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Incorporated 20/07/2010 Cunningham's Property Maintenance company number: 07320474 • Incorporated 04/11/2009 Cunningham Coffee Lounge company number: 07066419
Incorporated 04/08/2008 Cunningham Lettings company number: 06663953 • Registered address U4 Lenton Business Centre, Lenton Boulevard, Nottingham, NG7 2BY Tel: 01158418841 • VAT 995558841

ASSURED SHORTHOLD TENANCY AGREEMENT

This agreement is made between the Managing Agent
"Cunningham Residential Lettings"

And

The landlord

And

The tenants of the property below

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Before signing this contract please note:

- a) Once this contract has been signed you are legally bound by the conditions and will not be released from the contract unless you are able to produce a replacement tenant who is willing to sign the contract and be bound by the same conditions.
- b) If we do not receive all documentation within 14 days of the signing of this document we will be within our rights to re-advertise the property and you will risk losing the property and the deposit.

THIS AGREEMENT is dated.....

PARTIES

- (1) Cunningham Lettings (Managing Agent)
- (2) The Landlord _____
- (3) Tenant One.....
Tenant Two.....
Tenant Three.....

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.
Contents: the furniture, furnishings and any other items set out in the Inventory.
Deposit: This is the equivalent of one months' rent and in addition a £125.00 administration fee
Cheques, cash, on line bank transfers or card payments must be received within 14 days of signing the contract, guarantor forms and standing order forms. **If the documents are not received within 14 days of the date on your signed contract you will risk losing the property and your deposit and administration fee.**
First Rent Payment Date: Due before moving in to the property with the exception of local authority direct payments
Inventory: the list of Contents attached to this Agreement and signed by the parties.
HA 1988: Housing Act 1988. **HA 1996:** Housing Act 1996.
LTA 1985: Landlord and Tenant Act 1985.

Total monthly rent £.....

Please note: Cheques or Standing Orders returned by the bank unpaid will incur a £25 administration charge which will be added to your rent account to be settled within 14 days, any unpaid charges will be deducted from your deposit at the end of the Tenancy Agreement.

Term: a fixed term of _____ months. Clause headings shall not affect the interpretation of this agreement.

DPS: Deposit Protection Scheme as defined in the *Housing (Tenancy Deposit Schemes) Order 2007*

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) [and that person's legal and personal representatives, successors and permitted assigns].
- 1.3 Words in the singular shall include the plural and vice versa.
- 1.4 A reference to one gender shall include a reference to the other genders.
- 1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6 A reference to an agreement is a reference to this agreement.
- 1.7 A reference to **writing** or **written** includes faxes and e-mail.
- 1.8 Any reference to Tenancy refers to the tenancy created under this agreement.
- 1.9 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by the Landlord.
- 1.10 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 References to clauses are to the clauses of this agreement.
- 1.12 Unless otherwise expressly provided, the obligations and liabilities of the parties under this agreement are joint and several.

2. AGREEMENT TO LET

- 2.1 By Agreement by the Landlord and the Tenant the unexpired term Old Agreement is now brought to an end and the Landlord agrees to let the Property to the Tenant for the Term.

- 2.2 This Agreement creates an assured Shorthold tenancy under Part I Chapter II of the HA 1988, this means that once the Tenancy has expired the Landlord is entitled to recover possession under section 21 of the HA 1988, unless the Landlord has served a notice on the Tenant at the start of, or during the Tenancy stating that it is not an assured shorthold tenancy.
- 2.3 Clause 2.2 will not apply where the Landlord fails to comply with DPS requirements and will be prevented from recovering possession of the Property using the accelerated possession procedure under section 21 of the HA 1988.

