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## ASSURED SHORTHOLD TENANCY AGREEMENT

**Dated This:** \_\_\_\_\_

**The Property:** \_\_\_\_\_ (Room - if applicable) \_\_\_\_\_ (Address)  
(hereinafter called "the Property")

The Tenant is entitled, in common with the Landlord and other occupiers of the Property and in compliance with any reasonable regulations made by the Landlord, to use the following other parts of the building: communal areas including sitting rooms, kitchens, bathrooms, WCs, halls, stairs, passages

**The Landlord:** **Executive Living Ltd**  
(hereinafter called "the Landlord")

**33 Sir Alfred Munnings Road, Costessey, Norwich, Norfolk NR8 5EE**

**The Tenant:** \_\_\_\_\_  
(hereinafter called "the tenant")  
The Tenant is referred to as "he" or "his" as appropriate in this agreement, even if the Tenant is female or the Tenant consists of more than one person. Where the Tenant consists of more than one person, they will all have joint and several liability under this agreement (this means that they will each be liable for all sums due under this agreement, not just liable for a proportionate part).

**The Term:** \_\_\_\_\_ months

**Period:** \_\_\_\_\_ to \_\_\_\_\_

If the Tenant does not leave at the end of the fixed term, the tenancy will then continue, still subject to the terms and conditions set out in this agreement, from month to month from the end of the fixed term until either the Tenant gives notice in writing at least one calendar month prior of his intention to terminate the tenancy created by this Agreement, the said notice to expire at the end of a tenancy period and as set out in clauses 5 and 6 below, or the Landlord serves on the Tenant a notice under Section 21 of the Housing Act 1988, or a new form of Agreement is entered into, or this Agreement is ended by consent or a court order.

**The Rent:** £\_\_\_\_\_.00 per calendar month

the first payment to be made on the signing of this agreement, all subsequent payments to be made monthly thereafter **in advance on the day of the month**, by way of standing order into the Landlord's bank, details of which have been provided to the Tenant.

**The Deposit:** £\_\_\_\_\_.00

The deposit will be held as security against the failure by the Tenant to make good on demand by the Landlord and at the Tenant's expense any damage by the Tenant to the Property or to any Fixtures, Fittings, Furnishings and Effects and as security against unpaid gas, electricity, water, telephone charges, cable television, satellite television, internet access or any sum repayable by the Landlord to the Local Authority in respect of Housing Benefit and any other payment due from the Tenant or against any expense or other nuisance occasioned to the Landlord by the failure of the Tenant to behave in a tenant-like manner or to observe the Special General Terms and Conditions of this Agreement and/or due in respect of any breach by the Tenant of his obligations under this agreement. See also clause 4 below.

**The Inventory:** The list of the Landlord's possessions at the Property which has been signed by the Landlord and the Tenant, a copy of which is annexed to this agreement.

THIS ASSURED SHORTHOLD TENANCY AGREEMENT comprises the terms and particulars detailed above and the terms and conditions set out below.

### Terms and Conditions

1. This Agreement is intended to create an Assured Shorthold Tenancy as defined in the Housing Act 1988 (as amended) and the provisions for the recovery of possession by the Landlord in that Act shall apply.

**2. The Tenant will:**

**2.1.** Pay the rent at the times and in the manner set out above with the following reference information: Surname, Property Number or Name, Room Number or Name. Where space is limited Surname takes precedence over Property Number or Name and Property Number or Name takes precedence over Room Number or Name, in whole or in part. All reasonable costs incurred by the Landlord in resolving any non-referenced rents are to be paid by the tenant.

**2.2.** Pay interest at the rate of 4% per annum above the Santander UK PLC's base rate on any rent or other money lawfully due from the Tenant which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until payment

**2.3.** Pay promptly to the authorities to whom they are due all council tax, and all outgoings (including water charges, gas, electricity, telephone and other similar charges) including any similar outgoings or charges imposed after the date of this Agreement which relate to the Tenants use and occupation of the Property, and pay the costs of any re-connection fee for services if they are disconnected due to the Tenant's failure to comply with this clause. 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 include standing charges or other similar charges and VAT as well as charges for actual consumption.

- 2.4. Not change the supplier or provider of any of the services to the property without the written consent of the Landlord (which will not be withheld or delayed unreasonably)
- 2.5. Not to have a water meter fitted where one is not already installed
- 2.6. Not make any alteration or addition to or do any redecoration or painting of the Property without the Landlord's prior written consent (consent not to be withheld or delayed unreasonably) including adding any temporary or permanent fixings to walls, floors or ceilings. For the avoidance of doubt this includes any pictures, prints or paintings fixed temporarily or permanently.
- 2.7. Keep the contents of the Property (whether itemised on the inventory or not) and the interior of the Property in a good and clean state and condition and not damage or injure the Property or its contents (fair wear and tear excepted). For the avoidance of doubt it is specifically agreed that the Tenant will be responsible for all and any damage (excluding fair wear and tear) caused by any persons permitted by the tenant to sleep in, reside at or visit the property
- 2.8. Not to bring into the Property any of the Tenant's own Fixtures, Fittings or Furnishings except with the Landlord's prior consent in writing. No furniture shall be introduced into the property that does not comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended)
- 2.9. To leave the Fixtures, Fittings, Furnishings and Effects at the expiry of the Tenancy in the same places in the Property in which they were at the grant of the Tenancy.
- 2.10. Take reasonable care to keep any common entrances, halls, stairways, lifts, passage ways and any other common parts clean and fit for use by the Tenant and other occupiers and visitors to the Property.
- 2.11. Not to use or permit the use of the common entrance hall otherwise than for quiet and peaceful entry to the Property
- 2.12. To remove forthwith upon being so required by the Landlord any object of or obstruction by the Tenant in the common entrance hall or common areas and to pay to the Landlord on demand the cost incurred by him in removing and if appropriate storing the same which removal and storage is expressly hereby authorised and which shall be entirely at the Tenant's risk.
- 2.13. To pay the cost of making good any damage at any time done by the Tenant or his or their servants agents or visitors to any part of the Property or the common parts or to the Landlord's fixtures, fittings or to the passages landings stairs or entrance halls thereof or to the person or property of the occupier of any other part of the Property by the carrying in or removal of furniture or other goods to or from the Property or otherwise howsoever
- 2.14. Advise the Landlord promptly of any disrepair or defect or act of vandalism in respect of the Property or the fixtures, fittings or furnishings and any failure of mechanical or electrical appliances. The Landlord shall repair any damage to the Property or repair or replace any defective fixtures, fittings, furnishings or appliances within a reasonable period of time after being notified by the Tenant, unless the matter is not something for which the Landlord is liable.
- 2.15. Advise the Landlord promptly of any notice or order made affecting the Property
- 2.16. Not to cause blockage or obstruction to the drains and pipes gutters and channels in or about the property, and to take all reasonable steps to prevent any part of the water draining and heating systems becoming frozen during the winter months. The Tenant to pay (so far as is reasonable) for all losses suffered by the Landlord and any neighbours as a result of the Tenants' failure to comply with this covenant
- 2.17. Not use any form of heating other than the heating system provided without the Landlord's prior written consent (not to be unreasonably delayed or withheld), and in particular not use any oil or calor gas fires.
- 2.18. Maintain the garden (if any) and keep neat and tidy and free from weeds
- 2.19. Keep clean the windows of the Premises and replace all broken glass
- 2.20. Purchase at the Tenant's expense the appropriate television broadcast receiving licence in respect of any television receiver at the Premises and ensure at all times during the tenancy that there is a current valid television receiving licence in force in respect of each and every television set on the Premises whether belonging to the Landlord or the Tenant or hire company and should the Tenant have a hired television receiver arrange for its return to the hirer at the end of the term
- 2.21. Be responsible for arranging and paying the premiums for any insurance cover in respect of the Tenants own personal possessions
- 2.22. Not leave the Property vacant for more than 30 consecutive days without notifying the Landlord, either in advance or, in the case of emergency, as soon as possible, and securing the Property properly when leaving it unattended
- 2.23. Not do anything on or at the Property which (a) may be or become a nuisance or annoyance to any other occupiers of the Property or owners or occupiers of adjoining or nearby premises and/or (b) is illegal or immoral and/or (c) may in any way affect the validity of the insurance of the Property and its contents or cause an increase in the premium payable by the Landlord. The Tenant to pay (so far as is reasonable) for all losses suffered by the Landlord as a result of the Tenants' failure to comply with this covenant.
- 2.24. Indemnify and hold harmless the Landlord and the Landlord's Agent against all costs and expenses howsoever arising from any breach on the part of the Tenant of the Agreement
- 2.25. At all times when not in use to keep shut the entrance door to the Property (if any) and between the hours of eleven p.m. and eight a.m. to ensure that no noise is made in any part of the Property and in particular between such hours to ensure that the main entrance door to the Property (if any) is closed as quietly as possible and that no disturbance or annoyance is caused to the occupiers of other parts of the Property.
- 2.26. Not any time or times so as to cause any nuisance or noise to any of the occupiers of the remainder of the Property or of any adjoining or neighbouring premises to play or use or permit the playing or use of musical instruments, television, radio, loud speaker or mechanical or other noise
- 2.27. Not allow or keep any pet or any kind of animal at the Property without the Landlords prior consent (which will not be withheld or delayed unreasonably)
- 2.28. Not to smoke cigarettes, cigars, pipes or any other similar forms of smoking or smoking apparatus within the premises, the building or any part of the premises or building, nor allow any guest or invitee to do so
- 2.29. Not to hang or expose in or upon any part of the Property so as to be visible from the outside any clothes or washing of any description or any other articles nor to place outside the Property any flower box pot or any like object nor to shake any mats brooms or other articles inside any part of the Property or out of the windows of the Property.

- 2.30.** Not to take into, use or keep in, the Property any heater or like object which requires paraffin or other inflammable liquid or gaseous fuel, and not to burn candles in the property
- 2.31.** Not to erect any external wireless or television aerial or satellite dish without the Landlord's permission.
- 2.32.** Not to leave or park or permit to be left or parked so as to cause any obstruction in or on any approach roads or passageways adjacent or leading to the Property any motor car motor cycle bicycle perambulator or other vehicle belonging to or used by the Tenant or by any of their friends servants or visitors and to observe all requests made by the Landlord from time to time relating to the parking of such vehicles.
- 2.33.** No washing machine in the Property shall be operated and, in particular, shall not be left to operate by itself automatically, unless the Tenant is present at all times in the Property during such operation. The Tenant shall expressly be held solely and fully responsible for any damage caused to the Property or anything therein caused as a result of such operation by the Tenant in breach of the provisions of this Clause.
- 2.34.** With the exception of pilot lights on gas-operated water heaters (and not on gas cookers) and electrically operated clocks and such other items as are designed for continuous operation, all gas and electrical equipment shall be turned off at all times when the Tenant is not in the Property, and the Tenant shall be solely and fully responsible for any damage to the Property and all Fixtures, Fittings, Furnishings and Effects therein caused as a result of the breach of this Clause.
- 2.35.** The Tenant shall not introduce into the property any gas or electrical appliance without the prior written consent of the Landlord. The Tenant shall produce to the Landlord a gas safety certificate or electrical safety certificate for any such appliance.
- 2.36.** To keep all electric lights in good working order and in particular to replace all fuses, bulbs, fluorescent tubes and starters as and when necessary.
- 2.37.** Use the Property as a private residence only. This means the Tenant must not carry out any profession, trade or business at the Property and must not allow anyone else to do so
- 2.38.** Not assign, sublet, charge or part with or share possession or occupation of the Property (but see clauses 5 and 6 below)
- 2.39.** Pay the Landlord's reasonable costs and expenses reasonably incurred as a result of any breaches by the Tenant of his obligations under this Agreement
- 2.40.** Allow the Landlord or anyone with the Landlord's written permission to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and utility inspections, or during the last two months of the term, permit the Landlord or the Landlord's employees or agents to enter the Premises (at all reasonable times on previous notice being given to the Tenant) or grant access to the Landlord or the Landlord's Agents with or without any prospective purchaser or tenant to enter upon and view the Premises (but in any time in case of emergency)
- 2.41.** During the month prior to the last month of the fixed term (and not later than seven days before the said prior month), tell the Landlord whether he intends to leave at the end of the fixed term or whether he intends to stay in the Property. See Clause 6 below.
- 2.42.** Before vacating the property, if appropriate, inform all utility companies and arrange for final meter readings. If the Property has had unpaid debts or court judgements due from the Tenant registered against it the Tenant shall do what is necessary to ensure that these no are longer registered against the Property. The Tenant shall be responsible for the Landlords reasonable costs incurred as a result of the Tenants failure to comply with this clause.
- 2.43.** Yield up the Property by latest 3pm (15:00 hours) and its contents at the end of the Term in the same clean state and condition it/they was/were in at the beginning of the Term, with the landlords furniture and effects and all items on the inventory (if any) in the same rooms that they were at the start of tenancy. However the Tenant will not be responsible for fair wear and tear caused during normal use of the Property and its contents or for any damage covered by and recoverable under the insurance policy effected by the Landlord
- 2.44.** Provide the Landlord with a forwarding address when the tenancy comes to an end and agrees that the forwarding address may be passed on to any and all legitimate bodies that may have an interest in receiving this information
- 2.45.** Will remove all rubbish and all personal items (including the Tenants own furniture and equipment) from the Property before leaving
- 2.46.** Indemnify and hold harmless the Landlord and the Landlord's Agent against all costs and expenses howsoever arising from any breach on the part of the Tenant of the Agreement
- 2.47.** Allow the Landlord to take a digital photograph to be held in digital and hard copy forms for the use by the Landlord, Landlord Agents or third parties in checking references, next of kin contact, debt collection and in the day to day operations of the Tenancy or outside of the Tenancy if contact is required
- 2.48.** You must not tamper with any fire precautions
- 2.49.** Defrost the fridge and/or freezer when necessary. You will be responsible for the reasonable cost of making good any damage that is caused because you have not done this
- 2.50.** If you give notice to leave the property before this agreement has ended, you must pay our reasonable costs for reletting the property as well as paying the rent until a new tenant moves in
- 2.51.** Pay the Landlord's reasonable costs for sending reminder letters. These will be £15 for each letter
- 2.52.** Pay the Landlord's reasonable costs for any cheques that do not clear. These will be £30 each time a cheque does not clear
- 2.53.** Where bills are included ensure that fair usage is made of all utilities and services whether in single, joint or shared accommodation and where there is not fair usage, abuse or misuse pay to the Landlord what the Landlord deems to be reasonable costs

### **3. The Landlord will:**

- 3.1.** Allow the Tenant peaceably to hold and enjoy the Property during the term without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord, subject to the Landlord's right to take any lawful steps to enforce his rights against the Tenant if the Tenant breaks any of the terms of this Agreement
- 3.2.** Insure the Property and the items listed on the Inventory (if any) and use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible.
- 3.3.** Arrange for the Tenants Deposit (if any) to be protected by an authorised Tenancy Deposit Scheme in accordance with the provisions of the Housing Act 2004 within 14 days of receipt, and comply with the rules of the Tenancy Deposit Scheme at all times.

- 3.4.** Keep in repair the structure and exterior of the Property (including drains gutters and external pipes) and keep in repair and proper working order the installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences) and for space heating and heating water, save that the Landlord will not be required to carry out works for which the Tenant is responsible by virtue of his duty to use the Property in a tenant-like manner or reinstate the Property in the case of damage or destruction if the insurers refuse to pay out the insurance money due to anything the Tenant has done or failed to do or to rebuild or reinstate the Property in the case of destruction or damage of the Property by a risk not covered by the policy of insurance effected by the Landlord
- 3.5.** If the property is a flat or maisonette within a larger building then the Landlord will be under similar obligations for the rest of the building but only insofar as any disrepair will affect the Tenants enjoyment of the Property and insofar as the Landlord is legally entitled to enter the relevant part of the larger building and carry out the required works or repairs

#### **4. The Deposit**

- 4.1.** Will be held in accordance with the Tenancy Deposit Scheme Rules as issued by the relevant Tenancy Deposit Scheme used.
- 4.2.** No interest will be payable to the Tenant by the Landlord in respect of the Deposit.
- 4.3.** Subject to any relevant provisions of the Tenancy Deposit Scheme Rules, the Landlord shall be entitled to claim from the Deposit the reasonable cost of any repairs or damage to the Property or its contents caused by the Tenant (including any damage caused by the Tenants family and visitors) and for any other financial losses suffered by the Landlord as a result of the Tenants breach of these terms and conditions, provided the sum claimed by the Landlord is reasonably incurred and is reasonable in amount. The Landlord is not entitled to claim in respect of any damage to the Property or its contents which is due to fair wear and tear i.e. which is as a result of the Tenant and his family (if any) living in the property and using it in a reasonable and lawful manner
- 4.4.** The Tenant shall follow the procedures of the relevant tenancy deposit protection scheme to seek recovery of the deposit or to resolve a dispute over recovery of all or part of the deposit.
- 4.5.** Specifically the Tenant hereby agrees not to use any part of the deposit in lieu of rent.
- 4.6.** The Tenant is required to provide a forwarding address, contact number and email address to allow the deposit to be returned.

#### **Ending this Agreement**

- 5.** The Tenant cannot normally end this agreement before the end of the fixed term. However after the first three months of the fixed term, if the Tenant can find a suitable alternative tenant, and provided this alternative tenant is acceptable to the Landlord (the Landlord's approval not to be unreasonably delayed or withheld) the Tenant may give notice to end the tenancy on a date at least one month from the date that such approval is given by the Landlord. On the expiry of such notice, provided that the Tenant pays to the Landlord the reasonable expenses reasonably incurred by the Landlord in granting the necessary approval and in granting any new tenancy to the alternative tenant, the tenancy shall end.
- 6.** If the Tenant stays on after the end of the fixed term, his tenancy will continue but will run from month to month (a "periodic tenancy"). This periodic tenancy can be ended by the Tenant giving at least one month's written notice to the Landlord, the notice to expire at the end of a rental period.
- 7.** If the Tenant does not pay the rent (or any part) within twenty-one days of the due date (whether it has been formally demanded or not) or if the Tenant fails to comply with the Tenant's obligations under this Agreement, or if any of the circumstances mentioned in Grounds 2, 8 or 10 to 15 or 17 of Part II of Schedule 2, and in Schedule 2A, to the Housing Act 1988 arise then the Landlord may, subject to any statutory provisions, recover possession of the Property and the tenancy will come to an end. The Landlord retains all his other rights in respect of the Tenant's obligations under this Agreement. **Note** - if anyone lives at the Property or if the tenancy is an assured tenancy under the Housing Act 1988 the Landlord cannot recover possession of the Property without a court order. This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.

#### **Other terms**

- 8.** The Landlord hereby notifies the Tenant under Section 48 of the Landlord & Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the Landlord at the address stated with the name of the Landlord above
- 9.** The condition of the Property and its contents, whether scheduled or not on the inventory, shall be deemed to be correct and in good serviceable order unless the Landlord is notified to the contrary within three days of occupation or as soon as practicable. Oral notification must be confirmed in writing by the Tenant within seven days.
- 10.** The Tenant shall not be entitled to withhold payment of any rent or any other money due to the Landlord on the ground that a deposit has been paid
- 11.** Any notices or other document, including any court claim forms in legal proceedings, shall be deemed properly served on the Tenant during the tenancy by being left at the Premises or by being sent to the Tenant at the Property by first class post or recorded delivery. Notices shall be deemed served the day after being left at the property or after posting.
- 12.** Any person other than the Tenant who pays all or part of the rent to the Landlord shall be deemed to have paid this as agent for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.
- 13.** To observe any other Terms and Conditions which may from time to time be made by the Landlord for the good order and management of the Property and such other Terms and Conditions as may be contained in an annexure to this Agreement signed by the parties hereto.
- 14.** Any personal items left behind at the end of the tenancy after the Tenant has vacated (which the Tenant has not removed in accordance with clause 2.26 of this Agreement) shall be considered abandoned if they have not been removed within seven days of written notice to the Tenant from the Landlord (the notice to be delivered by email, hand or sent by recorded delivery). After this period the Landlord may remove or dispose of the items as he thinks fit. The Tenant shall be liable for the reasonable removal, storage and disposal costs which may be deducted from the proceeds of sale (if any), and the Tenant shall remain liable for any balance. Any net proceeds of sale will remain the property of the Tenant.
- 15.** The Landlord shall be entitled to have and retain keys for all the doors to the Property but shall not be entitled to use these to enter the Property without the consent of the Tenant (save in an emergency). The Tenant explicitly agrees not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord. If the Tenant fails to return the keys at the end of the tenancy, he will be responsible for the reasonable cost of having new locks fitted and keys cut.

- 16. If the Property is damaged or destroyed by any of the risks insured against by the Landlord, the Tenant shall only be liable for a proportionate part of the rent, to be calculated on the basis of the Tenant's use and enjoyment of the Property for the period of time involved, unless the insurance was prejudiced by some act or omission of the Tenant.
- 17. The 'Landlord' means the persons from time to time entitled to receive the Rent, the 'Tenant' includes any persons deriving title under the Tenant, the 'Property' includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property, the 'Term' means the period stated in the particulars overleaf or any shorter or longer period as appropriate, and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation
- 18. The Tenant agrees that a forwarding address may be passed on to any and all legitimate bodies that may have an interest in receiving this information.

**Additional clauses (if any)** or see additional sheet(s).

Where utilities, services and council taxes are paid by the landlord included within the Rent these are listed here:

**Signed as a deed:**

**(The Landlord)** \_\_\_\_\_

**Date:** \_\_\_\_\_

**(The Tenant):** \_\_\_\_\_

**Date:** \_\_\_\_\_