

ASSURED SHORTHOLD TENANCY AGREEMENT

Section 19A Housing Act 1988

<p>This agreement is a legally binding contract for the creation of a shorthold tenancy of not longer than 3 years.</p> <p>Once this document is signed by both parties the terms herein contained become legally binding, it is therefore important that parties to this contract understand it, agree the terms, should there be any change then both parties should initial this change.</p> <p>If either party to this agreement is unclear as to the terms then they should seek independent advice from a solicitor, Citizens Advice Bureau or Housing Advice Centre</p>	<p>DATE</p> <p>PARTIES</p> <p>PROPERTY</p> <p>TERM</p> <p>RENT</p>	<p>*****</p> <p>1. *****</p> <p>2. *****</p> <p>The dwelling house known as ***** Together with the Fixtures, Furniture and Effects in the Property listed in the Inventory signed by the parties</p> <p>A fixed term From *****</p> <p>To *****</p> <p>£***.** per week</p>
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Landlord contact details – *****

Address: *****

Phone numbers: *****

Fax *****

Email: *****

This tenancy agreement is signed by the above named parties as evidence that they have read and understand this agreement and will abide by the terms of their agreement

Signed by the above named (The tenant)

Date

Signed by the above named (The Landlord)

Date

1. **THE** Landlord lets the Property to the Tenant for the Term at the Rent payable as set out above.
2. **THIS** Agreement creates an assured shorthold tenancy within Part I Chapter II of the Housing Act 1988. This means that when the Term expires the Landlord can recover possession as set out in section 21 of that Act unless the Landlord gives the Tenant a notice under paragraph 2 of Schedule 2A to that Act.
3. **IF** the Property burns down or the Tenant cannot live in it because of fire damage, the Rent will cease to be payable until the Property is rebuilt or repaired so that the Tenant can live there again. Any dispute about whether this clause applies must be submitted to arbitration under Part I of the Arbitration Act 1996.
4. **THE** Tenant agrees with the Landlord -
 - (a) To pay the Rent as set out above
 - (b)(i) To pay any council tax which the Tenant is obliged to pay under the Local Government Finance Act 1992 or any regulations under that Act
 - (c) To Pay for all gas, electricity, water and sewerage services supplied to the Property during the tenancy and to pay all charges for the use of any telephone at the Property during the tenancy. 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
 - (d) The Tenant notifies the Landlord that the landlord may serve notices (including notices in proceedings) on the tenant at the above dwelling address
 - (e) to make the landlord aware of the defect or disrepair which it is his responsibility to repair.
 - (f) To keep the drains, gutters and pipes of the Property clear, the chimneys swept and if you have a garden, you must keep it tidy and well maintained and not remove any trees or plants
 - (f) To keep the interior of the Property, the internal decorations and the Fixtures, Furniture and Effects in good repair and condition (except for damage caused by accidental fire and except for anything which the Landlord is liable to repair under this Agreement or by law) and to replace if necessary any items of the Fixtures, Furniture and Effects which have been damaged or destroyed
 - (g) To allow the Landlord or anyone with the Landlord's written authority to enter the Property at reasonable times of the' day to inspect its condition and state of repair, if the Landlord has given 24 hours' written notice beforehand
 - (h) To use the Property as a private dwelling house only. This means the Tenant must not carry on any profession, trade or business at the Property and must not allow anyone else to do so
 - (i) Not to alter or add to the Property or do or allow anyone else to do anything on the Property including

the erection of a television aerial, satellite dish, external decoration and additions to or alterations to the landlords installations, fixtures and fittings, without the consent of the landlord which will not be unreasonably refused.

- (j) Not to do or allow anyone else to do anything on the Property which may be a nuisance to, or cause damage or annoyance to, the Landlord or the tenants or occupiers of any adjoining premises
- (k) Not to assign or sublet the Property and not to part with possession of the Property in any other way
- (l) To give the Landlord a copy of any notice given under the Party Wall etc. Act 1996 within seven days of receiving it and not to do anything as a result of the notice unless required to do so by the Landlord
- (m) At the end of the Term or earlier if the tenancy comes to an end more quickly to deliver the Property up to the Landlord in the condition it should be in if the Tenant has performed the Tenant's obligation under this Agreement
- (n) Not to remove any of the Fixtures, Furniture and Effects from the Property and to leave the Furniture and Effects at the end of the tenancy where they were at the beginning
- (o) During the last twenty-eight days of the tenancy to allow the Landlord or the Landlord's agents to enter and view the Property with prospective tenants at reasonable times of the day.

5. Early termination

The tenant may end this contract early in the event of obtaining secure accommodation through Lewisham's Councils Choice Based Lettings Scheme or any other allocation scheme adopted by the council, the tenant will give notice in writing to the landlord and Lewisham Council will use its best endeavours to mitigate any rental loss suffered by the landlord and reserves the right to nominate prospective tenants who could take up occupation for the residual of the term so long as the term remaining is not less than six months, provided that at the point of surrender the property is in a fit a proper condition and ready to re-let.

6. IF the Tenant-

is at least fourteen days late in paying the Rent or any part of it, whether or not the Rent has been formally demanded, or has broken any of the terms of this Agreement then, subject to any statutory provisions, the Landlord may recover possession of the Property and the tenancy will come to an end. Any other rights or remedies the Landlord may have will remain in force.

Note: The Landlord cannot recover possession without an order of the court under the Housing Act 1988

Note: This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.

7. THE Landlord agrees with the Tenant -

- (a) That the Tenant has the right to possess and enjoy the Property during the tenancy without any interruption from the Landlord or any person claiming through or in trust for the Landlord. But:
 - (i) this clause does not limit any of the rights under this Agreement which the Tenant has agreed to allow the Landlord to exercise;
 - (ii) this clause does not prevent the Landlord from taking lawful steps to enforce his rights against the

Tenant if the Tenant breaks any of the terms of this Agreement

(b) To pay and indemnify the Tenant against all charges in respect of the Property except those that by the terms of this Agreement the Tenant has expressly agreed to pay.

8. IF section 11 of the Landlord and Tenant Act 1985 applies to the tenancy, the Tenant's obligations are subject to the effect of that section.

(Note: As a general rule, section 11 applies to tenancies for a term of less than seven years. It requires the Landlord to carry out certain repairs to the Property.)

9. The rent allowance figure determined by Housing Benefits will be the contractual rent as shown above. However the Landlord hereby agrees to vary the rental figure payable under this tenancy upon the annual review to the level determined by Housing benefit. The prevailing Housing benefit figure shall become the effective contractual rent payable by the tenant under this agreement. Such variation to be effective from the date of review unless a further tenancy has been agreed and signed.

10. Notice the landlord may serve a notice to quit or any other notice upon the tenancy by posting or delivering by hand to the property. The tenant may serve a notice to quit or any other notice upon the landlord by posting or delivering it by hand to the address given for service of notices.

11. WHERE the context admits -

(1) "The Landlord" includes the successors to the original landlord

(2) "The Tenant" includes the successors to the original tenant

(3) "The Property" includes any part of the Property or the Fixtures, Furniture and Effects.

NOTICE OF LANDLORD'S ADDRESS

The Landlord notifies the Tenant that the Tenant may serve notices (including notices in proceedings) on the Landlord at the following address:

(This notice is given under section 48 of the Landlord and Tenant Act 1987. The address must be in England or Wales.)

AS WITNESS the hands of the parties on the date specified above SIGNED by the above-named (the Tenant)

DATE

SIGNED by the above-named (the Landlord)

DATE