

ASSURED SHORTHOLD TENANCY  
AGREEMENT

For letting a furnished dwelling house / Flat on an Assured Shorthold Tenancy  
under Part 1 of the Housing Act 1988 as amended by the Housing Act 1996.

This agreement is made the \_\_\_\_\_ day of \_\_\_\_\_ 2010

**1. Particulars**

**1.1 Parties**

1.1.1 The Landlord

(1) Mr G Scarborough & Mr C Brock T/A OPM Property Investments, 49 Packhorse Road, Gerrards Cross, Bucks. SL9 8PE

The "Landlord" shall include the Landlord's successors in title and assigns. This is the person who would be entitled to possession of the property if the tenant was not in possession and could be the current landlord or someone purchasing or inheriting the property.

1.1.2 The Tenant

1.1.3 The Guarantor

Where the party consists of more than one person the obligations apply to and are enforceable against them jointly and severally.

1.2 The Landlord lets and the Tenant takes the Property for the Term at the Rent payable upon the terms and conditions of this agreement.

1.3 This agreement is intended to create an Assured Shorthold Tenancy as defined in Part 1 of the Housing Act 1988 (including any subsequent amendments). These tenancies do not guarantee the Tenant any right to remain in possession after the fixed term (subject to a minimum occupancy of six months).

1.4 It is agreed that no Notice under paragraph 2 of Schedule 2A to the Housing Act 1988 has been given. If this Notice had been given the tenancy would have been a non-shorthold Housing Act tenancy.

### **1.5 Property**

1.5.1 The property situated at and being \_\_\_\_\_ together with the fixtures, fittings, furniture and effects therein and more particularly specified in the Inventory signed by the Tenant and all grounds. It shall include the right to use, in common with others, any shared rights of access, stairways, communal parts, paths and drives.

### **1.6 Term**

1.6.1 The Term shall be for a definite period of Eleven months from and including 1<sup>st</sup> September 2009 to and including 31 July 2010.

1.6.2 If the Tenant remains in the Property beyond the end of the initial fixed term and no new fixed term tenancy comes into being then the Tenant will have a Statutory Periodic Tenancy by virtue of Section 5 of the Housing Act 1988.

1.6.3 The "Term" is to include any extension or continuation of the fixed term or a Statutory or Contractual Periodic Tenancy.

### **1.7 Rent**

1.7.1 The Rent shall be £ \_\_\_\_\_ per calendar month payable in advance.

1.7.2 The Rent shall be paid clear of all deductions and set off whatsoever to the Landlord by Direct Debit or such other method as the Landlord shall require.

1.7.3 The first payment of £ \_\_\_\_\_ being due on 1<sup>st</sup> September 2009 or prior to the date of taking possession.

1.7.4 Thereafter the "Rent Due Date" will be the first day of each calendar month during the Term of this agreement.

1.7.5 Overdue rental payments will be subject to interest at the rate of 10% per annum calculated from the date the payment was due up until the date payment is received.

1.7.6 Any person paying the Rent, or any part of it, for the Property during the Term shall be deemed to have paid it as agent, for and behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.

1.7.7 Any payments accepted after service of any Notice served on the Tenant to terminate this agreement, or after any breach of the conditions which may lead to Possession, will only be accepted without prejudice to such Notice.

1.7.8 If this tenancy is extended, continued, or run on as a Periodic Tenancy then the Rent will increase each year from the first Rent Due Date more than 364 days after the commencement of the Term, by the amount stated for the annual increase in the Index of Retail Prices (All Items) as quoted for the month two months prior to the month of the renewal. The Rent will not be reduced below the figure in 1.7.1 at any time.

## **1.8 Rights of Third Parties**

The parties intend that no clause of this agreement may be enforced by any third party, other than the Landlord's Agent, pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **2 Legal Notices**

### **2.1 Section 47**

Under section 47 of the Landlord and Tenant Act 1987 the address of the Landlord is stated to be as on the first page of this agreement. The address for service of Notices is as in clause 2.2.

### **2.2 Section 48**

Until you are informed in writing to the contrary Notice is given pursuant to section 48(1) of the Landlord and Tenant Act 1987 that your Landlord's address for the service of Notices (including Notices in proceedings) is as follows:

OPM Property Investments, 49 Packhorse Road Gerrards Cross Bucks SL9 8PE

### **2.3 Notice service**

2.3.1 Any Notice given by or on behalf of the Landlord or any other document to be served on the Tenant shall be deemed to have been served on the Tenant if it is:

2.3.1.1 left at the Property or

2.3.1.2 sent by ordinary post in a pre-paid letter, properly addressed to the Tenant by name at the Property or

2.3.1.3 sent by Recorded Delivery in a pre-paid letter, properly addressed to the Tenant by name at the Property.

2.3.2 Any Notice given by the Tenant or any other document to be served on the Landlord shall be deemed to have been served on the Landlord if it is:

2.3.2.1 sent by ordinary post in a pre-paid letter, properly addressed to the Landlord at the address in clause 2.2 or

2.3.2.2 sent by Recorded Delivery in a pre-paid letter, properly addressed to the Landlord at the address in clause 2.2.

2.3.3 If any Notice or other document is left at the Property, service shall be deemed to have been on the day it was left.

2.3.4 If any Notice or other document is sent by post it shall be deemed to have been served 48 hours after it was posted.

### **2.4 Notices Received**

2.4.1 If a relevant Local Authority gives Notice or makes an order in respect of the Property, the Tenant shall provide full particulars to the Landlord's Agent within 7 days. All reasonable steps should be taken to comply with it. in consultation with the Landlord (or Landlord's Agent) as is appropriate to the situation.

## **2.5 Ending the Tenancy**

- 2.5.1 If the Tenant intends to vacate at the end of the fixed term, or at any later date, he must give the Landlord at least one month's Notice in writing.
- 2.5.2 While the tenancy is periodic Notice must be given and must expire the day before a Rent Due Date.

## **2.6 Landlord's Break Clause**

- 2.6.1 The Landlord may bring the tenancy to an end at any time after the expiry of the fixed term by giving to the Tenant at least two months' written Notice stating that the Landlord requires possession of the Property. A Notice under section 21 of the Housing Act 1988 will suffice to implement this sub-clause.

## **3 Possession**

- 3.1 By following the due process of law, and without prejudice to the other rights and remedies of the Landlord, the Landlord may terminate the tenancy if.
- 3.1.1 the Rent or any part of it is in arrears whether formally demanded or not,
- 3.1.2 the Tenant is in breach of any of the obligations under this agreement,
- 3.1.3 any of the Grounds of Schedule 2 of the Housing Act 1988 apply (these grounds allow the landlord to seek possession of the property in the circumstances listed on the ground),
- 3.1.4 a Notice is served under section 21 of the Housing Act 1988 (section 21 gives the landlord a right to end an assured shorthold tenancy without any specific reason, though only after any fixed term has ended. or in operation of a break clause),
- 3.1.5 the Property is left abandoned and unoccupied for a period in excess of 14 days without the Landlord's consent.

## **4 Tenant's Obligations**

The Tenant agrees to:

### **4.1 Payments**

- 4.1.1 Pay the Rent on the day and in the manner specified.
- 4.1.2 Pay and indemnify the Landlord against all charges including water and sewerage charges, rates and assessments (but of an annual or recurring nature only) and for all gas, electricity, oil or solid fuel consumed on or supplied to the Property (including all fixed and standing charges) and all charges for the telephone during the Term of this agreement.
- 4.1.3 Pay for the reconnection of water, gas, electricity or telephone if the disconnection results from any act or omission of the Tenant or the Tenant's agents.
- 4.1.4 Pay the Council Tax, or any replacement taxation (even of a novel nature), in respect of the Property for the Term of this agreement.
- 4.1.5 Pay the costs and disbursements in relation to the preparation of the inventory and "check out" at the end of the tenancy.
- 4.1.6 Pay a fee of £10 to the Landlord's for each letter sent to the Tenant concerning breaches of the tenancy agreement.
- 4.1.7 Pay a charge of £25 to the Landlord's for any payment presented to the Landlord's bank but returned, refused or re-presented by the bank for any reason. This fee will be payable for each presentation which fails.
- 4.1.8 Notify the relevant authorities and arrange and pay final accounts at the end of the tenancy.
- 4.1.9 Pay for the entire invoice and costs of any contractors that the Tenant arranges unless previously authorised in writing by the Landlord.
- 4.1.10 Pay the Landlord for the cost of replacing the locks and cutting new keys if any keys are not returned to the Landlord when the tenant moves out.
- 4.1.11 Pay all costs of the Landlord or the in respect of any application for any consents under any of the provisions of this tenancy.
- 4.1.12 Pay the Landlord's costs, legal and otherwise, including VAT and disbursements in any and all of the following circumstances:

4.1.12.1 enforcing or attempting to enforce (whether by legal process or otherwise) the provisions of this agreement.

4.1.12.2 recovering rent or other monies payable under the provisions of this agreement,

4.1.12.3 ) recovering possession of the property, whether because of the Tenant's default or otherwise,

4.1.12.4 actions arising out of any breach, non-performance or non-observance by the Tenant of the provisions of the agreement.

4.1.13 Pay any excess on the Landlord's insurance if the claim results from the negligence, misuse or failure of the Tenant or any of his visitors or friends.

4.1.14 Pay and arrange for the removal of all vermin, pests and insects, if infestation occurs during the Term, woodworm and woodboring insects excepted.

4.1.15 Pay the sum of £50.00 per person as a contribution in respect of the Landlord's costs of preparation of this agreement.

## **4.2 Repairs**

4.2.1 Keep the Property including all of the Landlord's machinery and equipment clean and tidy and in good and tenable condition, repair and decorative order, (reasonable wear and tear, items which the Landlord is responsible, to maintain, and damage for which the Landlord has agreed to insure, excepted).

4.2.2 Not permit any waste, injury or damage to the Property, or make any alteration or addition to the Property or the style or colour of the decorations.

4.2.3 Notify the Landlord immediately of any wet rot, dry rot or infestation by wood boring insects.

4.2.4 Replace any broken glass immediately unless the damage results from an event for which the Landlord has agreed to insure.

4.2.5 Undertake any repairs or decorations for which the Tenant is liable within one month of any Notice being served by the Landlord and if the Tenant does not carry out the repairs or redecorations the Landlord may enter the Property, with or without others, to effect those repairs and decorations and the Tenant will pay on demand all costs involved.

## **4.3 The Property**

4.3.1 Notify the Landlord in writing as soon as the Tenant becomes aware of.

4.3.1.1 any defect, damage or want of repair in the Property, other than such as the Tenant is liable to repair in 4.2.1 above,

4.3.1.2 any Notices, proceedings or letters relating to the Landlord, the Property or the use of the Property,

4.3.1.3 any loss, damage or occurrence which may give rise to a claim under the Landlord's insurance.

4.3.2 Co-operate in the making of any claim under the Landlord's insurance.

4.3.3 Use the Property in a tenant-like manner.

4.3.4 Clean the windows of the Property as often as necessary and in the last two weeks of the tenancy.

4.3.5 Not remove any of the Landlord's possessions from the Property.

4.3.6 Not exhibit any poster or Notice so as to be visible from outside the Property.

4.3.7 Not cause or permit any blockage to the drains and pipes, gutters and channels in or about the Property.

4.3.8 Not assign, underlet or part with or share possession of the whole or any part of the Property.

4.3.9 Not permit any visitor to stay for a period of more than three weeks within any three month period.

4.3.10 Permit the Landlord and or his agents or others, after giving 24 hours Notice and at reasonable hours of the daytime, to enter the Property.

4.3.10.1 to view their state and condition and to execute repairs and other works upon the Property or other properties.

4.3.10.2 to show prospective purchasers the Property at all times during the Term and to erect a board to indicate that the Property is for sale.

4.3.10.3 to show prospective tenants the Property, during the last month of the Term and to erect a board to indicate that the Property is to let.

4.3.11 Permit the Landlord or the Landlord's Agent to use their keys to gain access within three days of such a request being made (except in case of emergency when access shall be immediate), if the Tenant is unable to grant access to the Landlord or the Landlord's Agent

4.3.12 Not add any aerial, antennae or satellite dish to the building

- 43.13 Not change the locks (or install additional locks) to any doors in the dwelling house, nor make additional keys for the locks. All keys are to be returned to the Landlord at the end of the tenancy.
- 4.3.14 Ensure that the Property is kept secure at all times. locking doors and windows and activating burglar alarms as appropriate.
- 43.15 Keep the Property at all times sufficiently well aired and warmed to avoid build-up of condensation and prevent mildew growth and to protect it from frost.
- 4.3.16 Not block ventilators provided in the Property.
- 4.3.17 Report to the Landlord's Agent any brown or sooty build up around gas appliances or any suspected faults with the appliances.
- 4.3.18 Not use any gas appliance that has been declared unsafe by a CORGI engineer, or disconnected from the supply.
- 4.3 ~ 19 Not keep, use or permit to be used any candles, oil stove, paraffin heater or other portable fuel burning appliance. or other appliance against the terms of the insurance of the Property, except as provided by the Landlord.
- 4.3.20 Be responsible for ensuring that any television used is correctly and continually licensed.
- 4.3.21 Not keep motorcycles, cycles or other similar machinery inside the Property except in any defined outside area or garage.
- 4.3.22 Pay for any sterilisation and cleansing of the Property made necessary under the Public Health (Control of Diseases) Act 1984 as a result of a person with a Notifiable Disease having been in the Property during the Term.
- 4.3.23 Pay for any redecoration or replacement required as a result of the work carried out under clause 4.3.22
- 4.3.24 Perform and observe all obligations of any headlease or covenant on the Property save for those relating to the payment of rent or service charges and to indemnify the Landlord against all claims, damages, costs, charges and expenses whatsoever in relation to any breach of this obligation.
- 4.3.25 Not keep any vehicle without a valid Road Fund Licence, commercial vehicle, boat, caravan, trailer, hut or shed on the Property.
- 4.3.26 Not affix any Notice, sign, poster or other thing to the internal or external surfaces of the Property save for where specific provision already exists.
- 4.3.27 Not keep any pet, animal, bird, reptile, fish, insects or the like on the Property.
- 4.3.28 Not allow children to live in the Property.
- 4.3.29 Keep the garden and grounds properly cultivated according to the season and free from weeds', in a neat and tidy condition with the lawns regularly mown and edged, and shrubs and trees pruned but not alter the character or layout of the garden or grounds.
- 4.3.30 Not cause obstruction in any common areas of any building of which the Property forms a part. The Landlord reserves the right to remove or have removed any such obstruction and at his discretion to levy a charge, payable on demand, on the Tenant for so doing.

#### **4.4 General**

- 4.4.1 Not permit or suffer to be done on the Property anything which may be, or may be likely to cause, a nuisance or annoyance to a person residing, visiting or otherwise engaged in a lawful activity in the locality. This responsibility includes the actions and behaviour of visitors and friends of the tenant.
- 4.4.2 Not make or permit any noise or play any radio, television or other equipment in or about the Property between the hours of 10pm and 7am so as to be audible outside the Property.
- 4.4.3 Not carry on any trade or profession upon the Property nor receive paying guests but use the Property only as a private residence for the occupancy of the named tenants.
- 4.4.4 Not permit or suffer to be done on the Property anything which may render the Landlord's insurance of the Property void or voidable or increase the rate of premium for such insurance.
- 4.4.5 Not use or suffer the Property to be used for any illegal or immoral purpose (note, unauthorised taking or possession of controlled drugs is considered to be illegal for the purpose of this clause).
- 4.4.6 Immediately notify the Landlord if the Property becomes the subject of proceedings under the Matrimonial Causes Act 1973 or the Family Law Act 1996 and supply particulars of such proceedings to the Landlord on demand.
- 4.4.7 Have the use of all appliances provided in the Property., as laid out in the inventory save those which are noted as not working. However. should any items require repair, or be beyond repair, the Landlord does not undertake to pay for any costs of repair or to replace the appliance.

- 4.4.8 Forward any correspondence addressed to the Landlord and other Notices, orders and directions affecting the Landlord to the Landlord's without delay.
- 4.4.9 Surrender all rights to all possessions left at the Property at the end of the tenancy and that they will immediately pass to the Landlord who shall be entitled (though not bound) to sell the same for his own benefit.
- 4.4.10 Reside in the Property as his only or principal residence. Any change in residence status must be notified to the Landlord's and a new tenancy agreement drawn up if necessary.
- 4.4.11 Not leave the Property vacant for more than 28 days.
- 4.4.12 Check the inventory and report any errors/deficiencies to the Landlord's Agent, returning a copy with any annotations/corrections as necessary within 7 days. If the inventory is not returned within 7 days, it will be assumed to be an accurate description of the Property including the contents as handed over to the Tenant.
- 4.4.13 Not change the supplier of utility services without approval from the Landlord and if approval is given, provide the Landlord with the new supplier's details including the Property reference number.
- 4.4.14 Not change the telephone number of the Property.
- 4.4.15 Not alter-the operation of, or disable, the smoke alarms.
- 4.4.16 Not disable or alter the operation or code of the burglar alarm.
- 4.4.17 Be responsible for maintenance of the burglar alarm and the smoke alarms including checking the smoke alarms every week and replacing non rechargeable batteries every year.

#### **4.5 Insurance**

- 4.5.1 Be responsible for insuring their own possessions against all risks.

#### **4.6 End of tenancy**

- 4.6.1 Yield up the Property at the end of the tenancy in the same good clean state and condition as it was at the beginning of the tenancy and make good, pay for the repair of, or replace all such items of the fixtures, fittings, furniture and effects as shall be broken, lost, damaged or destroyed during the tenancy (reasonable wear and tear and damage for which the landlord has agreed to insure excepted).
- 4.6.2 Return all keys to the Property to the Landlord by 12 noon on the last day of the tenancy (or sooner by mutual arrangement).
- 4.6.3 Pay for the washing (including ironing or pressing) of all the linen and the cleaning (including ironing and pressing where appropriate) of all blankets, bedding, carpets and curtains which have been soiled during the tenancy (reasonable use thereof nevertheless excepted).
- 4.6.4 Leave the oven clean with no evidence of burnt food or grease, all chrome and glass to be shining with no stains and cooker rings cleaned.
- 4.6.5 Leave the fixtures fittings, furniture and effects at the end of the tenancy in the rooms and places in which they were at the beginning of the tenancy.
- 4.6.6 Remove all rubbish from the Property before returning the Property to the Landlord.

### **5 Landlord's obligations**

The Landlord agrees with the Tenant as follows:

- 5.1 To pay and indemnify- the Tenant against all assessments and outgoings in respect of the Property (except those for which responsibility is assumed by the Tenant under this agreement).
- 5.2 To allow the Tenant, paying the Rent and performing the obligations on the part of the Tenant, quiet enjoyment of the Property during the tenancy without any unlawful interruption from the Landlord or any person claiming under or in trust for the Landlord.
- 5.3 To return to the Tenant any rent paid for any period while the Property is rendered uninhabitable by fire or other risk for which the Landlord has agreed to insure, except where such damage may have been caused or enabled by the Tenant's actions or omissions the amount, in case of dispute, to be submitted to arbitration pursuant to Part 1 of the Arbitration Act 1996.

- 5.4 That he is the sole owner of the leasehold or freehold interest in the Property and that all necessary consents to allow him to enter this agreement (superior lessors, mortgage lenders or others) have been obtained in writing.
- 5.5 To maintain a comprehensive insurance policy with a reputable company to cover the Property, and the Landlord's fixtures, fittings, furniture and effects (including carpets and curtains), but not including the Tenant's belongings.

**6 Housing Benefit**

- 6.1 The Tenant authorises the Local Authority to discuss with the Landlord the details of any Housing Benefit or Council Tax claims made at any time in relation to the renting of the Property.
- 6.2 If the Landlord so requires, the Tenant consents to any Housing Benefit being paid direct by the Local Authority to the Landlord.
- 6.3 The tenant indemnifies the Landlord and the Landlord's Agent against any losses to them from 'clawback' or any other repayment to the Local Authority either before or after the Tenant has vacated the Property.

**7 Guarantor**

- 7.1 The Guarantor agrees to indemnify the Landlord and the Landlord's Agent against any loss suffered as a result of the Tenant failing to fulfil any of his obligations under this agreement or failing to pay rents or other monies due.
- 7.2 The Guarantor agrees to pay, on demand and in full, any overdue rent or other monies due under this agreement for the full Term and this expressly includes any period of holding over or exclusion or statutory continuation following expiry of any fixed term
- 7.3 The Guarantor agrees to make the payments due under clause 7.1 or 7.2 even after the Tenant has yielded up possession,

**SIGNED BY THE ABOVE NAMED:**

.....LANDLORD	.....TENANT
	.....TENANT
	.....TENANT
	.....TENANT
	.....TENANT

In the Presence of

.....	WITNESS	.....WITNESS
.....		.....
.....		.....

.....	OCCUPATION	..... OCCUPATION
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