amended under part 3 of the Housing Act 1996)

Dated the _____ day of _____ Two thousand and _____

BETWEEN

(1) The Landlord/Letting Agent

**LINDSAY WISEMAN/WH PROPERTIES
11 COMMONSIDE
WALKLEY
SHEFFIELD S10 1GA
TEL: 0114 266 8070**

and whoever for the time being is entitled to possession at the end of title tenancy.

(2) THE Tenants

1.1 (a) THE Landlord lets the property described below for **ONE YEAR** to the tenants from 3pm on 1 July _____ till 10am on 30 June _____ (Late departures will incur a charge of £25 per person per hour) on the Tenants agreeing to pay £ _____ every four months for each tenant. The property has ____ Bedrooms.

1.2 THE property is _____

1.3 THE Tenant/Tenants is/are entitled to use the paths, drives, hall and staircase leading to the property at all times for access to it.

1.4 DURING the tenancy the Tenants have the use of the furniture and equipment listed in the inventory.

1.5 WHENEVER there is more than one Tenant all their obligations can be enforced against all of the Tenants jointly and against each individually.

1.6 A RIGHT given to the Landlord/Landlords to enter the property extends to anyone the Landlord/Landlords authorises/authorise to enter and includes the right to bring workmen and appliances onto the property for the stated purpose.

1.7 INTEREST means a payment at three per cent above the published base rate of Barclays Bank PLC compounded quarterly and paid both before and after judgement or arbitration award.

2. THE Tenant/Tenants agrees/agree with the Landlord/Landlords:

2.1 TO pay the basic rent in 3 equal payments on 20 June, 1 October and 1 February. You must hand your post-dated cheques prior to the start of your contract and at least 10 working days before they are due to be cashed. Further, cheques that are not received on time or do not clear as specified in the tenancy agreement will incur an administration fee of £25 plus a £15 charge for each bank letter received, followed by a late fee of £20 per week thereafter. Legal fees for recovering unpaid rent will be the responsibility of the tenant.

- 2.2 NOT to reduce any payment of rent by making any deduction from it or by setting any sum off against it.
- 2.3 TO pay the Landlord / Landlords a deposit of £250.00 when this agreement is signed returnable at the expiration of this agreement provided that the property is left in a clean and tidy condition that no damage has occurred to the property or to the Landlord's/Landlords' furniture (fair wear and tear excepted) that no alterations have been made to the original decoration without the previous written consent of the Landlord/Landlords and that there is no outstanding rent. Any rubbish bags left at the end of your tenancy will be charged a removal fee of £25 per bag.
- 2.4 (a) TO pay promptly all accounts for the supply of electricity, gas and water to the property and the use of the internet/telephone line there. Deposits will be retained for non-payment of bills and until proof of payment of final utility bills at the property is posted to the main office address.
- (b) To pay all rates assessed on the property. Students are exempt from Council Tax however, you must supply a copy of your exemption certificate. If you are working, it is your responsibility to pay Council Tax. This also includes water rates if there isn't a meter at the property.
- 2.5 TO keep all parts of the property in a clean and tidy condition and to clean all soft furnishings at least once during the term.
- 2.6 TO report promptly to the Landlord/Landlords all defects in the property which are the Landlord/Landlords duty to repair.
- 2.7 TO allow the Landlord/Landlords at all reasonable times to enter the property to inspect the state of it and during November/December/January/February to allow viewings of prospective tenants' at all reasonable times for the following academic year.
- 2.8 IF the Landlord/Landlords gives/give the Tenant/Tenants notice of failure to do work required by this agreement to start the work within one month or immediately in the case of emergency and to proceed with it diligently. In default, the Landlord/Landlords is/are entitled to enter the property to do it and the Tenant/Tenants must pay the cost of it on demand.
- 2.9 TO repair all damage to the furniture and to replace any items beyond repair with the same item or a similar item of at least the same quality (damage caused by fair wear and tear excepted). Further, deposit will be retained if the tenant fails to remove furniture or goods at the end of the tenancy that does not belong to the landlord. Rubbish left outside the property and not in the wheelie bin (Lid Down) will incur a charge of £25.00 per bag.
- 2.10 NOT to alter or add to the property nor allow anyone else to do so.
- 2.11 NOT to alter the decoration without the written consent of the Landlord/landlords.
- 2.12 TO replace all light bulbs which require to be replaced.
- 2.13 ONLY to use the property as a private dwelling (use allowed) or to allow it to be used for that purpose.
- 2.14 TO comply with the regulations in the schedule and to ensure that occupiers of the property do so.
- 2.15 NOT to invite the public generally or any specified section of it to come to the property nor to use it for a purpose which attracts casual callers.
- 2.16 NOT to use the property or any part of it for any of the following nor allow anyone else to do so: Activities which are dangerous offensive noxious noisome illegal or immoral or which are or may become nuisance or annoyance to the Landlords or to the owner of occupier of any neighbouring property.
- 2.17 NOT to act in any way which may result in the Insurance of the property being void or voidable or in the premium for it being increased nor allow anyone else to do so. Specifically to ensure that burglar alarm is set when the property is empty as if a break-in does occur and the house is not locked and alarmed the tenants will be responsible for any of the landlords property stolen.
- 2.18 NOT to display any notice or advertisement either on the inside of the property or visible from outside it.
- 2.19 TO give the Landlord/Landlords promptly a copy of any notice received concerning the property or any neighbouring property.
- 2.20 NOT to assign sub-let or part with the possession of the property or any part of it.
- 2.21 TO allow the Landlord /Landlord's and any person with written authority from the Landlord/Landlords or the Landlord's/Landlord's Agent to enter the property to affect maintenance or repair.
- 2.22 WHEN the tenancy ends to return all the furniture in the rooms under which the items are listed in the inventory.
- 2.23 WHEN the tenancy ends to return the property to the Landlord/Landlords leaving the property in the state in which this agreement requires the Tenant/Tenants to keep it.
- 2.24 At the end of the tenancy, or if the tenant departs early, the tenant agrees to notify the landlord three days before his/her departure thus allowing appointment to be made re inspection of property and for the keys to be

