



# ASTA

## (Assured Shorthold Tenancy Agreement)

AN AGREEMENT BETWEEN	
MANAGING AGENT	LET-LEEDS LTD (0113 320 2000)
LANDLORD	LANDLORD NAME
TENANT(S)	TENANT NAME TENANT NAME TENANT NAME TENANT NAME
PROPERTY	ADDRESS
DATE	DATE

**This Agreement is made on the date specified between the Landlord and the Tenant.**

**It is intended that the tenancy created in this Agreement is and shall be an Assured Shorthold Tenancy Agreement within the meaning of the housing Acts.**

TENANCY PARTICULARS	
LANDLORD NAME	LANDLORD NAME
TENANT NAME	TENANT NAME TENANT NAME TENANT NAME TENANT NAME
GUARANTOR NAME	GUARANTOR NAME
PROPERTY	ADDRESS
TERM OF TENANCY START DATE END DATE	12 MONTH ASSURED SHORTHOLD TENANCY  DATE 2011 DATE 2012
ENDING YOUR TENANCY	<p><b>TENANT</b> YOU MUST GIVE AT LEAST ONE CALENDAR MONTHS NOTICE. NOTICE CAN BE SERVED AT ANY TIME AFTER THE EXPIRY OF THE TENANCY TERM ABOVE. NOTICE MUST BE SERVED IN WRITING.</p> <p><b>LANDLORD</b> The Landlord is entitled to Terminate the Tenancy by giving a minimum of TWO calendar months notice served at any time AFTER the expiry of Tenancy Term stated above. Notice must be served in Writing.</p>
RENT PAYABLE PAYMENT METHOD	<p><b>£ RENTAL AMOUNT</b></p> <p><b>PAID IN ADVANCE ON OR BEFORE THE 1<sup>ST</sup> OF EACH MONTH</b></p> <p>SHOULD BE MADE BY STANDING ORDER OR BACS PAYMENT ONLY, PAYABLE TO THE ACCOUNT BELOW:</p> <p><b>IMPORTANT: Use REF</b></p>
DEPOSIT TAKEN TERMS	<p><b>£ RENTAL AMOUNT</b></p> <p>Payable to Let-Leeds Ltd as clear funds on commencement of the Tenancy and Held by the DPS in accordance of the Terms and conditions set out by the DPS.</p>

## **This Tenancy is a Binding Document**

If you do not understand this document or anything in it, Let-Leeds.com recommend you speak to your solicitor or the CAB before signing the contract. Before signing, you should also read the whole document carefully and ensure it contains everything you wish to be included, and nothing you feel may be unacceptable.

Contract Signatures	
<u>GAS READING</u>	.....
<u>ELECTRIC READING</u>	.....
<u>KEYS ISSUED TO TENANTS</u>	
<u>IMPORTANT TERMS</u>	<ul style="list-style-type: none"> <li>• NO SMOKING IN THE PROPERTY AT ANY TIME</li> <li>• ANY INSTANCE OF LATE PAYMENT OF RENT WILL INCUR A CHARGE OF £25 EVERY 7 DAYS</li> </ul>
<u>AGENT OR LANDLORD</u>  Signature  Date	XXX (As the Agent for and on behalf of the Landlord)  ..... .....
<u>NAME OF TENANT</u>  Signature and Date	..... .....
<u>NAME OF TENANT</u>  Signature and Date	..... .....
<u>NAME OF TENANT</u>  Signature and Date	..... .....
<u>NAME OF TENANT</u>  Signature and Date	..... .....
<u>MAINTENANCE INSTRUCTIONS</u>	All Maintenance requests should be emailed to <a href="mailto:maintenance@let-leeds.com">maintenance@let-leeds.com</a> or logged via the Tenant section of the website at <a href="http://www.let-leeds.com">www.let-leeds.com</a>

## **IMPORTANT NOTES FOR TENANTS**

- This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless all parties agree to early termination in writing.
- Where there is more than one Tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually.
- If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.
- This tenancy agreement is for letting accommodation on an ASSURED SHORTHOLD TENANCY within the provisions of the Housing Act 1988 as amended by part III of the Housing Act 1996.
- Prospective Tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
- Where "the Landlord" or "the Tenant" for the time being comprises two or more persons, the obligations made by them in this agreement shall be made with jointly and severally. This means that if there is more than one Tenant, each Tenant will be liable for all sums due under the agreement and not just liable for a proportionate part.
- Reference to the 'Premises' also includes any part or parts of the Premises such as fixtures, furniture and furnishings, as well as the contents as set out in the Inventory.

## **TENANTS OBLIGATIONS**

### **The Tenant agrees with the Landlord as follows:**

#### **Rent**

You must pay your rent by standing order on the monthly anniversary date of moving in for the entire term of your Tenancy, unless varied in writing by separate agreement with the landlord. You must pay your rent without deduction.

#### **Rental Arrears**

##### **The Tenant agrees to the following charges:**

- First rent reminder, after 7 days. £25
- Second rent reminder, after 14 days. £25
- Visit to property by Landlord or agent regarding rent arrears. £40
- Solicitor's letter, after 21 days. £75
- Bounced cheques or returned Standing order £25 each

## **Utility Bills**

You must promptly pay any utility bills relating to the property during your Tenancy. This includes Council Tax, Gas, Electricity, Water, TV Licence and Telephone/Internet/Media Bills. In the event of disconnection due to non-payment of Utility Bills, any fees for reconnection will be charged to the Tenant.

## **All Inclusive Properties**

Where rent is stated to be inclusive in the Particulars above, Let-Leeds.com or the Landlord will pay for gas, electricity and water rates consumed or incurred at the Property during the Term, subject to fair usage. The tenant will use fuel responsibly and will not leave on lights, heating, or leave equipment on standby if it would be reasonable to turn them off. The liability shall be limited in relation to gas and electricity subject to the fair use policy published by Glide UK Energy. If the Gas and Electricity used at the premises during the term exceeds the limits stated in the fair use policy, the Tenants will be liable for this charge.

## **Energy Supply**

Let-Leeds.com will usually instruct an energy supplier to take over the supply of energy to your property. From time to time, the landlord or agent may request new suppliers for the supply of energy at the property. All accounts for the supply of energy will be transferred to the Tenant(s)' names for the duration of the tenancy. Tenants who change utility companies without permission from the Landlord may incur an administrative expense from the energy supplier. The tenant agrees that some information relating to the Tenant may be passed to utility services to set up the utilities account for the property.

## **Repair**

It is the Tenant's obligation to advise the Landlord promptly of any defects and disrepair in or at the Premises for which the Landlord is liable.

- You must keep the interior of the Premises clean and in good repair, or reimburse the Landlord, at the end of the Term, for the reasonable costs of professional washing/cleaning.
- You must make good any damage or breakages to the Premises or items listed in the Inventory (and not to remove any items) which occur during the Tenancy promptly, with the exception of fair wear and tear.
- You must keep free from obstruction all gutters, down pipes, drains, sanitary apparatus, water and waste pipes.
- You must clean windows (both inside and out) at least every two calendar months and at the end of the Term.
- You must keep the property well and sufficiently aired and warmed at all times during the Term and to take all such precautions as may be reasonably necessary to prevent frost damage to water pipes, sinks and cisterns.

- You must take reasonable steps to ensure the Premises is free from pests and vermin, and to advise the Landlord promptly of any infestation
- You must keep the Garden, Patio or Terrace clean and tidy and to mow any lawns as often as necessary and to keep the flower beds free from weeds and hedges trimmed

## Decoration and Alterations

You must not make any alterations or additions to the Premises either internally or externally, or carry out any re-decoration of the Premises, place or exhibit any notice board or sign, make any alterations or tamper with the electric, gas, or plumbing systems, installations, or meters in or serving the Premises or erect any television aerial, satellite dish, or radio mast, or install cable television, without the prior written consent of the Landlord.

## Security and Keys

Landlord's insurance does not cover the Tenant's possessions. The Tenant is responsible for arranging contents insurance cover for personal belongings.

You must not change or alter any locks at the Premises, leave the Premises unoccupied for any period whatsoever without locking and securing all windows and doors that permit access, or leave the Premises unoccupied or vacant for any period greater than 21 days at any one time without first giving written notice to the Landlord

## Use of the Premises

- **It is not permitted to smoke any Tobacco product within the Property at any time.**
- No Pets can be kept without written consent of the Landlord.
- You agree to use the Premises only for the purpose of a private residence. You must not sublet, share or part with possession or occupation of the Premises or any part of it, nor take in any lodger or paying guest, or assign the Tenancy without the prior written consent of the Landlord.
- You must not use the Premises for any profession, business, or trade whatsoever, nor to use or allow the Premises to be used, for any illegal, immoral, or improper purpose. You must not instruct any contractor or otherwise incur expenditure on behalf of Let-Leeds.com
- You must not conduct anything which may cause a nuisance or annoyance, damage or inconvenience to the Landlord or the Tenants or occupiers of any nearby premises.
- You must not keep, park, or store any boat, caravan, commercial or similar vehicle at or near the Premises.
- You should forward without delay to Let-Leeds.com any correspondence addressed to the Landlord which is delivered at the Premises.

## Entry and Inspections

Let-Leeds will require entry to the property by giving 48 hours prior notice, except in the case of a Tenant request or an emergency. We will enter the property at reasonable times to examine the state and condition of the Premises, carry out repairs or view the premises with prospective Tenants or purchasers

## Early Termination of Tenancy

You may write to ask for consent to end your Tenancy Early. You must give us at least one month's notice. Upon acceptance of ending your Tenancy early, we may charge a re-let fee of £175 for an individual room or £350 for a property.

