

ASSURED SHORTHOLD TENANCY AGREEMENT

For letting a furnished dwelling house/Flat on an Assured Shorthold Tenancy under Part 1 of the Housing

Act 1988 as amended by the housing Act 1996

This agreement is made the day of 2013

1 Particulars

1.1 Parties The Landlord : Mr & Mrs Blanchard, Mayhills, Stoner Hill Rd, Froxfield,, Petersfield , GU32 1DX
The "Landlord" shall include the Landlord's successors in title and assigns. This is the person who would be entitled to possession of the property if the tenant was not in possession and could be the current landlord or someone purchasing or inheriting the property.

1.1.2 The Tenant

- (1)
- (2)
- (3)
- (4)
- (5)

.....

1.1.3 The Guarantor

- (1)
- (2)
- (3)
- (4)
- (5)

.....

Where the party consists of more than one person the obligations apply to and are enforceable against them jointly and severally.

1.2 The Landlord's Agent

The "Landlord's Agent" shall mean an agent or such other agents as the Landlord may from time to time appoint.

1.3 The Landlord lets and the Tenant takes the Property for the Term at the Rent payable upon the terms and conditions of this agreement.

1.4 This agreement is intended to create an Assured Shorthold Tenancy as defined in Part 1 of the Housing Act 1988 (including any subsequent amendments). These tenancies do not guarantee the Tenant any right to remain in possession after the fixed term (subject to a minimum occupancy of six months).

1.5 It is agreed that no Notice under paragraph 2 of Schedule 2A to the Housing Act 1988 has been given. If this Notice had been given the tenancy would have been a non-shorthold Housing Act tenancy.

1.6 Property

- 1.6.1 The property situated at and being at together with the fixtures, fittings, furniture and effects therein and more particularly specified in the Inventory signed by the Tenant and all grounds. It shall include the right to use, in common with others, any shared rights of access, stairways communal parts, paths and drives.

1.7 Term

- 1.7.1 The Term shall be for a definite period of months from and including to and including
- 1.7.2 If the Tenant remains in the Property beyond the end of the initial fixed term and no new fixed term tenancy comes into being then the Tenant will have a Statutory Periodic Tenancy by virtue of Section 5 of the Housing Act 1988.
- 1.7.3 The "Term" is to include any extension or continuation of the fixed term or a Statutory or Contractual Periodic Tenancy.
- 1.7.4.1 If an individual Tenant wishes to find another person to take his/her place on the Assured Shorthold Tenancy Agreement he will undertake to:
- 1.7.4.2 Notify the landlord immediately.
- 1.7.4.3 Find a replacement tenant and obtain the approval of the other tenants named on the Assured Shorthold Tenancy Agreement and the Landlord for this individual to replace the tenant who wishes to leave.
- 1.7.4.4 No existing tenant should unreasonably withhold their approval to a suitable replacement tenant
- 1.7.4.5 Obtain signatures for a replacement Assured Shorthold Tenancy Agreement from the remaining existing Tenants and the replacement tenant
- 1.7.4.6 Pay an administration fee of £100.00 administration fee to the Landlord/agent
- 1.7.4.7 An inventory will be completed when the leaving tenant vacates the property and any an invoice for any damage will be sent will be sent to him within 10 working days.
- 1.7.4.8 At the point of vacating the property be absolutely up to date with any rent owing.

1.8 Rent

- 1.8.1 The Rent shall be £ per calendar month, payable in advance.
- 1.8.2 The Rent shall be paid clear of all deductions and set off whatsoever to the Landlord by Bank Standing Order only. In the event of rent not being paid by due date a £25.00 administrative charge will be paid by the tenant to be paid with the tenants next installment of rent. Each tenant is individually responsible for the £25.00 administration charge if they are late with rental payment.
- 1.8.3 The first rental payment of £..... being due on or prior to the date of taking possession.
- 1.8.4 Thereafter the "Rent Due Date" will be the 1st day of each calendar month during the Term of this agreement.
- 1.8.5 Overdue rental payments will be subject to interest at the rate of 10% per annum calculated from the date the payment was due up until the date payment is received.
- 1.8.6 Any person paying the Rent, or any part of it, for the Property during the Term shall be deemed to have paid it as agent, for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.
- 1.8.7 Any payments accepted after service of any Notice served on the Tenant to terminate this agreement, or after any breach of the conditions which may lead to Possession, will only be accepted without prejudice to such Notice.

