

**ASSURED SHORTHOLD TENANCY AGREEMENT**

**1. THE TENANCY**

1. This is an Assured Shorthold Tenancy Agreement between  
..... (the 'Tenant's')

And (the 'Landlord')

2. **Address of tenancy** (the 'Premises')

.....

3. **Date of Commencement of Assured Shorthold Tenancy**

.....

4. The maximum number of people permitted to occupy the Premises is  
.....

The rights and duties of both parties are set out in this Agreement.

**Please read this Agreement carefully.**

5. This is an Assured Shorthold Tenancy within the meaning of Section 19A of the Housing Act 1988 (as amended by the Housing Act 1996). This tenancy is for a fixed term of six months from the date of commencement stated above.

Where the Tenants are joint tenants, the term 'Tenant' refers to both or all parties.

**6. Please keep your copy of the Agreement in a safe place.**

7. The Landlord and the Tenant agree that the provisions of the Contracts (Rights of Third Parties) Act 1999 will not apply to this Agreement. This means that none of its terms can be enforced by a person who is not the Tenant or the Landlord.

8. By entering into this Agreement the Tenant consents to the Landlord disclosing any relevant personal sensitive data to certain third parties who are able to show that they are entitled to receive this information. Any such disclosure will be in accordance with the Data Protection Act 1998 or

such other relevant legislation and the Landlord's policies on disclosure of information and confidentiality.

## 2. THE LANDLORD'S DUTIES

**2.1 Possession:** To give the Tenant possession of the Premises at the commencement of the tenancy.

**2.2 Tenant's Right To Occupy:** Not to interrupt or interfere with the Tenant's right to peacefully occupy the Premises except where:

(i) Access is required to inspect the condition of the Premises and furniture, where provided, or to carry out repairs or other works to the Premises (including Improvement works and gas safety checks) or adjoining Premises. The Landlord will provide the Tenant with at least 24 hours notice in writing that access is required, unless in case of emergency; or

ii) A Court has given the Landlord possession by ending the tenancy.

**2.3 Security Of Tenure:** For as long as the Tenant (or any one of them) occupies the Premises as their only or principal home, this Agreement is an Assured Shorthold Tenancy. This means that the Landlord cannot recover possession of the Premises without a Court Order.

**2.4 Grounds For Possession:** Whilst this tenancy remains an Assured Shorthold Tenancy, the County Court may only grant a Possession Order to the Landlord in one or more of the following circumstances:

- i. The Tenant has been served with a Notice served pursuant to S21(4) Housing Act 1988 (as amended) giving the Tenant at least 2 months' notice that possession is required. Such a notice cannot take effect until the 6 months fixed term of this tenancy has expired; or
- ii. on one or more of the grounds for possession summarised below. The Court will make an order on such grounds only if the Landlord has served a written notice which complies with certain legal requirements or, in certain circumstances, the Court deems it just and equitable to dispense with such service. A summary of the grounds are set out below :-
  1. The Tenant fails to pay rent to the Landlord.

2. The Tenant has persistently delayed in paying rent to the Landlord.
3. The Tenant breaks any conditions of the tenancy.
4. The Tenant or any person living at the Premises damages or fails to look after the Premises or any common parts.
5. The Tenant or anyone living with or visiting the Tenant is responsible for any of the following:
  - i) A nuisance or behaviour likely to cause a nuisance to adjoining occupiers or other neighbours, including the surrounding neighbourhood,
  - ii) Using or allowing the Premises to be used for immoral or illegal purposes,
  - iii) Causing harassment due to any characteristics protected by law,
  - iv) Performing any action which interferes with the peace, comfort or convenience of others,
  - v) Distributing from and/or using illegal drugs on the Premises or in the locality,
  - vi) Committing acts of violence or threatening behaviour to Landlord employees/agents.
  - vii) Committing an indictable offence in the locality of the Premises.
6. The Tenant has used or threatened to use violence to another member of the household.
7. The Tenant, anyone living with or visiting the Tenant causes damage to any furniture which the Landlord has provided.
8. Suitable alternative accommodation is available to the Tenant and the Landlord wishes to regain possession of the Premises:
  - i) Where the Premises are legally overcrowded.
  - ii) Where the Landlord requires the Premises to redevelop, rehabilitate or to do work.
  - iii) Where succession results in the Premises being under occupied.
  - iv) Where specially designed accommodation is no longer required by the occupant.
9. If the Landlord needs to gain possession in order to demolish, redevelop, rehabilitate or to work in the Premises.
10. Where a person has succeeded to a tenancy under the Will or Intestacy of the Tenant and the Landlord seeks possession within twelve (12) months of the death of the Tenant.
11. Where the Tenant is eight (8) weeks or two (2) months or more in arrears with paying rent at the date of service of the Notice Of Seeking Possession and at the date of hearing.

12. Where false information is knowingly provided at the time of application for the tenancy by the Tenant or someone acting on the Tenants' behalf.

The Tenant will be given a notice which explains the reasons why the Landlord wishes to obtain possession, on one or more of the grounds in Schedule 2 of the Housing Act 1988. This gives a date after which court proceedings for possession may start.

The Landlord may give a notice to take immediate effect in the circumstances listed under 5 above.

The Landlord will otherwise normally give a minimum period of notice of twenty eight (28) days except for the circumstances listed in 8, 9 and 10 where two (2) months will apply.

The Court shall not make an order for possession to the Landlord in any of the circumstances listed in 1, 2, 3, 4, 5, 6, 7, 8 and 12 above, unless it is considered reasonable.

The Court must make an order for possession to the Landlord where possession is in the circumstances listed in 9, 10 and 11 above.

The Landlord will meet the Tenant's necessary removal expenses where 9 and 10 are applied.

**2.5 Net Rent** The Landlord may increase (or decrease) the rent by giving the Tenant not less than 4 (four) weeks notice in writing in accordance with the provisions of this Agreement.

The notice will specify the new net rent payable and any additional payment for service charges and furniture charges, where applicable. These may be varied each year in accordance with the provisions of this Agreement.

**2.6 Rent Variation Date** The net rent payable will be reviewed as from the first Monday in April which falls after the commencement of this Agreement and on each first Monday in April in each subsequent year thereafter for so long as this Agreement subsists (this is known as the 'Rent Variation Date').

**2.7 Services** The services provided by the Landlord are set out in this Agreement. The service charge is an additional payment to the net rent which shall be a fair proportion of the costs incurred or likely to be incurred in the provision of services each year. The Landlord reserves the right to vary or withhold the provision of services during the period of this

tenancy. The Landlord will notify the Tenant of the proposed variations asking for the Tenant's comments. These will be considered before making any changes.

**2.8 Local Taxes** If local tax is collected with the rent, any increase will take effect immediately. The Landlord will give reasonable notice of any local tax increase as soon as possible.

**2.9 Changing This Agreement** With the exception of any changes in Net Rent, Local Taxes and Services, this Agreement may only be altered in writing of both the Tenant and the Landlord.

**2.10 Repairs** The Landlord shall:

2.10.1. Keep in repair the structure and exterior of the Premises including;

- i. Drains gutters and external pipes
- ii. The roof
- iii. Outside walls, outside doors, window sills, sash cords, glazing seals, window frames, catches and glass.
- iv. Internal walls, skirting boards, doors and door frames, floors (excluding coverings), ceilings and plasterwork, but not including decoration of these.
- v. Chimneys and chimney stacks and flues but excluding the sweeping of chimneys and flues.
- vi. Pathways, steps and other means of access.

2.10.2 Keep in repair and working order the installations for room heating, water heating and sanitation and for the supply of water, gas and electricity, including;

- i. Basins, sinks, baths, toilets flushing systems and waste pipes.
- ii. Electrical wiring, gas pipes and water pipes.
- iii. Water heaters, fire places, fitted fires.
- iv. Sockets and light fittings.
- v. The Landlord will comply with the Gas Safety Regulations.

