



Avallenau House
Merlins Bridge
Haverfordwest
Pembs, SA61 1XN
01437 772235
mail@popularmove.co.uk
popularmove.co.uk

**This is a draft copy of tenancy agreement
to be used as an example only.**

ASSURED SHORTHOLD TENANCY AGREEMENT

Relating to **Example Property, Haverfordwest SA61 1XN**

between

THE LANDLORD and THE TENANT and [THE GUARANTOR]

1. Interpretation
2. Grant of the tenancy
3. Contents
4. Rent
5. Deposit
6. Tenancy Deposit Scheme arrangements
7. Use of Property
8. Assignment or subletting
9. Repairs and alterations
10. Utilities and outgoings
11. Landlord's covenants
12. Default by the Tenant
13. Guarantee and indemnity
14. Reservation of Landlord's right to enter the Property
15. Expiry of the Tenancy
16. Notices
17. Governing law

THIS AGREEMENT is dated 01 January 2014

PARTIES

- (1) **Landlord(s):** Mr & Mrs Landlord of Landlords Address, SA61 1XN
Daytime: 01437 123456
Mobile:

- (2) **Tenant(s).**Mr & Mrs Tenant of Tenants Previous Address,
Mobile: 07777 123456

- (3) **(Guarantor).** of

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Agent: Popular Move, Avallenau House, Merlins Bridge, Haverfordwest, Sa61 1XN
01437 772235, mail@popularmve.co.uk

Contents: the furniture, furnishings and any other items set out in the Inventory.

HA 1988: Housing Act 1988.

HA 1996: Housing Act 1996.

HA 2004: Housing Act 2004.

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: the list of Contents attached to this agreement and signed by the parties.

LPA 1925: Law of Property Act 1925.

LTA 1985: Landlord and Tenant Act 1985.

LTA 1987: Landlord and Tenant Act 1987.

Property: Example Property, Haverfordwest, SA61 1XN

Rent & Payment date: £500.00 (Five Hundred Pounds) per Month clear of all deductions for every calendar month of the term payable into Bank A/c on or before the due date.

DPS: Deposit Protection Scheme

Term: a fixed term of 6 Months from 01 January 2014.

Deposit: £500.00 (Five Hundred Pounds)

First Rent Payment Date: 01 January 2014.

Working Day: A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England/Wales.

- 1.2 Clause headings do 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 Words in the singular include the plural and vice versa.
- 1.5 A reference to one gender includes a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to an agreement is a reference to this agreement.
- 1.8 A reference to writing or written includes faxes and e-mail.
- 1.9 Any reference to Tenancy refers to the tenancy created under this agreement.
- 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 in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.12 References to clauses are to the clauses of this agreement.
- 1.13 Unless otherwise expressly provided, the obligations and liabilities of the parties under this agreement are joint and several.
- 1.14 [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 At the request of the Guarantor, The Landlord lets the Property to the Tenant for the Term.
- 2.2 This agreement creates an assured shorthold tenancy under Part I Chapter II of the HA 1988, which means that once the Tenancy has expired the Landlord is entitled to recover possession under section 21 of the HA 1988, unless the Landlord has served a notice on the Tenant at the start of, or during the Tenancy, stating that it is not an assured shorthold tenancy.
- 2.3 Where the Landlord fails to comply with the DPS requirements the Landlord shall be prevented from recovering possession of the Property using the accelerated possession procedure under section 21 of the HA 1988

3. **CONTENTS**

- 3.1 The Tenant shall keep the Contents in good 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.
- 3.2 The Landlord and Tenant consent to the use of the Inventory as evidence in any dispute arising in connection with the Deposit if the dispute is referred to an adjudicator according to the DPS in which the Deposit is held.

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. DEPOSIT

- 5.1 The Landlord acknowledges receipt of the Deposit from the Tenant.
- 5.2 At the end of the Tenancy, the Landlord shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:
- (a) make good any damage to the Property or the Contents (except for fair wear and tear);
 - (b) replace any of the Contents which may be missing from the Property;
 - (c) pay any accounts for utilities, Council tax charges or any other taxes or accounts for which the Tenant may be liable, which remain unpaid;
 - (d) pay any Rent which remains unpaid; and
 - (e) pay for the Property and the Contents to be cleaned if the Tenant is in breach of its obligations under clause 3.1

6. TENANCY DEPOSIT SCHEME ARRANGEMENTS

- 6.1 Within 14 days of receiving the Deposit the Landlord shall inform the Tenant of the DPS being used and give details of the DPS as required under the membership rules of the DPS.
- 6.2 The Landlord has provided the Prescribed Information.
- 6.3 The Landlord agrees that the Deposit shall be held in accordance with the rules of the DPS.
- 6.4 The Landlord and Tenant agree that any interest accrued from the Deposit shall be paid to the [Tenant] OR [Landlord] OR [Agent] OR [relevant person, as defined in section 213(10) of the HA 2004]
- 6.5 The Landlord shall inform the Tenant within ten Working Days of the Tenancy ending if the Landlord intends to withhold all or part of the Deposit as detailed in clause 5.
- 6.6 [Within ten Working Days from the end of the tenancy, the Landlord shall inform the Scheme Administrator that the Deposit is to be repaid in the sums agreed between the Landlord and Tenant.]

7. USE OF PROPERTY

- 7.1 The Tenant shall only use the Property as a private dwelling house, for the use of the Tenant and the Tenant's immediate family.
- 7.2 The Tenant shall not use the Property for the purposes of conducting a business.
- 7.3 The Tenant shall not keep any pets or any other animals on or in the Property [without the prior written consent of the Landlord].
- 7.4 The Tenant shall not do anything to or on the Property that:
- (a) causes a nuisance or annoyance to occupiers of adjoining or neighbouring properties; or
 - (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 11.2.

7.5 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.

8. **ASSIGNMENT OR SUBLETTING**

The Tenant shall not assign, sublet, part with or share possession or occupation of the Property or any part of the Property [without the prior consent of the Landlord (such consent not to be unreasonably withheld)].

9. **REPAIRS AND ALTERATIONS**

9.1 The Tenant shall keep the interior of the Property (including any doors, windows and skylights) clean, tidy and in good repair and condition.

9.2 Subject to section 11 of the LTA 1985, the Tenant shall keep the drains, gutters and pipes of the Property clear from obstruction.

9.3 The Tenant shall not make any alteration, addition, or redecorate the Property [without the prior consent of the Landlord (such consent not to be unreasonably withheld)].

10. **UTILITIES AND OUTGOINGS**

10.1 The Tenant shall pay all costs in connection with the supply and removal of gas, electricity, water, sewerage, telecommunications, data and other services and utilities to and from the Property.

10.2 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.

10.3 The Tenant shall pay all taxes relating to the Property including Council tax.

10.4 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.

11. **LANDLORD'S COVENANTS**

11.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Property.

11.2 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.

11.3 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.

11.4 The Landlord shall allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord.

11.5 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, gutters and external pipes);

(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.

11.6 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.

12. **DEFAULT BY THE TENANT**

12.1 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.

12.2 If the Landlord re-enters the Property pursuant to this clause, then the Tenancy shall immediately end, without prejudice to any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant.

12.3 If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall pay any reasonable costs incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

13. **GUARANTEE AND INDEMNITY**

13.1 The Guarantor guarantees to the Landlord that the Tenant shall pay the Rent and observe and perform the tenant covenants of this agreement and that if the Tenant fails to pay the Rent or to observe or perform any of the tenant covenants, the Guarantor shall pay or observe and perform them.

13.2 The Guarantor covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure by the Tenant to pay the Rent or any failure to observe or perform any of the tenant covenants of this agreement.

13.3 The liability of the Guarantor under clause 13.1 and clause 13.2 shall continue until the Tenancy comes to an end and the Tenant is released from the tenant covenants of this agreement.

13.4 The liability of the Guarantor shall not be affected by:

- (a) any time or indulgence granted by the Landlord to the Tenant; or
- (b) any delay or forbearance by the Landlord in enforcing the payment of the Rent or the observance or performance of any of the tenant covenants of this agreement or in making any demand in respect of them; or
- (c) the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rent or to observe or perform the tenant covenants of this agreement; or
- (d) [the Landlord taking any action or refraining from taking any action in connection with the Deposit; or]
- (e) the Tenant dying or becoming incapable of managing its affairs.

14. **RESERVATION OF LANDLORD'S RIGHT TO ENTER THE PROPERTY**

- 14.1 The Landlord reserves the right to enter the Property on giving not less than 24 hours' prior notice 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 take gas, electricity or water meter readings; and
 - (d) in the last month of the Tenancy, to show prospective tenants around the Property.

14.2 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.

15. **EXPIRY OF THE TENANCY**

- 15.1 At the end of the Tenancy, the Tenant shall return the Property and the Contents to the Landlord in the condition required by this agreement.
- 15.2 If the Tenant stays in the Property after the Tenancy has expired then a statutory periodic tenancy shall arise on a monthly basis.
- 15.3 The Landlord has the right to recover possession of the Property if the Tenancy has come to an end and the Landlord has given two months' notice to the Tenant of the Landlord's intention to recover possession of the Property, and at least six months have passed since the date of this agreement.
- 15.4 The Tenant shall provide the Landlord with a forwarding address once the Tenancy has come to an end.
- 15.5 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 Landlord has the right to dispose of the Tenant's possessions after making reasonable attempts to contact the Tenant at the forwarding address provided.

16. **NOTICES**

- 16.1 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 address given in clause 16.5; or
 - (b) left at the Landlord's address given in clause 16.5; or
 - (c) sent to the Landlord's fax number or e-mail address stated in the Parties clause.
- 16.2 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 Tenant's address stated in the Parties clause; or
 - (b) left at the Tenant's address stated in the Parties clause; or
 - c) sent to the Tenant's fax number or e-mail address stated in the Parties clause.
- 16.3 [Any notice sent to the Guarantor under or in connection with this agreement shall be deemed to have been properly served if:
- (a) sent by first class post to the Guarantor's address stated in the Parties clause; or
 - (b) left at the Guarantor's address stated in the Parties clause; or
 - (c) sent to the Guarantor's fax number or e-mail address stated in the Parties clause.]
- 16.4 Any notice sent by first class post shall be deemed to have been received the day after it was sent.

16.5 For the purposes of section 48 of the LTA 1987, the Landlord's address for service is Popular Move, Avallenau House, Merlins Bridge, Haverfordwest, SA61 1XN

17. **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 agreement has been entered into on the date stated at the beginning of it.

Signed by LANDLORD / AGENT:

Signed by TENANT(S):

Signed by GUARANTOR:

Signed by WITNESS:

DO NOT COPY