Assured Shorthold Tenancy Agreement

This is a tenancy agreement creating an Assured Shorthold Tenancy of a house, maisonette or flat where the landlord is the freeholder and providing for a rent deposit, prohibiting a transfer of the Tenancy.

IMPORTANT NOTE FOR THE TENANT: This Tenancy Agreement creates legal and binding relations between the parties enforceable at law. Before signing the document you should read it most carefully to ensure that you understand the terms and the wording. You may wish to amend or reject some of the terms. It is suggested that you should seek independent legal advice from a solicitor, a Housing Advice Centre, the CAB or other legal adviser before you sign the agreement.

LANDLORD

of

Address 1, Address 2, Address 3, POSTCODE

(In accordance with Sections 47 and 48 of the Landlord and Tenant Act 1987 the Landlord's name and address in England and Wales at which notices (including Notices of Proceedings) may be served on the Landlord by you are as above).

AGENT (IF APPLICABLE)

of

Address 1, Address 2, Address 3, POSTCODE, telephone number, email address

The Landlord appoints the above agent to let and manage the Property and where the word Landlord appears then it can also mean the agent who will be the main point of contact for the Tenant.

and

TENANT(S)

of

Address 1, Address 2, Address 3, POSTCODE

TENANCY AGREEMENT

relating to

Address 1
Address 2
Address 3

POSTCODE

Creating an Assured Shorthold Tenancy as defined in Part I of the Housing Act 1988 (as amended by the Housing Act 1996 and 2004)

1 PARTICULARS

- 1.1 **The Deposit:** £... being an amount held by the Landlord on behalf of the Tenant for the term of the tenancy in accordance with clause 9 The Deposit
- 1.2 **The Interest Rate: 3**% above the Bank of England base rate.
- 1.3 **The Landlord:** Means the Landlord of the Property as set out above but may also mean agent, if the Landlord instructs an agent to manage any aspect of the tenancy.
- 1.4 The Property: [Full address and post code]
- 1.5 **The Rent:** £... (insert amount) a month payable in advance to the Landlord on the first day of each month (or as appropriate)
- 1.6 **The Term:** [6 months / 1 year / 2 years] from and including (insert commencement date) including any break date.
- 1.7 **The Tenant:** Means the Tenants as stated above and if there is more than one Tenant then they jointly and severally liable for all the terms of this Agreement
- 1.7 Permitted occupiers:
- 1.8 Permitted children:

PROPERTY DETAILS

BRIEF DESCRIPTION: Provide a brief description of the Property e.g. 3 bedroom 3 storey townhouse. Use the features from the Property details to help and list any areas in particular that are not included. e.g. loft / shed or garage etc.

PARKING: Detail the parking situation at the Property e.g. on street parking for two cars

GARDEN: Describe what garden is included e.g. Small garden, including shed etc

FURNISHED / PART FURNISHED / UNFURNISHED: (include/list any furniture left in Property, including any

items left on a non-repairable basis)

ELECTRICITY: Yes – list any electric appliances

GAS: Yes / No – (list any Gas appliances) – Landlords Gas Safety Check completed on commencement of

tenancy -

WATER: Mains

DRAINAGE: Mains / Septic Tank etc

COUNCIL TAX BAND: Local Council - Band X

2 AGREEMENT TO LET

- 2.1 The Landlord agrees to let and the Tenant agrees to take the Property in compliance with the terms of this Agreement including any special or additional clauses.
- 2.2 If applicable, in accordance with Ground 2 in Schedule 2 of the Housing Act 1988 it is confirmed that the Property is let by the Landlord subject to a mortgage on the Property which was granted before the start of the tenancy.
- 2.3 The Landlord shall have the option on the anniversary of this Agreement to increase the Rent by a reasonable percentage provided the Landlord has given the Tenant at least one month's notice of the intention to raise the Rent.

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