2.10.3 In the case of flats and other Premises with common parts the Landlord shall take reasonable care to keep the common entrance halls, stairways, lifts, passageways and other common parts in reasonable repair and to keep the lighting of these areas in working order.

The Landlord will be liable for the cost of repairing the above only if, in the opinion of the Landlord, they fall out of repair through no fault of the Tenant and provided they were fitted prior to the tenancy or by the Landlord during the tenancy.

**2.11 Right To Check Information** Each Tenant has the right to check the accuracy of some of the information the Landlord holds about their tenancy. This is:

- i) Any information stored on the Landlord's computer.
- ii) Any information the Tenant has given the Landlord

If a Tenant wishes to look at this information they should contact their landlord directly in writing. The Landlord will normally require fifteen (15) working days notice. Identification will be required before information can be released.

**2.12 Data Protection Act** The Landlord will comply with the Data Protection Act and General Data Protection Regulations and hold all information about the Tenant in confidence, save that information held on record concerning the conduct of the tenancy which may be disclosed to other parties including, but not limited to, other Landlords, the Police Local Authorities and the Department of Work & Pensions.

### 3. THE TENANT'S DUTIES

**3.1 Possession** To take possession of the Premises at the commencement of the tenancy and not to part with possession of the Premises or sub-let the whole of it.

**3.2 Right To Occupy** To occupy the Premises as his or her only or principal residence. The Tenant must give up the tenancy if it no longer is his or her principal residence.

**3.3 Rent** To pay the rent. The rent week begins on Monday. Regular and prompt payment of rent is to be made weekly in advance.

**3.4 Service Charge** To pay the service charge. Where services are provided with the Premises, an additional payment to the net rent must be paid regularly and promptly by the Tenant as a service charge.

**3.5 Repairs** The Tenant will:

3.5.1 Tell the Landlord of any repairs which are the Landlord's responsibility. The Tenant must allow the Landlord's contractors access to carry out its repair duties, including the annual gas safety check. The Landlord must give the Tenant reasonable notice where access is required except in emergencies. This will be usually be at least 24 hours.

3.5.2 Replace or repair any fixtures or fittings, (such as locks and keys, hinges, tap washers, glass in doors and windows) or furniture (if provided), which require attention due to the misuse by the Tenant or any invited visitors to the Premises.

3.5.3 Keep all baths, sinks and cisterns, sanitary fittings and drains clean and unblocked. The Tenant is responsible for the repair of all furniture provided, except routine maintenance of appliances.

3.5.4 Pay the cost of any work outlined above which has been carried out by the Landlord at the Tenant's request, or as a result of the Tenant's failure to maintain, including replacing damaged or missing furniture.

**3.6 Decoration** To keep the internal decoration of the Premises in a good and clean condition.

**3.7 Access** Where services are provided, the Tenant must allow access for the Landlord's / contractors to provide these services.

**3.8 Residential Use** To use the Premises for residential purposes only and not to run a business from the Premises.

**3.9 Vehicle Repairs & Parking** Major vehicle repairs should not be undertaken on or in the vicinity of the Premises. The Tenant should not park an illegal or unroadworthy vehicle in the vicinity of the Premises.

**3.10 Gardens & External Areas** The Tenant must maintain and keep tidy any garden or external area let with the Premises, including driveway or hard standing area. In the event that the Landlord has cause to carry out work to maintain garden or external areas, the Tenant may be liable for any costs incurred.

**3.11 Furniture:** Where furniture is provided, the Tenant must take all reasonable precautions to ensure that all of the items detailed on the Inventory Schedule remains at the Premises and in good repair and condition. The Tenant must ensure that no items belonging to the Landlord are removed and/or destroyed or damaged.

The Landlord shall require any furniture removed from the Premises to be replaced at the Tenant's expense.

**3.12 Assignments & Exchanges:** Not to assign the tenancy unless as a result of a Court Order

**3.13 Assured Sub Tenancies:** The Tenant is not allowed to grant an assured sub tenancy to both the whole or any part of the Premises.

**3.14 Hate Behaviour & Other Harassment:** The Tenant must not commit or allow members of his/her household or invited visitors to commit any form of harassment on the grounds of age, disability, gender reassignment, marriage/civil partnership, pregnancy/maternity, race, religion/belief, sex or sexual orientation or harass any other person by doing anything which may interfere with the peace and comfort of, or cause offence to, any other Tenant, members of his/her household, visitors or neighbours or the Landlord's employees/agents.

Examples of harassment include but are not limited to: racist or homophobic behaviour or language; using or threatening to use violence; using insulting words or behaviour; damaging or threatening to damage another person's home or possessions; writing threatening, abusive or insulting graffiti; doing anything which interferes with the peace, comfort or convenience of other people.



**3.15 Drugs/Illegal Substances:** The Tenant, member of his or her household or any other invited visitor shall not contravene the Misuse of Drugs Act 1971 or any other statutory order at the Premises or in the locality. They therefore agree not to supply or possess a controlled drug in the Premises or in the locality or use the Premises in connection with these activities.

**3.16 Nuisance:** The Tenant must not cause, or allow members of his/her household or invited visitors to cause, or do anything likely to cause a nuisance or annoyance to neighbours, other Tenants of the Landlord or the Landlord's employees/agents nor use the Premises or locality for illegal or immoral purposes. A conviction for an indictable offence is a nuisance.

Examples of nuisance include but are not limited to: loud music; arguing and door slamming; dog barking and fouling; playing ball games close to someone else's home.

**3.17 Violent & Threatening Behaviour:** The Tenant or members of his/her household or invited visitors must not commit any act of violence or threatening or abusive behaviour to other Tenants, members of his/her household, visitors, neighbours or the Landlord's employees, contractors or agents.

**3.18 Offensive Weapons:** The Tenant or members of his/her household or invited visitors must not allow weapons of any description to be kept or used on the Premises. The Tenant or members of his/her household or invited visitors must not use or keep the same, nor use any item not generally classified as an offensive weapon or in a threatening or aggressive way.

**3.19 Noise** The Tenant must not cause or allow any noise which might cause a nuisance or annoyance to neighbours or can be heard outside the Premises.

**3.20 False Information** The Tenant or someone acting for the Tenant, must not give false information when applying for this tenancy. If false information is given, this will constitute a breach of this tenancy.

**3.21 Pets** The Landlord's prior written consent (which will not be unreasonably refused) is needed for any animal (other than a caged bird), to be kept on the Premises.

**3.22 Paraffin & Mobile Gas Heaters** For reasons of safety, no paraffin or gas mobile heaters should be used or stored on the Premises.

**3.23 Moving Out** Upon termination of the tenancy the Tenant must return all keys to the Property to the Landlord's office on the last day of the tenancy. Where keys are not returned the Tenant will still be liable for rent and/or mesne profit.

The Tenant must give vacant possession and leave the Premises and furniture, where provided, in good, clean condition. The Tenant will be charged for any redecoration or repair work for which they are liable. The Landlord accepts no responsibility for anything left at the Premises by the Tenant at the end of the tenancy.

**3.24** The Landlord's prior written consent is needed for alterations or improvements to the Premises and its fixtures and fittings.

## **4. TERMINATION**

### **4.1 Termination of Tenancy**

4.1.1 If there is a breach of any of this Agreement by the Tenant the Landlord may serve notice in accordance with Section 8 of the Housing Act 1988 (as amended).

4.2 If the Rent or any part is in arrears for at least 21 days after it has become due (whether legally demanded or not) or if there is a breach of any of this Agreement by the Tenant, the Landlord may re-enter the Property (subject to the Landlord obtaining a Court Order for Possession) and immediately the Tenancy will terminate without prejudice.

