

# Assured Short-hold Tenancy Agreement

<b>AN AGREEMENT BETWEEN</b>	
<b>LETTING AGENT</b>	<b>Property Direct LTD</b>
<b>LANDLORD</b>	
<b>TENANT(S)</b>	
<b>PROPERTY</b>	
<b>DATE</b>	

This Agreement is made on the date specified between the Landlord and the Tenant.

It is intended that the tenancy created in this Agreement is and shall be an Assured

Short-hold Tenancy Agreement within the meaning of the Housing Act 1988 as amended by part III of the Housing Act 1996.

## Let Only

This is a tenancy that is managed directly by the landlord. The Landlord will be the point of contact for all enquiries related to your tenancy.

Telephone No:

Email:

Address:

Bank Account Details:

<b>TENANCY PARTICULARS</b>	
LANDLORD NAME	
TENANT(S) NAME	
TENANT(S) CONTACT DETAILS	<b>Tel:</b>
PROPERTY	
Guarantor Details	<b>Name:</b>
TERM OF TENANCY START DATE END DATE	MONTHS ASSURED SHORTHOLD TENANCY
ENDING YOUR TENANCY	<p><b><u>TENANT</u></b></p> <p>YOU MUST GIVE A MINIMUM OF <b>ONE CALENDAR MONTH NOTICE</b> PRIOR TO THE EXPIRY DATE OF THE TENANCY TERM ABOVE. <b>NOTICE MUST BE SERVED IN WRITING.</b></p> <p><b><u>LANDLORD</u></b></p> <p>THE LANDLORD IS ENTITLED TO TERMINATE THE TENANCY BY GIVING A MINIMUM OF <b>TWO CALENDAR MONTHS' NOTICE</b> PRIOR TO THE EXPIRY DATE OF TENANCY TERM STATED ABOVE. <b>NOTICE MUST BE SERVED IN WRITING.</b></p>
BILLS INCLUSIVE	<b>N/A</b>
TOTAL RENT  PAYMENT METHOD	<p>X      PCM PAID IN ADVANCE ON OR BEFORE THE X OF EACH MONTH</p> <p>SHOULD BE MADE BY CASH OR BANKS PAYMENT ONLY.</p> <p><b>IMPORTANT: Use The Property Address as a Reference.</b></p>
DEPOSIT TAKEN	

**This Tenancy is a Binding Document**, if you do not understand any of this document, Property Direct Ltd. recommends you speak to your solicitor or the CAB before signing the contract. Before signing, you should also read the whole document carefully and ensure it contains everything you wish to be included, and nothing you feel maybe unacceptable.

### **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 all parties agree to early termination in writing.
- Where "the Landlord" or "the Tenant" for the time being comprises two or more persons, the obligations made by them in this agreement shall be made with jointly and severally. This means that if there is more than one Tenant, each Tenant will be liable for all sums due under the agreement and not just liable for a proportionate part.
- Reference to the 'Premises' also includes any part or parts of the Premises such as fixtures, furniture and furnishings, as well as the contents as set out in the Inventory.
- Rent will **not increase** during the fix term of the tenancy.
- If the Landlord wants the rent to be increased, he/she must give at least one month notice for monthly rolling tenancies or six months' notice for fixed term tenancies.
- If tenants are aware of any asbestos within the property, please do not undertake alternations to that section of the property and report it to us.
- No smoking in the property at any time.
- No pets are permitted without prior permission for the landlord.
- All maintenance requests should be reported in writing.

### **TENANT OBLIGATIONS**

The Tenant agrees with the Landlord as follows:



## Rent

You must pay your rent by standing order on the monthly anniversary date of moving in for the entire term of your Tenancy, unless varied in writing by separate agreement with the landlord. You must pay your rent without deduction.

## Rental Arrears

In the case of a failure to make a payment of rent after the end of the period of seven days beginning with the rent due date, the prescribed limit is the aggregate of the amounts found by applying, in relation to each day after the due date for which the rent remains unpaid, an annual percentage rate of three per cent above the Bank of England base rate to the amount of rent that remains unpaid at the end of that day.

## Utility Bills

You must promptly pay any utility bills relating to the property during your Tenancy. This includes Council Tax, Gas, Electricity, Water, TV Licence and Telephone/Internet/Media Bills.

In the event of disconnection due to non-payment of Utility Bills, any fees for reconnection will be charged to the Tenant.

## All Inclusive Properties

Where rent is stated to be inclusive in the Particulars above, the Landlord will pay for gas, electricity and water rates consumed or incurred at the property during the term, subject to fair usage. The tenant will use fuel responsibly and will not leave on lights, heating, or leave equipment on standby if it would be reasonable to turn them off. The liability shall be limited in relation to gas and electricity subject to the fair use policy published by Glide UK Energy. If the Gas and Electricity used at the premises during the term exceeds the limits stated in the fair use policy, the Tenants will be liable for this charge.

## Energy Supply

The Landlord will usually instruct an energy supplier to take over the supply of energy to your property. All accounts for the supply of energy will be transferred to the



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Initials: .....

Tenant(s)' names for the duration of the tenancy. Tenants who change utility companies without permission from the Landlord may incur an administrative expense from the energy supplier. The tenant agrees that some information relating to the Tenant may be passed to utility services to set up the utilities account for the property.

### **Repair**

It is the Tenant's obligation to advise the Landlord promptly of any defects and disrepair in or at the Premises for which the Landlord is liable.

- You must keep the interior of the Premises clean and in good repair, or reimburse the Landlord, at the end of the Term. Tenants are liable to the actual cost of remedying any damage incurred (as detailed in a contractor's invoice).
- You must not make any damages or breakages to the premises or items listed in the Inventory (and not to remove any items) which occur during the tenancy promptly, except for fair wear and tear.
- You must keep free from obstruction all gutters, down pipes, drains, sanitary apparatus, water and waste pipes.
- You must always keep the property well and sufficiently aired and warmed during the term and to take all such precautions as may be reasonably necessary to prevent frost damage to water pipes, sinks and cisterns.
- You must take reasonable steps to ensure the premises is free from pests and vermin, and to advise the Landlord promptly of any infestation.
- You must keep the garden, patio or terrace clean and tidy and to mow any lawns and to keep the flower beds free from weeds and hedges trimmed.

### **Decoration and Alterations**

You must not make any alterations to the premises either internally or externally, or carry out any re-decoration of the premises. You must not make any alterations or tamper with the electric, gas, or plumbing systems, installations, or meters in or serving the premises or erect any television aerial, satellite dish, or radio mast, or install cable television, without a prior written consent of the Landlord.



### **Security and Keys**

Landlord's insurance does not cover the tenant's possessions. The tenant is responsible for arranging contents insurance cover for personal belongings.

You must not change or alter any locks at the premises, leave the premises unoccupied for any period whatsoever without locking and securing all windows and doors that permit access, or leave the premises unoccupied or vacant for any period greater than 21 days at any one time without first giving written notice to the Landlord.

### **Replacement lock/keys/Security Devices**

Tenants are liable to the actual cost of replacing any lost key(s), damaged locks or other security devices the actual cost includes the cost of that contractor's labour, as evidenced by an invoice or a receipt.

### **Use of the Premises**

- It is not permitted to smoke within the property at any time.
- No Pets can be kept without written consent of the Landlord.
- You agree to use the premises only for the purpose of a private residence. You must not sublet, share or part with possession or occupation of the premises or any part of it, nor take in any lodger or paying guest, or assign the Tenancy without the prior written consent of the Landlord.
- You must not use the premises for any profession, business, or trade whatsoever, nor to use or allow the Premises to be used, for any illegal, immoral, or improper purpose. You must not instruct any contractor or otherwise incur expenditure on behalf of the landlord.
- You must not conduct anything which may cause a nuisance or annoyance, damage or inconvenience to the landlord or the tenants or occupiers of any nearby premises.
- You must not keep, park, or store any boat, caravan, commercial or similar vehicle at or near the Premises.

- You should forward without delay any correspondence addressed to the Landlord which is delivered at the premises.

### **Entry, Viewings and Inspections**

Within the period of the tenancy, the tenants need to permit the landlord or any person authorised by the landlord or the landlord's agent at reasonable hours (9:00 – 18:00) to examine the state and condition of the premises, carry out repairs or view the premises with prospective tenants or purchasers, having first given the tenant a reasonable period of notice (at least 24 hours), except in the case of a Tenant request or an emergency.

