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| --- |
| [[AgreementType]:Equal('LandlordCopy'):collapse:hide][[PrintCoverLetter]:Equal('True'):collapse:hide]  [[RecipientLandlord.Name]]  [[RecipientLandlord.Address.Address1]]  [[RecipientLandlord.Address.Address2]]  [[RecipientLandlord.Address.Address3]]  [[RecipientLandlord.Address.Address4]]  [[RecipientLandlord.Address.Postcode]]  Letter Ref: [[TenancyLandlordCoverLetter.LetterRef]]  Date: [[PrintDate]]  Dear [[RecipientLandlord.Name]],  **Re: Letting of [[PropertyAddress]]**  We are pleased to enclose a copy of the tenancy agreement.  Please take the time to check the agreement and if you have questions please feel free to contact us.  Yours sincerely,  [[TenancyLandlordCoverLetter.Staff]]  [[TenancyLandlordCoverLetter.JobTitle]] |

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| [[AgreementType]:Equal('TenantCopy'):collapse:hide][[PrintCoverLetter]:Equal('True'):collapse:hide]  [[RecipientTenant.Name]]  [[RecipientTenant.Address.Address1]]  [[RecipientTenant.Address.Address2]]  [[RecipientTenant.Address.Address3]]  [[RecipientTenant.Address.Address4]]  [[RecipientTenant.Address.Postcode]]  Letter Ref: [[TenancyTenantCoverLetter.LetterRef]]  Date: [[PrintDate]]  Dear [[RecipientTenant.Name]],  **Re: Letting of [[PropertyAddress]]**  We are pleased to enclose a copy of the tenancy agreement.  Please take the time to check the agreement and if you have questions please feel free to contact us.  Yours sincerely,  [[TenancyTenantCoverLetter.Staff]]  [[TenancyTenantCoverLetter.JobTitle]] |

Assured Shorthold Tenancy Agreement

For letting residential dwelling house at: [[PropertyAddress]]

Tenancy Reference: [[TenancyStage]]

THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is an assured shorthold tenancy within the meaning of the Housing Act 1988, as amended by the Housing Act 1996.

**Date** \_\_\_ / \_\_\_ / \_\_\_\_\_ ( Date of Signing )

|  |  |  |
| --- | --- | --- |
| **Landlord(s)** | |  | | --- | | [[Landlord.Name]]  [[Landlord.Address.Address1]]  [[Landlord.Address.Address2]]  [[Landlord.Address.Address3]]  [[Landlord.Address.Address4]]  [[Landlord.Address.Postcode]] | |

Note: Any notice under Section 48 of the Landlord and Tenant Act 1987 can be served on the Landlord at the address above

|  |  |  |
| --- | --- | --- |
| **Tenant** | |  | | --- | | [[Tenant.Name]]  [[Tenant.PreTenancyAddress.Address1]]  [[Tenant.PreTenancyAddress.Address2]]  [[Tenant.PreTenancyAddress.Address3]]  [[Tenant.PreTenancyAddress.Address4]]  [[Tenant.PreTenancyAddress.Postcode]] | |

Note: If two or more persons are named above then their obligations to the Landlord shall be joint and several

|  |  |
| --- | --- |
| **Property** | [[PropertyAddress]] |

|  |  |
| --- | --- |
| **Contents** | The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory. |

|  |  |
| --- | --- |
| **Term** | For the term of [[TermMonths]] months and [[TermDays]] days, commencing on [[StartDate]]. |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Rent and Payment** | |  |  |  | | --- | --- | --- | | **From** | **To** | **Total Rent** | | [[RentPeriodsList.RentPeriod.From]] | [[RentPeriodsList.RentPeriod.To]] | [[RentPeriodsList.RentPeriod.Rent]] | |

|  |  |
| --- | --- |
| **Term** | For the term of [[TermMonths]] months and [[TermDays]] days, commencing on [[StartDate]]. |

|  |  |
| --- | --- |
| **Deposit** | A deposit of [[Deposit]] to be collected by the Agent |

1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable above

2. The Tenant pays the Deposit as security for the performance of the Tenant’s obligations and to compensate the Landlord for any breach of those obligations. It is agreed that this sum shall not be transferable by the Tenant in any way and at any time against payment of the Rent and that no interest shall be payable on this Deposit.

**3. The Tenant agrees with the Landlord:**

3.1 To pay the rent on the days and in the manner specified in this Agreement.

3.2 To pay and the cost of any bank or other charges incurred by the Landlord or Agent should any rent payment be dishonoured by the Tenant’s bank.

3.3 To pay interest on rent paid late calculated on a daily basis from when the Rent became due until the date of payment at 4% above The Bank of England base rate.

3.4 To pay for the services consumed on or supplied to the Property during the Term, as outlined in the cover letter and not to do anything that may cause the disconnection of these services, and to pay the cost of any reconnection fees in this event.

3.5 Not to do damage or injure the Property or make any alteration in or addition to them including decorating or fixing items to walls without the prior written consent of the Landlord.

3.6 To deliver up the Property at the end of the Term in the same good and clean state of repair and condition as it was at the beginning of the Term and make good or pay for the repair of or replace all such items of the Contents as shall be broken, lost, damaged or destroyed during the tenancy (fair wear and tear and damage by accidental fire excepted).

3.7 To keep the Property in a clean and tidy condition and complete repair during the Term including communal areas, windows and garden.

3.8 To keep the Property heated adequately in order to avoid damage by freezing conditions and to keep the property sufficiently aired to avoid damage by condensation or similar.

3.9 To leave the Contents at the end of the tenancy in the same places in which they were positioned at the commencement of the tenancy according to the Inventory.

3.10 Not to assign sublet or otherwise part with possession of the whole or part of the Property.

3.11 To use the Property as a single private dwelling and not to use it or any part of it for any other purpose including any illegal or immoral purposes.

3.12 Not to do or permit or suffer to be done in or on the Property anything which may be a nuisance or annoyance to the Landlord or the tenants or occupiers of any adjoining property or which may void any insurance of the

Property or cause the premiums to increase.

3.13 To permit the Landlord or the Landlord’s agents upon reasonable notice (24 hours) at reasonable hours (save in an emergency) to enter the Property to view the state and condition or carry out works of maintenance or repair.

3.14 To permit the Landlord or the Landlord’s agents upon reasonable notice (24 hours) at reasonable hours to enter the Property with prospective tenants, purchases, surveyors or local authority officers.

3.15 Not to keep any animals or birds on the Property without the Landlord’s written consent.

3.16 Not to alter or change or install any locks in or about the Property without the prior written consent of the Landlord and to inform the Landlord of any alteration is made to the code of any burglar or fire alarm.

3.17 To fasten all locks to all doors and windows and activate any burglar alarm whenever the Property is left unattended.

3.18 To forward any mail or official notice addressed to the Landlord or his agent within 7 days.

3.19 To notify the Landlord if the Tenant intends to leave the Property vacant for a period in excess of 28 consecutive days.

3.20 To give the Landlord at least one month’s notice in writing when the Tenant wishes to end the Tenancy at the expiration of the term certain.

3.21 To give the Landlord at least one month’s notice in writing if the Tenancy has continued as a periodic tenancy. Should the tenant provide less than one month’s notice the Landlord reserves the right to charge the full rent for the notice period.

3.22 To return all keys for the Property to the Landlord or his agent on the last day of the tenancy and to provide forwarding addresses for all vacating tenants.

**4. The Landlord agrees with the Tenant as follows:**

4.1 To pay for all assessments and outgoings in respect of the Property (other than those mentioned in 3.4 above) and keep in repair the structure and exterior of the Property and to keep in good repair and proper working order the installations for the supply of water, gas and electricity and the installation in the Property for space heating or heating water as required by Section 11 of the Landlord and Tenant Act 1985.

4.2 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 Term without any unlawful interruption from the Landlord or his agent.

**5. The Landlord and the Tenant agree:**

5.1 Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the property as his or her main home or intends to occupy the Property as his or her only or main home.

5.2 The tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2, of the Housing Act 1988.

5.3 Any notice served by the Landlord on the Tenant shall be sufficiently served if sent by standard first or second class post to the Tenant at the Property or the last known address of the Tenant or left at the Property addressed to the Tenant.

5.4 The Landlord may re-enter the Property and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord if the Tenant has not complied with any obligations in this Agreement or should the Rent be in arrears by more than fourteen days (whether legally

demanded or not).

**6. Utilities**

6.1 Tenants are reasonable for the services outlined below:

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| --- |
| [[TenantServices.Name]] |

6.2 The landlord is responsible for the services outlined below:

|  |
| --- |
| [[LandlordServices.Name]] |

**7. Special Conditions**

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| --- |
| * [[SpecialConditionList.Name]] |

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| --- | --- | --- |
| Signed by or on behalf of  the landlord | |  | | --- | |  | |

|  |  |  |
| --- | --- | --- |
| ([[TenantSign.Number]]) **SIGNED** by [[TenantSign.Name]] (The Tenant) | |  | | --- | |  | |

|  |  |  |  |  |
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| [[TenancyAgreementBondControl.BondScheme]:Equal('TDS'):collapse:hide]  **Prescribed Information for Assured Shorthold Tenancies**  Under the Housing Act 2004, the landlord is required to give the following information to the tenant and anyone who paid the deposit on the tenant's behalf (“Relevant Person”) within 30 days of receiving the deposit. This is to ensure that tenants are made aware of their rights during and at the end of the tenancy regarding the deposit.  (a) The scheme administrator of the Tenancy Deposit Scheme is:  The Dispute Service Limited  PO Box 1255  Hemel Hempstead  Herts  HP1 9GN  Phone 0300 037 1000  Email deposits@tenancydepositscheme.com  Fax 01442 253193  Web www.tenancydepositscheme.com  (b) A leaflet entitled *What is the Tenancy Deposit Scheme?*, which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, Housing Act 2004, must accompany this document when given to the tenant and any relevant person.  (c) The procedures that apply under the scheme by which an amount in respect of a deposit may be paid or repaid to the tenant at the end of the tenancy are set out in the scheme leaflet: *What is the Tenancy Deposit Scheme?,* which accompanies this document.  (d) The procedures that apply under the scheme where either the landlord or the tenant is not contactable at the end of the tenancy are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?*  (e) The procedures that apply where the landlord and the tenant dispute the amount of the deposit to be paid or repaid are summarised in the Scheme Leaflet *What is the Tenancy Deposit Scheme?* More detailed information is available on: [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com).  (f) The facilities available under the scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?* More detailed information is available on: [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com).  (i) THE DEPOSIT  The amount of the deposit paid is [[Deposit]]  (ii) ADDRESS OF THE PROPERTY TO WHICH THE TENANCY RELATES  [[PropertyAddress]]  (iii) DETAILS OF THE LANDLORD(S)   |  |  | | --- | --- | | |  | | --- | | [[Landlord.Name]]  [[Landlord.Address.Address1]]  [[Landlord.Address.Address2]]  [[Landlord.Address.Address3]]  [[Landlord.Address.Address4]]  [[Landlord.Address.Postcode]] | |   (iv) DETAILS OF THE TENANT(S)   |  |  | | --- | --- | | |  | | --- | | [[Tenant.Name]]  [[Tenant.PreTenancyAddress.Address1]]  [[Tenant.PreTenancyAddress.Address2]]  [[Tenant.PreTenancyAddress.Address3]]  [[Tenant.PreTenancyAddress.Address4]]  [[Tenant.PreTenancyAddress.Postcode]] | |   (v) RELEVANT PERSON’S CONTACT DETAILS  If there is a relevant person (i.e. anyone who has arranged to pay the deposit on the tenant's behalf) the details requested in (iv) must be provided for them, as part of the Prescribed Information. Use the continuation sheet for this purpose.  (vi) CIRCUMSTANCES WHEN THE DEPOSIT MAY BE RETAINED BY THE LANDLORD  The circumstances when all or part of the deposit may be retained by the landlords by reference to the terms of the tenancy agreement. No deduction can be paid from the deposit until the parties to the tenancy agreement have agreed the deduction, or an award has been made by TDS or by the court. |