1.9 Rights of Third Parties

The parties intend that no clause of this agreement may be enforced by any third party, other than the Landlord's Agent, pursuant to the Contracts (Rights of Third Parties) Act 1999.

2 Legal Notices

2.1 Section 47

Under section 47 of the Landlord and Tenant Act 1987 the address of the Landlord is stated to be as on the first page of this agreement. The address for service of Notices is as in clause 2.2.

2.2 Section 48

Until you are informed in writing to the contrary Notice is given pursuant to section 48(1) of the Landlord and Tenant Act 1987 that your Landlord's address for the service of Notices (including Notices in proceedings) is as follows:

Mayhills Stoner Hill Rd Froxfield Petersfield GU32 1DX

2.3 Notice service

- 2.3.1 Any Notice given by or on behalf of the Landlord or any other document to be served on the Tenant shall be deemed to have been served on the Tenant if it is:
 - 2.3.1.1 left at the Property or
 - 2.3.1.2 sent by ordinary post in a pre-paid letter, properly addressed to the Tenant by name at the Property or
 - 2.3.1.3 sent by Recorded Delivery in a pre-paid letter, properly addressed to the Tenant by name at the Property.
- 2.3.2 Any Notice given by the Tenant or any other document to be served on the Landlord shall be deemed to have been served on the Landlord if it is:
 - 2.3.2.1 left at the office of the Landlord's Agent during the Term only or
 - 2.3.2.2 sent by ordinary post in a pre-paid letter, properly addressed to the Landlord at the address in clause 2.2 or
 - 2.3.2.3 sent by Recorded Delivery in a pre-paid letter, properly addressed to the Landlord at the address in clause 2.2.
- 2.3.3 If any Notice or other document is left at the Property or Landlord's Agent's office, service shall be deemed to have been on the day it was left.
- 2.3.4 If any Notice or other document is sent by post it shall be deemed to have been served 48 hours after it was posted.

2.4 Notices Received

2.4.1 If a relevant Local Authority gives Notice or makes an order in respect of the Property, the Tenant shall provide full particulars to the Landlord's Agent within 7 days. All reasonable steps should be taken to comply with it, in consultation with the Landlord (or Landlord's Agent) as is appropriate to the situation.

2.5 Ending the Tenancy

- 2.5.1 If the Tenant intends to vacate at the end of the fixed term, or at any later date, he must give the Landlord at least one month's Notice in writing.
- 2.5.2 While the tenancy is periodic Notice must be given and must expire the day before a Rent Due Date.

2.6 Landlord's Break Clause

- 2.6.1 The Landlord may bring the tenancy to an end at any time after the expiry of the fixed term by giving to the Tenant at least two months' written Notice stating that the Landlord requires possession of the Property. A Notice under section 21 of the Housing Act 1988 will suffice to implement this sub-clause.

3 Possession

- 3.1 By following the due process of law, and without prejudice to the other rights and remedies of the Landlord, the Landlord may seek to terminate the tenancy if -
- 3.1.1 the Rent or any part of it is in arrears whether formally demanded or not,
 - 3.1.2 the Tenant is in breach of any of the obligations under this agreement,
 - 3.1.3 any of the Grounds of Schedule 2 of the Housing Act 1988 apply (these grounds allow the landlord to seek possession of the property in the circumstances listed on the ground),
 - 3.1.4 a Notice is served under section 21 of the Housing Act 1988 (section 21 gives the landlord a right to end an assured shorthold tenancy without any specific reason, though only after any fixed term has ended, or in operation of a break clause),
 - 3.1.5 the Property is left abandoned and unoccupied for a period in excess of 14 days without the Landlord's consent.

