



Assured Shorthold Tenancy Agreement

FOR

35, Green Acre, Durham, DH1 1JA

Tenants:

Lead Tenant

Second Tenant

Particulars

RENT = £ 10,428.56

**AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY
(Landlord to deal with Deposit)**

This Agreement is made 05/10/2023

Between

Mrs Property Owner ("The Landlord")
Address: Owner's House, Example Town, AA1 1AA
Email: property@dummyowner.com
Phone number: 010987654321
of one part and

Name : Mr Lead Tenant
Email : first.tenant@email.com
Phone : 07405551900
Address : 1 More Avenue, London, EC2A 2EX, United Kingdom

Name : Mr Second Tenant
Email : second.tenant@email.com
Phone : 07474567888
Address : 2 Fleet Place, London, EC2A 2EX, United Kingdom

("the Tenant" which expression shall where the context so admits include the persons deriving title under the Tenant) of the other part.

Lead Tenant: Mr Lead Tenant

1 IT IS AGREED as follows:-

The Landlord lets and the Tenant takes the Premises being:
35, Green Acre, Durham, DH1 1JA, United Kingdom
("The Premises")

- 2 The tenancy shall be for a term of 365 days ("the Term") from and including 01/07/2024 ("The Commencement Date") and expiring 01/07/2025
- 3 The Tenant shall pay to the Landlord rent of £ 10,428.56 (exclusive of Internet, TV Licence) payable in advance payable in advance as per the Rent Schedule below.

Rent Schedule

Tenant number	Tenant name
1	Mr Lead Tenant
2	Mr Second Tenant

Charge date	Tenant number		Sub-total
	1	2	
01/07/24	938.57	938.57	1,877.14
01/10/24	1,668.57	1,668.57	3,337.14
01/01/25	1,668.57	1,668.57	3,337.14
01/05/25	938.57	938.57	1,877.14
Sub-total	5,214.28	5,214.28	10,428.56
All amounts are in GBP (£)			

- 4 This Agreement is intended to create an Assured Shorthold Tenancy as defined in section 20 of the Housing Act 1988.
- 5 The tenancy shall include the Landlord's fixtures and fittings, furniture and effects in the Premises ("the Fixtures and Fittings")
- 6 The maximum permitted number of occupiers is 2. The Tenant must not allow this number to be exceeded.
- 7
- 7.1 The Deposit of £ 0 shall be paid to the Landlord
- 7.2 The Deposit as security for the Landlord in respect of:-
- (a) Any instalment of rent or any other monies payable under this Agreement which may be due but remain unpaid.
 - (b) Any damage to the Premises or the fixtures and fittings which the Tenant may be liable.
 - (c) Any sum repayable by the Landlord to the local authority where housing benefits have been paid direct to the Landlord by the Local Authority.
 - (d) Damages payable for any other breach on the part of the Tenant of the Tenant's obligations under this Agreement.
 - (e) Any other permitted payment payable by the Tenant to the Landlord under Schedule 1 to the Tenant Fees Act 2019 which remains unpaid and which the Tenant is liable to pay.
- 7.3 Any interest earned on the Deposit will belong to the Landlord.
- 7.4 Without prejudice to sub clause (5) the Deposit shall be returned to the Tenant after the Tenant has vacated the Premises, following the expiration or determination of the Tenancy but after deducting all such rent monies, loss expenses and sums referred to in sub-clause (2) (if any).
- 7.5 Where the Tenant has been in receipt of housing benefit if at any time during the Term they have been paid direct to the Landlord by the Local Authority, the Landlord reserves the right withhold the Deposit until such time as the Landlord is satisfied that no part of such benefits are repayable to the local authority.
- 7.6 Where there are joint tenants the Lead Tenant is appointed to act on behalf of all the persons who are the Tenant in relation to all matters concerning the Deposit including its return. Any agreement made by the Lead Tenant shall bind the others. The Lead

Tenant may be changed by a majority of the persons who comprise the Tenant so long as such change is notified in writing to the Landlord

- 8 The Tenant agrees with the Landlord as follows:-
- 8.1 (a) To pay the rent according to the terms of this Agreement
(b) To pay the Landlord interest at the rate of 3% per annum above the base rate from time to time of Bank of England on any rent lawfully due under this Agreement that is paid more than 14 days after the date on which the payment became due. Interest will be payable from the date the instalment of rent should have been paid until the date it is actually paid and all payments will be first apportioned to accrued or accruing interest.
(c) If so required the rent shall be paid by bank standing order into such account as the Landlord shall direct.
- 8.2 To use the Premises in a Tenant like manner and to take reasonable care of the Premises fixtures and fittings and to keep the same in a clean condition.
- 8.3 To keep the interior of the Premises in at least as good condition as they were at the start of the tenancy throughout the Term (fair wear and tear and damage by fire or any other risk against which the Landlord insures excepted unless the same shall result from any fault or negligence of the Tenant or any other person residing or sleeping in or visiting the Premises). and also to keep the fixtures and fittings of the Premises in at least as good condition as they were at the start of the tenancy throughout the Term (fair wear and tear excepted and damage by fire or any other risk against which the Landlord insures unless the same shall result from any fault or negligence of the Tenant or any other person residing or sleeping in or visiting the Premises).
- 8.4 To make good any damage to the Premises caused by the act or omission of the Tenant or any other person residing or sleeping in or visiting the Premises for whom the Tenant is responsible and also to make good all such items of the Fixtures and Fittings as shall be broken lost, stolen, damaged or destroyed during the Term due to the fault or negligence of the Tenant or any one for whom the Tenant is responsible (damage by fire or any other risk against which insurance is effected excepted, unless the same shall result from any fault or negligence on the part of the Tenant or any other person residing or visiting or sleeping in the Premises).
- 8.5 To permit the Landlord or the Landlord's agents and all other persons authorised by the Landlord with or without workmen and others and with all necessary equipment at all reasonable times (upon giving at least 24 hours written notification of their intention to do so except in the case of emergency) to enter upon the Premises and to examine the condition of the same and the Fixtures and Fittings or for the purpose of inspecting repairing maintaining decorating improving or altering the same or to maintain, repair, alter, improve or rebuild any adjoining or neighbouring property or to maintain repair or replace the Fixtures and Fittings or for the purpose of complying with any obligations imposed on the Landlord by Law.
- 8.6 Not to do anything as a result of which the policy of insurance on the Premises or on the Fixtures and Fittings may be cancelled which results in the rate of the premium on any such policy being increased.
- (a) Not to assign the Tenancy or the Premises without the prior written consent of the Landlord (such approval not to be unreasonably withheld).
(b) Not to underlet or part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises.

- (c) Not to take in lodgers or paying guests.
- 8.7 To permit the Premises to be viewed at all reasonable times (upon giving at least 24 hours written notification of their intention to do so except in the case of emergency) by any person who is, or is acting on behalf of a prospective purchaser or Tenant of the Premises who is authorised by the Landlord or the Landlord's agent.
- 8.8 (a) Not to use the Premises for any illegal or immoral purpose.
(b) Not to store or bring on the Premises any articles of a specially combustible, inflammable or dangerous nature (other than usual household items).
- 8.9 (a) Not to do upon or in connection with the Premises anything which may be a nuisance or annoyance or inconvenience to the occupiers of any neighbouring or adjoining or adjacent property or the owners or occupiers thereof.
(b) Not to hold or conduct any social gathering and not to play or use a piano, gramophone, stereo, radio or television or other musical or electrical instrument or other means of reproducing music or sound in such manner as to cause or likely to cause any nuisance or inconvenience to the occupiers of any neighbouring or adjoining or adjacent property or the owners or occupiers thereof.
- 8.10 To pay the council tax in respect of the Premises directly to the relevant Local Authority in addition to the rent.
- 8.11 To pay the television licence fee in respect of the Premises directly to the British Broadcasting Corporation.
- 8.12 To pay all Water Charges payable in respect of the Premises, all charges in respect of gas and electricity consumed on the Premises and all charges in respect of any telephone installed in the Premises.
- 8.13 Not to keep any birds, animals or any other pets on the Premises except with the Landlord's prior written consent such consent not to be unreasonably withheld. Any such consent may be withdrawn for good reason.
- 8.14 To use the Premises for the purpose of a private residence only and for no other purpose.
- 8.15 (a) Not to install or change any locks in the Premises without the Landlord's prior written consent (such consent not to be unreasonably withheld).
If any lock is installed or changed in the Premises without the Landlord's consent then to forthwith remove the same if so required by the Landlord and to make good the resulting damage.
- 8.16 Not to keep or use any paraffin heater liquefied petroleum gas heater or portable gas heater in the Premises.
- 8.17 Not to remove any of the Fixtures and Fittings from the Premises or store the same in the basement or cellar (if any) and upon vacating the Premises to leave the same in the same places in which they were on the Commencement Date.
- 8.18 To notify the Landlord promptly and in writing of any items of defect or disrepair in the Premises or the Fixtures and Fittings which the Landlord is responsible for repairing.
- 8.19 Not to make any alterations in or additions to the Premises without the Landlord's prior written consent such consent not to be unreasonably withheld
- 8.20 Not without the prior written consent of the Landlord to decorate the Premises (other

then the redecorating of the interior of the Premises with the same colour and quality of paint as the Premises were decorated with as at the Commencement Date) such consent not to be unreasonably withheld

