

ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a dwelling house on an Assured Shorthold Tenancy under part 1 of the Housing Act 1988 as amended in Part III, Chapter II of The Housing Act 1996.

NOTE: THIS AGREEMENT MAY NOT BE USED

- Where the landlord/lady is resident on the premises
- Where the landlord/lady has served a notice that the tenancy is NOT to be an assured shorthold tenancy
- Where the tenant was previously a tenant under a fully assured tenancy granted by the landlord/lady and the tenant has not given the landlord/lady notice requesting a shorthold tenancy.

THIS TENANCY AGREEMENT IS BETWEEN

Date:

Name and Address of Landlord/Lady

("The Landlord/Lady")

AND

Name(s) of Tenant(s)

("The Tenant") (in case of joint tenancy, the word "Tenant" applies to each of them and the names of all joint tenants should be inserted)

A of the property known as

Property

together with items in the property as set out in the, inventory signed by both parties.

Term

A term certain

from

(Start date)

to

(End date)

PAYMENT OF RENT FOR THE PROPERTY

The sum of £ for every week/month* of letting.

Payable as a single payment of £ in advance on day of

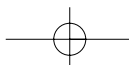
and there after every Weeks/months* in advance from day of

Rent shall/shall not* include Water Charges.

Rent shall/shall not* include Gas Charges.

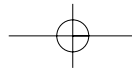
Rent shall/shall not* include Electricity Charges.

(* delete as appropriate)



GENERAL LETTING PROVISIONS

1. The landlord/lady lets and the Tenant takes the Property for the Term at the Rent payable as previously stated.
 2. This Agreement is intended to create an Assured Shorthold Tenancy as defined in section 20 of the Housing Act 1988 (as amended in the Housing Act 1996) and therefore the provisions contained in section 21 of the act (as amended in the Housing Act 1996 apply).
- Council Tax** 3. In the event of a Council Tax bill being served on the Property during the Tenancy, the Tenant shall be responsible for paying such a bill.
- Change in Rent** 4. The Rent may not be changed before the expiry of the Term or the first anniversary of the letting, whichever is the earlier.
- Service of notices to the Tenant and the Landlord/lady** 5 (a) Any notice to the Tenant shall be deemed properly served if served by first class pre-paid post or hand delivered to the property.
(b) Any notice to the Landlord/lady shall be deemed properly served if served by first class pre-paid post or hand delivered to the address or registered office of the Landlord/lady or his/her agent.
- Meaning of Landlord/lady** 6. Where the contract admits of more than one Landlord/lady:
(a) The 'Landlord/lady' in relation to the tenancy shall mean the persons for the time being and entitled in reversion or expectation in the tenancy.
(b) The Tenant shall be deemed to be in possession deriving title under the Tenant.
- Tenant**
- Joint and several liability** 7. Where more than one Tenant is to take the Property together, each Tenant shall be jointly and severally liable under this agreement.
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- Tenant's Obligations**
- Rent and other charges** 3. The Tenant will:
(a) Pay the rent at the times and in the manner specified.
(b) Pay for all gas and electric light and power which shall be consumed or supplied on or to the Property during the Tenancy and the amount of charges made for the use of the telephone (if any) on the Property or such proportion of them as agreed by the parties.
- Damage to the property** (c) Not damage or injure the Property (or items in the Property) or make any alterations or addition to it or decorate any part of the Property without prior written consent of either the Landlord/lady or his or her agent.
- Tenant's Behaviour** (d) Not do or suffer to be done on the Property anything which may be or become a nuisance or annoyance to the landlord/lady or occupiers of any adjoining premises (including unreasonable noise) or which may vitiate any insurance of the Property against fire or otherwise increase the ordinary premium for such insurance.



Illicit use of the property

(e) Not to carry on in the Property any profession, trade or business or let apartments or receive paying guests or use the Property for any other purpose than that of a private residence.

Subletting

(f) Not part with the possession of or sub-let the Property without consent in writing of the Landlord/lady (such consent not to be unreasonably withheld).

Landlord/lady access

(g) To allow the Landlord/lady employees or contractors acting on behalf of the Landlord/lady access at all reasonable hours of the day time to inspect the condition of the Property or adjoining property (the Landlord/lady will normally give at least 24 hours notice but immediate access may be required in an emergency).

Forwarding notices

(h) To inform the Landlord/lady immediately on receiving any statutory notice served by any Local Authority regarding the Property.

Report of Disrepair

(i) Promptly report all items of structural disrepair to the Landlord/lady or his/her agent.

Preparations before giving up possession

(j) To yield up the Property at the end of the Tenancy in the same condition as at the beginning of the Tenancy, being made good and paid for repairs of and replaced any items damaged or during the Tenancy (allowable wear and tear excepted)

(k) To remove items from the Property in the rooms or places in which they were situated at the beginning of the Tenancy.

Forfeiture of tenancy

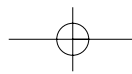
Provided that the Rent or any installment or part thereof shall be in arrears for at least fourteen days after the same shall have become due (whether legally demanded or not) or if there shall be a breach of any of the agreements by the Tenant, the Landlord/lady may re-enter on the Property and immediately thereupon the Tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord/lady.

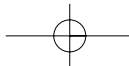
(Note: The Landlord/lady cannot recover possession without an order of the court under the Housing Act 1988.

Note: This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.)

Any extra conditions to be inserted here:

Empty rectangular box for extra conditions.





THE LANDLORD/LADY'S OBLIGATIONS

- Payment of rates** 10. The Landlord/lady agrees with the Tenant as follows -
 - (a) To pay and indemnify the Tenant against all outgoings in respect of the Property (except as otherwise provided by this Agreement)
- Quiet enjoyment** (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 unlawful interruption from the Landlord/lady or any person claiming under or in trust for the Landlord/lady.
- Decorations** 11. The Landlord/lady shall be responsible for all internal and external decorations.
- Duty to repair** 12. The Tenancy Agreement shall take effect subject to the provisions of Section 11 to 16 of the Landlord and Tenant Act 1954 as may be deemed appropriate.

AS WITNESS the hands of the parties hereto day and month at

Signed by the above named
(the Landlord/lady)

in the presence of

Signed by the above named
(the Tenant)

in the presence of

(Note: Photocopying of this agreement is a breach of copyright)

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