

Residential: Assured Short hold Tenancy Agreement  
For Furnished And Unfurnished Accommodation

**TENANCY AGREEMENT**

**PREMISES:**

**ADDRESS:**

**LANDLORD:**

**LANDLORD'S  
ADDRESS:**

**TENANT:**

**TERM:** One year less a day

**COMMENCEMENT  
DATE:** / / 2008

**RENTAL  
PERIOD:** Monthly payable on the 1<sup>st</sup> of each Month

**RENT:** £ for each rental period payable in advance on the first day of each such rental period.

**DEPOSIT:** £ to be held by the Landlord and refunded to the tenant upon expiry of the term; subject to the terms and conditions of this agreement.

**DATE:** / / 2008

Signed.....  
(by or for Landlord)

Signed.....  
(tenant)

- 1) The Landlord lets and the Tenant takes the Premises for the Term and at the Rent specified above
- 2) This tenancy is subject to and the Tenant agrees to be bound by the General Tenancy Conditions set out overleaf with the amendments and additions to them (if any) set out under the heading "Special Tenancy Conditions" overleaf save that no such amendment or addition shall be of any effect if or insofar as it purports to empower the Landlord to determine this tenancy at any time earlier than six months from the Commencement date of this Agreement whichever shall be the later
- 3) This Agreement is intended to give rise to an Assured Shorthold Tenancy as defined in Section 20 of the Housing Act 1988.
- 4) The Tenant shall pay to the Landlord (or Landlord's Agent) on the signature of this Agreement the amount of the Deposit (if any specified) and the first payment of Rent
- 5) This tenancy [does] [does not] include the use of the Landlord's furniture and effects

### **GENERAL TENANCY CONDITIONS**

#### **TENANTS**

#### **OBLIGATIONS**

##### 1. The Tenant will

1.1) Pay the Rent to the landlord at the times and in the manner specified and will pay interest at the rate of 15 per cent per annum on any rent in arrears for more than fourteen days calculated from the date upon which such rent was due to be paid to the date upon which it is actually paid

1.2) Arrange forthwith the relevant authorities for all accounts in respect of gas, electricity, water rates, telephone, Council Tax or similar property tax prescribed by or under statute, and the television licence at the Premises to be addressed to the Tenant in his own name and to pay all standing charges in connection with the same and all charges for gas oil or other fuel electric light and power which shall be consumed or supplied on or to the Premises during the tenancy and the amount of all charges made for the use of the said telephone and to pay the Council Tax or similar property tax prescribed by or under statute and to pay all charges for the television licence and not to allow any of the said services to be disconnected altered or removed and shall ensure that the said services are operating throughout the tenancy and the Tenant shall not change or permit to be changed the number of the telephone and not transfer the said number at the end of the tenancy. If the services are disconnected the Tenant will be responsible for all reconnection charges.

1.3) Keep the interior of the Premises during the Term in as good clean state of repair condition and decoration as the premises are in at the commencement of the Term and make good all damage and breakage's to the Premises which may occur during the Term (fair wear and tear and damage by accident fire excepted)

1.4) Not damage or injure the Premises or make any alterations or additions to the Premises

1.5) Permit the Landlord or his Agents with or without workmen and others upon giving reasonable notice (except in emergency) to enter upon the Premises at all reasonable times during the daytime for the purpose of examining the state and condition of the interior of the Premises and of the furniture and effects therein and thereupon to permit the Landlord

or his Agents to give the Tenant notice in writing of all damages wants repair cleansing amendment and restoration to the Premises then found and the responsibility of the Tenant hereunder and of all such loss breakage or damage of or to the furniture and effects as the Tenant shall be bound to make good then found and by such notice to require the Tenant to repair cleanse paint amend and restore and make good the same respectively within one month from the service of such notice and if the Tenant fails to execute the aforementioned work within the said period of one month then permit the Landlord or his Agents to enter upon the Premises and execute such work at the expense of the Tenant and forthwith pay the Landlord the expenses of any such work upon demand on a full indemnity basis.

1.6) Keep the drains gutters and pipes of the Premises clear the chimneys (if any) swept the garden (if any) neat and free from weeds

1.7) Keep clean the windows of the Premises and replace all broken glass

1.8) Undertake to carry out at least once every week a thorough cleaning of the premises to include vacuuming of all carpets and cleaning of all surfaces in the kitchen and bathroom including kitchen appliances

1.9) Not assign sublet or part with possession of the whole or any part of the Premises

1.10) Not take in any lodger or paying guest with out the prior written consent of the Landlord

1.11) Not use the Premises other than for the purpose of a single dwelling house not carry on or permit to be carried on upon the Premises any profession trade or business whatsoever not do or suffer to be done in the Premises or elsewhere anything which may be or become a nuisance annoyance or inconvenience to the Landlord or the tenants or occupiers of any neighbouring Premises or which may vitiate any insurance of the Premises or increase the premium for such insurance

1.12) Not fix or suffer to be fixed to the exterior or windows of the Premises any notice board notice sign advertisement or poster

1.13) Not without the prior written consent of the landlord keep or suffer to be kept in the premises any cat dog or other pet

1.14) Deliver up the Premises to the landlord at the end of the tenancy in the same good and clean state of repair condition and decorations as they were in at the commencement of the Term (fair wear and tear and damage by accidental fire excepted)

1.15) Not withhold payment of the final month's rent

1.16) Allow the Landlords' Agents during the last four weeks of the tenancy (howsoever determined) at reasonable times of the day to conduct viewings of the Premises by prior appointment. If the Tenant is unable to grant access to the Landlord's Agent he hereby authorises the Agent to use his own key to gain access within three days of making such a request