### **4.2 Landlord's Right of Termination**

4.3 The Landlord is entitled to terminate this Tenancy for these reasons (including by Service of Notice in accordance with Section 8 of the Housing Act 1988 (as amended), as defined above):

- i. Any instalment of rent not received in full within 14 days of day due when the landlord formally demands it, after it has fallen due;
- ii. Or if the tenant fails to comply with any of the Tenants Duties under this agreement;
- iii. Or if the Tenant becomes bankrupt;
- iv. Or an Interim Receiver of the Property is appointed;
- v. Or if the Tenant (without making prior arrangements in writing with the Landlord) leaves the property vacant or unoccupied for more than 3 weeks.

### **4.3 Effect of Termination**

4.3.1 Termination of this Tenancy Agreement ends the Tenancy but does not release the Tenant from any outstanding obligations.

4.3.2 If the Tenancy is a Fixed Term Tenancy, the Landlord may serve on the Tenant at least 2 months notice in writing under Section 21(1)(b) of the Housing Act 1988 (as amended) to expire on the last day of the Fixed Term.

4.3.3 If the Tenancy has become a statutory Periodic Tenancy it may be terminated by:

- i. The Landlord serving the Tenant at least two months notice in writing under Section 21 (4) (a) of the Housing Act 1988 (as amended) and expiring on the last day of a rental period of the Tenancy.
- ii. The Tenant giving written notice of at least four weeks and expiring on the last day of a rental period of the Tenancy.

## 5. TENANT'S RIGHTS

**5.1 Right To Occupy:** The Tenant has the right to occupy the Premises without interruption or interference from the Landlord for the duration of this tenancy except when access is reasonably required by the Landlord. Where access is required by the Landlord at least 24 hours notice will be provided to the Tenant in writing, except in case of emergency.

**5.2 Security of Tenure** The Tenant has security of tenure as an Assured Shorthold Tenant so long as he/she occupies the Premises as his/her only principal home and subject to the provision of Section 1(6). If the Tenant chooses to leave the Premises as his/her principal home he/she loses their security and the Landlord will give four (4) weeks notice ending the tenancy.

**5.3 Grounds For Possession:** The Landlord cannot recover possession of the Premises unless the County Court grants a possession order to the Landlord on one or more of the circumstances set out under the 'Landlord's Duties' in this Agreement.

**5.4 Succession:** On the Tenant's death, (provided the Tenant is not a successor) the tenancy will pass to the Tenant's spouse, civil partner or partner provided that he/she was occupying the Premises as his/her only or principal home with the Tenant at time of the Tenant's death. If the tenancy does not pass to such a person, the tenancy may pass by succession to another member of the Tenant's family who lived with the Tenant for at least twelve (12) months immediately before the Tenant's death or had been looking after the Tenant or accepts responsibility for the Tenant's dependants and would be made homeless if required to vacate the home. For the purpose of this Agreement, a successor will be:

- i. someone who has succeeded to this tenancy under the provisions of the Housing Act 1988, or under this tenancy agreement; or
- ii. a person to whom the tenant has assigned this tenancy, in accordance with this agreement; or
- iii. a person who was a joint tenant and becomes a sole tenant.

**5.5 Right to Repair:** Where the Landlord repeatedly fails in its duty to carry out qualifying repairs, (at the discretion of the Landlord), the Tenant may, with appropriate formal notice, be entitled to compensation to a maximum determined by the Landlord.

The Tenant may also have the right to repair their own Premises. Permission in writing must be obtained from the Landlord before any work is done under the Housing Act 1985 Right to Repair Scheme. The Landlord will co-operate all it can with those Tenants wishing to use the Right to Repair Scheme. There are a number of exceptions to scheme and permission cannot be given in all cases.

**5.6 Consultation:** The Landlord will consult Tenants and consider their views before making changes in matters of housing management or maintenance that are likely to substantially affect them.

**5.7 Information:** The Landlord will inform Tenants about the terms of their tenancy, the Landlord's repairing obligations and policy and procedures on Tenant consultation, housing allocation and transfers.

## 6. GENERAL TERMS

**6.1 Rent:** In this Agreement the term 'Rent' refers to the weekly sum of rent payable net of other charges due in advance on a Monday.

**6.2 Rent Variation Date:** In this Agreement, the term 'Rent Variation Date' refers to the increase in rent that will occur each year not before the first Monday in April with 4 (four) weeks prior notice.

**6.3 Services:** The services provided with the Premises are set out in this Agreement.

**6.4 Service Charge:** Where services are provided by the Landlord, an additional payment to the net rent must be paid by the Tenant as a service charge.

**6.5 Service Charge:** In this Agreement the Service Charge may be altered every 12 months with the reasonable annual cost of services calculated by the Landlord.

The Landlord will give four (4) weeks notice in writing before there is any change in the service charge.

**6.6 Complaints:** If the Tenant is unhappy with the any of the Landlord's services, they should follow the Landlord's complaints procedure.

**6.7 Notification of Landlord Address for Service of Notices:** The Landlord hereby gives notice pursuant to section 48 (1) of the Landlord and Tenant Act 1987, that the address for service of notices, (including notices in proceedings) is as follows:

**Calico Homes, Centenary Court, Croft Street, Burnley, BB11 2ED**

**6.8 Delivery of Notices to the Tenant:** The Landlord will take reasonable steps to serve any notice personally on the Tenant, including Notice to Quit. In the absence of personal service, any notice, request in writing or consent issued regarding the tenancy will be considered to have been served on the Tenant if it was addressed to the Tenant and delivered by hand or sent by post to the Tenant's last known address.

**6.9 Insurance:** The Landlord will insure the Premises for such sum and against such risks as we (acting reasonably) believe appropriate. The Tenant is responsible for insuring their personal possession and furniture.

ASSURED SHORTHOLD TENANCY AGREEMENT - TENANT'S COPY

The total weekly rent for the Premises shall be payable from.....

Address of Tenancy (Premises)

Comprising:

Total Weekly Rent:       £       Services provided: (including Schedules)

Net Rent                    £

Service charge       £       0.00

Total Rent                £

**HOUSEHOLD**

The following are included in the household living at the Premises (include Tenants)

Last Name	First name	M/F	Date of Birth	Relationship to
Tenant				

**TO BE SIGNED BY THE TENANT(S) AND THE LANDLORD**

By signing this Agreement, the Tenant acknowledges they have read and accept these conditions set out above. I/We accept the offer of this tenancy on the terms and conditions as contained in this Assured Shorthold Weekly Tenancy Agreement.

Tenant  
Signature.....  
.....

Joint Tenant  
Signature  
.....  
.....

This Agreement must be signed by all parties to a joint tenancy.

Signed on behalf of  
Landlord.....  
.....

Date.....

**Please keep your copy of the Tenancy Agreement in a safe place**

**ASSURED SHORTHOLD TENANCY AGREEMENT – Landlord’s COPY**

The total weekly rent for the Premises shall be payable from.....

Address of Tenancy (Premises)

Comprising:

Total Weekly Rent:                      Services provided: (including Schedules)

Net Rent                      £

Service charge    £            0.00

Total Rent                      £

**HOUSEHOLD**

The following are included in the household living at the Premises (include Tenants)

Last Name	First name	M/F	Date of Birth	Relationship to Tenant
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**TO BE SIGNED BY THE TENANT(S) AND THE LANDLORD**

By signing this Agreement, the Tenant acknowledges they have read and accept these conditions set out above. I/We accept the offer of this tenancy on the terms and conditions as contained in this Assured Shorthold Weekly Tenancy Agreement.

Tenant  
Signature.....  
.....



Joint Tenant  
Signature

.....  
.....

This Agreement must be signed by all parties to a joint tenancy.

Signed on behalf of  
Landlord.....

.....

Date.....

**Please keep your copy of the Tenancy Agreement in a safe place**