

# Assured Shorthold Tenancy Agreement

between

FOXHALL HOMES LIMITED

Landlord

and

full name of the tenant

Tenant

**Address**

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**This agreement** is dated and made

**Between**

**Foxhall Homes Limited c/o Town Hall Upper George Street, Luton LU1 2BQ** (the landlord).

(the tenant).

**It is hereby agreed**

## **1. Interpretation**

The following definitions and rules of interpretation apply in this agreement.

### **1.1 Definitions:**

**Agent** means person or company responsible for letting or managing the property.

**Contents** means the furniture, furnishings and any other items set out in the inventory and schedule of condition.

**First rent payment date** means start date of the tenancy.

**HA 1988** means Housing Act 1988.

**Insured risks** means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the landlord decides to insure against from time to time and Insured Risk means any one of the insured risks.

**Inventory and schedule of condition** means the list of contents and description of the condition of the property attached to this agreement and signed by the parties.

**LTA 1985** means Landlord and Tenant Act 1985.

**Property** means address of the property.

**Rent** means the amount of weekly rent.

**Rent payment dates** means the Monday of each week.

**Tenancy** means the tenancy created under this agreement and any statutory periodic tenancy arising under section 5(2) of the Housing Act 1988 or any contractual periodic tenancy that arises after the term has expired.

**Term** means a fixed term of one year from and including the tenancy start date.

**Working Day** means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

### **1.2 Clause headings shall not affect the interpretation of this agreement.**

- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) [and that person's legal and personal representatives, successors and permitted assigns].
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to an agreement is a reference to this agreement.
- 1.9 A reference to **writing** or **written** includes fax and e-mail.
- 1.10 Any reference to the giving of consent by the landlord requires the consent to be given in writing, signed by the landlord.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12 References to clauses are to the clauses of this agreement.
- 1.13 A reference to the landlord includes a reference to the person entitled to the immediate reversion to this tenancy. A reference to the tenant includes a reference to its successors in title and assigns.
- 1.14 Unless otherwise expressly provided, the obligations and liabilities of the parties under this agreement are joint and several. This means that where, for example, the tenant is more than one person, they will be liable for all sums due under the agreement, not just liable for a proportionate part.
- 1.15 The obligations of the tenant [and the guarantor] arising by virtue of this agreement are owed to the landlord. The obligations of the landlord are owed to the tenant.

## **2. Grant of the tenancy**

- 2.1 The landlord lets the property to the tenant for the term.
- 2.2 This agreement creates an assured shorthold tenancy under Part I of Chapter II of the HA 1988.
- 2.3 The tenant understands that the landlord is entitled to recover possession of the property at the expiration of the term.

### **3. Contents**

The tenant shall keep the contents in good and clean condition and shall return the contents to the landlord at the end of the tenancy in the same state (except for fair wear and tear) as detailed on the Inventory and schedule of condition.

### **4. Rent**

- 4.1 The tenant shall pay the rent in advance on or before the rent payment dates.
- 4.2 The tenant shall pay the first instalment of the rent on or before the first rent payment date.
- 4.3 The tenant shall be in breach of this agreement if the tenant fails to pay the rent in accordance with this clause and the landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the property.
- 4.4 If the property is damaged or destroyed by an insured risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the tenant, payment of the rent shall be suspended until the property is fit for occupation and use.

### **5. Use of property**

- 5.1 The tenant shall only use the property as a private dwelling house, for the use of the tenant and the tenant's immediate family.
- 5.2 The tenant shall not use the property for the purposes of conducting a business.
- 5.3 The tenant shall not keep any pets or any other animals on or in the property without the prior written consent of the landlord.
- 5.4 The tenant shall not do anything to or on the property that:
  - a) causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them;
  - b) involves using the property for immoral or illegal purposes; or
  - c) has the effect of invalidating the insurance that the landlord has taken out in accordance with clause 9.2. The landlord will provide the tenant with a summary of the relevant insurance requirements on request.
- 5.5 The tenant shall send the landlord a copy of any notice or other communication affecting the property within seven days of receipt and shall not take any action regarding such notices or communications without the prior consent of the landlord.

### **6. Assignment or subletting**

The tenant shall not assign, sublet, part with or share possession of the whole or any part of the property.

## **7. Repairs and alterations**

- 7.1 The tenant shall keep the interior of the property clean, tidy and in the same condition as at the start of the tenancy (except for fair wear and tear).
- 7.2 If the property has a garden, the tenant shall keep it clean and tidy, and free from rubbish.
- 7.3 The tenant shall keep the inside and outside of all windows that the tenant can reasonably reach clean.
- 7.4 The tenant shall promptly replace and pay for all broken glass at the property where the tenant, or the tenant's family or visitors cause the breakage.
- 7.5 The tenant shall not cause any blockage to the drains, gutters and pipes of the property. This obligation does not require the tenant to carry out any works or repairs for which the landlord is liable under clause 9.5.
- 7.6 The tenant shall not make any alteration, addition, or redecorate the property.

## **8. Utilities and outgoings**

- 8.1 The tenant shall pay all charges for gas, electricity, water and sewerage services, telephone, cable or satellite television (if the property has these) used by the tenant at the property.
- 8.2 The tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.
- 8.3 Where the tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the tenant shall pay the costs associated with reconnecting or resuming those services.
- 8.4 The tenant shall pay for a television licence for the property if a licence is required.
- 8.5 The tenant shall pay the council tax for the property.
- 8.6 If any of the costs in this clause are payable in relation to the Property together with other property, the tenant shall pay a fair proportion of all those costs.

## **9. Landlord's covenants**

- 9.1 The landlord shall provide the tenant with suitable means of access to and egress from the property.
- 9.2 The landlord shall insure the property and contents to their full value against loss or damage by the insured risks and shall provide a copy of the insurance cover to the tenant if requested. The landlord's insurance does not cover the tenant's possessions. The tenant is advised to insure his own possessions with a reputable insurer.
- 9.3 The landlord shall make good any damage caused by an insured risk, unless the damage was caused by the wilful actions, negligence or default of the tenant.

- 9.4 The landlord shall allow the tenant quiet enjoyment of the property without any interruption by the landlord.
- 9.5 In accordance with section 11 of the LTA 1985, the landlord shall:
- a) keep in repair the structure and exterior of the property (including drains, external pipes, gutters and external windows);
  - b) 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 making use of the supply of water, gas or electricity); and
  - c) keep in repair and proper working order the installations in the property for space heating and heating water.
- 9.6 The landlord shall not be required to:
- a) carry out any works or repairs for which the tenant is liable by virtue of this agreement; or
  - b) keep in repair or maintain anything which the tenant is entitled to remove from the property.
- 9.7 The landlord shall keep in repair the cooker, washing machine, tumble dryer, fridge, freezer and dishwasher (if these appliances are at the property and provided by the landlord).

## **10. Default by the tenant**

- 10.1 The landlord reserves the right to re-enter the property if:
- a) the rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
  - b) the tenant is declared bankrupt under the Insolvency Act 1986;
  - c) the tenant has breached the agreement; or
  - d) any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply.
  - e) This clause 12.1 does not affect any rights of the tenant under the Protection from Eviction Act 1977. The landlord cannot evict the tenant without a court having first made an order for possession.
- 10.2 If the landlord re-enters the property pursuant to this clause, then the tenancy shall immediately end. Any right or remedy of the landlord in respect of any breach of the terms of this agreement by the tenant will remain in force.
- 10.3 If the tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the tenant shall pay any reasonable costs properly incurred by the landlord in remedying such breaches or in connection with the enforcement of those obligations.

## **11. Landlord's right to enter the property and to display signs**

- 11.1 The landlord reserves the right for the landlord, or any person acting on behalf of the landlord, to enter the property on giving at least 24 hours' prior notice in writing to the tenant:
- a. to inspect the condition and state of repair of the property;
  - b. to carry out the landlord's obligations under this agreement;
  - c. to carry out repairs or alterations to the next door premises;
  - d. to take gas, electricity or water meter readings;
  - e. for any purpose mentioned in this tenancy or connected with the landlord's interest in the property or any other property; and
  - f. to show prospective tenants or purchasers around the property.
- 11.2 The landlord has the right to retain a set of keys to the property which shall only be used with the prior consent of the tenant (except in an emergency).
- 11.3 The landlord reserves the right to display a for sale or to let sign on the property in the last two months of the tenancy.

## **12. Expiry of the tenancy**

- 12.1 At the end of the fixed term granted by this tenancy, the tenant shall return the property and the contents to the landlord in the condition required by this agreement.
- 12.2 If the landlord allows the tenant to remain in the property after the term has expired then the tenancy shall continue as a contractual periodic tenancy on a monthly basis. To end the periodic tenancy, the tenant shall give the landlord at least one month's notice in writing. The notice must end on the day before the rent is due.
- 12.3 The landlord has the right to recover possession of the property if:
- a) the term has expired;
  - b) the landlord has given two months' notice to the tenant of the landlord's intention to recover possession of the property; and
  - c) at least six months have passed since the date of this agreement.
- 12.4 The tenant shall provide the landlord with a forwarding address once the tenancy has come to an end.
- 12.5 The tenant shall remove all personal possessions from the property once the tenancy has ended. If any of the tenant's personal possessions are left at the property after the tenancy has ended, the tenant will be responsible for meeting all reasonable removal and storage charges. The landlord will remove and store the possessions for a maximum of one month. The landlord will take reasonable steps to notify the tenant at the last known address. If the items are not collected within one month, the landlord may dispose of the items and the tenant will be liable for the reasonable costs of

disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.

### **13. Notices**

- 13.1 Any notice to the landlord sent under or in connection with this agreement shall be deemed to have been properly served if:
- a. sent by first class post to the landlord's agent's address given in clause 13.4;  
or
  - b. left at the landlord's agent's address given in clause 13.4
- 13.2 Any notice sent to the tenant under or in connection with this agreement shall be deemed to have been properly served if:
- a) sent by first class post to the property;
  - b) left at the property; or
  - c) sent to the tenant's e-mail address stated in the parties clause.
- 13.3 If a notice is given in accordance with clause 13.1 or clause 13.2, it shall be deemed to have been received:
- a. if delivered by hand, at the time the notice is left at the proper address;
  - b. if sent by first-class post, on the second working day after posting;
  - b) if sent by fax, at 9.00 am on the next working day after transmission; or
  - a. if sent by e-mail, at 9.00 am on the next working day after sending.
- 13.4 The landlord's address for service is care of Housing Services, Luton Borough Council, Town Hall Extension, Gordon Street, Luton LU1 2BQ.

### **14. Governing law**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This document has been executed and delivered on the date stated at the beginning of it.

SIGNED ON BEHALF OF THE LANDLORD

Signature \_\_\_\_\_

Name (print) \_\_\_\_\_

Post \_\_\_\_\_

Date \_\_\_\_\_

SIGNED BY THE TENANT(S)

Signed \_\_\_\_\_ Dated \_\_\_\_\_

Signed \_\_\_\_\_ Dated \_\_\_\_\_