returned in person. Failure to return keys will result in locks being changed at a cost of £180. Keys must be returned to the office between Monday and Friday 9am-5pm in person.

3. THE Landlord/Landlord's agrees/agree with the Tenant/Tenants:-

3.1 SO long as this agreement continues and the Tenant/Tenants complies/comply with its terms to allow the Tenant/Tenants to occupy the property without interference.

3.2 WHEN the tenancy ends to repay the deposit to the Tenant/Tenants without interest after deducting all sums due to the Landlord/Landlord's under the terms of this agreement or as a result of any its terms being broken or bank charges incurred due to late or not cleared cheques. Letters received from the bank regarding unpaid cheques will have a £15 fee charged.

3.3 TO keep the property in tenantable repair.

4. THE parties agree:

4.1 THE rules as to the Service of notices in section 196 of the Law of property act apply to any notice given under this agreement.

4.2 THE Landlord's/Landlord address for service of notices including notices in proceeding is the address given above for the Landlord/ landlord's until the Tenant/Tenants is/are notified of a different address in England and Wales

4.3 THAT this agreement is made pursuant to the terms of Section 20 of the Housing Act 1988 and is an assured shorthold tenancy and that the requirements of the Act with respect to a notice have been complied with.

IN WITNESS whereof the parties hereto have hereunto set their hands the day and year first above written

SCHEDULE above referred to:

Regulations

1. Strictly no pets.
2. Strictly no sub-letting.
3. The owner's specific permission, in writing, is required before any re-decoration, re-painting, or installation of shelving, electrical fittings or fixtures.
4. During the Christmas holiday period, if property is vacant please ensure central heating is left on for a two hour period twice each day to avoid burst pipes. Ask the owner's advice if in doubt, failure to do this will result in the tenant being responsible for any damage caused. All refrigerators are to be defrosted during the Christmas and Easter holidays.
5. Damage to decor caused by blue-tack or other adhesive materials will be deductible from deposit monies held. Posters must be confined to one bedroom wall only.
6. Cellars in properties are not to be used to store unwanted furniture or rubbish and must be emptied at the end of the tenancy.
7. All internal windows to be cleaned at least once per term.
8. All common areas, kitchens, bathrooms, lounges, stairs and hallways to be kept clean at all times.
9. Nothing to be allowed to obstruct the drainage system (sinks, toilets etc.).
10. No posters to be displayed in the windows.
11. Strictly no candles, tea lights or incense to be burned in the house.
12. Good quality mattress protectors must be used on every bed.
13. Smoking is not permitted inside the property as it is against the law to smoke in a shared property. Action will be taken against any tenants found to be smoking in the property and damage, smells or stains caused from smoking will be charged for.
14. Maintenance issues must be reported to Lindsay's phone as soon as they occur during office hours
15. Central heating must be put on at regular times October 15th onwards to prevent damage to the building.
16. Out of hour call out charges will be incurred at £25, e.g., tenants locking themselves out.
17. Keys lost will result in an automatic lock change at a cost to the tenant of £180 and all remaining keys must be returned to the office.
18. If a TV is provided in your house, it is your responsibility to purchase a TV Licence.

19. You must make an appointment to collect your key. The office is not open at weekends or bank holidays. If you arrive without an appointment, we cannot guarantee that someone will be available to check the keys out.
 20. It is a condition of this tenancy that anyone living in the property has a 'right to rent' as set out in section 22 of the Immigration Act 2014. We will not be able allocate keys if we do not have the correct paperwork in place prior to the start of your tenancy.
 21. WH Properties are members of the TPO redress scheme and subscribe to their code of practice – copies of the code of practice are available on request from the office.
 22. In accordance with the deposit protection legislation all deposits are protected through the company My Deposits - <https://www.mydeposits.co.uk/contact-us/>
 23. A copy of your EPC certificate is displayed inside the property and on the WH Properties website.
- Deposits received from:

SIGNED by the Landlord/Letting Agent:

Landlords in the presence of:

This is a LEGALLY BINDING DOCUMENT

SIGNED by the Tenant/s

Tenants in the presence of:

I have received from the landlord the following:

- Copy of Contract
- Deposit Insurance Certificate
- Prescribed Information
- Tenants Information
- Privacy Notice

Signed:

Landlord/Letting Agent Agreements: