

Agreement on a Joint Assured Shorthold Tenancy

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:

Extensions until:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

1. Before commencement 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.
- 1.6. The tenants receive two sets of keys, giving access to all door and service lockers.
- 1.7. The following meter readings were taken during the handover:

Electricity low:

Electricity normal:

Water:

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. 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. 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 landlords may have 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 in 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 tenancy is limited to the term agreed in 1.3. At least one month before the end of the term, the owners and tenants will be in contact to agree a renewal or to give notice that they wish to end the tenancy. If, for any reason, both parties do not get in contact with each other, the tenancy will continue on a rolling basis with a 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.
- 3.2. If, for any reason, the tenancy needs to be terminated before the end of the agreed term, the owners reserve the right to charge the full outstanding rent until the end of the agreed term. Tenants can avoid this payment by suggesting a suitable successor to take over their tenancy contract. However, it is up to the owners' discretion, whether such a successor is acceptable.
- 3.3. 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 3.3). 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:

Amendments:

Signed:

Owners

Tenants

Date: