

Template Tenancy Agreement

The following is a 'model' tenancy agreement designed to give you an idea what is required from you and can be expected from us.

ASSURED SHORTHOLD TENANCY AGREEMENT

This agreement is made on [Contract Date]
Between Mr SA & Mrs VC Wilcox,
Wilcox & Partners,
PO Box 1533,
Southampton,
Hampshire,
SO15 2XB.

Tel : 02380 236786
Email : info@wilcoxpartners.co.uk

(hereinafter referred to as 'the Landlord' of the one part, which expression includes the person for the time being entitled to the reversion immediately expectant on the Tenancy hereby created);

And [Lead Tenant]
[List of remainder tenants]

(hereinafter referred to as 'the Tenant' of the other part, and if more than one the liability of each under this agreement shall be joint and several)

BY THIS AGREEMENT the Landlord lets and the Tenant takes all of the building known

As [Building Name]
[Building Address]
[Building Town]
[Building County]
[Building Postcode]

(hereinafter referred to as 'the Property') together with the Fixtures, Fittings, Furniture and Effects therein (as more particularly set out in the Inventory/DVD provided, for a period of TWELVE months (hereinafter referred to as 'the Term')

From [Contract Start Date] (12:00 Noon)
To [Contract End Date] (12:00 Noon)

at the rent of: £ [Monthly Rent] per calendar month and on the Special and General Terms and Conditions set out in the following pages of this Agreement.

THE TENANT agrees to pay the rent in advance in the following installments:

A first payment of £[First Payment] by cheque or cash on the signature of this Agreement, and
thereafter the sum of £ [Monthly Payment] by the first day of each calendar month by Standing Order mandate for eleven payments.

If any rent or other money payable by The Tenant to The Landlord is not received at the times & in the manner specified, The Tenant will pay a charge of £5 per day to cover administrative costs incurred by The Landlord. (to a maximum of seven days) which will be incurred and accrued against the deposit without further notice and without prejudice to any right or remedy of the Landlord hereunder. Rent received will always be assigned to the longest standing arrears.

Thereafter a charge of £25 will be levied by The Landlord against The Tenant for the writing, sending or serving of any letters, or the writing sending or serving of any notice under Section 8 of The Housing Act. A charge of £25 will be made for the refund of money paid to The Landlord by The Tenant in error

on or after the Tenancy Period has expired.

THE TENANT also agrees to pay to the Landlord on the signature of this Agreement:

a deposit of £[Deposit]

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 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. 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.

Specifically, the Tenant hereby agrees to maintain the deposit in full & under no circumstances to use any part of the deposit in lieu of rent or to repay the Landlord for expenses, charges or expenses incurred as a result of the non-compliance of this agreement by the Tenant.

THE LANDLORD agrees that he shall register the deposit with one of the government authorised Deposit Protection Schemes within 14 days of receiving the deposit from the Tenant. The Landlord shall inform The Tenant of the details of the relevant scheme & the procedures for recovery of the deposit at the end of the Tenancy, including the procedures for resolving a dispute.

The Landlord shall also confirm to the Tenant the amount of deposit paid, the address of the property to which the Tenancy relates, & the contact details of the Landlord & Tenant. He shall inform The Tenant of the circumstances in which all or part of the deposit may be retained by The Landlord in relation to the terms of this Tenancy Agreement.

The Landlord agrees that within ten days after the Tenancy concludes, he shall account to The Tenant for such part of the deposit as The Landlord shall deem necessary to enable The Landlord to make good any breach or non compliance by The Tenant of his obligations hereunder & to pay all costs, charges & expenses incurred in connection therewith. The Landlord shall account to the Tenant for any balance of such sum.

The Landlord shall follow the procedures of the relevant scheme to seek recovery of the deposit or to resolve a dispute over recovery of all or part of the deposit. The Landlord shall retain any interest earned during the Tenancy on all or part of the deposit.

A. SPECIAL TERMS AND CONDITIONS

1. Occupation only by the Tenant.

a). The Tenant agrees not to assign, sublet, part with possession of the Property, or let any other person live, occupy or share the Property except those persons stated herein as a Tenant of the Property. Occasional non-paying, overnight guests are acceptable.

b). To only use the Property as a single private dwelling & not to use it, or any part of it, for a business, trade, profession or other purpose or to allow any other person to do so.

2. Vacation of the Property before the end of the Term.

The Tenant hereby agrees with The Landlord that if the Property is permanently vacated by The Tenant at The Tenant's own request before the last day of the Term, The Tenant shall remain liable to pay to The Landlord the full unpaid balance of the rent receivable by The Landlord had this Agreement run for the full Term. Payment for any vacated period must be in accordance with the stated payment dates & values unless prior written agreement is reached with The Landlord.

3. Statutory Council Taxes or other local taxes payable by the Tenant.

Payment of any Council Taxes or other local taxes that may from time to time be brought into force due by The Tenant to the Local Authority in accordance with the Statutes, and arising from the occupation of the Property by The Tenant pursuant to this Agreement, shall be the direct responsibility of The Tenant. The Tenant hereby undertakes with The Landlord to produce on demand by The Landlord, all relevant receipts for the payment of any such Charges and/or Taxes issued to The Tenant by the Billing Authority. If The Tenant is exempt from any such Taxes, it is the express responsibility of The Tenant to validate such exemption to the Local Authority when required to do so.

4. Gas, Electricity and Water & Sewage.

a). To pay promptly for all gas, electric, light, power & water which shall be consumed on or supplied to the Property during the term of the Tenancy. To pay all reconnection charges in the event that any service is discontinued because of The Tenants' failure to pay the account.

b). Not to change supplier for gas or electricity nor to allow any existing meter to be changed without first informing The Landlord in writing & thereafter receiving permission.

c). To pay for the Television License or satellite / cable subscription if applicable.

5. Entry to The Property by The Landlord.

a). To permit The Landlord or The Landlord's Agents and all other persons authorised by them at all reasonable times by appointment (but at any time in case of emergency) during the Tenancy to enter into and upon the Property for the purposes of carrying out and completing any structural repairs to the property, furniture & effects or for the purposes of examining the state and condition of the property.

b). To permit The Landlord or The Landlord's Agents at all reasonable times in the day to enter and view the property for regular inspection, provided that notice has been served at least 24 hours in advance of such a visit.

c). Specifically during the Student lettings period (typically November – March) access to be allowed between 11am and 7pm without prior arrangement for the purpose of re-letting the property. To also permit the installation of Estate Agent advertising boards.

B. LANDLORD'S UNDERTAKINGS & OBLIGATIONS

1. The Landlord hereby agrees with The Tenant that The Tenant paying the Rent and performing all the agreements by The Tenant contained herein, may quietly possess and enjoy the Property during the term of the Tenancy without any unlawful interruption from The Landlord or any person rightfully claiming under or in trust for that party.

2. The Landlord agrees not to withhold any part of the Deposit unreasonably, and to account to The Tenant for all deductions made.

3. The Landlord will return to The Tenant any rent payable for any period during which the Property may have been rendered uninhabitable by fire or any other risk which The Landlord is insured.

4. The Landlord agrees to exercise his rights only through a court to order The Tenants to give up possession of the Property. The Landlord may seek a court order if The Tenant does not pay the full rent within fourteen days of the date on which it became due or comply with the obligations set out in this agreement. Only on receipt of a court order may The Landlord re-enter the Property & end the Tenancy.

5. The Landlord shall be responsible for the repair of electrical appliances and white goods that he supplies. The electrical appliances and white goods are supplied and maintained in good working order.

6. The Landlord warrants that all soft furnishings beds and mattresses supplied to the premises comply (if appropriate) with the provisions of The Fire & Furnishings (Fire) (Safety) Regulations 1988 and The Furniture and Furnishings (Fire) (Safety) Regulations 1993.

7. The Landlord warrants that he will comply with the Gas Safety Regulations 1994 as amended by ensuring that a copy of the record in respect of any appliance or flue so checked is given to The Tenant within 28 days of the check being carried out.

C. TENANT'S OBLIGATIONS

The Tenant hereby agrees with The Landlord as follows:

1. Property - Alterations, Additions, Damage.

a). Not to make any alterations in, or additions to, the Property without prior written permission of The Landlord including internal redecoration of any rooms. Where it is agreed with The Landlord that a room may be redecorated, then it must be returned to its original colour and condition prior to the expiry of the Tenancy unless otherwise agreed with The Landlord.

b). Not to damage or injure the Property or any outbuildings.

c). Not to interfere with the external decorations or painting of the Property.

d). In the event that The landlord gives to The Tenant written notice of any failure to carry out any repairs or other works which are the Obligations of The Tenant under the Agreement, The Tenant agrees to carry out such work within one month of receiving such notice or immediately in the case of an emergency Failure to comply will entitle The Landlord or his agent to enter the premises and execute the said works and the cost of the works will be debt due by The Tenant to The Landlord or their agents and will be payable on demand.

