



# ASSURED SHORTHOLD TENANCY AGREEMENT

(Provided under part 1 of the Housing Act 1988 and amended under part 3 of the Housing Act 1996)  
Approved by Sheffield City Council and Sheffield University

Dated the \_\_\_\_\_ day of \_\_\_\_\_ Two thousand and \_\_\_\_\_

## BETWEEN

(1) The Landlord/Letting Agent

**WH PROPERTIES**  
**11 COMMONSIDE**  
**WALKLEY**  
**SHEFFIELD S10 1GA**

(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 \_\_\_\_\_

on the Tenants agreeing to pay £ \_\_\_\_\_ every four months for each Tenant.

The property has \_\_\_\_ Bedrooms.

1.2 THE Property is \_\_\_\_\_

1.3 THE Tenants 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, or any person acting on behalf of the Landlord to enter the property includes the right to bring workmen and appliances onto the property for their 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 Tenants Agree with the Landlord:

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.

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 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 furniture (fair wear and tear excepted), that no alterations have been made to the original decoration without the previous written consent of the Landlord, and that there is no outstanding rent.

2.4 TO pay promptly:

(i) all accounts for the supply of electricity, gas and water to the property and the use of the internet/telephone line there. To pay all outstanding accounts with utility service providers at the end of the tenancy.

(ii) all rates assessed on the property. Students are exempt from Council Tax and you must supply a copy of your Exemption Certificate. If you are working it is your responsibility to pay Council Tax.

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 all defects in the property which are the Landlord's duty to repair.

2.7 TO allow the Landlord, or any person acting on behalf of the Landlord, at all reasonable times to enter the property for the following reasons:

(1) to inspect it's condition and state of repair

(ii) to carry out the Landlord's repairing obligations and other obligations under this agreement

(iii) to carry out any inspections required by law, and to carry out any works, repairs, maintenance or installations required by law

(iv) to allow viewings with prospective tenants for the following academic year.

The Landlord will normally give 24 hours written notice, unless special arrangement is made between the Landlord and the Tenants in such circumstances where 24 hours notice is not possible.

2.8 TO carry out any work or repairs that the Tenants are required to carry out under this agreement within a reasonable amount of time from being notified, provided the Landlord has given the Tenants written notice of those repairs; or to authorise the Landlord to have the work carried out at the Tenant's expense, and giving at least 24 hours notice.

2.9 TO repair all damage caused by the Tenant 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.

2.10 NOT to alter or add to the property nor allow anyone else to do so.

2.11 TO take reasonable precautions to prevent condensation by keeping the Premises adequately heated and ventilated.

2.12 NOT to alter the decoration without the written consent of the Landlord.

2.13 TO replace all light bulbs which require to be replaced.

2.14 ONLY to use the property as a private dwelling (use allowed) or to allow it to be used for that purpose.

2.15 TO comply with the regulations in the schedule and to ensure that occupiers of the property do so.

2.16 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.

2.17 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 Landlord or to the owner of occupier of any neighbouring property.

2.18 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 Landlord's property stolen.

2.19 NOT to display any notice or advertisement either on the inside of the property or visible from outside it.

2.20 TO give the Landlord promptly a copy of any notice received concerning the property or any neighbouring property.

2.21 NOT to assign sub-let or part with the possession of the property or any part of it.

2.22 WHEN the Tenancy ends to return all items of furniture in the rooms under which they are listed in the inventory.

2.23 WHEN the Tenancy ends to return the property to the Landlord leaving the property in the state in which this agreement requires the 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 their departure, thus allowing an 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. These Locks are security cut and including tradesman labour can cost up to £180 to replace. Keys must be returned to the office between Monday and Friday 9am-5pm in person.

### **3. THE Landlord Agrees with the Tenants:-**

3.1 TO ALLOW the Tenants to occupy the property without interruption or interference with the Tenants' right to quiet enjoyment of the property.

3.2 WHEN the tenancy ends to repay the deposit to the Tenants without interest after deducting all sums due to the Landlord under the terms of this agreement or as a result of any its terms being broken.

3.3 TO keep the property in tenantable repair.

### **4. THE Parties Agree:**

4.1 THE terms and conditions set out in this agreement and no amendments shall take effect unless agreed in writing by the Landlord and the Tenants.

4.2 THIS Agreement may be ended if:

- (I) there is a breach by the Tenants of any obligation or other term of this Agreement; or
- (II) any of the grounds for possession in the Housing Act 1988 (as amended) schedule 2 are made out.

4.3 IF any Tenant vacates the Premises early then that Tenant remains liable to pay Rent and other monies under this Agreement until the term expires; or the Premises are re-let whichever is earlier.

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 address for service of notices including notices in proceeding is the address given above for the Landlord until the Tenants are notified of a different address in England and Wales

### **Regulations**

1. Strictly no pets, without written permission from the landlords.
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.
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: not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the property.
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 to prevent damage to the building.
16. If a TV is provided in your house, it is your responsibility to purchase a TV Licence.
17. 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.

18. 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.
19. 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.
20. In accordance with the deposit protection legislation all deposits are protected through the company My Deposits - <https://www.mydeposits.co.uk/contact-us/>
21. A copy of your EPC certificate is displayed inside the property and on the WH Properties website. A hard copy will also be provided.

**This is a LEGALLY BINDING DOCUMENT**

**SIGNED** by the Landlord/Letting Agent: \_\_\_\_\_

**IN** the presence of (Witness): \_\_\_\_\_

**SIGNED** by the Tenants:


**IN** the presence of (Witness): \_\_\_\_\_

I have received from the landlord the following:

- Copy of Contract
- Deposit Insurance Certificate
- Prescribed Information
- Tenants Information
- Privacy Notice is available to view on line

Signed:

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**Landlord/Letting Agent Agreements:**