

UK-PRres27 (England)

Assured Shorthold Tenancy Agreement: single room

██████████
charges for safety and security installations;

"Room"

means the room known as [room 16 on ██████████] ██████████

- the furniture, fixtures and fittings specified in the ██████████
██████████
- the use of any rights of access, paths, drives
entranceway, hall, stairs, landing and any other things
reasonably necessary ██████████

"Shared Parts"

means [all of the Building used in common with ██████████, ██████████]

3. Creation and term of tenancy

- 3.1. The Landlord now lets the Room and the Tenant takes the Room and the Guarantor joins in, for the Term and at the Rent, ██████████
- 3.2. The tenancy includes the right to share the use of the Shared Parts with all other people to whom the ██████████
- 3.3. This agreement creates an assured shorthold tenancy as defined in part 1, chapter II of the Housing Act 1988. The provisions for the recovery of ██████████
██████████
- 3.4. At the end of the Term, the Landlord may apply to the court to take back the possession of ██████████
- 3.5. In this agreement, a promise by the Tenant not to do something also implies that the Tenant ██████████
- 3.6. If there is more than one tenant, the term "Tenant" applies to each of them jointly and individually. Each Tenant enjoys the rights granted ██████████
██████████

4. Rent and services

- 4.1. The Rent is £ [amount] per month payable by equal payments in advance, the first payment being due on [date] and future payments being due on the same day of each month. The Tenant will ██████████ ██████████
██████████
- 4.2. Each month [when the Landlord demands payment of Rent], the Landlord shall send a statement to the Tenant ██████████
- 4.3. The cost of Services shall be paid to the Landlord [monthly], on demand. At least once in every [three] months, ██████████
- 4.4. Payments for [both Rent and services] shall be by standing order to ██████████
██████████

5. Interest on overdue payments

When the Rent or any other sum due by the Tenant under this agreement is 14 days or more overdue, even if the Landlord has made no demand for it, interest shall be due on the overdue sum from the date when it became [REDACTED], [REDACTED] % [REDACTED]
[REDACTED]

6. The Deposit

- 6.1. In this paragraph, "Deposit Protection Scheme" means any scheme set up under the [REDACTED]12 [REDACTED]004.
- 6.2. The Deposit shall be £ [amount].
- 6.3. The Deposit shall be held by the Landlord for the duration of the tenancy, in accordance with the Law, in the scheme described in [REDACTED] [REDACTED]
[REDACTED]
- 6.4. The Tenant may not claim to use the Deposit as part payment of [REDACTED]
- 6.5. If there is an agreement between the Tenant and the Landlord as to the amount of the Deposit to be repaid to the Tenant by the Landlord, the Landlord will return the Deposit to the Tenant after deduction of any money due to the Landlord within [10 days or a period to be agreed between the parties [REDACTED]
[REDACTED]
- 6.6. If the Landlord is entitled to make [REDACTED], [REDACTED]
- 6.7. If a dispute arises between the Landlord and the Tenant about the return [REDACTED], [REDACTED]
[REDACTED]
- 6.8. Within 30 days of the date of this agreement the [REDACTED], [REDACTED], [REDACTED]
[REDACTED]

7. Agreement on condition at start of tenancy

[Option 1: use this
.....].

The Tenant now promises that he will:

- 7.1. report in writing within [fourteen] days from the start date of the tenancy, [REDACTED]
[REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED]
- 7.2. the Tenant may not claim at a later date, [REDACTED], [REDACTED]
[REDACTED]
- 7.3. co-operate with the [Landlord or Agent], to [REDACTED], [REDACTED]
[REDACTED]

- 9.2. not allow any other person [REDACTED]
- 9.3. not make any [REDACTED]
- 9.4. not allow service to the fixed telephone line [REDACTED], [REDACTED], [REDACTED]
- 9.5. not remove from the [REDACTED]
- 9.6. not place any advertisement or notice on [REDACTED]
- 9.7. pay the [REDACTED]
- 9.8. notify the Landlord if he intends to leave the Room vacant for a period [REDACTED] 21
] [REDACTED], [REDACTED]
- 9.9. notify the Landlord immediately or as soon as reasonably [REDACTED]
[REDACTED]
- 9.10. allow the [Landlord, his Agent or contractors] access to the Room at reasonable
hours during the day, [REDACTED] [REDACTED]
24 [REDACTED]
- 9.11. allow the [Landlord or Agent] access to the Room at reasonable hours during the [REDACTED]
[REDACTED] 28 [REDACTED], [REDACTED]

AND/OR

- 9.12. if it shall not be convenient for the Tenant to be at the Room at [REDACTED], [REDACTED]
[REDACTED], [REDACTED], [REDACTED]