2. Fixtures, Fittings, Furnishings, Effects & Decoration.

a). To preserve the Fixtures, Fittings, Furnishings and Effects in the Property from being destroyed or damaged and not to part with possession of, or remove any of them from the Property, and 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).

b). 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 beginning of the Tenancy.

c). To give up the Property at the expiry of the Tenancy with all the Fixtures, Fittings, Furnishings, Effects and Decoration in the same clean state and condition as they were in at the beginning of the Tenancy and make good or pay for the repair of all such articles of the Fixtures, Fittings Furnishings, Effects and Decoration as shall be broken, lost, damaged, destroyed or defaced during the term of the Tenancy (reasonable wear and tear excepted). At the end of the Tenancy all of The Tenants own Fixtures, Fittings or Furnishings must be removed from the Property & its boundaries at the Tenants' own expense.

3. Locks and Keys & Windows.

a). 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. To report to The Landlord, the breakage of all glass in doors & windows damaged during the Tenancy & to pay for the cost of making good such damage. To return to The Landlord all of the keys to the property at the end of the Tenancy & to pay for any reasonable charges incurred as a result of the failure of The Tenant to do so.

b). The Tenant should ensure that whenever the Property is left unattended (even for a short time) all windows and entrance doors shall be closed and all deadlocks or other locks or bolts fitted to such doors or windows shall be fastened securely and during the winter months The Tenant shall take adequate precautions to avoid damage from the freezing and bursting of pipes.

c). The Tenant must ensure that the Property is adequately ventilated throughout the Tenancy to avoid the build- up of condensation and air moisture. Any damage caused to the Property by the lack of ventilation will be the responsibility of The Tenant.

d). The Tenant should periodically arrange, & pay for a professional contractor to clean the exterior windows, fascias and guttering.

4. Deterioration.

a). Immediately to notify The Landlord by telephone on 02380 236786 or 07989 381593 of urgent maintenance issues & to report non-urgent maintenance of the Property, Fixtures, Fittings or Furnishings by telephone to the above number, in writing or by email to: info@wilcoxpartners.co.uk.

5. Activities.

a). Not to do or permit or suffer, in or upon the Property, or any part thereof any illegal or immoral act or any act or thing which may be, or become, a nuisance or annoyance or cause damage to The Landlord or the occupiers of any part of the Property or of any adjoining or neighboring premises.

b). Not to do or permit to be done any act or thing which may render void or any policy of insurance maintained in respect of the Property, or may cause an increased premium to be payable in respect thereof nor to keep, or permit to be kept, any petrol or other inflammable substances in or about the Property and to repay to The Landlord if The Landlord shall so desire, all sums paid by way of increased premium and all expenses incurred in or about the renewal of any such policy rendered necessary by a breach of this clause

c). 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.

d). Not to keep any bird, reptile, dog, animal or other living creature in the Property.

e). 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. The Tenant shall not introduce into the property any gas appliance without the prior written consent of The Landlord. The Tenant shall produce to The Landlord on an annual basis a Gas Safety Certificate for any such appliance.

f). Not to erect any external television aerial, satellite dish or install cable television facilities without the written permission of The Landlord. Not to cause or allow the removal of any existing telephone apparatus or wiring.

g). To keep the gardens & pathways clear & free of domestic waste including, glass, bottles, cigarettes, barbeques etc. Not to permit, keep or bring into the garden or grounds any caravans or portable buildings, vans or commercial vehicles.

h). To engage the services & pay the reasonable costs of any professional pest controller as may be required as a result of any act or omission on the part of The Tenant or their guests.

i). To pay the reasonable professional costs of any contractor as may be required as a result of any act or omission on the part of The Tenant or their guests which results in a blockage to the drains, pipes, sinks, baths or showers.

j). To pay the reasonable professional costs of an Engineer to repair any appliance considered by that Engineer, to have been misused by The Tenant.

k). 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 and all Fixtures, Fittings, Furnishings and Effects therein caused as a result of the operation of any washing machine by The Tenant in breach of the provisions of this Clause.

l). To keep the entrance doors to the Property closed at all times when not in use.

m). Not at any time or times so as to cause any nuisance to any of the occupiers of the remainder of the Property or of any adjoining or neighboring premises to play or use or permit the playing or use of musical instruments, television, radio, loud speaker or mechanical or other noise making instrument of any kind or to practice or to permit the practicing of any singing in the property.

n). 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 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.

o). With the exception of pilot lights on gas-operated boilers (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.

p). 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 & more particularly to regularly test all smoke detectors fitted in the property & replace batteries where necessary.

