

UK-PRres28 (England)

Assured shorthold tenancy agreement (AST): any property

This agreement is dated: [date]

The "Landlord" is: [redacted]

The "Tenant" is: [name redacted]

[name and address of second tenant]

[Add as many tenants as you wish, in the same format redacted]

The "Guarantor" is: [redacted]

The "Agent" is: [redacted]

It is now agreed as follows:

1. Summary of terms

The let property is at: [redacted]

The Rent is: £ [amount]

Payable in advance on: [number] redacted

The Deposit is: £ [amount]

The Term is: six months certain and continuing monthly redacted

2. Definitions

The following definitions apply to this agreement.

"Building" means the building of which the Property forms part, together with paths, drives entranceway, hall, stairs, redacted

"Deposit" means the deposit which will be paid by the Tenant on or before the date of this agreement against the cost to the Landlord of making redacted

"Inventory" means the list of items in the Property, as agreed by both parties and set redacted

"Property" means the Property known as *[insert full redacted]*

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

"Services" means services paid for by the Landlord on behalf of the Tenant, whether or not redacted
Council tax;

Utilities and communication services fixtures relevant to them, [REDACTED]
;
charges for safety and security installations;

“Rent” means the amount payable by the Tenant to the Landlord [REDACTED]
■

3. Creation of tenancy

- 3.1. The Landlord now lets the Property, the Tenant now takes the Property and the Guarantor joins in, for the Term and the Rent, [REDACTED]
- 3.2. 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 [REDACTED]
■1 [REDACTED]
- 3.3. At the end of this term, the Landlord may apply to the court to take back the possession of [REDACTED]
- 3.4. In this agreement, a promise by the Tenant not to do something also implies that the Tenant [REDACTED]
- 3.5. If there is more than one tenant, the term "Tenant" applies to each of them jointly and individually. Each Tenant enjoys the rights granted [REDACTED]
[REDACTED]

4. Rent and Services

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

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. Compliance with Head Lease

- 6.1. In this paragraph, the term "Head Lease" means a lease made between a freeholder and a tenant in circumstances where the tenant then [REDACTED]
- 6.2. In this agreement, "Landlord" means the landlord in relation to this present agreement and "Tenant" [REDACTED]
- 6.3. The Landlord holds the Building / House / Property for a term of [30] [REDACTED]
- 6.4. The Head Lease contains positive and negative covenants just as this sub-lease requires that the Tenant agrees to comply with the [REDACTED]
- 6.5. It is an absolute condition of this sub-lease that the Tenant complies [REDACTED]

List relevant covenants here

7. The Deposit

- 7.1. In this paragraph, "Deposit Protection Scheme" means any scheme set up under the [REDACTED]12 [REDACTED]004 .
- 7.2. The Deposit shall be £ [amount].
- 7.3. 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]
- 7.4. The Tenant may not claim to use the Deposit as part payment of [REDACTED]
- 7.5. 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]
- 7.6. If the Landlord is entitled to make deductions for a greater sum than the Deposit, [REDACTED]
- 7.7. If a dispute arises between the Landlord and the Tenant about the return of the Deposit, the Landlord will deliver the amount in dispute to the scheme [REDACTED]
- 7.8. Within 30 days of the date of this agreement the Landlord will provide to the Tenant a deposit protection certificate, as [REDACTED]

9.6. clean the inside and outside of all windows of the [REDACTED]
[REDACTED]

OR

9.7. clean the inside of all windows of the Property at [REDACTED]
[REDACTED]

9.8. repair any damage to the Property or to the Landlord's fixtures and fittings [REDACTED]
[REDACTED], [REDACTED]

9.9. if any item becomes damaged, replace or [REDACTED], [REDACTED], [REDACTED]
[REDACTED]

10. Management and use of the Property

The Tenant agrees with the Landlord to:

10.1. use the Property only as a residence and not operate a business at the [REDACTED]
[REDACTED] 954], [REDACTED], [REDACTED]

10.2. not sub-let or license any space in the Property, [REDACTED], [REDACTED], [REDACTED]
[REDACTED]

10.3. not allow any other person [REDACTED]

10.4. inform all suppliers of domestic services of his name and address for [REDACTED]
[REDACTED]

