



# ASSURED SHORTHOLD TENANCY AGREEMENT

## for letting a residential dwelling

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### Important Notes for Tenants

- **This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.**
- **Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually. Where the tenancy is subject to deposit protection then joint tenants may have to nominate a lead tenant to act on their behalf with the Landlord or Tenancy Deposit Scheme provider or their alternative dispute resolution service provider.**
- **If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.**

### General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
3. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
4. Section 11, Landlord and Tenant Act 1985 - these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. This agreement has been drawn up after consideration of the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements.
7. If you accept a tenancy deposit under this tenancy, it must be dealt with in accordance with the statutory rules under sections 212-215 of the Housing Act 2004. Take advice if necessary.

### More Information

For more information on using this tenancy agreement please refer to the 'Letting Information Point' on The Letting Centre website. Website address: [www.letlink.co.uk](http://www.letlink.co.uk)

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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 and shall be an assured shorthold tenancy within the meaning of the Housing Acts

**Date** 24th January 2013

**Landlord(s)** (see app 1) **Mr Joe Bloggs of 1 Buckingham Palace Gate, Leeds, LS1 1AA**

**Landlord's Agent** **Castle Properties (Leeds) Ltd t/a 2View Properties**

**39a Queens Road**

**Hyde Park**

**Leeds**

**LS6 1NY**

*Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address*

**Tenant(s)** (see app 2) **Ashton Kutcher, Mark Zuckerberg, Oprah Winfrey, Bills Gates and Tony Blair**

**Property** The dwelling known as 10 Downing Street, Leeds LS1 1AA

**Contents** The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory (see app 3)

**Term** **For the term of noon 01/07/2013 till noon 01/07/2014**

**Rent** (see app 4) **£ 16,000.00 for the period of one year**

**Payment** in advance by equal payments at the beginning of every calendar quarter (see app 5)

**Deposit** (see app 6) **£ 1250.00**

**Administration fee** **£ 75.00 + VAT per person** payable in advance (see app 7)

- 1 The Landlord lets the Property to the Tenant for the term at the Rent payable as set out above.
- 2 THIS Agreement creates an assured shorthold tenancy within Part 1 Chapter II of the Housing Act 1988. This means that when the Term expires the Landlord can recover possession as set out in section 21 of that Act unless the Landlord gives the Tenant a notice under paragraph 2 of Schedule 2A to that Act stating that the tenancy is no longer as assured shorthold tenancy.
- 3 IF the Property burns down or the Tenant cannot live in it because of fire damage, the Rent will cease to be payable until the Property is rebuilt or repaired so that the Tenant can live there again. Any dispute about whether this clause applies must be submitted to arbitration under Part I of the Arbitration Act 1996 if both parties agree to that in writing after the dispute has arisen.
- 4 The deposit shall be security for the Landlord for (see app 6) -
  - (a) any rent or other sum which may become payable to the Landlord here under
  - (b) the due performance of the Tenant's agreements hereunder
  - (c) any expenses incurred as a result of the Tenant failing to return any of the keys to the Landlord
  - (d) The deposit shall be security of the Landlord for the due performance of the Tenant's agreements and obligations hereunder and is returnable after the expiry of the contract, only after the nature and amount of any deductions have been fully determined by the Landlord.
  - (e) The deposit shall be provided for within a tenancy deposit protection scheme as per section 213 of the Housing Act 2004 and relevant statutory instruments relating thereof.
5. The Tenant agrees with the Landlord -
  - (a) To pay the Rent as set out above
  - (b)
    - (i) To pay any council tax which the Tenant is obliged to pay under the Local Government Finance Act 1992 or any regulations under that Act
    - (ii) To pay to the Landlord the amount of any council tax which, while the tenancy continues, the Landlord becomes obliged to pay under that Act or those Regulations for any part of the period of the tenancy because the Tenant ceases to live at the Property

- (c) Unless expressly agreed otherwise, to pay for all gas, electricity, water and sewerage services, and telephone, internet and TV services supplied to the Property during the tenancy, including any taxes, rental costs or service charges (unless let in part or full under an all inclusive package, in which case 2View Properties will be responsible for necessary payments). Where necessary, the sums demanded by the service provider will be apportioned according to the duration of the tenancy. The sums covered by this clause including standing charges or similar charges and VAT as well as charges for actual consumption.
- (d) To keep the interior of the Property, the internal decorations and the Fixtures, Furniture and Effects in good repair and condition (except for damage caused by accidental fire and except for anything which the Landlord is liable to repair under this Agreement or by law) and to replace if necessary any items of the Fixtures, Furniture and Effects which have been damaged or destroyed. This clause does not oblige the Tenant to put the property into better repair than it was in at the beginning of the tenancy
- (e) To allow the Landlord or the Landlord's agent to enter the Property at reasonable times of the day to inspect its condition and state of repair and conduct any repairs accordingly
- (f) To use the Property as a private-dwelling-house only. This means the Tenant must not carry any profession, trade or business at the Property and must not allow anyone else to do so
- (g) Not to alter or add to the Property or do or allow anyone else to do anything on the Property which the Tenant might reasonably foresee would increase the risk of fire.
- (h) Not to do or allow anyone else to do anything on the Property which may be nuisance to or cause damage or annoyance to the tenants or occupiers of any adjoining premises
- (i) Not to sublet the Property in part or whole (*see app 8*)
- (j) To give the Landlord a copy of any notice given under the Party Wall etc. Act 1996 within seven days of receiving it and not to do anything as a result of the notice unless required to do so by the Landlord. (*see app 9*)
- (k) At the end of the Term or earlier if the tenancy comes to an end more quickly to deliver the Property up to the Landlord in the condition it should be in if the Tenant has performed the Tenant's obligations under this Agreement**
- (l) Not to remove any of the Fixtures, Furniture and Effects from the Property and to leave the Furniture and Effects at the end of the tenancy where they were at the beginning
- (m) At any reasonable times during the tenancy to allow the Landlord or the Landlord's agents to enter and view the Property with prospective tenants. (*see app 10*)
- (n) On the day of expiry of this contract, the tenant agrees to handover vacant possession of the property to the Landlord (or his agent), including all sets of keys, by 12 noon.**
- (o) It is the tenants exclusive responsibility to ensure that the contract for the supply of gas or electricity or any other service to the property are entered into with the concerned supplying authority in advance so that the supply of these is ensured at the beginning of the tenancy.**
- (p) To check and sign the inventory making such amendments as necessary to ensure the accuracy thereof and to return the signed inventory to the Landlord or their Agent within 7 calendar days of occupying the Premises otherwise the inventory will be deemed to be accurate and in the event of such amendments being made the Landlord or their Agent shall have the right within 7 calendar days of receipt of said amendments to enter upon the premises for the purpose of verification or rectification. (*see app 3*)

6. IF the Tenant -

- (a) is at least fourteen days late in paying the Rent or any part of it, whether or not the Rent has been
- (b) has broken any of the terms of this Agreement then subject to any statutory provisions, the landlord may recover possession of the Property and the tenancy will come to an end. Any other

(Note: The Landlord cannot recover possession without an order of the court under the Housing Act 1988 Except in certain cases set out in the Act of substantial arrears of rent the court has a discretion whether or not to make an order and is likely to take account of whether unpaid rent has later been paid or a breach of the terms of the tenancy has been made good. Note: This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.)

7. THE Landlord agrees with the Tenant -

- (a) That the Tenant has the right to possess and enjoy the Property during the tenancy without any interruption from the Landlord or any person claiming through or in trust for the Landlord. But:
  - (i) this clause does not limit any of the rights under this Agreement which Tenant has agreed
  - (ii) this clause does not prevent the Landlord from taking lawful steps to enforce his rights against the Tenant if the Tenant breaks any of the terms of this Agreement
- (b) To pay all charges in respect of the Property except those which by the terms of this Agreement the Tenant has expressly agreed to pay and to pay to the Tenant the amount of any such charge which another person has compelled the Tenant to pay.

8. SPECIAL TENANCY CONDITIONS -

- (a) The Tenant will not fit or change, any lock in the property.
- (b) The Tenant will ensure that the property will be safeguarded against any frozen pipes during a period of prolonged property vacancy. *(see app 11)*
- (c) The Tenant will inform the Landlord (or the Landlord's agent) if there are vermin in the property or if any repairs are required to the property or the fixtures and fittings.
- (d) The Landlord undertakes to keep in repair the structure and exterior of the property including gutters and external pipes and keep in repair and proper working order installation for the supply of water, gas, electricity and for space heating and heating water. The Landlord is not obliged to repair until the tenant has given notice of the defect and the tenant is obliged to take proper care of the Property and to small jobs which a reasonable tenant would do. Sanitary and bath conveniences have been checked and tested to be free of any blockages at the beginning of the tenancy, therefore, any blockages caused during the tenancy will be deemed the Tenant's responsibility and consequently the Tenant will have to pay for the cost of having the blockage cleared.
- (e) Unless expressly agreed otherwise cheques will not be an acceptable form of payment. *(see app 5)*
- (f) Notwithstanding Subsection (e), and without prejudice to other legal remedies that the Landlord may have, the Tenant will pay a £50.00 charge for any cheques issued by the Tenant and returned unpaid by the bank and pay a £50.00 charge for any cheque represented.
- (g) The responsibility for payment of total rent lies jointly and severally with all persons named as the Tenant.** *(see app 2)*
- (h) The Landlord shall not be responsible for any damages or loss to any belongings of the Tenant
- (i) All the mains services are connected to the property. However, it is the responsibility of the Tenant to ensure that any service disconnected due to the default of a previous Tenant is reconnected in their name. The Landlord does not accept any liability for disconnection of any service to the property at any time.
- (j) No internal locks to any rooms shall be installed by the Tenant.
- (k) The Tenant agrees to keep the cellar clean at all times and not to store any rubbish therein.
- (l) If in the Landlord's opinion the state of cleanliness or general condition of the Premises at anytime during the tenure of the tenancy would jeopardise the future letting of the property the Landlord shall have the same brought up to normal cleaning standards and recover the cost thereof from the Tenant.

- (m) The Tenant agrees to permit the Landlord to carry out any works of repairs, improvements etc. to the property that may be necessary or that may be ordered by the Local Authority during the tenancy, giving appropriate notice.
- (n) A charge of £25.00 shall be payable by the Tenant each time the Tenant calls the Landlord to mend any electric fuses, re-light the pilot light on gas appliances or other such common domestic tasks.
- (o) The Tenant will not keep animals or birds or other pets in the property.**
- (p) The Landlord shall not be responsible for breakage of any glass unless it can be proved that the damage was caused maliciously by producing a crime number for the crime.
- (q) The Tenant will keep the property in a clean and tidy condition at all times. This includes cleaning of windows, both internally as well as externally.
- (r) The Tenant will not, tamper or interfere with or make alterations or additions to the electrical, gas, plumbing or heating systems meters or installations in the property.
- (s) The tenant will be responsible to maintain the garden and yards in a clean and tidy condition inc. cutting of grass and shaping of hedges, but not to lop, cut down or damage any trees. Any breach of this condition will entitle the landlord to carry out the necessary works and recover the cost thereof from the tenant.
- (t) The tenant will be responsible to fix or change any light bulbs or fluorescent tubes required during the tenancy unless the bulbs are prohibitively expensive, beyond the safe reach of the tenant or where it would be unreasonable to expect replacement on the part of the tenant.
- (u) The landlord does not accept any liability for any loss or damage to food in a fridge or freezer due to breakdown of, or loss of power to, the appliance.
- (v) In the event of a break-in into a property with a security gate, if it is concluded that the security gate was left open, the tenants will be charged for the damages.
- (w) The conditions applied to subsection (v) will also be deemed applicable where a property was left unlocked due to the tenant's negligence.
- (x) Where the tenant(s) leave belongings within the property after the date and time of expiry of the tenancy agreement it will be deemed abandoned property unless express instructions have been left to the contrary. Charges shall be applied at the current market rate for collection and storage of said belongings.

## 9. Schedule of Charges -

The tenant agrees to the following charges:

(a)	Outstanding rent reminder after 7 days of rent due date	£ 25.00
(b)	Should the rent be outstanding for more than 14 days court proceedings may be issued against the Tenants (from)	£ 100.00
(c)	Call out due to lost keys or being locked out:	
	Between 10:00am - 6:00pm	£ 50.00
	Between 6:00pm - 10:00am	£ 100.00
(d)	Contract amendments	£ 75.00

## DEFINITIONS

- (1) "The Landlord" includes the successors to the original landlord
- (2) "The Tenant" includes the successors to the original tenant
- (3) "The Property" includes any part of the Property or the Fixtures, Furniture and Effects
- (4) All figures subject to VAT and any other taxes where applicable

NOTICE OF LANDLORD'S ADDRESS

The Landlord notifies the Tenant that the Tenant may serve notices (including notices in proceedings) on the Landlord at the following address:

Castle Properties (Leeds) Ltd, t/a 2View Properties, 39a Queens Road, Leeds LS6 1NY

(This notice is given under section 48 of the Landlord and Tenant Act 1987. The address must be in England or Wales.)

AS WITNESS, the parties on the date specified above

SIGNED (by the Landlord or the Landlord's agent) .....

SIGNED below (by the Tenant(s))

**Ashton Kutcher,**

**Mark Zuckerberg,**

**Oprah Winfrey,**

**Bills Gates,**

**Tony Blair**