q). To take all reasonable precautions to prevent damage by frost, by adequately heating the Property especially when left unoccupied. The Landlord should be informed in writing if the Property is to be left vacant for a continuous period of fourteen days or more.

r). Not to use or permit the use of the common entrance hall otherwise than for quiet and peaceful entry to the Property or to place any article in the common entrance hall, pathways, stairways or landings which may obstruct the safe passage of tenants within the property.

s). 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 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.

t). Pay for the washing (including ironing or pressing) of all linen and for the washing and cleaning (including ironing and pressing) of all bedspreads, blankets, carpets, upholstery and curtains which shall have been soiled during the Tenancy (the reasonable use thereof nevertheless to be allowed for). Ensure that they are returned in the same condition as they were at the start of the Term.

u). To use the mattress protectors provided by The Landlord at all times.

D. General

a). The Tenant agrees to pay The Landlord fully for any reasonable costs incurred as a result of The Tenants' failure to observe any of the agreed Terms & Conditions within the Agreement. The Landlord agrees to account to The Tenant in writing for any costs incurred or deductions made.

b). To observe any other Terms and Conditions which may from time to time be made by The Landlord for the safety, 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.

E. SCHEDULE OF CONTENTS (INVENTORY)

1. The Landlord will provide The Tenant on demand and at a charge of £25 each, a copy of all video & photographic material taken immediately prior to their occupation of the property & which constitutes the formal Schedule of Contents (Inventory).

The Landlord also agrees to provide The Tenant with a written inventory of the property on the first day of the commencement of the Tenancy which The Tenant must complete & on which The Tenant may record any concerns or representations that The Tenant may wish to make regarding the property, its contents & the condition in which they were received.

The Landlord further agrees to retain a copy of all such completed inventories that are received within SEVEN DAYS of the commencement of the Tenancy.

2. The Tenant agrees to complete & return the written inventory provided by The Landlord within SEVEN DAYS of the commencement of the Tenancy & to record any concerns or representations that The Tenant may wish to make regarding the property, its contents & the condition in which they were received.

The Tenant understands that inventories not returned within SEVEN DAYS will be invalid.

The Tenant agrees to meet with The Landlord or his representative on the first & last days of the Tenancy to conduct an inspection of the property & record any issues arising. The Tenant agrees to be responsible for the apportionment of a legitimate cost to The Landlord which was incurred by an individual tenant.

3. The inventory of the Property is detailed below:

Together with furniture, carpets, curtains, equipment, fixtures and effects therein and more particularly specified in the inventory thereof. The furniture supplied by The Landlord consists of a bed, wardrobe, desk and chair in each bedroom, minimum of four soft furnishing seats per six tenants in the communal room, a washing machine, microwave oven and the equivalent of one large fridge / freezer per six people. The Landlord provides a TV aerial in the lounge only. The Landlord has no responsibility for phone, cable or satellite line installation, maintenance or repair.

F. NOTICES

1. Any notice by The Landlord to The Tenant shall be sufficiently served if the same complies with the Law of Property Act, 1925, Section 196, as amended by the Recorded Delivery Service Act, 1962. It is sufficiently served if it is delivered in person or left at The Tenant's address or sent through the post by recorded or registered delivery provided the notice is not 'returned through the post undelivered'.

2. The address at which The Tenant may serve notices on The Landlord (including notices in proceedings) under Section 48 of the Landlord and Tenant Act 1987 is as follows:

PO Box 1533,
Southampton,
Hampshire,
SO15 2XB.

G. SPECIFIED WORKS

The Landlord agrees to undertake the Specified Works outlined by the Date of Completion given immediately below and forms part of this clause. The Specified Works may be detailed on a separate Schedule of Specified Works and attached to this Agreement by the mutual consent of The Landlord and The Tenant. If any such Schedule is attached, it must be explicitly referred to below and thereupon it becomes a material part of this Assured Shorthold Tenancy Agreement. A copy of the Schedule should be physically attached to each individual signed copy of this Agreement.

Should the Specified Works not be completed in full by the Date of Completion, the Rent will be reduced to the Rent Amount, payable for each and successive Rent Period, as stated below, from and excluding the Date of Completion to and including the last day of the Rent Period in which the Specified Works are completed as agreed.

We hereby agree the foregoing

SIGNED by The LANDLORD(S) : (or The Landlord's Agent)

NAME:		DATE:	
	Mrs VC Wilcox		

NAME:		DATE:	
	Mr SA Wilcox		

SIGNED by The TENANT(S)

NAME:		DATE:	

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