4 Tenant's Obligations

The Tenant agrees to:

4.1 Payments

- 4.1.1 Pay the Rent on the day and in the manner specified.
- 4.1.2 Pay and indemnify the Landlord against all charges including water and sewerage charges, rates and assessments (but of an annual or recurring nature only) and for all gas, electricity, oil or solid fuel consumed on or supplied to the Property (including all fixed and standing charges) and all charges for the telephone during the term of this agreement.
- 4.1.3 Pay for the reconnection of water, gas, electricity or telephone if the disconnection results from any act or omission of the Tenant or the Tenant's agents.
- 4.1.4 Pay the Council Tax, or any replacement taxation (even of a novel nature), in respect of the Property for the Term of this agreement.
- 4.1.5 Pay the costs and disbursements in relation to the preparation of the inventory, 'mid term interim check in December and "check out" at the end of the tenancy.
- 4.1.6 Pay a fee of £ 10 (plus VAT) to the Landlord or Agent for each letter sent to the Tenant concerning breaches of the tenancy agreement to be paid with the tenant's next rental installment.
- 4.1.7 Pay a charge of £25 (plus VAT) to the Landlord or Agent for any payment presented to the Landlord's or Agent's bank but returned, refused or re-presented by the bank for any reason. This fee will be payable for each presentation which fails and is to be paid with the tenants next rental installment.
- 4.1.8 Notify the relevant authorities and arrange and pay final accounts at the end of the tenancy.
- 4.1.9 Pay for the entire invoice and costs of any contractors that the Tenant arranges unless previously authorized in writing by the Landlord.
- 4.1.10 Pay the Landlord for the cost of replacing the locks and cutting new keys if any keys are not returned to the Landlord or the Landlord's Agent when the tenant moves out.

- 4.1.11 Pay the Landlord's costs, legal and otherwise, including VAT and disbursements in any and all of the following circumstances:-
 - 4.1.11.1 enforcing or attempting to enforce (whether by legal process or otherwise) the provisions of this agreement,
 - 4.1.11.2 recovering rent or other monies payable under the provisions of this agreement,
 - 4.1.11.3 recovering possession of the property, because of the tenants default
- 4.1.12 Pay any excess on the Landlord's insurance if the claim results from the negligence, misuse or failure of the Tenant or any of his visitors or friends
malicious £ 1000.00 other £ 250.00
- 4.1.13 Pay and arrange for the removal of all vermin, pests including mice and rats and insects, if infestation occurs during the Term woodworm bird nests, wasp nests and woodboring insects excepted.

4.2 Repairs

- 4.2.1 Keep the Landlord's Property, including food storage and preparation areas, all of the furnishings, carpets, machinery and equipment clean and tidy and in good and tenantable condition, repair and decorative order, (reasonable wear and tear, items which the Landlord is responsible to maintain, and damage for which the Landlord has agreed to insure, excepted).
- 4.2.2 Not permit any waste, injury or damage to the Property, or make any alteration or addition to the Property or the style or colour of the decorations.
- 4.2.3 Notify the Landlord immediately of any wet rot, dry rot or infestation by wood boring insects.
- 4.2.4 Replace any broken glass immediately unless the damage results from an event for which the Landlord has agreed to insure.
- 4.2.5 Undertake any repairs or decorations for which the Tenant is liable within one month of any Notice being served by the Landlord or the Landlord's Agent and if the Tenant does not carry out the repairs or redecorations the Landlord may enter the Property, with or without others, to effect those repairs and decorations and the Tenant will pay on demand all costs involved.
- 4.2.6 To allow access to the landlord or landlord's builder etc to carry out repairs, redecoration or improvements to the property and garden.