### **Early Termination of Tenancy**

Your Tenancy Agreement remains in place for the duration of the agreed term. The Landlord will not authorise early Termination to end your Tenancy within the agreed term.

In some exceptional circumstances you may apply to the Landlord to source a replacement Tenant(s) to take over your Tenancy Agreement. **The early termination charge will be 50% of the monthly rent.** Your Tenancy Agreement will remain in place until a suitable replacement Tenant(s) is found and successfully passes all the credit checks and referencing criteria. Rent is due as normal as stated in your Tenancy Terms until a replacement Tenant is found. **The bond is non-refundable for early termination cases.**

### **End of Tenancy**

Please see the main items and your obligations before vacating the property. This includes ensuring the property is left in a good state of cleanliness and repair prior to you delivering possession back to the Landlord.

- All personal items must be removed completely from the property including items in the cellar.
- All rubbish must be placed in bins provided by Cardiff City Council or taken to the local Refuse Site.

- All bills to be settled and paid to the appropriate bodies e.g. Gas / Electricity / Water (we will require proof that the bills are all up to date and paid in FULL before any deposits are returned). The rent & charges must also be paid in full.
- All furniture needs to be placed back in the original rooms.
- All rooms including bedrooms, common use rooms, halls, staircases, kitchens to be cleaned thoroughly including areas under beds, sofas, chairs etc. The internal glass of the windows also needs to be cleaned.
- Cookers, Fridges and Freezers must be emptied and cleaned thoroughly.
- Bathrooms must be cleaned with appropriate detergents ensuring discoloured areas have been removed.
- Should there be any damage to the property or furniture you must report any of these immediately otherwise there may be a delay in deposit returns.
- If any goods belonging to the Tenant are not removed from the Premises at the end of Tenancy, Property Direct will remove and store such items for 28 days. If the items are not collected within the stated storage period, we may dispose them and the Tenant will be liable for all storage and removal cost.

## **LANDLORDS OBLIGATIONS**

### **Buildings Insurance**

The landlord will insure the property against loss or damage by fire, flood, or explosion, and such other risks.

### **Quiet Enjoyment**

We will not visit the property except on necessary business such as repairs, inspections or tenant viewings and by prior arrangement with the residents.

The installations in the premises for the supply of water, gas, electricity, sanitation, and water heating in proper working condition and the safety of the premises structure are the landlord responsibility.





## Deposit

The deposit must be secured with the Deposit Protection Scheme in respect of non-payment of rent, charges for late payment of rent, damage to the premises or items on the inventory, or for any unpaid Utility Bills or Council tax.

The deposit may also be used to repay the Local Authority where housing benefits have been paid directly to Property Direct Ltd, or for any other breach of the Tenants obligations.

The deposit will be protected in accordance with the requirements of the Housing Act 2004 by use of an authorised deposit scheme, and deductions from, and repayments of the deposit will be dealt with in accordance with the rules of the scheme.

**Where the property is managed by Property Direct Ltd, the deposit will be protected in a Deposit Protection Scheme within 30 days of receiving the full deposit. The deposit certificate will be sent to you by the Deposit Protection Scheme.**

**If the property is managed privately by the Landlord, Property Direct Ltd will pay the deposit to the landlord to be held in a protection scheme with a confirmation letter from the landlord for deposit security.**

## Suspension of Rent

If the premises or any part of it shall at any time during the term be destroyed or damaged by any risk that the Landlord is obliged to insure against under the terms of this agreement, the rent shall cease to be payable for as long as the Premises remains unfit for use. This shall not apply if the relevant policy of insurance is rendered void or voidable, or because of some act or default by the Tenant.

## Abandonment

If it comes to our attention that the property has not been occupied by the Tenant for more than 21 days, and we have reasonable cause to believe the tenant has ceased to reside at the premises, the Landlord may treat the premises as being abandoned by the tenant and re-enter the premises, thereby bringing this agreement to an end.



**General Provisions**

If any term of this agreement is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

<p><b>AGENT OR LANDLORD</b></p>   <p>Signature</p>  <p>Date</p>	<p><b>PROPERTY DIRECT</b></p> <p>(As the Agent for and on behalf of the Landlord)</p>  <p>.....</p>  <p>.....</p>
<p>Name Of Tenant</p>  <p>Date</p>  <p>Signature</p>	<p>.....</p>  <p>.....</p>  <p>.....</p>