- 8.21 Before leaving the Premises vacant at any time otherwise than for short periods during the tenancy to ensure that the stop cock is turned off and that the gas and electricity supplies are turned off at the mains.
- 8.22 Not to tamper or interfere with or alter the electrical or gas systems installations or meters in or serving the Premises.
- 8.23 To keep the Premises (including any garden or yards) in a clean and tidy condition throughout the Term including keeping the windows clean both inside and out.
- 8.24 Not to place or exhibit any aerial satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same so as to be visible from the exterior.
- 8.25 To pay to the Landlord all reasonable costs and expenses incurred by the Landlord (including but not limited to the costs and fees of the Landlord's solicitors and other professional advisers) (i) in respect of the recovery from the Tenant of any rent or any other money which is arrears (ii) the enforcement of any of the provisions of this Agreement (iii) the service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement whether in any case the same shall or shall not result in court proceedings, except to the extent that this would amount to a breach of section 1 of the Tenant Fees Act 2019.
- 8.26 To take all appropriate precautions including any such as may be reasonably required from time to time by the Landlord to prevent damage occurring to any installations in the Premises which may be caused by frost including providing adequate heat.
- 8.27 To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of dustbins to ensure that all rubbish is placed and kept inside plastic bin liners inside such dustbins.
- 8.28 To comply with all local authority requirements relating to refuse disposal and recycling
- 8.29 To ensure that all rooms comprised are kept properly ventilated.
- 8.30 To forthwith forward to the Landlord any post or notices addressed to the Landlord.
- 8.31 (a) To forthwith arrange for all accounts for gas, electricity, and telephone for the Premises to be transferred into the name of the Tenant.
(b) To ensure that the final readings are taken in respect of the gas, electricity and telephone supplies to the Premises immediately before the Tenants vacate the same.
- 8.32 Not to do anything which is a breach of any HMO Licence affecting the Premises.
- 8.33 To deliver the Premises at the end of the Tenancy in at least as good of a condition as they were at the start of the tenancy (fair wear and tear excepted) and in accordance with the Tenant's agreements and obligations in this Agreement and to deliver all the keys or other security devices to the Premises to the Landlord. The Tenant will pay the reasonable costs for replacing any key(s) or other security device(s) not returned to the Landlord at the end of the Tenancy.

- 8.34 I/We consent to the disclosure of information concerning any of us to the Landlord by any utility supplier, local authority or educational institution which is relevant to the tenancy or the Property.

I/We consent to the disclosure of information concerning any of us by the landlord to any prospective landlord, credit rating agency; tenants reference agency, utility service, local authority, or educational institution which relates to the tenancy or the Property.

- 9 The Landlord agrees with the Tenant that the Tenant paying the rent and performing and observing the agreements and obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under through or in trust for the Landlord.
- 10 IT IS AGREED as follows:-
- 10.1 Any agreements or obligation on the part of the Tenant (however expressed) to do or not to do any particular act or thing shall also be constructed as an obligation on the part of the Tenant not to permit or allow the same.
- 10.2 This agreement shall take effect subject to provisions of section 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). This makes the Landlord responsible for the structure and exterior of the Premises and for the installation of the supply of water gas and electricity at the Premises and for space heating and lighting
- 10.3 The Landlord shall be entitled to have and retain keys for the Premises.
- 10.4 The Landlord shall be entitled to recover the reasonable cost from the Tenant for replacing any key(s) or other security device(s) in consequence of the tenant losing any key(s) or other security device(s). This may include in certain circumstances a charge for the Landlord's time which will be charged at £15 per hour (including VAT).
- 10.5 The Landlord shall be entitled to recover the administration/other costs amounting to £50.00 (including VAT) or if greater, the reasonable costs properly incurred evidenced in writing in respect of any variation of this agreement requested by the Tenant.
- 10.6 If the Premises are destroyed or rendered uninhabitable by fire or any other risk against which the Landlord insures then rent shall cease to be payable until the Premises are reinstated and rendered habitable.
- 10.7 Reference to the "Premises" include reference to any part of the Premises and the curtilage of the same and references to the Fixtures and Fittings including reference to any of them or any substituted item
- 10.8 Where the Landlord is entitled to do anything at the cost or expense of the Tenant the Tenant shall pay the amount incurred to the Landlord within 14 days of a written demand or the Landlord may deduct the same from the Deposit in accordance with clause 6(2).
- 10.9 Reference to the "Term" or "the tenancy" include any extension or continuation thereof or any statutory periodic tenancy which may arise following the expiry or determination of the period of the Term specified in clause 2.
- 10.10 Where the expression "the Tenant" comprises more than one person the obligation on the part of such persons shall be joint and several.

- 10.11 References in this Agreement to "water charges" include references to sewage and environmental service charges.
- 10.12 The provisions of section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) shall apply to any notice authorised or required to be served under this Agreement or under any Act of Parliament relating to the Tenancy.
- 10.13 "The Tenant" includes any permitted assignee of the tenancy
- 10.14 "The Landlord" includes any successor to the Landlord
- 11 The Landlord notifies the Tenant pursuant to section 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is :-
Owner's House, Example Town, AA1 1AA
- 12 If at any time (i) the rent or any part of the rent shall remain unpaid for 28 days after becoming payable (whether formally or legally demanded or not) or (ii) if any agreement or obligation on the Tenant's part shall not be performed or observed or (iii) if any of the circumstances specified in grounds 8, 10, 11 or 12 in schedule 2 to the Housing Act occur, then the Landlord may re-enter upon the Premises and thereupon the tenancy shall be determined but without prejudice to the right of action of the Landlord in respect of the breach of the Tenant's agreements and obligations. This right of re-entry must not be exercised by the Landlord without a Court Order whilst anyone is residing in the Premises or whilst the tenancy is an assured tenancy.

AS WITNESS the hands of the parties or their duly authorised agents the day and year first before written.

Certificates

We the undersigned confirm we have had sight of the current gas safety certificate and current EPC

This agreement is signed on behalf of the Landlord:

Mrs Property Owner
Owner's House, Example Town, AA1 1AA
010987654321
property@dummyowner.com

by Oasis Properties.

13 Additional Considerations

An optional additional clause you can add on a case by case basis. It increases the clause number of any following clauses by 1 if present.

Signatures

TENANTS

Mr Lead Tenant
1 More Avenue, London, EC2A 2EX, United Kingdom

(Not signed)

Mr Second Tenant
2 Fleet Place, London, EC2A 2EX, United Kingdom

(Not signed)

LANDLORD

(Not signed)

Guarantor contract

Guarantor name: Mr Example Guarantor

Guaranteed tenant: Mr Lead Tenant

Property address: 35, Green Acre, Durham, DH1 1JA, United Kingdom

1. The guarantor agrees on written demand to unconditionally guarantee and to be answerable and responsible to the creditor for the debtor's proportion of the rent payable under the tenancy agreement.
2. The guarantor also agrees to the Landlord the payment of any losses or damages for which the Tenant is liable by reason of any failure to comply with any of the provisions of the Tenancy Agreement relating to the property whether joint or several.
3. This Guarantee shall not be revoked for so long as the Tenant remains a tenant of the Property nor shall it be revoked or discharged by my death or bankruptcy or the death or bankruptcy of any of us or the death or bankruptcy of the Tenant (or any other person who is a party to the Agreement)
4. This Guarantee shall continue in full force and effect despite any variation or alteration of the terms or provisions of the Agreement with or without my/our consent including any increase in the amount of the rent payable in respect of the Property by the Tenant and this Guarantee shall extend to any new or further agreement entered into between the Tenant and yourself under which a tenancy of the Property is granted to the Tenant irrespective of the amount of the Rent or the monies payable in respect thereof or the terms and provisions thereof or the persons who are parties to the same.
5. This Guarantee shall extend to any extension of the tenancy or to any statutory periodic tenancy which may arise under the Housing Act 1988 on the expiry of the tenancy granted by the Agreement or on the expiry of any new or further tenancy of the Property to which the Tenant is a party
6. This Guarantee shall remain in full force and effect notwithstanding that the Agreement may be terminated by agreement Court Order by re-entry forfeiture notice or otherwise.
7. All payments under this guarantee will be made without any set off, deduction or counter claim.
8. This Guarantee shall not be discharged nor shall it be released by any arrangement made between the Tenant (or any other person who is a party to the Agreement) and yourself with or without my/our consent or by any indulgence forbearance or time given to pay or otherwise comply with the terms and provisions of this Agreement or failure or neglect on your part whether as to payment time performance enforcing this Agreement or otherwise or by any refusal by you to accept rent or other monies following any breach of the terms or provisions of this Agreement.
9. The Landlord will be at liberty without affecting its right under this Guarantee at any time to compound, give time for payment, accept compositions from and make other arrangements with the Debtor or any third party or person on its behalf in respect of the monies owing by the Debtor.
10. Each of the provisions of this guarantee are severable and distinct from the others. If any time one or more of such provisions is or become invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.
11. A demand or notice under this guarantee will be deemed to have been properly served on the addressee if served personally or by first class post letter post addressed to the Guarantor or Creditor as the case may be to their respective addresses as set out in this Agreement. Service

will be deemed to be effected (

notwithstanding the death or incapacity of the guarantor) at 10.00 am on the second business day immediately following the date of posting if given by first class letter post (irrespective of the time or date of actual delivery or lack of delivery) or immediately in the case of personal service.

12. The methods of service described in clause 11 are in addition and without prejudice to any other method of service prescribed or permitted by law.

13 This guarantee is governed by English law and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

Signature

Mr Example Guarantor
12 Mount park avenue, Worcester, WR2 6NJ
United Kingdom

(Not signed)