1.17) Not alter or change or install any locks on any doors or windows in or about the Premises or have any additional keys made for any locks without the prior written consent of the Landlord and if any such additional keys are made deliver the same up to the Landlord with all original keys at the expiration or sooner determination of the tenancy

and in the event that any such keys have been lost pay to the Landlord on demand any costs incurred by the Landlord in replacing the locks to which the lost keys belonged

1.18) Not to install a cable telephone line or cable television or satellite receiving apparatus or additional telephone sockets or disconnect or remove any existing British Telecom line without the Landlord's written consent

1.19) Pay any bank charges incurred by the landlord or his agent through a cheque of the Tenant being dishonoured by the Tenant's bankers

1.20) Not leave the Premises vacant or unoccupied for a period in excess of twenty one consecutive days without first giving written notice to the Landlord of the intention to do so and obtaining a written acknowledgement from the Landlord of such notice

1.21) Ensure the Premises are secured at all times against unauthorised entry which obligation shall extend (now by way of limitation) to fully locking all doors and windows

1.22) If applicable perform and observe at all times during the tenancy the Lessee's or Tenants covenants (other than the covenants for payment of rents and service charges) and the conditions and stipulations contained in the Lease under which the Landlord holds the Premises insofar as such performance and observance is not the sole responsibility of the Landlord under the terms thereof and indemnify the Landlord from and against all action costs claims and demands arising out of any breach non-observance or non-performance thereof insofar as aforesaid provided always that the covenants conditions and stipulations aforesaid shall not operate so as to confer upon the Tenant any right power or privilege which is not expressly granted by this Agreement

1.23) Not smoke or have on the premises any illegal substance at any time

1.24) To pay for the check out of the property conducted by an independent inventory clerk as used by Havens (if an inventory was originally conducted)

## **FURNITURE**

2. If the letting includes the use of furniture or effects

2.1) the furniture and effects shall be as specified in an inventory signed by the Tenant and provided by the Landlord or his employee or an independent inventory clerk

2.2) the Tenant will

2.2a) not damage or remove from the Premises any of the furniture and effects

2.2b) make good all damage and breakage's to the furniture and effects which may occur during the Term

2.2c) leave the furniture and effects at the end of the tenancy in the same position as they were in at the commencement of the Term

2.2d) clean or pay for the cleaning of all carpets furniture linen counterpanes blankets and curtains (if any) included in the letting which shall have been soiled during the tenancy

## **FORFEITURE**

- 3) PROVIDED that if the rent or any part thereof shall be in arrears for fourteen days after the same shall have become due whether legally demanded or not or if there shall be a breach of any of the obligations on the part of the Tenant the Landlord may re-enter the Premises or any part thereof in the name of the whole and immediately thereupon the tenancy shall absolutely determine without prejudice to any other rights or remedies of the Landlord.

**LANDLORD'S  
OBLIGATIONS**

4. The Landlord agrees with the Tenant as follows:

- 4.1) To pay and indemnify the Tenant against all rates and taxes assessments and outgoings in respect of the Premises (other than those mentioned in 1.2 above) and
- 4.2) That the Tenant paying the rent and performing the obligations on the part of the Tenancy may quietly possess and enjoy the Premises during the tenancy without any lawful interruption from the Landlord or any person claiming under or in trust for the Landlord.
- 4.3) To refund the deposit whether held by himself or his Agent in whole or in part within 28 days of expiry or termination of this Agreement subject to the terms and conditions of this agreement
- 4.4) To maintain the Premises in good repair during the tenancy except in respect to damage caused by the Tenant or any licensee or invitee of the Tenant
- 4.5) To keep the Premises insured against fire and the usual comprehensive risks.
- 4.6) To provide an inventory conducted by an independent inventory clerk as used by Havens.

**MISCELLANEOUS**

- 5.1) If the Premises comprise part only of a building the letting shall include the use (in common with others) of access ways to and from the premises inside the building
- 5.2) "Premises" in these Conditions includes Landlords fixtures and fittings therein
- 5.3) The deposit shall be retained by the Landlord or the Landlord's Agents for 28 days after the property has been vacated, as security for the performance of the Tenant's obligations and shall be repayable to the Tenant only after the end of the tenancy after deduction there from of any sums required to compensate the Landlord whether wholly or in part for any breach of obligation on the Tenant's part and after provision by the Tenant of proof that all accounts gas electricity telephone water and Council Tax have been settled in full with the relevant authorities. If the deposit shall be insufficient for the purpose aforesaid the Tenant shall pay to the landlord forthwith on demand such further sum as shall in the opinion of Havens be required for such purposes
- 5.4) If two or more persons are together their obligations to the Landlord shall be joint and several
- 5.5) References to masculine gender include the feminine; to the singular include the plural; to the "month" mean calendar month

**AGENT'S TERMS  
& CONDITIONS**

6.1) The introduction and acceptance of a Tenant named in this Agreement shall be an acceptance by the Landlord of the Terms and conditions of Lighthousespace Ltd 7 The Lincolns Mill Hill NW7 4PD

**BREAK CLAUSE:** If either party wishes to terminate this Agreement at any time after the expiry of 6 (six) months of the Term and shall give the other party not less than 30 (thirty) days written notice then upon the expiry of such notice this agreement shall immediately come to an end but without prejudice to the respective rights of either party in respect of any antecedent claim, breach or covenant.

Any notice required to be served by the Tenant under the terms of this Agreement shall be validly served by the Tenant if served on the Landlord's Agent.