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| [[TenancyAgreementBondControl.BondScheme]:Equal('DPS'):collapse:hide]  PRESCRIBED INFORMATION RELATING TO TENANCY DEPOSITS  **The Deposit Protection Service – Custodial scheme**  NOTE: The landlord must supply the tenant with the Prescribed Information regarding any tenancy deposit required to be dealt with under the custodial tenancy deposit scheme.  To: (insert names of all tenants and any other (third party) paying a tenancy deposit on behalf of a tenant)  1. The name, address and contact details of the Scheme Administrator of the Tenancy Deposit Scheme that is safeguarding your tenancy deposit is:  The Deposit Protection Service (The DPS)  The Pavilions  Bridgwater Road  Bristol  BS99 6AA  Telephone No. 0330 303 0030  Online: Enquiry Forms are available through the Virtual Customer Service Agent or the Frequently Asked Questions at [www.depositprotection.com](http://www.depositprotection.com)  2. Information contained in a leaflet supplied by the Scheme Administrator to the Landlord explaining the operation of the provisions contained in the statutory scheme. See attached Terms and Conditions  3. Information on the procedures applying for the release of the deposit at the end of the tenancy. See attached Terms and Conditions  4. Procedures that apply under the Scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy. See attached Terms and Conditions  5. Procedures that apply under the Scheme where the Landlord and the Tenant dispute the amount to be repaid to you in respect of the deposit. See attached Terms and Conditions  6. The facilities available under the Scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation.  There is an alternative Dispute Resolution Scheme available enabling an independent adjudicator to decide on any dispute.  See attached Terms and Conditions for further information  In accordance with The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.  7. Tenancy specific information  (a) Amount of deposit paid [[Deposit]]  (b) Address of property to which the tenancy relates. [[PropertyAddress]]  (c) Name, address and details of landlord(s)   |  | | --- | | [[Landlord.Name]]  [[Landlord.Address.Address1]]  [[Landlord.Address.Address2]]  [[Landlord.Address.Address3]]  [[Landlord.Address.Address4]]  [[Landlord.Address.Postcode]] |   (d) Name, address and contact details of the Tenant(s)   |  |  | | --- | --- | | |  | | --- | | [[Tenant.Name]]  [[Tenant.PreTenancyAddress.Address1]]  [[Tenant.PreTenancyAddress.Address2]]  [[Tenant.PreTenancyAddress.Address3]]  [[Tenant.PreTenancyAddress.Address4]]  [[Tenant.PreTenancyAddress.Postcode]] | |   Note: please see Note 2 below regarding the tenant’s or lead tenant’s responsibility to register their contact address with The DPS and to ensure that their address is updated at the end of the tenancy.  (e) Name of Third Party making the payment:  Name:  Address:  Postcode:  Note: If there are additional third parties, please attach a continuation sheet with the same information for the further third parties.  (f) Circumstances when all or any part of the deposit may be retained by the Landlord: Refer to the Tenancy Agreement: |

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| [[TenancyAgreementBondControl.BondScheme]:Equal('TDS'):collapse:hide]  (vii) CONFIRMATION  The landlord certifies and confirms that:   1. the information provided is accurate to the best of my/our knowledge and belief and   I/we have given the tenant the opportunity to sign this document by way of confirmation that the information is accurate to the best of the tenant's knowledge and belief.   |  |  |  | | --- | --- | --- | | Signed by or on behalf of  the landlord | |  | | --- | |  | |   The tenant confirms that:   * I/we have been given the opportunity to read the information provided and * I/we sign this document to confirm that the information is accurate to the best of my/our knowledge and belief.  |  |  |  | | --- | --- | --- | | ([[TenantSign.Number]]) **SIGNED** by [[TenantSign.Name]] (The Tenant) | |  | | --- | |  | |   Responsibility for serving complete and correct Prescribed Information on each tenant and relevant person is the responsibility of the member and the landlord. The Dispute Service Limited does not accept any liability for a member's or landlord's failure to comply with The Housing Act 2004 and/or The Housing (Tenancy Deposits) (Prescribed Information) Order 2007. |

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| --- | --- | --- | --- | --- | --- | --- |
| [[TenancyAgreementBondControl.BondScheme]:Equal('DPS'):collapse:hide]  I/We (being the Landlord) certify that –  (i) The information provided is accurate to the best of my/our knowledge and belief  (ii) I/We have given the Tenant(s) the opportunity to sign this document by way of confirmation that the information is accurate to the best of the Tenant(s) knowledge and belief   |  |  |  | | --- | --- | --- | | Signed by or on behalf of  the landlord | |  | | --- | |  | |  |  |  |  | | --- | --- | --- | | ([[TenantSign.Number]]) **SIGNED** by [[TenantSign.Name]] (The Tenant) | |  | | --- | |  | |   NOTES  (1) The tenant(s) and relevant persons (if any) agree that the lead tenant has been nominated by all the joint tenants and any relevant persons and that the responsibilities of the lead tenant are fully understood by all tenants. The responsibilities are detailed in Section 8 of the attached Terms and Conditions.  (2) It is the tenant’s or lead tenant’s (where relevant) responsibility to register their contact address with The DPS and to ensure that address is updated at the end of the tenancy.  (3) The document is provided by The DPS by way of information only. The DPS accepts no liability for its contents. It is the Landlord(s) responsibility to ensure it is completed accurately, served on the Tenant(s) within 30 days of receipt of the deposit and to give the Tenant(s) an opportunity to check and sign this document. |

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| [[TenancyAgreementBondControl.BondScheme]:Equal('TDS'):collapse:hide]  Prescribed Information for Assured Shorthold Tenancies (Continuation Sheet)  The information below relates to a Relevant Person  First line of address of the property to which the tenancy relates  (iv) CONTACT DETAILS  Name  Address  E mail address  Mobile number  Fax number  Please provide the details requested for each tenant and for each relevant person (i.e. anyone who has arranged to pay the deposit on the tenant's behalf). Attach this sheet securely to the remainder of the Prescribed Information. |

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| --- | --- | --- | --- | --- | --- |
| [[ShowPaymentForms]:Equal('True'):collapse:hide][[ShowPaymentFormSTO]:Equal('True'):collapse:hide]  **BANK STANDING ORDER MANDATE –**  **[[StandingOrderMandate.Tenant.Name]]**  This is an instruction from the tenant to their bank to pay money to the Beneficiary detailed below. This form should be completed and signed by the tenant and returned to the agent. The agent or the landlord will post this to the tenant's bank.  **To: (Please insert full bank address including POSTCODE)**   |  |  | | --- | --- | | [[StandingOrderMandate.Tenant.Bank.Name]]  [[StandingOrderMandate.Tenant.Bank.Address.Address1]]  [[StandingOrderMandate.Tenant.Bank.Address.Address2]]  [[StandingOrderMandate.Tenant.Bank.Address.Address3]]  [[StandingOrderMandate.Tenant.Bank.Address.Address4]]  [[StandingOrderMandate.Tenant.Bank.Address.Postcode]] | **BANK PLEASE READ**  **PLEASE AMEND ANY EXISTING INSTRUCTION FROM**  **THE NEXT PAYMENT WITH THIS REFERENCE AND**  **DATE RANGE TO THIS BENEFICIARY**  **(PLEASE ENSURE THAT THERE IS ONLY ONE ACTIVE STANDING ORDER)** |  |  |  | | --- | --- | | **ACCOUNT TO BE DEBITED**  SORT CODE:[[StandingOrderMandate.Tenant.Bank.SortCode]]  ACCOUNT NUMBER:[[StandingOrderMandate.Tenant.Bank.AccountNum]]  ACCOUNT NAME:[[StandingOrderMandate.Tenant.Bank.AccountName]]  ROLL NO: (Building Societies ONLY) | **BENEFICIARY DETAILS**  BANK:[[StandingOrderMandate.Beneficiary.Bank.Name]]  BRANCH DETAILS:[[StandingOrderMandate.Beneficiary.Bank.Address.Address1]] [[StandingOrderMandate.Beneficiary.Bank.Address.Postcode]]  SORT CODE:[[StandingOrderMandate.Beneficiary.Bank.SortCode]]  ACCOUNT NUMBER:[[StandingOrderMandate.Beneficiary.Bank.AccountNum]]  ACCOUNT NAME:[[StandingOrderMandate.Beneficiary.Bank.AccountName]]  **REFERENCE:**  **[[StandingOrderMandate.Property.HouseNumber]] [[StandingOrderMandate.Property.Street]]**  **Bank - please reference each STO with the house reference** |   **PAYMENT DETAILS**   |  | | --- | | • [[StandingOrderMandate.PaymentDetailsList.PaymentDetailsListItem]] |   X  CUSTOMER  SIGNATURE:  Date:    CUSTOMER CONTACT TELEPHONE NUMBER(S): [[StandingOrderMandate.Tenant.MobilePhone]] |