4.3 The Property

- 4.3.1 Notify the Landlord in writing as soon as the Tenant becomes aware of.
 - 4.3.1.1 any defect, damage or want of repair in the Property, other than such as the Tenant is liable to repair in 4.2.1 above,
 - 4.3.1.2 any Notices, proceedings or letters relating to the Landlord, the Property or the use of the Property,
 - 4.3.1.3 any loss, damage or occurrence which may give rise to a claim under the Landlord's insurance.
- 4.3.2 Co-operate in the making of any claim under the Landlord's insurance.
- 4.3.3 Use the Property in a tenant-like manner.
- 4.3.4 Clean the windows of the Property as often as necessary and in the last two weeks of the tenancy.

- 4.3.5 Not remove any of the Landlord's possessions from the Property.
- 4.3.6 Not exhibit any poster or Notice so as to be visible from outside the Property.
- 4.3.7 Not cause or permit any blockage to the drains and pipes, gutters and channels in or about the Property.
- 4.3.8 Not assign, underlet or part with or share possession of the whole or any part of the Property.
- 4.3.9 Not permit any visitor to stay for a period of more than three weeks within any three month period.
- 4.3.10 Permit the Landlord and or his agents or others appointed by the landlord, at reasonable hours of the daytime, to enter the property.
- 4.3. 10.1 to view their state and condition and to execute repairs and other works upon the Property or other properties.
- 4.3.10.2 to show prospective purchasers or tenants the Property at reasonable hours of the daytime during the Term and to erect a board to indicate that the Property is for sale or rent. To ensure the property is in a clean and tidy condition and furniture is arranged as a 4/5 bedroom accommodation during all viewing times for prospective purchasers/tenants.
- 4.3.10.3 to reimburse Landlord/Agent for any professional cleaning fees required to ensure property is in a clean and tidy condition for viewing by prospective tenants/purchasers
- 4.3.11.1 Not to hang wet clothing in bedrooms
- 4.3.12 Not add any aerial, antennae or satellite dish to the building.
- 4.3.13 Not change the locks (or install additional locks) to any doors in the dwelling house, nor make additional keys for the locks. All keys are to be returned to the Landlord or the Landlord's Agent at the end of the tenancy. .
- 4.3.14 Ensure that the Property is kept secure at all times, locking doors and windows and activating burglar alarms as appropriate.
- 4.3.15 Keep the Property at all times sufficiently well aired and warmed to avoid build-up of condensation and prevent mildew growth and to protect it from frost.
- 4.3.16 Not block ventilators provided in the Property.
- 4.3.17 Report to the Landlord's Agent any brown or sooty build up around gas appliances or any suspected faults with the appliances.
- 4.3.18 Not use any gas appliance that has been declared unsafe by a CORGI engineer, or disconnected from the supply.
- 4.3.19 Not keep, use or permit to be used any candles, oil stove, paraffin heater or other portable fuel burning appliance, or other appliance against the terms of the insurance of the Property, except as provided by the Landlord.
- 4.3.20 Be responsible for ensuring that any television used is correctly and continually licensed.
- 4.3.21 Not keep motorcycles, cycles or other similar machinery inside the Property except in any defined outside area or garage.

- 4.3.22 Pay for any sterilization and cleansing of the Property made necessary under the Public Health (Control of Diseases) Act 1984 as a result of a person with a Notifiable Disease having been in the Property during the Term.
- 4.3.23 Pay for any redecoration or replacement required as a result of the work carried out under clause 4.3.22
- 4.3.24 Perform and observe all obligations of any headlease or covenant on the Property save for those relating to the payment of rent or service charges and to indemnify the Landlord against all claims, damages, costs, charges and expenses whatsoever in relation to any breach of this obligation.
- 4.3.25 Not keep any vehicle without a valid Road Fund License, commercial vehicle, boat, caravan, trailer, hut or shed on the Property.
- 4.3.26 Not affix any Notice, sign, poster or other thing to the internal or external surfaces of the Property save for where specific provision already exists.
- 4.3.27 Not keep any pet, animal, bird, reptile, fish, insects or the like on the Property.
- 4.3.28 Not allow children to live in the Property.
- 4.3.29 Keep the garden and grounds properly cultivated according to the season and free from weeds, in a neat and tidy condition with the lawns regularly mown and edged, and shrubs and trees pruned but not alter the character or layout of the garden or grounds.
- 4.3.30 Not cause obstruction in any common areas of any building of which the Property forms a part. The Landlord reserves the right to remove or have removed any such obstruction and at his discretion to levy a charge, payable on demand, on the Tenant for so doing.

