

# ASSURED SHORTHOLD TENANCY AGREEMENT

## For letting a residential dwelling

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### Important Notes for Tenants

- **This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.**
- **Where there is more than one tenant, all obligation, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually.**
- **If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.**

### General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured short hold tenancy within the provisions of the Housing Acts 1988 as amended by part III of the Housing Acts 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
3. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
4. Section 11, Landlord and Tenant Act 1985 – these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water gas and electricity and the installations in the Property for space heating and heating water.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addresses to the Tenant at the Property.
6. This agreement has been drawn up after consideration of the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements.

### More Information

For more information on using this tenancy agreement, please refer to the 'Letting Information Point' on The Letting Centre website. Website address: [www.letlink.co.uk](http://www.letlink.co.uk)

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(3.7) Not to keep any cats or dogs at the property and not to keep any other animals, reptiles or birds (or other living creatures that may cause damage to the property or annoyance to neighbours) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord

(3.8) Not to use the Property for any illegal or immoral purposes

(3.9) Where the Landlord's Interest is derived from another lease ("the Head lease") then it is agreed that the Tenant will observe the restrictions in the Head lease applicable to the property. A copy of the Head lease, if applicable, is attached

#### **Repairs**

(3.10) Not to damage the property and contents or make any alteration or addition to the property without the written permission of the Landlord not to be unreasonably refused

(3.11) To keep the interior of the Property and the contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted, and to keep the property reasonably aired any warmed

(3.12) To pay the reasonable costs reasonably incurred by the Landlord or his Agent in replacing or repairing any furniture or other contents, lost, damage or destroyed by the Tenant or at the option of the Landlord, replace immediately any furniture or other contents, lost, damaged or destroyed by the Tenant, and not to remove or permit to be removed any furniture or other contents from the Property

(3.13) That the Landlord or any person authorised by the Landlord or his Agent may at reasonable times of the day on giving 24 hours' written notice, (unless in the case of an emergency) enter the property for the purpose of inspecting its condition and state of repair. The Tenant shall permit the Property to be viewed on reasonable notice (of at least 24 hours) at all reasonable times during the final weeks of the tenancy

(3.14) To keep the gardens (if any) driveways, pathways, lawns, hedges and rockeries as neat tidy and properly tended as they were at the start of the tenancy and not removed any trees or plants

(3.15) To replace all broken glass in doors and windows damaged during the tenancy where the damage has been caused by the Tenant, a member of the Tenant's family or their guests

(3.16) Not to alter or change or install any locks on any doors or windows in or about the property or have any additional keys made for any locks without the prior written consent of the Landlord, such as consent not to be unreasonably withheld, and the cost of providing a set of keys for the Landlord or his agent to be met by the Tenant

(3.17) To notify the Landlord promptly of any disrepair, damage or defect in the property or of any event which causes damage to the property

(3.18) Not to affix any notices, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause damage

(3.19) To take all reasonable precautions to prevent damage by frost

(3.20) In order to comply with the Gas Safety Regulations, it is necessary:

- a) That the ventilators provided for this purpose in the Property should not be blocked
- b) That brown or sooty build up on any gas appliance (if any) should be reported immediately to the Landlord or Agent

(3.21) Not to cause any blockage to the drains, pipes, sinks or baths

(3.22) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent

(3.23) That the Tenant shall be responsible for testing all smoke detectors (if any) fitted in the Property on a regular basis and replace the batteries as necessary

#### **Other tenant responsibilities**

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**8. The Parties agree:**

(8.1) Notice is hereby given that possession might be recovered under ground 1, Schedule 2 of the Housing Acts 1988 if applicable. That is, that the Landlord used to live in the property as his or her main home; or intends to occupy the property as his or her only or main home

(8.2) The Tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Acts 1988

(8.3) Before the Landlord can end this tenancy, he shall serve any notice(s) on the Tenant in accordance with the provisions of the Housing Acts. Such notice(s) shall be sufficiently served at the last known address of the tenant in accordance with section 196 of the Law of Property Act 1925 (see note 5)

9. The property is let together with the special conditions (if any) listed in the First Schedule attached hereto

**THE FIRST SCHEDULE** (*ATTACH A SEPERATE SHEET IF NECESSARY*)

**Special conditions**

It is agreed that in the event of the Landlord or Tenant giving not less than two calendar month's notice in writing to the Landlord or Tenant to expire at any time after the first six months then this tenancy will be determined .

LANDLORD:

[REDACTED]

Address: 267 Eversholt Street, London, NW1 1BA

SIGNED by the LANDLORD(s) :  
(or the Landlord's Agent):

[REDACTED]

Date: 28/06/2022

[REDACTED]

SIGNED by the TENANT(s):

[REDACTED]

Date: 28-June-2022

[REDACTED]