3. CONTENTS

- 3.1 The Tenant will keep the Contents in good condition and will return the Contents to the Landlord at the end of the Term in the same state (except for fair wear and tear) as detailed on the Inventory.
- 3.2 To keep the interior of the Property and the doors and windows and skylights (including the glass in the doors, windows and skylights) in a good state of repair and condition and clean the windows and the glass in any exterior doors at least once in each month during the Term or as often as is reasonably required;
- 3.3 To keep the furniture in good repair and not to remove from the Property any of the furniture and to replace with similar articles of at least equal value any part of the furniture which may be destroyed or so damaged as to be incapable of being restored to its former condition (except such as may be destroyed or damaged by accidental fire), save where the insurance maintained by the Landlord has been wholly or partly invalidated by any act or default of the Tenants or at the option of the Landlord, to pay him the value of the furniture in its present condition;
- 3.4 Not to deface the Property or permit or suffer them to be defaced internally or externally and not to change the locks or security codes without the prior written consent of the Landlord, and to supply the Landlord with a set of keys or the new code immediately upon replacement.
- 3.5 The Tenants must report immediately to the Agent if keys or security codes or devices are lost or compromised during the Term and must take immediate steps to provide new keys and or new security codes or devices, supplying the Landlord with a set of keys or the new code or device immediately upon replacement.
- 3.6 The Tenants must deliver to the Landlord / Agent all keys and security devices or codes by 12 noon on the date the Term ends.
- 3.7 To keep the grass cut and the hedges trimmed and the pathways weeded and the beds in a state of fit cultivation and not overgrown with weeds and to clear away fallen leaves; if tools are not already provided please inform Cunningham Lettings as soon as
- 3.8 To report to the Landlord as soon as possible any disrepair or defect for which the Landlord is responsible in the structure or exterior of the Property or in any installation in the Property. The Tenant will be held responsible for any damage caused by late notification and charged;
- 3.9 To permit the Landlord and his Agents to enter the Property at all reasonable times for the purpose of inspecting the Property and the furniture and for the purpose of carrying out any repairs or alterations that may be necessary during the Term pursuant to the Landlord's repairing obligations and to inspect the Property with interested parties with a view to proposed sale or letting;
- 3.10 To place all refuse in a proper receptacle and ensure that it is regularly collected by the local authority, such receptacle to be kept only in a place on the Property approved by the Landlord;
- 3.11 To keep all electrical, radio, television, video and other domestic appliances, security alarms and smoke detectors in good working order, except for installations that are the responsibility of the Landlord;
- 3.12 At all times to keep the interior of the Property, including internal walls and other surfaces, doors and window frames within the Property, in a good state of decorative condition as the same are in now (fair wear and tear excepted), and not damage the walls with nails, pins, glue or other adhesive putty and make good any damage so caused and to deliver up the Property and the furniture at the end of the Term in the condition as the same as are now in (fair wear and tear excepted).
- 3.13 Following routine inspections, the Tenant must ensure the Property is in a clean and tidy condition. Following routine inspection of the Property, if the Landlord is dissatisfied with the level of cleanliness, the Tenants will be given an opportunity in writing to remedy the same within 5 working days. If the Tenants fail to then leave the Property in a clean and tidy condition, then contract cleaners will be instructed to clean the property at the Tenants cost.
- 3.14 The Landlord and Tenant consent to the use of the Inventory as evidence in any dispute arising in connection with the Deposit if the dispute is referred to an adjudicator according to the DPS in which the Deposit is held.
PROVIDED that this clause 3 (except for clause 3.8) shall not relate to any matters which are the responsibility of the Landlord under the Landlord and Tenants Act 1985 Section 11 (or a statutory extension or modification thereof).

4. RENT

- 4.1 The Tenant agrees to pay the Landlord the Rent in advance, on, or before the Rent Payment Dates at all times in the manner set out below with the exception of pre agreed rent payments to be made directly to the agent or landlord by the local authority.
- 4.2 The first instalment of the Rent shall be made on or before the First Rent Payment Date.
- 4.3 The Tenant will be in breach of this Agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord will be entitled to use the statutory provisions contained in the HA 1988 to recover possession of the Property or any other statutory remedies available.
- 4.4 If there is damage or destruction to the Property which has made it uninhabitable, payment of the Rent shall be suspended until the Property is made habitable.

5. DEPOSIT

- 5.1 The Landlord acknowledges receipt of the Deposit from the Tenant.
- 5.2 At the end of the Term, the Landlord will be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:
- (a) Make good any damage to the Property or the Contents (except for fair wear and tear).
 - (b) Replace any of the Contents which may be missing from the Property.
 - (c) Pay any accounts for Council tax charges or any other taxes or accounts for which the Tenant may be liable, which remain unpaid.
 - (d) Pay any Rent which remains unpaid.
 - (e) Clean the Property and the Contents at the end of the Term if the Tenant is in breach of its obligations under clause 3.

6. DEPOSIT PROTECTION SCHEME ARRANGEMENTS

- 6.1 The Landlord is a member of The Deposit Protection Service a statutory insurance TDS and agrees to hold the Deposit in accordance with the rules of the above service.
- 6.2 The Deposit is protected by THE DEPOSIT PROTECTION SERVICE, The Pavilions, Bridgewater Road, BRISTOL, BS99 6AA. The Deposit is held by the Deposit Protection Service.
- 6.3 If the Landlord intends to withhold all or part of the Deposit as detailed in clause 5 it must inform the Tenant within 30 working days of the end of the Term.
- 6.4 The Landlord will place the Deposit into a DPS within 14 days of receiving the Deposit and will notify the Tenant of the details of the DPS.
- 6.5 The Landlord and Tenant agree when the Tenancy expires the Landlord will inform the DPS Scheme Administrator that the Deposit is to be repaid in the sums agreed between the Landlord and Tenant within 10 working days of being informed of the share decisions.

7. USE OF PROPERTY

- 7.1 The Tenant will only use the Property as a private dwelling house, for the use of the Tenant and not to take in lodgers or paying guests
- 7.2 The Tenant will not use the Property for the purposes of conducting a business.
- 7.3 The Tenant will not interfere with or make any alteration to the structure of the Property or the layout of the garden
- 7.4 The Tenant will not keep pets or any animal on or in the Property without first obtaining the Landlords written consent
- 7.5 The Tenant agrees not to do anything to or on the Property that:
- (a) causes a nuisance or annoyance to occupiers of adjoining or neighbouring properties, in particular not to play or use or permit to be played or used in the Property any musical instrument or sound reproduction equipment between the hours of 10.30pm and 7.30 am so as to be audible outside the Property
 - (b) involves using the Property for immoral or illegal purposes.
 - (c) has the effect of invalidating the insurance on the Property or to cause the increase in the rate of premium on any such policy that the Landlord has taken out in accordance with clause 11.2.
- 7.6 The Tenant will not without the express written consent of the Landlord fix any cables aerials wires lines or other attachments to the exterior of the Property

7.7 The Tenant shall not neglect the upkeep of the lavatories pipes drains ducts and conduits within or serving the Property

8. ASSIGNMENT OR SUBLETTING

The Tenant will not assign sublet, part with or share possession or occupation of the Property or any part of the Property. In particular and without prejudice to the generality of the foregoing the Tenants must not enter into any agreement or arrangement whereby any occupant of the Property may become entitled to an assured tenancy or otherwise to security of tenure pursuant to the HA 1996

9. REPAIRS

9.1 The Tenant must keep the Property clean, tidy and in good repair and condition.

9.2 The Tenant must keep the drains, gutters and pipes of the Property clear from obstruction subject to section 11 of LTA 1985.

9.3 The Tenant must not make any alteration, addition, or redecoration to the Property.

9.4 The Tenant must ensure that any Contents are replaced with items of a similar value or where it is impossible to replace or repair an item to its former condition, the Tenant will pay the Landlord the value of the item in its current condition if the Landlord consents.

10. UTILITIES AND OUTGOINGS

10.1 The tenant shall pay all costs in connection with the supply and removal of gas, electricity, water, sewerage, telecommunications, data and other services and utilities to and from the Property.

10.2 If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.

10.3 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.

11. LANDLORD'S COVENANTS

11.1 The Landlord agrees to provide the Tenant with suitable means of access and egress to and from the Property.

11.2 The Landlord agrees to insure the Property, to its full value, providing a copy of the insurance cover to the Tenant if requested.

11.3 The Landlord will ensure that all damage caused to an insured risk is remedied as soon as possible under the insurance policy, unless the damage has been caused by the wilful actions or negligence of the Tenant.

11.4 The Landlord agrees that upon the Tenants paying the rent and performing and observing their covenants to allow the Tenant quiet enjoyment of the Property and to avoid unreasonable interruption.

11.5 The Landlord agrees to carry out all repairs for which it is responsible under section 11 of the LTA 1985 namely:

- (a) to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes),
- (b) to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity), and
- (c) to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.

11.6 The Landlord will not be required:

- (a) to carry out works or repairs for which the Tenant is liable by virtue of its duty to use the premises in a tenant-like manner, or would be so liable but for an express covenant on its part,
- (b) to rebuild or reinstate the premises in the case of destruction or damage by fire, or by tempest, flood or other inevitable accident, or
- (c) to keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

12. DEFAULT BY THE TENANT

The Agent reserves the right to re-enter the Property or any part of them and resume possession of the furniture if:

- (a) the Rent is unpaid 15 days after becoming payable;
- (b) the Tenant has breached the agreement in any way; or
- (c) the Tenant is declared bankrupt under the Insolvency Act 1986

13. RESERVATION OF LANDLORD'S RIGHT TO ENTER THE PROPERTY

13.1 The Agent reserves the right to enter the Property if:

- (a) it intends to inspect the condition and state of repair of the Property;

- (b) it intends to carry out repairs to the Property pursuant to its obligation to repair the Property under this agreement;
- (c) gas or water readings from the gas or water meter in the Property are required;
- (d) in the last month of the Tenancy the Landlord wishes to show prospective new tenants around the Property, giving at least 24 hours notice to the Tenant beforehand.

13.2 The Agent has the right to retain a set of keys to the Property which should only be used with the prior consent of the Tenant, save in an emergency.

13.3 The Agent authorises The Landlord to enter the property and to act as agent on their behalf so far as is reserved within this Clause

13.4 If the Tenant breaches the agreement or fails to fulfil any of its obligations under the agreement, the Tenant will pay any reasonable costs incurred by the Landlord in connection with the enforcement of those obligations.

14. EXPIRY OF THE AGREEMENT

14.1 The Landlord has the right to recover possession of the Property and end the agreement if:

- (a) the Tenancy has come to an end and the Landlord has given two months notice to the Tenant of its intention to recover possession of the Property, and at least six months have passed since the date of the original agreement.
- (b) it is exercising Grounds 2, 8 and 10- 15 under Schedule 2 of the HA 1988 to reclaim possession of the Property where the Tenant has breached its obligations under the agreement.
- (c) the Rent is outstanding for the period detailed in clause 11.2.
- (d) the Tenant is in breach of an obligation under the agreement, has been notified of this breach by the Landlord and has failed to respond adequately or at all to the notice.

14.2 If the Tenant stays in the Property after the Tenancy has expired then a periodic tenancy will arise on a weekly basis. The Tenancy can be ended by the giving of a notice to the Landlord by the Tenant, one month before the expiry of the period of Rental.

14.3 The Tenant will provide the Landlord with a forwarding address once the Tenancy has come to an end.

14.4 The Tenant will remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions have been left at the Property after the Tenancy has ended, the Landlord has the right to dispose of the Tenant's possessions after making reasonable attempts to contact the Tenant.

15. INTEREST

The Tenants must pay interest at 8% per annum on any rent or other payment due from the Tenants to the Landlord which is not received by the Landlord within 14 days after the payment is due, from the date on which payment was due to the date of the actual payment, both before and after any judgment

16. JOINT AND SEVERAL LIABILITY

Where the Landlord and the Tenant for the time being comprise two or more people, obligations expressed or implied to be made by or with them are deemed to be made by or with such persons jointly and severally

17. REPLACEMENT TENANTS

17.1 The Tenant will be unable to end their Tenancy prior to the expiry date of their tenancy, unless;

- (a) the Tenant can show their rental account is fully up to date;
- (b) a replacement tenant has been found who can take over the tenancy until the expiry date of the Tenancy. The replacement tenant must be authorised to take up the tenancy by all other remaining tenants of the household and by the Landlord; and
- (c) the leaving Tenant and replacement tenant have signed the appropriate documentation provided by the Landlord

17.2 if no replacement is found and a Tenant leaves the loss of rent for that period will be deducted from the group bond deposited at the commencement of the Term

18. NOTICES

18.1 Any notice sent under or in connection with this agreement will be deemed to have been properly served if sent to or left at the Landlord's address (as given at the top of this agreement) by the Tenant.

18.2 Any notice sent to the Tenant under or in connection with this agreement will be deemed to have been properly served if left at the Property or sent to the Property by first class post. If sent by first class post the notice will be deemed to have been received the day after it was sent.

19. GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.

Additional agreements made between landlord, tenants and agent

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.....
.....
.....

This agreement has been entered into on.

Insert Date _____

Signed by (Agent) _____ Full Name _____

Signed by _____ (Tenant) 1 Name.....

Mobile _____ . Email _____ .

Signed by _____ (Tenant) 2 Name.....

Mobile _____ . Email _____ .

Signed by _____ (Tenant) 3 Name.....

Mobile _____ . Email _____ .