4.4 General

- 4.4.1 Not permit or suffer to be done on the Property anything which may be, or may be likely to cause, a nuisance or annoyance to a person residing, visiting or otherwise engaged in a lawful activity in the locality. This responsibility includes the actions and behavior of visitors and friends of the tenant.
- 4.4.2 Not make or permit any noise or play any radio, television or other equipment in or about the Property between the hours of 10pm and 7am so as to be audible outside the Property.
- 4.4.3 Not carry on any trade or profession upon the Property nor receive paying guests but use the Property only as a private residence for the occupancy of the named tenants.
- 4.4.4 Not permit or suffer to be done on the Property anything which may render the Landlord's insurance of the Property void or voidable or increase the rate of premium for such insurance.
- 4.4.5 Not use or suffer the Property to be used for any illegal or immoral purpose (note, unauthorized taking or possession of controlled drugs is considered to be illegal for the purpose of this clause).

- 4.4.6 Immediately notify the Landlord or Landlord's Agent if the Property becomes the subject of proceedings under the Matrimonial Causes Act 1973 or the Family Law Act 1996 and supply particulars of such proceedings to the Landlord on demand.
- 4.4.8 Forward any correspondence addressed to the Landlord and other Notices, orders and directions affecting the Landlord to the Landlord's Agent without delay.
- 4.4.9 Surrender all rights to all possessions left at the Property at the end of the tenancy and that they will immediately pass to the Landlord who shall be entitled (though not bound) to sell the same for his own benefit.
- 4.4.10 Reside in the Property as his only or principal residence. Any change in residence status must be notified to the Landlord's Agent and a new tenancy agreement drawn up if necessary.
- 4.4.11 Not leave the Property vacant for more than 14 days without informing the landlord
- 4.4.12 Tenants to sign inventory at commencement of tenancy. Tenants will be given a copy of inventory on taking possession of the property. All tenants have the responsibility to check inventory and ensure that any error/deficiencies are reported to the landlord/agent and return a signed copy of the inventory as necessary within 14 days of taking possession of the property. The inventory will be assumed to be an accurate description of the property, including the contents as handed over to the tenants, if not returned to Landlord within 14 days. An inventory will be carried out after possession of the property has been returned to the landlord. Should any tenant wish to be in attendance at the preparation of this inventory the tenant must notify the landlord of this in advance of vacating the property and provide the necessary forwarding contact details to be invited to attend at the set time.
- 4.4.13 Not change the supplier of utility services without approval from the Landlord or Landlord's Agent and if approval is given, provide the Landlord's Agent with the new supplier's details including the Property reference number.
- 4.4.14 Not change the telephone number of the Property.
- 4.4.15 Not alter the operation of, or disable, the smoke alarms.
- 4.4.16 Not disable or alter the operation or code of the burglar alarm.
- 4.4.17 Be responsible for maintenance of the burglar alarm and the smoke alarms including checking the smoke alarms every week and replacing non rechargeable batteries every year.
- 4.4.18 Not to smoke inside the property
- 4.4.19** Not to move in additional furniture/appliances to the property without the permission of the landlord.

4.5 Insurance

- 4.5.1 Be responsible for insuring their own possessions including food in fridge and freezer against all risks and be aware that the Landlord will not accept liability for any loss or damage that may occur as a result of use within the property

4.6 End of tenancy

- 4.6.1 Yield up the Property at the end of the tenancy in the same good clean state and condition as it was at the beginning of the tenancy and make good, pay for the repair of, or replace all such items of the fixtures, fittings, furniture and effects as shall be broken, lost, damaged or destroyed during the tenancy (reasonable wear and tear and damage for which the landlord has agreed to insure excepted).
- 4.6.2 Return all keys to the Property to the Landlord's Agent by 12 noon on the last day of the tenancy (or sooner by mutual arrangement).
- 4.6.3 Pay for the washing (including ironing or pressing) of all the linen and the cleaning (including ironing and pressing where appropriate) of all blankets, bedding, carpets and curtains which have been soiled during the tenancy (reasonable use thereof nevertheless excepted).
- 4.6.4 Leave the oven clean with no evidence of burnt food or grease, all chrome and glass to be shining with no stains and cooker rings cleaned.
- 4.6.5 Leave the fixtures fittings, furniture and effects at the end of the tenancy in the rooms and places in which they were at the beginning of the tenancy.
- 4.6.6 Remove all personal belongings and rubbish from the property before returning property to the landlord. Reimburse Landlord for costs of removal of unwanted goods and rubbish left in the property at the end of the tenancy.
- 4.6.7 Ensure the garden is free from rubbish and not overgrown, reimburse landlord for all works and rubbish collection necessary to return garden to tidy condition at end of tenancy

5 Landlord's obligations

The Landlord agrees with the Tenant as follows:

- 5.1 To pay and indemnify the Tenant against all assessments and outgoings in respect of the Property (except those for which responsibility is assumed by the Tenant under this agreement).
- 5.2 To allow the Tenant, paying the Rent and performing the obligations on the part of the Tenant, quiet enjoyment of the Property during the tenancy without any unlawful interruption from the Landlord or any person claiming under or in trust for the Landlord.

- 5.3 To return to the Tenant any rent paid for any period while the Property is rendered uninhabitable by fire or other risk for which the Landlord has agreed to insure, except where such damage may have been caused or enabled by the Tenant's actions or omissions the amount, in case of dispute, to be submitted to arbitration pursuant to Part 1 of the Arbitration Act 1996.
- 5.4 That he is the sole owner of the leasehold or freehold interest in the Property and that all necessary consents to allow him to enter this agreement (superior lessors, mortgage lenders or others) have been obtained in writing.
- 5.5 To maintain a comprehensive insurance policy with a reputable company to cover the Property, and the Landlord's fixtures, fittings, furniture and effects (including carpets and curtains), but not including the Tenant's belongings.

6 Housing Benefit

- 6.1 The Tenant authorizes the Local Authority to discuss with the Landlord and the Landlord's Agent the details of any Housing Benefit or Council Tax claims made at any time in relation to the renting of the Property.
- 6.2 If the Landlord's Agent so requires, the Tenant consents to any Housing Benefit being paid direct by the Local Authority to the Landlord or the Landlord's Agent.
- 6.3 The tenant indemnifies the Landlord and the Landlord's Agent against any losses to them from clawback or any other repayment to the Local Authority either before, or after the Tenant has vacated the property

7 Guarantor

- 7.1 The Guarantor agrees to indemnify the Landlord and the Landlords Agent against any loss suffered as a result of the Tenant failing to fulfill any of his obligations under this Agreement or failing to pay rents or other monies due to the Landlord
- 7.2 The Guarantor agrees to pay, on demand and in full any overdue rent or other monies due under this agreement for the full Term and this expressly includes any period of holding over or exclusion or statutory continuation following expiry of any fixed term
- 7.3 The Guarantor agrees to make payment due under clause 7.1 and 7.2 even after the Tenant has yielded up possession

SIGNED BY THE ABOVE NAMED

..... **LANDLORD**

..... **TENANT (1)** **TENANT (3)**

..... **TENANT (2)** **TENANT (4)**

..... **TENANT (5)**