

Agreement on a Joint Assured Shorthold Tenancy

(as amended on 11/10/11)

between the **owners:**

Holger + Zora Laux
21 Crabtree Close
Dundry
North Somerset
BS41 8LW
Tel. 0117-9641174
Mob. 07740191772

and the **tenants:**

NI number:

for the **property**

....Freemantle Gardens
Eastville
Bristol
BS5 6SZ

Start date:

End date:

Receipt for money paid and received:

Rent:

Deposit:

Signature:

1 A the start of the tenancy

- 1.1 The property is a ground floor **flat** atFreemantle Gardens in Eastville, comprising of a hallway, bathroom, bedroom, sitting room, kitchen, airing cupboard and storage cupboard. There is an allocated parking space in the forecourt of the building or across the road.
- 1.2 The flat is let furnished. Furniture and fittings are listed in a separate **inventory** list which forms part of this agreement. The tenants should ensure that the contents and descriptions on this list match the actual contents of the flat and that the property is clean and generally in good order before signing this agreement.
- 1.3 This tenancy **agreement is limited** to months in the first instance. Afterwards it can either be extended by a further fixed period or it will be assumed running on a rolling basis with a one month notice.
- 1.4 It is agreed that the **rent** of £..... is to be paid on the first working day of each month by standing order. This amount will stay the same every month for the agreed term. After expiration of the fixed term period, the owners reserve the right to review the rent and make a renewed offer.
- 1.5 It is further agreed that the owners will hold a **deposit** of £..... as a security for the property and contents entrusted to the tenants. This is not and should not be treated as part of the rent payments. As prescribed by law, it will be protected through www.mydeposits.co.uk
- 1.6 The tenants receive two sets of **keys**, giving access to all door and service lockers.
- 1.7 The **meter readings** for electricity and water were taken at the handover and recorded in the inventory. The owners will contact the service providers to advise on the readings and the names of the new tenants.

2 During the tenancy

- 2.1 It is the tenants' responsibility to pay the **rent due** (as agreed in 1.4.) on time and in full. This is especially important, since the owners have to meet their own financial obligations arising from the property. Should the tenants experience problems in meeting their monthly rent payments, the owners are to be informed immediately in order to find arrangements acceptable to both sides.
If no agreement can be reached, the owners reserve the right to charge interest at 4% above the Bank of England base rate for any rent **overdue** for more than 3 days or to set legal repossession procedures in motion as laid out in Section 8 of the Housing Act 1988, as amended in 1996.
- 2.2 It is further the responsibility of the tenants to have all **services** (such as electricity, water,

council tax, TV license etc.) registered in their name and to make the necessary payments.

- 2.3 The flat is to be kept in a **clean state** throughout the tenancy. Contents and fittings are to be treated with care to prevent unreasonable damage. Any damage exceeding ordinary wear and tear will have to be paid for by the tenants.
- 2.4 Any faults or **breakages** have to be reported to the owners immediately who will in turn take the necessary steps to rectify the problem as soon as possible. Only where there is a danger of additional damage (broken window, water leak etc.) the tenants can call emergency repair services first.
- 2.5 The owners strive to keep the property at a high standard. In order to do so, they need the co-operation of their tenants. A separate document called "**House Rules**", containing things allowed, forbidden, recommended and to be observed, has been handed to the tenants and forms part of this contract. Anything not mentioned in this set of rules shall be assumed not allowed and requiring approval by the owners.
- 2.6 In the same way as the tenants have the right to enjoy the property in **peace and quiet**, they should respect their neighbours' peace and quiet as well. Noise levels are to be kept down and the storage of items outside the flat should not lead to disputes.
- 2.7 The property is let for the own, **private use** of the tenants. They are not allowed to sublet it or to run a business from the premises.
- 2.8 Although the owners will retain a full set of keys, they will not try to **gain access** without prior notice, unless in an emergency situation (i.e. to prevent immediate damage to the property or its contents). Regular inspections of the property - usually every 3 months - will be arranged at mutually convenient appointments.
- 2.9 Any serious breaches of the tenants' obligations as outlined in 2.1 to 2.7 can lead to the landlords taking **legal action** as outlined in the Housing Act.

3 At the end of the tenancy

- 3.1 The purpose of a **fixed term tenancy** agreement is to give both parties an assured contract period from which they cannot legally withdraw. However, the owners recognise that tenants' circumstances may change and they want to leave the property early. It is important to communicate such requests as early as possible so that the owners can make suitable arrangements. A **minimum notice of two months** is to be given and the agreed rent to be paid, irrespective of whether the tenants intend to live at the property during that time or not. In cases of serious disagreement, the owners would be legally entitled to charge all outstanding rent up to the end of the fixed term.
- 3.2 The owners will not seek to end the tenancy during the fixed term unless under **extraordinary circumstances** beyond their control, such as the flat becoming uninhabitable. In

this case they will do their best to assist the tenants in finding a new home but there is no obligation to provide alternative accommodation.

- 3.3 After the expiration of the fixed term, the tenancy is likely to continue on a **one month rolling basis** (unless the tenants request a further fixed term), which means both parties can terminate this contract giving one month notice. However, the owners kindly request to be informed of intended moving dates as early as possible in order to be able to advertise the vacancy and find new tenants.
- 3.4 At the time of contract termination, the tenants have the right to suggest a **suitable successor** to take over their contract, thus avoiding the notice periods in 3.1 and 3.3. However, it is up to the owners' discretion, whether such a successor is acceptable. If no successor is suggested, the tenants must allow the owners to conduct viewings to find their next tenants. Such viewings will be arranged at mutually convenient times and announced at least 24 hours in advance.
- 3.5 On the very last day of the tenancy, a **hand-over** will be arranged between the owners and the tenants. The property is to be handed back in a clean state with contents and fittings complete and in good order according to the inventory list (fair wear and tear to be expected). It may, for instance, be advisable to use the services of a professional carpet cleaner and to pay special attention to the **kitchen and the bathroom**. Any reasonable and proper expenses that the owners may have to spend to put the property into its initial state as before the tenancy will have to be taken from the deposit.
- 3.4. Together, the owners and the tenants will carry out **meter readings** on electricity and water and report the results to the service providers. Any outstanding charges on these and other services up to this point have to be met by the tenants, afterwards they shall be relieved from this duty.
- 3.5. After the joint inspection, the **keys** are to be handed back to the owners and the **deposit** to be paid back to the tenants in full or part (see 3.5). There is no interest payable on the deposit.

4. Further clauses

- 4.1. It is assumed that this agreement forms an Assured Shorthold Tenancy as defined by the **Housing Acts of 1988 and 1996**. Should any clauses in this agreement contradict the Housing Acts or should obligatory clauses have been omitted, the agreement is to be interpreted according to the law.
- 4.2. Any **amendments** to this agreement need to be done in writing and signed by both parties.

Signed:

Owners

Tenants

Date: