

ASSURED SHORTHOLD TENANCY AGREEMENT: ENGLAND & WALES

Under Part 1 of the Housing Act 1988 as amended under Part 3 of the Housing Act 1996

This document is intended to create an Assured Shorthold Tenancy Agreement in accordance with Section 19a Housing Act 1988 as amended. It gives the Tenant (as defined) a right to occupy the Property (as defined) until the agreement is brought to an end in accordance with the provisions contained in that Act. The Tenant understands that the Landlord (as defined) can recover possession at the end of the Term (as defined) and may also end the tenancy early if the Tenant fails to carry out their responsibilities.

Do not sign this agreement without reading it. By signing this document you are agreeing to all the conditions in it. If you do not understand it you should seek advice from a Solicitor, Citizens' Advice Bureau or Housing Advice Centre.

This Agreement is made on AGREEMENT DATE.

Between Robyn P. Aston and Christine A. Aston The LANDLORDS

Of St Johns Road, Mortimer Common, Berkshire. RG7 3TR.

(being an address in England or Wales in accordance with the provisions of 548 Landlord & Tenant Act 1987 for the service of notices on the Landlord)

And

Tenants Name(s) (up to 4 individuals). The TENANT(s)

Of TENANTS CURRENT ADDRESS.

THE PROPERTY

Relating to House, Mortimer Common, RG7, in the County of Berkshire.

(including, if applicable, the Landlord's possessions listed in the "Inventory")

THE TERM

For the duration of 6 Calendar Months commencing on:

DATE OF COMMENCEMENT HERE.

Ending on (but continuing by virtue of statute until notice is given):

DATE 6 MONTHS AFTER ABOVE HERE.

THE PAYMENTS:

The rent is initially 1200.00 pounds per calendar month payable in advance on the 14th of each month. The tenant agrees to pay by Standing Order.

Landlord's Initials

Tenant's Initials.

RENT REVIEW

At the end of the fixed term, where the tenant decides to remain at the property and the tenancy continues on the basis of a monthly periodic tenancy, the landlord will be entitled to increase the rent on the anniversary of the DATE OF COMMENCEMENT and on the same day and month in every subsequent year (the 'Rent Review Date'), in the same proportion as any increase in the Retail Price Index (RPI) (or such other index as shall replace the RPI), over the preceding year.

Alternatively, the rent shall be increased by an amount that has been agreed between the landlord and the tenant. The landlord shall put the proposed new rent in writing to the tenant in the month before the Rent Review Date. If the landlord does not contact the tenant regarding a rent increase then the rent will remain the same for the next twelve months.

RENT ADVANCE

A Rent Advance equal to two Months rent is required on commencement.

(This advance is not to be construed as a deposit whatsoever and is not held as a performance obligation. The value of the Advance is the amount which the Tenant will not be required to pay for the equivalent period at the beginning of the tenancy. the Tenant is not required to start making payments until the beginning of month 3 of the tenancy. The Landlord will refund any payments made by the Tenant which relates to a rental period which starts after the tenancy ends. The Landlord is allowed to take from this refund any rent of other money which is owed).

ADDITIONAL INFORMATION

The property can be supplied Unfurnished or Furnished. (*by agreement RA*).

The tenancy is for exclusive use of the whole property as defined.

The property has a valid Gas Safety Certificate (CP12) (gas fired central heating).

1 RENT AND OTHER CHARGES

1.1 Once this Agreement has commenced and until it is legally ended the Tenant must:

1.1.1 Pay the Rent in full and on the dates agreed.

If the rent is late the Landlord can charge interest at 5% a year once the rent is 14 days late. Interest will be charged until the date full payment is received. If rent is received from a third party that will be accepted from them as the Tenant's agent. The Landlord will not intend to create a tenancy with any person who pays rent on the Tenant's behalf. However, the Tenant need not pay rent for any period during which the Property are uninhabitable. The amount of rent which does not have to be paid is to be calculated pro-rata (for every day the Property are uninhabitable the Tenant does not need to pay a day's rent). This exemption does not apply if the Property are uninhabitable because the Tenant or their guests or family did something (or failed to do something) which invalidated the Landlord's insurance policy in respect of the Property and the Landlord has given you notice of the requirements of that policy.

1.1.2 Pay all charges in respect of any gas, electric, water, sewage, telephonic or televisual services used at or supplied to the Property and Council Tax or any other similar Property tax that might be charged in addition to or replacement of it during the Term.

