

# ASSURED (SHORTHOLD) TENANCY AGREEMENT

**DATE:**

**THE PARTIES:**

**THE LANDLORD:** Dean Clarke.

3 Curlew Close,

Coalville,

Leicestershire.

LE67 4BD.

**Note:** Under s. 48, Landlord and Tenant Act 1987, notices can be served on the landlord at the above address

**THE TENANTS:** Tenant 1, Tenant 2, Tenant 3, Tenant 4.

**PROPERTY:** 1 Beaconsfield Road, Leicester, LE3 0FG.

**TERM:** Together with the furniture and effects therein and more particularly specified in the Inventory thereof signed by the parties.

The tenancy shall commence on the **1<sup>st</sup> July 2022** and shall continue for a term of **12 months** expiring on the **30<sup>th</sup> June 2023**, and that no break in the tenancy is implied or permitted.

**RENT:** The Tenant shall pay for the property and the fixtures, furniture and effects at a rent of, **Tenant 1, Tenant 2, Tenant 3, Tenant 4 Five thousand One hundred & Sixty Seven pounds, Sixty Four pence (£5167.64)** for each of the first three payment followed by **Three thousand Four hundred & Fifty One pounds Thirty Eight pence (£3451.38)** for the remaining fourth payment. Payable in advance and to be paid by standing order on **24/06/22, 24/10/22, 24/01/23, 24/04/23**. The Tenants agree to pay a half rent retainer over the months of July and August for non-occupancy during these months. If occupancy is required during this period, full rent is payable from the date of moving in up until and including 31<sup>st</sup> August when the date of move in up until and including 31<sup>st</sup> August when the retainer period ends. Permission to live in the property during July/August will not be unreasonably withheld by the Landlord. Utility bills included in the rent are for **Gas £1000.00, Electric £1000.00, Water £400.00, Internet/TV Virgin £780.00 and TV license £160.00**. It is agreed that the rent cover reasonable usage of the utilities. Rent will not cover unreasonable wastage of the included utilities.

**DEPOSIT:** (a) The Tenants agree that a bond in the sum of **One thousand pounds (£1000.00)** is payable and is to be held as stakeholder by the Landlord, meaning that no deductions will be made without the written agreement of the Landlord and tenants, for dilapidations, rent arrears and any charges arising out of this Agreement as may be necessary and such balance refunded within the terms of The Tenancy Deposit Scheme chosen by the landlord.

(b) That it is the responsibility of the landlord to inform the Tenants in writing, of which scheme the deposit is registered with. This will be done by the Landlord within 30 days of receiving the deposit.

Initials Tenants.....

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Initials Landlord.....

## MEANS OF COMMUNICATION WITH THE LANDLORD

**By Email:** dean@dmuliving.co.uk

**By Phone:** 07816 979940

- A. The Landlord lets and the Tenants take the property for the Terms and at the Rent Payments as above.
- B. The Agreement incorporates the letting provisions printed on pages 2, 3, 4 and 5 of the agreement.
- C. This Agreement is intended to give rise to an assured shorthold tenancy as defined in Section 20 of the Housing Act 1988 (as amended).

**1. The tenants jointly and severally agree:-**

- a) To pay the rent at the times and in the manner specified.
- b) To pay for all gas and electricity and water consumed on or supplied to the Property during the term in respect of the Property and to pay and indemnify the Landlord against either the whole of any Council Tax, Community Charge or similar tax or levy payable by the Landlord during the Terms in respect of the Property or a fair proportion (to be determined by the Landlord) of any Council Tax, Community Charges or similar tax or levy payable by the Landlord during the Term in respect of any building of which the property forms part and will pay such sum or contributions (as the case may be) at the time prescribed by or under statute and otherwise on the date upon which the rent is payable. To maintain any telephone appliance within the property and to pay the rental and charges thereon.
- c) Not to change gas, electric, water, telecommunication or any other services supplied to the Property without written permission from the Landlord. Permission to do this will not be unreasonably withheld.
- d) The Tenants will not take in lodgers, share occupancy with anybody not on the tenancy agreement.
- e) Not to carry on any trade, profession or business in the Property, exhibit any notice or notice boards on any portion of the Property or use the Property or any other part thereof for any purpose other than that of a private dwelling.
- f) To keep in good and tenantable repair the interior of the Property (reasonable wear and tear and damage by accidental fire excepted) and all fixtures and fittings.
- g) The Tenants will take reasonable precautions to prevent escape of water and any leaks, and maintain a reasonable temperature in inclement weather where necessary. **If dampness and mould is caused by condensation through the drying of clothes on radiators or improper use of heating and windows, the Landlord would not normally be responsible to re-decorate as a result of dampness. In these circumstances the tenants would be required to use the windows and heating system correctly and be responsible for the costs incurred for re-decoration.**
- h) Not to remove from the Property any of the said furniture and effects or any substituted furniture and the effects without the previous consent in writing of the Landlord and to keep the said furniture and effects in their present state of repair and condition in accordance with the said Inventory (reasonable wear and tear and damage by accidental fire excepted) and to replace any article broken or missing with similar article of at least equal value, or if the Landlord so requires, to pay the Landlord the value of any part of the said furniture and effects which may be destroyed or so damaged as to be incapable of being restored to its former condition (except any parts thereof which may be destroyed or damaged by accidental fire) and shall permit the landlord or his Agent or employees at all reasonable times (24 hour's notice being given), to enter the said Property for the purpose of viewing the state and condition thereof and of the said furniture and effects and to carry out works of maintenance or repair to the Property or elsewhere which the landlord may consider to be necessary.
- i) To keep the garden in good order, the lawn regularly mown and generally to keep the garden in a neat and good state of cultivation but not injure any existing plants or trees.
- j) Not to keep upon the Property any poultry, domestic or other animals or pets.
- k) Not to damage the walls or other parts of the Property nor to make any alterations to the internal arrangement or in the external appearance not to insert nails or attach or affix sellotape, blu-tak or any like commodity to any of the walls or attach any fixtures or fittings to any part of the property without the prior written permission of the Landlord. Permission will not be unreasonably withheld.

Initials Tenants.....

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- l) To yield up the Property at the end of the tenancy in the same clean state and condition as it was in at the beginning of the tenancy and make good, pay for the repairs of or replace all such items of the fixtures and furniture as shall be broken lost damaged or destroyed during the tenancy (reasonable wear and tear and damage by fire excepted
- m) Where Smoke Detectors are installed these must not be covered up or batteries removed, (Tenants are responsible for the replacement of batteries). Where Door Closures are fitted these must not be wedged open.
- n) Not to cause or become a nuisance to the Landlord or the Tenants or occupiers of any adjoining premises or which may invalidate any insurance of the property against fire or otherwise or increase the ordinary premium of the insurance.
- o) The Tenants will allow the Landlord or Landlords agent at all reasonable times (in the daytime) to enter the property for the purpose of repair and viewings. Prior notice of 24 hours will be given unless there are exceptional circumstances.
- p) That the persons comprising the Tenants intend to occupy the Property as a single household.
- q) The Tenants are responsible to give notice in writing to the Landlord of any remedial work required to the Property within seven days of moving in, or as is reasonably practical and to avoid any misunderstandings we would recommend this is done in writing.
- r) The Landlord is not providing any insurance cover for the Tenants personal possessions. The Tenants should therefore consider their need for insurance to cover their own personal possessions.
- s) Not to duplicate keys to the Property without the written authority of the Landlord.
- t) Once the Property is vacated, the Tenants must ensure that the Property is left as found at the commencement of tenancy, fair wear and tear excepted.
- u) The Tenants agree that any interest accruing on the security deposit may be retained by the Landlord.
- v) An administration fee of £50.00 will be levied on persons leaving the contract after a replacement has been confirmed. The Tenant is still responsible for the rent until a replacement has been found.
- w) The Tenants agree not to smoke in the property nor allow guest to do so, nor to burn candles or any naked flame in the property.

**2. Provided that:**

- (a) If the rent or any instalment 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 this agreement by the Tenant or if the Property shall (save by arrangement with the Landlord) be left vacant or unoccupied for over a month the Landlord may apply for possession of the Property. The Landlord cannot take possession without a court order.
- (b) If the tenants do not pay the rent due to the Landlord within seven days of the due date, or if the Landlord's bank has to represent a cheque the Tenants will pay the Landlord a fee of £25.00 on each occasion. Tenants are responsible for ensuring that standing order mandates are set up correctly with their bank/building society.

**3. The Landlord agrees :-**

- a) That the Tenants paying the rent hereby reserved and performing all the covenants contained may quietly possess and enjoy the Property during the tenancy without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord.
- b) To pay and indemnify the Tenants against all taxes, assessments and outgoings in respect of the Property (except as mentioned in **1. b**).
- c) To keep in repair the structure and exterior of the Property including drains, gutters and pipes for the discharge of foul and surface water save and except the cleansing of drains and pipes which have blocked owing to the negligent act or neglect of the Tenant.

d) To keep in repair and proper working order (subject to the availability of labour and materials) the installation in the Property for the supply of water, gas and/or oil and electricity and for sanitation (including basins, sinks, baths, and sanitary conveniences).

e) **If the property is damp as a result of leaking pipes, a damaged roof or wall or an existing damp proof course which is no longer effective, then the Landlord will be responsible to carry out the necessary repairs.**

**4. Provided nevertheless that the Landlord shall not be required:-**

a) To carry out works or repairs for which the Tenants are liable by virtue of his agreement to use the Property in a tenant like manner.

b) To rebuild or reinstate the Property in case of destruction or of damage to by fire or by tempest, flood or other inevitable accident.

c) To keep in repair or maintain anything which the tenants are entitled to remove from the Property.

**5.** If at any time the said Property or any part thereof shall be damaged or destroyed and therefore become uninhabitable in whole or in part, the rent hereby reserved or a fair proportion thereof according to the nature extent of the damage sustained, shall be suspended until the said Property shall again be rendered fit for occupation and use, providing that the insurance company shall not have refused to pay all or part of the insurance monies due to any act or default on the part of the Tenant.

**6.** If the Tenants within 7 days of the commencement of the Tenancy gives notice to the Landlord in writing of any discrepancy, inaccuracy, misdescription or omission in the Inventory of the Contents and such discrepancy, inaccuracy or omission is on investigation found to exist then the written notice thereof given by the Tenant shall be effective as an amendment to the Inventory of the Contents and shall be read conjunction therewith.

**7.** As Landlord I give you notice that possession of the above property may be recovered under both Ground 1 & Ground 2 of the Housing Act 1988 (as amended)

**Tenant 1.**

**Signed by**.....

**In the Presence of**.....

**Tenant 2.**

**Signed by**.....

**In the Presence of**.....

**Tenant 3.**

**Signed by**.....

**In the Presence of**.....

**Tenant 4.**

**Signed by**.....

**In the Presence of**.....

**Dean Clarke**

**Signed by**..... **Landlord**

**In the Presence of**..... **Date**.....