

ASSURED SHORTHOLD TENANCY AGREEMENT

for a single room in a shared property

THIS AGREEMENT MUST NOT BE USED:

- Where the landlord is resident on the premises
- Where the landlord 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 and the tenant has not given the landlord notice requesting a shorthold tenancy

Date of this Agreement (after all the parties have signed):

THIS TENANCY AGREEMENT IS BETWEEN

Name and Address of Landlord

(*"The Landlord"*)

AND

Name of Tenant

(*"The Tenant"*)

Property (*insert room number or description as well as property address*)

Together with items in the Property as set out in the inventory signed by both parties.

Term

A term certain of

from

(Start date)

to

(End date)

(*if no start or end time is given, the date includes the whole day from midnight to midnight*)

PAYMENT OF RENT FOR THE PROPERTY

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

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

and thereafter 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.

Rent shall/shall not* include Broadband/Internet charges

(*delete as appropriate)

DEPOSIT

A deposit of £ _____ (if none insert 'NIL') is due, which will be held under the terms of

_____ (insert scheme name OR 'n/a if no deposit) which is a government-authorised tenancy deposit protection scheme. The Landlord will provide the Tenant with scheme details within 30 days after receiving the deposit. The Landlord can use the deposit to pay any sums which the Tenant is liable to pay under this Agreement, including reasonable compensation for breaches of the Tenant's obligations.

GENERAL LETTING PROVISIONS

1. The Landlord agrees to let and the Tenant agrees to take a tenancy of the Property for the Term at the Rent and on the terms and conditions set out in this Agreement.
2. The tenancy will be an Assured Shorthold Tenancy (as defined in section 20 of the Housing Act 1988). The Landlord cannot without a court order lawfully gain possession of the Property whilst the Tenant is living at the Property. The Landlord will be entitled to apply to court for possession when the Term ends, without having to prove that the Tenant is at fault. During the Term, the Landlord may only apply for a court order for possession as allowed by clause 10 of this Agreement.
3. The Landlord must not increase the Rent before the Term expires. The Landlord can increase the Rent if the Term has expired, and the Tenant has been in occupation for at least 12 months, and it is at least 12 months since the last Rent increase.
4. (a) Any notice to the Tenant shall be deemed properly served if sent by first-class pre-paid post or delivered by hand to the Property or the building where the Property is situated.
(b) Any notice to the Landlord shall be deemed properly served if sent by first-class pre-paid post or delivered by hand to the last-known address or registered office of the Landlord or his/her agent.
5. Where the context admits -
(a) The "Landlord" includes the person(s) named as such in this Agreement and anyone who subsequently acquires their interest in the Property.
(b) "The Tenant" includes the person named as such in this Agreement and anyone who subsequently acquires their interest in the Property.
6. The Tenant has sole responsibility for damage which the Tenant or the Tenant's visitors cause to the Property and the Landlord's contents in the Property. The Tenant is jointly liable with other occupiers for shared areas of the building where the Property is situated and the Landlord's contents in those areas. The Tenant cannot be asked to pay rent on behalf of any other occupier, but the Tenant will be liable for a fair proportion of charges for damage, cleaning or other breaches of the occupiers' obligations relating to the shared areas of the building.

Change of Rent

Service of notices to the Tenant and the Landlord

Meaning of Landlord

Tenant

Joint and several liability

Personal data

7. (a) Each of the parties is entitled to use the other's personal data to the extent necessary for complying with and enforcing the terms of this agreement, or in order to enter into this agreement, and agrees not to use it for any other purpose. Such use may include storing on paper or electronic media and, to the extent necessary, sending to professional advisers, a party's bank, the local authority, the police, UK Border Agency, utility providers and other agencies with a legitimate interest in processing the data.
- (b) Each of the parties agrees that they will take reasonable steps to keep any personal data about the other secure, accurate and for no longer than necessary (and in any event for not longer than 6 years after expiry of the Term). Each party will provide the other with details of the personal data they hold on the other, and how it is used, within one month of being requested to do so, and correct it immediately, or erase it when no longer required, if requested.
- (c) Complaints about the way personal data is processed may be made to the Information Commissioner's Office.

TENANT'S OBLIGATIONS

Payment of rent and other charges

8. **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 and internet (if any) on the Property or such proportion of them as is agreed by the parties, and a fair share of the gas and electricity supplied to the shared areas of the building where the Property is situated (unless these are stated to be included in the Rent).

Council Tax

- (c) Reimburse the Landlord for any Council Tax the Landlord has to pay as a result of the Tenant ceasing to be a student. If the Tenant is the only non-student living in the building of which the Property forms part, the Tenant could be liable to repay the tax for the whole building. If there is more than one non-student in the building, each will reimburse the Landlord for a fair proportion of the Council Tax, based on the number of people living in the building who are not students.

Damage to the Property and shared areas

- (d) Not damage the Property (or items provided by the Landlord) and not damage the shared areas of the building where the Property is situated or make any alterations or additions or decorate any part of the Property or the building without prior written consent of either the Landlord or his or her agent. Jointly with the other occupiers of the building where the Property is situated, to keep the shared areas of that building reasonably clean and tidy, and not to damage them or the Landlord's contents in them.

**Nuisance and
Anti-Social Behaviour**

(e) Not do, or tolerate anything which may be or become a nuisance or annoyance to the Landlord or to the occupiers of any neighbouring properties or others living in the building where the Property is situated (this would include obstructing corridors or pavements, allowing the building to look untidy, making unreasonable noise and other inconsiderate behaviours).

(f) Not to cause, or allow household members, or visitors to engage in anti-social behaviour, which means any conduct causing or capable of causing a nuisance or annoyance to the landlord, other occupiers, neighbours or people engaging in lawful activity within the locality. (Examples of anti-social behaviour include failure to control dogs or children, leaving gardens untidy, not properly disposing of rubbish, inconsiderate use of the property, as well as more serious problems such as noise, violent and criminal behaviour, domestic abuse, the supply and use of controlled drugs, and intimidation, harassment or victimisation on the grounds of a persons' race, sex (gender), sexual orientation, disability, age, religion or belief, pregnancy or maternity status, socio-economic status)

(g) Not to do anything at the Property or in the building where the Property is situated which would be likely to invalidate the Landlord's insurance or make the insurance premiums go up (and the Landlord agrees to provide the Tenant with a copy of the insurance policy within 7 days of request).

**Illicit use of the
Property**

(h) Not to carry out at the Property or the building where it is situated any profession, trade or business or let rooms or receive paying guests or use the Property or the building where it is situated for any other purpose than that of a private residence (this does not prevent students from private study at the Property).

Subletting

(i) Not share the Property with anyone who is not named in this Agreement, or part with the possession of or sub-let the Property or any part of it without the Landlord's written consent (such consent not to be unreasonably withheld). Nothing in this clause prevents the Tenant from sharing the areas of the building where the Property is situated which have been designated by the Landlord for shared use.

**Allow Reasonable
Access**

(j) If the Landlord has given at least 24 hours' advance notice, to allow the Landlord or people acting on the Landlord's behalf access at all reasonable hours of the day to inspect the condition of the Property or the dwelling of which it forms part.

(k) To allow the Landlord or people acting on the Landlord's behalf access at any time, without advance notice, in an emergency.

**Forwarding
notices**

(l) To inform the Landlord immediately on receipt of any official notice served at the Property or the building where the Property is situated or any other notice or post addressed to the Landlord.

Report of Disrepair

(m) Promptly report those items of disrepair which are the Landlord's responsibility (see clause 11) to the Landlord or his/her agent.

At the end of the Tenancy

(n) To vacate the Property at the end of the Term and leave it, and the shared areas used by the Tenant, in the same condition and state of cleanliness as they were in at the beginning of the Tenancy (allowing for fair wear and tear).

(o) To pay the Landlord the reasonable costs of repair, replacement or cleaning if the Tenant does not leave the Property and the shared areas used by the Tenant in the condition required by this Agreement (but the Tenant does not have to pay for or repair any damage caused by insured risks or by reasonable wear and tear).

(l) To leave the furniture and other items provided by the Landlord in the rooms or places in which they were situated at the beginning of the Tenancy.

Any extra conditions to be inserted here:

THE LANDLORD'S OBLIGATIONS

Payment of rates

9. The Landlord agrees with the Tenant as follows -
(a) To pay all outgoings in respect of the Property (except for those which are the Tenant's responsibility in this Agreement) and to reimburse the Tenant for any such outgoings which the Tenant pays on the Landlord's behalf.

Quiet enjoyment

(b) That as long as the Tenant complies with his/her obligations in this Agreement, the Tenant may have possession of the Property without undue interference or interruption from the Landlord or anyone explicitly or impliedly authorised by the Landlord. The Tenant does not have exclusive possession of the areas in the building where the Property is situated that have been designated

by the Landlord as being for shared use. The Landlord will (except in an emergency) give the Tenant at least 24 hours' notice and obtain permission before entering the Property or any shared areas of the dwelling of which the Property forms part.

Decorations

10. The Landlord shall be responsible for all internal and external decorations (but can re-charge the reasonable cost of repairing damage to decorations caused by the Tenant if the damage goes beyond fair wear and tear and was not caused by an insured risk), as well as a reasonable proportion of damage to the shared areas if the culprit cannot be identified.

Duty of repair

11. Sections 11 to 16 of the Landlord and Tenant Act 1985 apply, which mean that the Landlord is responsible for the following:

(a) to keep in repair the structure and exterior of the Property (including drains, gutters and external pipes),

(b) to keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for ordinary use of the supply of water, gas or electricity), and

(c) to keep in repair and proper working order the installations in the Property for space heating and heating water.

(d) to keep the shared areas of the building where the Property is situated both safe and in a good state of repair

Statutory duties

12. The Landlord is responsible for making sure that the Property and any items supplied for the Tenant's use are safe and comply with all statutory requirements, specifically (but without restricting that overall obligation)

(a) Obtaining any necessary HMO licences and planning consents

(b) If the Property is within an area of selective licensing, obtaining an appropriate licence;

(c) Complying with the conditions in any licence and/or planning consent;

(d) Checking gas appliances at least once a year;

(e) Making sure the electrical installations are safe;

(f) Providing smoke and (if applicable) carbon monoxide alarms;

(g) Paying the council tax for the building (if any)

EXTENDING THE TENANCY OR ENDING IT EARLY

Early termination

13. The Landlord can apply for a court order to end the tenancy before the expiry of the Term on any of the following grounds, set out in schedule 2 of the Housing Act 1986:

Ground 7A – Serious criminal offences

Ground 7B – Immigration status

Ground 8 – Serious arrears of rent

Ground 10 – Some arrears of rent

Ground 11 – Persistent delay in paying rent

Ground 12 – Tenant has not complied with agreement

Ground 13 – Tenant neglecting the property

Ground 14 – Nuisance or anti-social behaviour
Ground 14ZA – Criminal offences
Ground 15 – Mis-use of contents

14. The Tenant does not have the right to end the tenancy before the expiry of the Term unless the local authority has assessed the Property as being unfit for habitation. The Tenant may, with the Landlord's written consent (which will not be unreasonably withheld) be released from the tenancy before the Term expires if the Tenant finds a reasonably suitable alternative to take their place for the remainder of the Term.

Extension of tenancy

15. If the Landlord does not want the Tenant to stay at the Property when the Term expires, the Landlord should give the Tenant at least 2 months' advance written notice under section 21 of the Housing Act 1988 (there is a prescribed form for this).

16. If the Tenant stays in possession of the Property at the end of the Term, a statutory periodic tenancy will arise. It will be on the same terms as this Agreement, except that it can be ended by written notice to quit. The period of the tenancy will be the period for which rent was last paid under the fixed term tenancy. That will determine the amount of notice that needs to be given. For a tenant the minimum notice is 4 weeks and for a landlord the minimum notice is 2 months.

The Landlord and the Tenant(s) have signed this Agreement with the intention that it shall be legally binding once it has been signed by all the parties. (The date should be inserted at the top of the first page once all parties have signed.) Each signatory should be given a copy of the signed agreement free of charge.

Signed by or on behalf of the Landlord(s):

Signature: Print name: _____

Signature: Print name: _____

Signed by the Tenant(s):

Signature: Print name: _____

(Note: Photocopying of this agreement without LSH permission is a breach of copyright)

This agreement is produced by LIVERPOOL STUDENT HOMES, 5 Oxford Street. Liverpool, L7 7HL

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USE OF THIS AGREEMENT DOES NOT IMPLY THE PROPERTY IS REGISTERED WITH LIVERPOOL STUDENT HOMES OR THAT THE AGREEMENT IS APPROPRIATE FOR EVERY LETTING TRANSACTION

Landlords and Tenants must decide for themselves whether this agreement is right for them.