10.5. pay whatever council tax is due [REDACTED], [REDACTED]

10.6. not allow service to the fixed telephone line [REDACTED], [REDACTED], [REDACTED], [REDACTED]

10.7. not remove from the [REDACTED]

10.8. not place any advertisement or notice on [REDACTED]

10.9. ensure that the burglar alarm, fire alarm, smoke detectors and Carbon Monoxide
(CO) [REDACTED], [REDACTED]

10.10. pay the [REDACTED]

10.11. notify the Landlord if he intends to leave the Property vacant for a period [REDACTED]
21] [REDACTED], [REDACTED]

10.12. whenever the Property is left unattended, the Tenant [REDACTED]
[REDACTED], [REDACTED]

10.13. notify the Landlord immediately or as soon as reasonably [REDACTED]
[REDACTED]

10.14. allow the [Landlord, his Agent or contractors] access to the Property at reasonable hours during the day, to [REDACTED] [REDACTED] 24] [REDACTED]

10.15. allow the Landlord to fix and maintain a " [REDACTED] [REDACTED] [REDACTED]

10.16. allow the [Landlord or Agent] access to the Property at [REDACTED] 28 [REDACTED] [REDACTED]

AND/OR

10.17. if it shall not be convenient for the Tenant to be at the property at [REDACTED] [REDACTED] [REDACTED]

11. Day to day management

The Tenant promises to:

11.1. maintain and keep in good order all appliances and [REDACTED] [REDACTED] [REDACTED]

11.2. not smoke tobacco [REDACTED]

11.3. put out rubbish for collection and comply fully with any recycling requirements [and [REDACTED] [REDACTED] [REDACTED]

11.4. not keep any caravan, [REDACTED] [REDACTED]

11.5. not allow noise or operation of any sound producing (including [REDACTED] [REDACTED] [REDACTED] 22:00 [REDACTED] 8:00 [REDACTED]

11.6. not cause nuisance or [REDACTED] [REDACTED]

11.7. forward immediately to the Landlord any correspondence addressed to [REDACTED] [REDACTED]

11.8. not permit any oil [REDACTED]

11.9. not dry clothes indoors (except through vented clothes dryers), to always vent steam [REDACTED] [REDACTED]

11.10. not arrange to have a water meter [REDACTED] [REDACTED] [REDACTED]

11.11. not change the supplier of any of [REDACTED] [REDACTED] [REDACTED]

11.12. where applicable, empty the septic tank as often as required during the [REDACTED] [REDACTED] [REDACTED]

11.13. not install any satellite dish, radio receiver or other digital receiver without prior written consent of the Landlord. [REDACTED] [REDACTED] [REDACTED] [REDACTED]

- 11.14. not use an open fire unless the Landlord confirms that [REDACTED]
- 11.15. take extra care when using sinks, baths and showers or when [REDACTED]
- 11.16. not store bicycles or motorcycles or any other large objects [REDACTED]
- 11.17. park vehicles only in the garage [REDACTED]
- 11.18. keep the garden [REDACTED]

12. Pets/animals in the Property

- 12.1. In this paragraph: "[REDACTED]"
- 12.2. This paragraph does not apply to any wild, [REDACTED]
- 12.3. This provision is a concession, not a right. The Landlord [REDACTED]
- 12.4. Whether at the start of this tenancy, or any time during [REDACTED]
- 12.5. Except as specified in this paragraph, [REDACTED]
- 12.6. The Tenant may keep one or more pets in [REDACTED]
- 12.7. The schedule to this agreement describes the specific animal(s) [REDACTED]
- 12.8. The Tenant agrees to indemnify and hold the Landlord harmless from [REDACTED]
- 12.9. The Tenant agrees to indemnify the Landlord for the cost of making good any [REDACTED]
- 12.10. In any circumstance where it is apparent that an [REDACTED]
- 12.11. Breach by the Tenant of the [REDACTED]

Conditions likely to be imposed by the Landlord

- 12.12. The Tenant shall pay a deposit determined at the discretion of the Landlord, available [REDACTED]

12.13. Animals of the species which thrive in the UK climate are [REDACTED]
[REDACTED]

12.14. The concession will not be granted in respect of [REDACTED]
[REDACTED]

12.15. The animal must be under [REDACTED]

12.16. A formal or informal complaint [REDACTED]

13. Landlord's promises

The Landlord now promises to:

13.1. comply with all of his statutory obligations;

13.2. return to the Tenant any portion of the Rent paid [REDACTED]
[REDACTED]

13.3. not interrupt or interfere with the Tenant's right to quiet [REDACTED]
[REDACTED]

14. Forfeiture of the right to occupy

14.1. The Landlord can forfeit the right [REDACTED]

14.1.1 the Rent, or any other sum [REDACTED] 21 [REDACTED]

14.1.2 the Tenant has breached any of the [REDACTED]

14.1.3 the Tenant shall be made bankrupt [REDACTED]

14.2. The Landlord can do this by either:

14.2.1 serving the [REDACTED]

14.2.2 [REDACTED]

14.3. [REDACTED]

14.4. [REDACTED] 1988 ([REDACTED]) [REDACTED]
[REDACTED]

14.5. [REDACTED]

15. Insurance

15.1. [REDACTED]

15.2. [REDACTED]

15.3. [REDACTED] 1984.

16. Guarantor

16.1. [REDACTED]
[REDACTED]

16.2. [REDACTED], [REDACTED], [REDACTED]

16.3. [REDACTED] [REDACTED]

16.4. [REDACTED]

16.5. [REDACTED], [REDACTED], [REDACTED], [REDACTED]
[REDACTED] [REDACTED]
[REDACTED]

17. Tenant's departure

17.1. [REDACTED], [REDACTED]

17.2. [REDACTED]

[REDACTED]

17.3. [REDACTED], [REDACTED]

17.4. [REDACTED], [REDACTED], [REDACTED]
[REDACTED], [REDACTED], [REDACTED]
[REDACTED], [REDACTED]

17.5. [REDACTED], [REDACTED]

17.6. pay for and provide receipts for:

17.6.1 the laundering of all linen and bedding;

17.6.2 steam cleaning of carpets;

17.6.3 dry or steam cleaning of upholstery and cushions;

17.6.4 [REDACTED]

17.7. [REDACTED]

17.8. [REDACTED], [REDACTED], [REDACTED], [REDACTED] [14] [REDACTED]
[REDACTED], [REDACTED], [REDACTED], [REDACTED] 1977. [REDACTED]
[REDACTED], [REDACTED]

17.9. [REDACTED], [REDACTED], [REDACTED], [REDACTED]
[REDACTED]

18. Inventory and return of Deposit

- 18.1. [REDACTED]
- 18.2. [REDACTED]
- 18.3. [REDACTED]
- 18.4. [REDACTED] [4] [REDACTED]
- 18.5. [REDACTED]
- 18.6. [REDACTED]
- 18.7. [REDACTED] [20] [REDACTED]
- 18.8. [REDACTED]
- 18.9. [REDACTED]

19. Notices

- 19.1. [REDACTED]
- 19.2. [REDACTED]
- 19.3. [REDACTED]

It shall be deemed to have been delivered:

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

20. Waiver

[REDACTED]

21. Jurisdiction

Signed by the [Landlord / Agent]:

[Witness name]

and address [address]

Signed by first named [Tenant]:

[Witness name]

and address [address]

Signed by second named [Tenant]:

[Witness name]

and address [address]

Signed by the [Guarantor]:

[Witness name]

and address [address]

Schedule: Animals permitted in the Property at the start of the tenancy:

Examples

Species dog; cat; hamster

██████████

██████████, ██████████

██████████

██████████, ██████████, ██████████ (██████████)

Number/quantity 1

Age in years 3

Years owned 3

The animal damage deposit is £

more . . . To Landlord's choice

Explanatory notes:

Assured shorthold tenancy agreement (AST): any property

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]”)

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 Property 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 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], [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]

- ✓ 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]

- ✓ 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>.

- ✓ A gas certificate under Gas Safety (Installation and Use) [REDACTED] 1998 .

To find detailed guidance, please visit: <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 services, TV licence [REDACTED], [REDACTED]
7. a default fee for late payment of rent and replacement of a lost key/security device , [REDACTED]

If the fee you are charging is not on this list, it is a prohibited payment and you should not charge it. A prohibited [REDACTED]

So far as applicable we have included terms in this agreement in [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 tenant will have little or no knowledge of it. You have a legal obligation [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].

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

Note: 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 liabilities are most important in a situation where more than one person shares responsibility. So you can specify that each of several parties to an agreement is liable for the whole of an obligation. In law, that would [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. Compliance with the Head Lease

Delete the entire paragraph if not required.

If your headlease is dated more than, say, 30 years ago, the text is likely to be more [REDACTED]

In any event, it is essential that you, the landlord, pass the headlease obligations to the present sub-tenant. It is important that you check that each covenant or other obligations [REDACTED] [REDACTED] [REDACTED]

You should also check that there is no duplication in the covenants from [REDACTED]

We suggest that many tenants will be discouraged from taking a tenancy of your property [REDACTED]

7. 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] 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]

Insurance based scheme: The [REDACTED]

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

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

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

8. 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]

9. Repairs and maintenance

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

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

10. Management and use of the Property

Subsection 10.1 is very important. You have a choice. Before 1st October 2015, if a tenant conducted a business from his rented house, he could acquire the rights available to any business tenant under the Landlord [REDACTED] 1954. [REDACTED]

The Small Business, Enterprise and Employment Act 2015 inserted a new provision into the 1954 Act. S 43ZA [REDACTED]

Very simply, that means you no longer have to worry if your tenant carries on a home business from your residential [REDACTED]

A home business tenancy [REDACTED]—

- A. a dwelling-house is [REDACTED]
- B. the tenant or, where there are joint tenants, [REDACTED]
- C. the terms of the tenancy—

- i. require the tenant or, where there are joint tenants, at least one of them, to [REDACTED]
- ii. permit a home business to be carried on [REDACTED]
- iii. do not permit a [REDACTED]

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

It is a [REDACTED]

11. Day to day management

We have no comment.

12. Pets/animals in Property

In the UK, the Dogs and Domestic Animals (Accommodation and Protection) [REDACTED] Model [REDACTED]

The law prohibits a landlord from exercising a blanket ban on pets. The fact is [REDACTED]

A few [REDACTED]

- ✓ you hold a valid 'certificate [REDACTED]
- ✓ the tenant fails to provide a 'responsible animal guardianship certificate' [REDACTED]
- ✓ the size of the pet [REDACTED]
- ✓ living in the rental accommodation [REDACTED]

The law also allows you to [REDACTED]

Following this, we have provided in this [REDACTED]

We suggest [REDACTED]

Note: If you decide to take a deposit for [REDACTED]

We have provided a detailed [REDACTED], [REDACTED]

You can find more information at: <https://commonslibrary.parliament.uk/can-my-landlord-prevent-me-from-keeping-a-pet/>

13. Landlord's promises

Landlords must be aware of the strict legal requirements and their consequent strict responsibility for the safe installation and maintenance of gas appliances, [REDACTED]
[REDACTED]
[REDACTED]

The Furniture and Furnishings Fire Safety Regulations impose fire resistance standards for domestic [REDACTED]
[REDACTED]

14. Forfeiture of the right to occupy

This is to inform your [REDACTED]

15. Insurance

Edit as required.

16. Guarantor

For various reasons, many [REDACTED]

First, it covers “all losses” and [REDACTED]
[REDACTED]

Third, we have made it an indemnity [REDACTED]
[REDACTED]

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

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

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

Our advice is, always ask for a guarantor. It is essential if you are letting to young [REDACTED]
[REDACTED]
[REDACTED]

Who should a landlord seek as guarantor? Briefly, insist that your tenant finds someone whom he will not want [REDACTED]
[REDACTED]

17. Tenant’s departure

These [REDACTED]

18. Inventory and return of Deposit

Under the Tenancy Deposit Protection Scheme Regulations, where there is no dispute, the landlord must return the deposit [REDACTED] 0 [REDACTED] [REDACTED] [REDACTED] 0 [REDACTED]

19. Notices

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

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

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

19.3: you should [REDACTED]

20. Waiver

Leave in place.

21. Jurisdiction

Leave in place.

Inventory

We also provide an [REDACTED] [REDACTED] [REDACTED] [REDACTED]

We have given [REDACTED] [REDACTED]

End of notes