The Tenant must arrange to be billed for these taxes and services and must pay the amounts in full and on time. The Tenant agrees to remain liable for these items after the expiry of this Agreement until the tenancy has legally ended.

2 DEPOSIT No deposit is asked for or been taken.

Landlord's Initials

Tenant's Initials.

3 CONTROL OF THE PROPERTY

3.1 The Tenant must not do anything which causes nuisance/annoyance, invalidates the Landlord's insurance or is in any way illegal, immoral or damaging to the Property. The Tenant cannot: use or threaten to use violence against a person lawfully living in the Property; do anything which creates a risk of significant harm to a person lawfully living in the Property; engage or threaten to engage in conduct that is capable of causing nuisance or annoyance to a person living in the locality of the Property or engaged in lawful activity in the Property or in the locality of the Property (this includes loud music or other noise which can be heard outside the Property between 11.00pm and 7.30am or which will cause annoyance or annoy anyone at any other time); use or threaten to use the Property or any common parts that you are entitled to use under this Agreement for criminal purposes; put anything into the drains that may cause harm; have any form of heating other than that we have provided (paraffin heaters, portable gas heaters, LPG and electric fires other than those we have provided are not allowed but electric oil-filled radiators are); store any petrol or paraffin inside the Property; leave the washing machine working when there is no-one in the Property; block any flues or ventilators to the Property; put rubbish anywhere other than in the areas provided; allow the gas, water or electricity to become disconnected (the Tenant must pay for reconnecting these if it was their fault they were disconnected); keep any pet without the Landlords permission, in writing; place posters in the Property that are visible from outside the Property or that will cause damage to the Property.

3.2 The Tenant must not breach any restrictive covenants to which the Property is subject. The Landlord will have either a Freehold interest or a long lease on the Property and will be required to perform certain legally enforceable obligations and in turn so will the Tenant. The Tenant is required not to: Hold any auction on the Property; reduce the amount of light that comes into the Property; fix or allow to be fixed, any sign, notice advertisement or poster anywhere on the Property. Other obligations, if any, that the Landlord is required to perform (and in turn so is the Tenant) will be notified to the Tenant as an addendum at the end of this Agreement.

3.3 The Tenant must use the Property as a private residence and cannot run a business at the Property or allow anyone else to do so and must not assign, sublet, charge or part with or share possession of the Property (unless the Landlord consents in writing).

3.4 The Tenant must not allow overcrowding or allow the number of occupiers to be such that, if the Property is not a licensed House in Multiple Occupation, such numbers would cause the Property to require such a licence. If, as a consequence of breaching this term, the Landlord is fined the Tenant agrees to pay the Landlord the amount of those fines and any reasonable legal costs they have incurred as a consequence.

3.5 The Tenant acknowledges responsibility for the security of the Property. The Tenant must: use all locks that are fitted to the Property and set the burglar alarm (if there is one) when going out; tell the Landlord if they change the burglar alarm code (in case the Landlord needs to enter in an emergency); not give a key to anyone other than a person named as a Tenant under this Agreement, a member of your family living at the Property, or a permitted lodger (if at the end of the tenancy there is reasonable cause to believe that the Landlord has not had returned to him all keys to the Property, the Tenant agrees to pay the Landlord's reasonable costs for fitting replacement locks as there is a duty to make sure that future tenants are protected); not alter locks on doors or windows to the Property without giving the Landlord spare keys (these locks will become the Landlord's property at the end of this Agreement).

Landlord's Initials

Tenant's Initials.

3.6 The Tenant must give the Landlord any letters, notices, orders or similar documents regarding the Property or any nearby land that are addressed to the Landlord and delivered to the Property. The Tenant may send them to the address mentioned for the Landlord on Page 1 of this Agreement.

3.7 The Landlord's insurance policy may become invalidated if the Property is left unattended for more than 7 days. If the Tenant is going to leave the Property for longer, then they agree to make the Landlord aware of this in advance in writing.

4 CARE OF THE PROPERTY

4.1 The Tenant must keep the Property and items listed in the Inventory in good condition. The Tenant should: take those precautions as are reasonable in all the circumstances to prevent freezing pipes; keep surface drain covers free from leaves and other waste; promptly repair or replace any fixtures and fittings that have been damaged or destroyed as a result of a lack of care by the Tenant or by a permitted occupier of the Property or by anyone they have invited into the Property and not damage walls to hang pictures; if there is a garden it must kept tidy and well maintained. The Tenant must not lop, top or cut down any trees or plants or otherwise alter the general character of the garden but is required to mow the lawn, trim the hedges and weed the garden regularly.

4.2 The Tenant cannot in any way alter the Property or items in it without the landlords consent.

The Tenant cannot: remove any fixtures or fittings from the Property without the consent of the Landlord; bring a waterbed into the Property; redecorate without the consent of the Landlord (such consent will not be unreasonably withheld as long as the proposed scheme is likely to be acceptable to future tenants and is undertaken by a competent person to a professional standard and samples of proposed wallpapers and paint must be submitted to the Landlord for consideration and subsequent approval will only be given in writing); make an improvement or alteration to the Property without the written consent of the Landlord (the Landlord has an absolute right to refuse consent for any alterations or improvements but, if accepted, any fixtures become the property of the Landlord - this includes the erection of a satellite dish or television aerial and the carrying out of external redecoration); spend money on repairs without the Landlord's written permission (the Tenant does not have authority to commission workmen on the Landlord's behalf and the Tenant will have to pay for them unless they were acting reasonably to effect emergency repairs for which the Landlord is liable).

4.3 The Tenant is liable to pay for: damage to doors and windows if the police break into the Property as a result of any criminal activity by the Tenant or any person they have invited into the Property or who is permitted to live there; the treatment of fleas, ants, mice, wasp's nests and other pests unless it can be proved that these are a result of the Landlord being in breach of his repairing obligations or pre-date the start of this Agreement.

4.4 The Landlord is entitled to recover any reasonable costs incurred from the Tenant if it was the Tenant's fault that the loss occurred. The Tenant is liable for call-out charges incurred: for visiting the Property resulting from changes to the alarm code not notified to the Landlord or the Tenant's friends or relatives not knowing the code or because the Tenant has locked themselves out of the Property; if the Tenant wrongfully requests a workman to attend the Property or to cover workmen's call-out charges in the event that the Tenant fails to keep an appointment. These charges may be avoided if the Tenant cancels the appointment at least 2 hours before the appointment, or informs the Landlord that workmen may attend without the Tenant being present. The Tenant is also responsible for reconnecting or resuming utility or other services where they have been cut off, either by default of payment or specific instruction, whether during or at the end of the tenancy or; damage caused to alarms or lights at the Property due to a lack of electricity supply, if the lack of electricity supply was caused by the Tenant.

4.5 The Tenant agrees to: replace all tap-washers, fuses, light bulbs, fluorescent tubes and smoke-alarm batteries whenever necessary; regularly test fire alarms, smoke alarms and carbon monoxide detectors if there are any; allow workmen to use any gas, water or electricity at the Property in order to carry out their work; disconnect the gas, water or electricity if these seem not to be working correctly. The gas and electricity usually can be disconnected at the meter.

5 ACCESS TO THE PROPERTY

5.1 The Tenant must allow the Landlord access to the Property at any reasonable time. The Landlord may enter the Property at any reasonable time for the purpose of carrying out Gas Safety Inspections, carrying out any other inspection required by law, dealing with pests, inspecting the condition and state of repair or to carry out works or repairs needed to comply with his repairing obligations, or during the last month of the Term, to show the Property to prospective new tenants. For this purpose, the Landlord is entitled to have and retain keys for all the doors to the Property. The Landlord must give the Tenant at least 24 hours notice in writing before exercising that power (and may only enter if the Tenant consents save for 5.2 below). In exercising this power the Landlord may authorize someone to do it on his behalf.

5.2 In an emergency the Landlord is not required to give the Tenant prior notice of entry. If there is an emergency and the Landlord needs to enter the Property immediately, he is entitled to enter, or if necessary force entry to the Property without giving the Tenant any notice. The Landlord is entitled to ask for payment from the Tenant for any damage done in the process of forcing entry to the Property if it was the Tenant's fault that it was necessary to force entry.

5.3 The Tenant must make the Landlord aware of any defect or disrepair which is the Landlord's responsibility to repair as soon as the Tenant becomes aware of it. Failure to do so may result in liability to pay for the further damage caused as a result of any delay. The Tenant should follow up any verbal notification with a letter outlining the disrepair.

Landlord's Initials

Tenant's Initials.

6 OTHER CHARGES

6.1 If the Tenant is in breach, he acknowledges that he may be liable to pay reasonable costs incurred by the Landlord. The costs the Tenant may have to pay are: If the Landlord has to send a letter because the Tenant has broken the Agreement (including owing rent) the Tenant must pay reasonable costs not exceeding £20 including VAT; for a returned cheque, standing order or direct debit from the bank reasonable costs not exceeding £20 including VAT; for a Section 8 Housing Act 1988 notice because of a breach of this Agreement reasonable costs not exceeding £35 including VAT. If the Tenant does not respond to the notice, and as a result the Landlord has to visit the Tenant at the Property, reasonable costs not exceeding £60 including VAT; if the Landlord has genuine reasons for believing that the Tenant has abandoned the Property and has to visit the Property and make enquiries of neighbours and authorities reasonable costs not exceeding £60.

7 OBLIGATION TO REPAIR

7.1 The Landlord must ensure that there is no Category 1 hazard in the Property (except where such hazard is wholly or mainly attributable to lack of care by the Tenant or a permitted occupier of the Property). A Category 1 hazard is one which has a score of 1000 points or more on the Housing Health & Safety Rating System. If the Property forms only part of a building the Landlord must ensure there is no Category 1 hazard on the structure or exterior of the building or of the common parts.

7.2 The Landlord must keep in repair the structure and exterior of the Property (including drains, gutters and external pipes) and keep in repair and proper working order the service installations and heating and hot water systems in the Property.

7.3 The Landlord's obligations under this heading do not arise until he becomes aware that works or repairs are necessary. The Landlord complies with his obligations if he carries out the necessary works or repairs within a reasonable time after the day on which he becomes aware they are necessary.

7.4 The Landlord undertakes to have a Landlord Gas Safety Certificate in place at the start of this Agreement and to have it renewed annually by a Gas Safe registered gas fitter.

7.5 The Landlord undertakes to ensure that there is a valid Energy Performance Certificate at the start of the Tenancy and have it renewed every 10 years thereafter.

8 INSURANCE

8.1 The Landlord agrees to insure the Property with a reputable insurance company, and keep it insured during the period of this Agreement and any time the Tenant remains in occupation of the Property. The risks that will be covered are those normally found in a comprehensive insurance policy.

8.2 The Landlord does not undertake to insure the property of the Tenant. The Landlord only accepts liability for the Tenant's belongings where damage or loss is caused by a fault on his part. The Tenant is advised to make enquiries about insuring their belongings.

8.3 Where a claim is made under the Landlord's Insurance policy and the Landlord has to pay the first part (known as the "Excess") the Tenant agrees to repay the amount of excess demanded by the Landlord's Insurers if the claim was as a result of the failure of the Tenant or someone the Tenant had invited into the Property to act reasonably.

9 TERMINATING THIS AGREEMENT.

9.1 The Landlord may end this Agreement by giving the Tenant at least two calendar months written notice in accordance with Section 21 of the Housing Act 1988, requiring possession of the Property on a date specified in the notice.

Service of such notice will be in accordance with the provisions of S196 of the Law of Property Act 1925 and will either be given to you at the Commencement, or will be hand delivered to the Property by the Landlord or his agent. If the Landlord is aware that you have moved to another address, he will also send a copy of the notice to that address by first class post. This notice can be served at any time but possession cannot be recovered by the Landlord until the end of the fixed term or before 6 months has lapsed from the Commencement, whichever is the later.

9.1 Continued:

If the Tenant gives up possession of the Property before the date specified in the notice, the Agreement ends on the date specified in the notice unless you are leaving earlier in accordance with the terms of your termination notice. Upon expiry of the Landlords notice, he may make a claim to the court for recovery of possession of the Property.

9.1.2 The Landlord may end this Agreement if the Tenant forfeits and breaches any term of this Agreement. This includes the Tenant: not paying rent for more than 14 days after it is legally due (whether formally demanded or not); or his representative supplying references which were false or misleading; breaching any term of this Agreement; leaving the Property empty for more than 28 days (without permission) or it seems that he has abandoned the Property; the Tenant becomes bankrupt, their belongings are seized by bailiffs, or they enter a voluntary arrangement with the people they owe money to. If any of these things happen the Landlord has the right to enter the Property after the bailiffs evict the Tenant following a court order for possession. The Landlord may start this process by sending you a notice in accordance with the procedure set out in Section 8 of the Housing Act 1988.

9.1.3 If applicable, the Landlord may also end this agreement under Grounds 1 or 2 under Section 8. If applicable the Landlord gives the Tenant notice that at some time before the start of this tenancy, the Landlord lived in the Property as his only or main home, and may need possession under Ground 1 of the Housing Act 1988; and there is a mortgage on the Property which, if not paid, may result in repossession under Ground 2 of the Housing Act 1988. If the Landlord wants to use either Ground, he will start the procedure by serving you with a Section 8 Housing Act 1988 notice. That notice is for two months and he cannot apply for a court hearing until after the two months have passed.

9.2 The Tenant may end this Agreement by giving the Landlord at least one month notice in writing that he will give up possession of the Property on a date specified in the notice. The notice must expire at the end of a rental period. The notice may be given at any time but cannot expire before the end of the Expiry of this Agreement. If the Tenant stays beyond the end of the fixed term, a new tenancy will arise that will run from month to month or week to week. If you give up possession on a date earlier than the date specified in the notice, the tenancy will end on the date specified in the notice. The notice must be sent by first class recorded delivery or handed to the Landlord.

9.3 If the Tenant is the sole Agreement holder and they die, this Agreement ends one month after his death or, if earlier, when the Landlord is given notice of the Tenant's death by authorized persons. Only the Tenant, a person authorized by the Tenant in writing or, if he is dead, his personal representative can give notice to end this Agreement.

Landlord's Initials

Tenant's Initials.

10 WHEN THIS AGREEMENT ENDS

10.1 The Tenant must do the following: Allow the Landlord to put up a 'For Sale' or 'To Let' board on the Property; give the Landlord vacant possession of the Property (the tenancy and its obligations continue, as does the Tenant's liability to pay standing charges for utilities and for Council tax, if he does not give the Landlord vacant possession); permit the Landlord to dispose of anything left behind at the end of the tenancy after 7 days of the tenancy ending and the Tenant agrees to pay our reasonable costs (the Tenant agrees to pay the Landlord for any damages in having to pay a third party whose possessions are disposed of by him in accordance with this clause); return any furniture that was moved during the tenancy to its original position; return all keys to the Property (including any additional keys that have been cut) to the Landlord; make sure the Property is in the same clean state it was when the Agreement started (subject to fair wear and tear).

10.2 The Landlord will return any deposit to the Tenant that is not being held to cover any breach of this Agreement, within 10 days of the Tenant providing paid termination accounts for gas, water, electricity telephone and council tax. This is to enable the Landlord to know the details of the current suppliers and to protect the Property from becoming black-listed if the Tenant does not pay his bills. If the Tenant wants a cheque posted to him, a forwarding address must be provided to the Landlord.

10.3 The Tenant agrees that the Landlord can forward details about how the Tenant has conducted this tenancy to any prospective future Landlord, and to other agents, landlords, and bad Tenant databases if they have conducted the tenancy in an unsatisfactory manner. The Tenant agrees that the Landlord can pass details he has about the Tenant to any creditor of the Tenant who may make an enquiry about him.

11 OTHER CONDITIONS

11.1 No one else will benefit from this Agreement as permitted by the Contracts (Rights of Third Parties) Act 1999

11.2 The Consumer Protection (Distance Selling) Regulations 2000 are excluded from this Agreement.

11.3 The Tenant permits the Landlord to discuss details relating to the Tenancy with any individual. Specifically, the Tenant permits the Landlord to discuss the details of any Housing Allowance claim with the Local Authority.

11.4 If any term of this Agreement cannot be enforced or is found to be unfair, it does not affect the other terms of the Agreement.

11.5 Where the context so admits: references to the 'Landlord' includes the persons from time to time entitled to receive the rent; references to the 'Tenant' also include any persons deriving title under the Tenant.

11.6 All references to the singular shall include the plural accordance with the Law and vice versa and the obligations/liabilities of more than one person shall be "joint and several" (which means that, for example, they will each be liable for all sums due under this Agreement and not just for a proportionate part of it).

11.7 This Agreement is governed by and should be read in accordance with the Law of England and Wales.

Landlord's Initials

Tenant's Initials.

Signed and executed as a Deed by the parties:

Dated Landlord(s)' Signatures

Dated Tenant(s)' Signature.

In the presence of:

Witness signature

Witness Full Name and Address

Landlord's Initials

Tenant's Initials.