10. Day to day management

The Tenant promises that he will:

- 10.1. maintain and keep in good order all appliances and [REDACTED] [REDACTED]
[REDACTED]
- 10.2. not smoke tobacco [REDACTED]
- 10.3. put out rubbish for collection and comply fully with any recycling requirements
[and [REDACTED], [REDACTED], [REDACTED]]
- 10.4. not keep or allow pets of any kind on the Building without [REDACTED] [REDACTED]
[REDACTED]
- 10.5. not keep any caravan, [REDACTED]
- 10.6. not allow noise or operation of any sound producing (including [REDACTED]
[REDACTED] 22:00 [REDACTED] 8:00 [REDACTED])
- 10.7. not to attach anything to any part of [REDACTED], [REDACTED]

- 10.8. not cause nuisance or [REDACTED]
- 10.9. forward immediately to the Landlord any correspondence addressed to [REDACTED]
- 10.10. not permit any oil [REDACTED]
- 10.11. not dry clothes indoors (except through vented clothes dryers), to always vent steam [REDACTED]
- 10.12. not change the supplier of any of [REDACTED]
- 10.13. where applicable, empty the septic tank as often as required during the [REDACTED]
- 10.14. not install any satellite dish, radio receiver or other digital receiver without prior written consent of the Landlord. [REDACTED]
- 10.15. not use an open fire unless the Landlord confirms that the chimney flue is [REDACTED]
- 10.16. take extra care when using sinks, baths and showers or when [REDACTED]
- 10.17. not store bicycles or motor cycles or any other large [REDACTED]
- 10.18. park vehicles only in the garage [REDACTED]
- 10.19. keep the garden [REDACTED]

11. Landlord's promises

The Landlord now promises that he will:

- 11.1. comply with all of his statutory obligations;
- 11.2. return to the Tenant any portion of the Rent paid [REDACTED]
- 11.3. not interrupt or interfere with the Tenant's right to quiet [REDACTED]

12. Forfeiture of the right to occupy

- 12.1. [REDACTED]
- 12.1.1 [REDACTED] 21] [REDACTED]
- 12.1.2 [REDACTED]

12.1.3 [REDACTED]

12.2. The Landlord can do this by either:

12.2.1 [REDACTED]

12.2.2 [REDACTED]

12.3. [REDACTED]

12.4. [REDACTED] 1988 ([REDACTED]) [REDACTED]
[REDACTED]

12.5. [REDACTED]

13. Insurance

13.1. [REDACTED]

13.2. [REDACTED]

13.3. [REDACTED] 1984.

14. Guarantor

14.1. [REDACTED]
[REDACTED]

14.2. [REDACTED]

14.3. [REDACTED]

14.4. [REDACTED]

14.5. [REDACTED]
[REDACTED]
[REDACTED]

15. Tenant's departure

15.1. [REDACTED]

15.2. [REDACTED]

[REDACTED]

15.3. [REDACTED]

15.4. [REDACTED]
[REDACTED]

15.5. [REDACTED]
[REDACTED]

15.6. pay for and provide receipts for:

- the laundering of all linen and bedding,
- steam cleaning of carpets,
- dry or steam cleaning of upholstery and cushions;
- [REDACTED]

15.7. [REDACTED]

15.8. [REDACTED] [14] [REDACTED]
[REDACTED] 1977. [REDACTED]
[REDACTED]

15.9. [REDACTED]
[REDACTED]

16. Inventory and return of Deposit

16.1. [REDACTED]
[REDACTED]

16.2. [REDACTED]

16.3. [REDACTED]
[REDACTED]

16.4. [REDACTED] [4] [REDACTED]
[REDACTED]

16.5. [REDACTED]

16.6. [REDACTED]

16.7. [REDACTED] [20] [REDACTED]
[REDACTED]

16.8. [REDACTED]

16.9. [REDACTED]

17. Notices

17.1. [REDACTED] [REDACTED]

17.2. [REDACTED]
[REDACTED]

17.3. [REDACTED]

It shall be deemed to have been delivered:

[REDACTED]
[REDACTED] 2 [REDACTED]
[REDACTED] 4 [REDACTED]
[REDACTED]
[REDACTED]

18. Waiver

[REDACTED]

19. Jurisdiction

[REDACTED]

Signed by the [\[Landlord / Agent\]](#):

[\[Witness name\]](#)

and address [\[address\]](#)

Signed by the [\[Tenant\]](#):

[\[Witness name\]](#)

and address [\[address\]](#)

Signed by the [\[Guarantor\]](#):

[\[Witness name\]](#)

and address [\[address\]](#)

Explanatory notes:

Assured Shorthold Tenancy Agreement: single room

General notes

1. This agreement has been drawn to protect a landlord as far as possible. However, that is relative. Residential tenancy is fraught with problems. If you go to court on the strength of an agreement which appears to disadvantage the tenant, it is certain that the judge will rule against you. [REDACTED]

2. The law appears to be complicated, but it works. What you [REDACTED]

2.1. In land law, up to four people can “own” a right in land ([REDACTED] 1925 [REDACTED])

2.2. If the tenancy agreement names more than four people, the first four names are treated in law as the legal owners. They are treated as holding the tenancy (“[REDACTED]” [REDACTED])

2.3. If you need to take action in court relating to the tenancy, you should name the same four first named in the agreement. In practice, if you name all tenants, [REDACTED]

2.4. Any number of people can join in a **contract**. So all the people named as tenants are equally responsible for contractual obligations. That includes not only paying the rent, but also that long list of [REDACTED]

2.5. For breach of contract, you can take action in court against any and all named parties - [REDACTED]

3. What you should delete

We have given you a framework suitable for presentation to your tenant. We advise you to refine it so as to give the exact [REDACTED]

It is important to retain the opening words "The landlord hereby lets the Room etc". Without them, the tenancy intended will not be created. The result could well [REDACTED]

In general, a good rule to follow is that you shouldn't delete a provision unless you understand the legal meaning and the reason for inclusion. In summary, if in doubt, leave it in. The document is well considered and [REDACTED]

4. What to give your tenant

When you have edited this document you will send it to your proposed tenant. In addition, the law requires you to [REDACTED]

- A. A document including following details:
- the address of the rented property

- Deposit amount and how the deposit is protected
- the name and contact details of the tenancy deposit protection (TDP) scheme [REDACTED]
- your (or your letting agency's) name [REDACTED]
- the name and contact details of any third party [REDACTED]
- how to apply to get the deposit back at the [REDACTED]
- what to do if there's a dispute over the amount of deposit to be returned [REDACTED]

within 30 days you receive the deposit from the tenant under the Housing (Tenancy Deposits) ([REDACTED]) 2007 .

You may find detailed information at <https://www.gov.uk/tenancy-deposit-protection/information-landlords-must-give-tenants>

Note: we have provided a template of this document in a zip file with this AST agreement. You [REDACTED]

- B. A copy of booklet "How to rent: the checklist for renting in England". This is a guide that will help the tenant to understand what his rights are, what responsibilities [REDACTED]

You may download the latest version of this booklet from <https://www.gov.uk/government/publications/how-to-rent>.

There is no set procedure or format as to how you should provide it to the tenant. This is for you to decide. It could be [REDACTED]

- C. An energy performance certificate under Energy Performance of Buildings (England and [REDACTED]) 2012 .

To check your certificate validity and detailed guidance, [REDACTED]

<https://www.gov.uk/government/collections/energy-performance-certificates>

- D. A gas certificate under Gas Safety (Installation and Use) Regulations 1998. To find [REDACTED]

<http://www.hse.gov.uk/gas/domestic/faqlandlord.htm>

Note: The Assured Shorthold Tenancy Notices and Prescribed Requirements (England) Regulations 2015 place the obligation to [REDACTED]

5. Permitted and prohibited arrangements

The Tenant Fees Act 2019 (Act) makes important changes to the previous law. The key provisions of the Act restrict the kinds of payments that landlords and letting agents can require and prohibit certain arrangements. In addition the Act sets out stringent regulations for the treatment of [REDACTED]

The only payments you can charge in connection with [REDACTED]

1. the rent
2. a refundable tenancy deposit capped at no more than five weeks' rent where the annual rent is less than £50,000, or six weeks' rent where [REDACTED] 50 , 000 [REDACTED]
3. a refundable holding deposit (to reserve a property) capped at no [REDACTED]
4. payments to change the tenancy when requested by the tenant, capped at £50, [REDACTED]
5. payments associated with early termination of the tenancy, when [REDACTED]
6. payments in respect of utilities, communication [REDACTED], [REDACTED], [REDACTED]
7. a default fee for late payment of rent and replacement of [REDACTED], [REDACTED], [REDACTED]

If the fee you are charging is not on this list, it is a prohibited payment [REDACTED] [REDACTED]

So far as applicable we have included terms [REDACTED]

To find detailed guidance, please visit:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/791273/TFA_Guidance_for_LandlordsAgents.pdf

6. The Deposit Protection Scheme

This is not the place to describe how it works. We assume you are fully aware. However, your [REDACTED] [REDACTED]

7. Who is the tenant?

The "Tenant" is referred to in the masculine singular for convenience. There is no reason in law why you should not [REDACTED], [REDACTED]

8. Witness to signatures

Strictly speaking, the document does not need to be witnessed, but to prevent fraud, it is good practice to insist [REDACTED]

Paragraph specific notes

Notes numbering refers to paragraph numbers

1. Summary of terms

We have no comment.

2. Definitions

We have no comment.

3. Creation and term of tenancy

Do not use this agreement for a lease term of more than 7 years. Most agreements are for 6 months or 12 months . [REDACTED]

Joint and several liability is most important in a situation where more than one person shares responsibility. However, the concept is not strictly applicable at [REDACTED]

4. Rent and services

Edit freely to comply with whatever [REDACTED]

5. Interest on overdue payments

The Tenant Fees Act 2019 states that you can only charge a tenant a default fee where this has been written into [REDACTED] 4 [REDACTED]

The fee will be a prohibited payment where this exceeds interest at more than 3% above the Bank of England's annual percentage rate for [REDACTED] [REDACTED] [REDACTED] (5) [REDACTED] 2019 .

We have worded this paragraph for compliance.

Leave it as is.

6. The Deposit

The Tenants Fees Act 2019 has set a limit on the security deposit. The Act states that it can be capped at no more than five weeks' [REDACTED] 50 , 000 . [REDACTED] [REDACTED] 50 , 000 [REDACTED]

For tenancy deposit protection schemes we suggest you read our [REDACTED] [REDACTED] :

<http://www.netlawman.co.uk/ia/tenancy-deposit-protection-schemes>

In simple terms, the tenant's deposit is protected by one of two schemes, either the insurance based [REDACTED] [REDACTED] [REDACTED]

Insurance based scheme: The [REDACTED]

- My Deposits
- Tenancy Deposit Scheme (TDS)
- Deposit Protection Service Insured Scheme

In these types of scheme the tenant's deposit is held by you or the agent and you pay insurance premiums to the scheme. If there is a [REDACTED] [REDACTED] [REDACTED] [REDACTED]

Custodial based scheme: The only approved custodial scheme is Deposit Protection Service. In this case you or [REDACTED] [REDACTED]

7. Agreement on condition at start of tenancy

It is essential that you provide an accurate and complete "schedule of condition" - a list of what is in each room, with its condition and also the condition of the fabric of that room - paintwork, fittings, and so [REDACTED]
[REDACTED]

8. Repairs and maintenance

Tenant's promises - the old word "covenants" may be used if preferred. [REDACTED]
[REDACTED]

We have provided here and in the two paragraphs following, a menu of items. You [REDACTED]
[REDACTED]

9. Management and use of the Room/Building

Subsection 10.1 is very important. You have a choice. Before 1st October 2015, if a [REDACTED]
[REDACTED] 1954 . [REDACTED]
[REDACTED]

The Small Business, Enterprise and Employment Act 2015 [REDACTED] 1954 [REDACTED] 3ZA [REDACTED]
[REDACTED]

Very simply, that means you no longer have to [REDACTED]
[REDACTED]

A [REDACTED]

- A. a dwelling- [REDACTED]
- B. the tenant or, [REDACTED]
- C. the terms of the tenancy—
 - i. require the tenant or, where there are [REDACTED]
([REDACTED])
 - ii. permit a home business to be carried on [REDACTED]
[REDACTED]
 - iii. do not permit a [REDACTED]

Of course, this provision gives to right to your tenant to do [REDACTED]
[REDACTED]

It is a [REDACTED]

10. Day to day management

We have no comment.

11. Landlord's promises

Standard [REDACTED]

12. Forfeiture of the right to occupy

This is to inform your [REDACTED]

13. Insurance

Edit as required.

14. Guarantor

For various reasons, many [REDACTED]

First, it covers "all losses" and [REDACTED]

Third, we have made it an indemnity [REDACTED]

Finally, this paragraph provides that the guarantee still stands, even if the [REDACTED]

Having tough guarantee provision does not mean you have to take tough action | there is [REDACTED]

The question of when to insist on a guarantor is always tricky. There [REDACTED]

15. Tenant's departure

These [REDACTED]

16. Inventory and return of Deposit

Under the Tenancy Deposit Protection Scheme Regulations, where there is no dispute, the landlord must return the deposit [REDACTED]

17. Notices

Under Section 48 of the Landlord and Tenant Act 1987, [REDACTED]

A frequent difficulty for a landlord is to contact a tenant after the tenant [REDACTED]

We have therefore provided in the notice paragraph for the tenant to give you an alternative address. [REDACTED]

18.3: you should [REDACTED]

18. Waiver

Leave in place.