## End of Tenancy

Please see the main items and your obligations before vacating the property. This includes ensuring the property is left in a good state of cleanliness and repair prior to you delivering possession back to Let-Leeds.

- All personal items must be removed completely from the property including items in the cellar.
- All rubbish must be placed in bins provided by Leeds City Council or taken to the local Refuse Site.
- All bills to be settled and paid to the appropriate bodies e.g. Gas / Electricity / Water (we will require proof that the bills are all up to date and paid in FULL before any deposits are returned). The rent & charges must also be paid in full.
- All furniture needs to be placed back in the original rooms.
- All rooms including bedrooms, common use rooms, halls, staircases, kitchens to be cleaned thoroughly including areas under beds, sofas, chairs etc. The internal glass of the windows also needs to be cleaned.
- Cookers, Fridges and Freezers must be emptied and cleaned thoroughly
- Bathrooms must be cleaned with appropriate detergents ensuring discoloured areas have been removed.
- A charge of £150 for cleaning will be taken from the bond of the Tenants if the property has not been cleaned
- For any keys not returned, full lock change will be necessary, for this a charge of £200 will be made.
- Should there be any damage to the property or furniture you must report any of these immediately otherwise there may be a delay in deposit returns.

If any goods belonging to the Tenant are not removed from the Premises at the end of Tenancy, Let-Leeds.com will remove and store such items for 28 days. If the items are not collected within the said storage period, we may dispose of them and the Tenant will be liable for all reasonable charges from the Deposit.

## **LANDLORDS OBLIGATIONS**

### **Buildings Insurance**

The landlord will insure the property against loss or damage by fire, flood, or explosion, and such other risks as the Landlord shall consider appropriate, and against accidental damage by the Tenant or damage due to negligence or fault of the Tenant, provided there is no liability to the Landlord.

### **Quiet Enjoyment**

We will not visit the property except on necessary business such as repairs, inspections or Tenant viewings and by prior arrangement with the residents. The landlord will permit the Tenant paying the rent under this agreement and observing the various obligations on the part of the Tenant set out above, to hold the Premises peaceably without any interruption.

### **Repair**

The landlord is required to keep in repair the structure and exterior of the Premises and keep in repair and proper working order the installations in the Premises for the supply of water, gas, electricity, sanitation and for space and water heating.

## **MUTUAL OBLIGATIONS**

### **Deposit**

Where the property is managed by Let-Leeds.com, the deposit will be protected in a DPS bond scheme. The name, address and contact details of the Scheme Administrator of the Tenancy Deposit Scheme that is safeguarding your tenancy deposit on behalf of Let-Leeds.com is;

#### **The Deposit Protection Service (The DPS)**

The Pavilions  
Bridgwater Road  
Bristol  
BS99 6AA

**0844 4727 000**

**enquiries@depositprotection.com**

Let-Leeds.com will take a deposit and secure with the Deposit protection Scheme in respect of non payment of Rent, charges for late payment of rent, damage to the premises or items on the inventory, or for any unpaid Utility Bills or Council tax.

The deposit may also be used to repay the Local Authority where housing benefits have been paid directly to Let-Leeds.com, or for any other breach of the Tenants obligations.

Let-Leeds.com shall protect the deposit in accordance with the requirements of the Housing Act 2004 by use of an authorised deposit scheme, and deductions from, and repayments of the deposit will be dealt with in accordance with the rules of the scheme. As required by the Housing Act 2004, Let-Leeds.com will provide the Tenant with information about the scheme used within 14 days of receipt of the deposit.

If the property is managed privately by the Landlord, Let-Leeds will pay bonds to the landlord to be held in a government backed scheme.

### **Recovery of Possession**

Let-Leeds.com may bring a court action to recover possession of the Premises if during the Term:

1. The Rent is outstanding for 14 days after becoming due
2. If the Rent is consistently paid Late
3. There is a breach by the Tenant of any obligation in this agreement or any of the grounds listed in the Housing Act 1988

### **Suspension of Rent**

If the Premises or any part of it shall at any time during the Term be destroyed or damaged by any risk that the Landlord is obliged to insure against under the terms of this agreement, the Rent shall cease to be payable for as long as the Premises remains unfit for use. This shall not apply if the relevant policy of insurance is rendered void or voidable, or as a consequence of some act or default by the Tenant.

### **Abandonment**

If it comes to our attention that the property has not been occupied by the Tenant for more than 21 days, and we have reasonable cause to believe the Tenant has ceased to reside at the Premises, Let-Leeds.com may treat the Premises as being abandoned by the Tenant and re-enter the Premises, thereby bringing this agreement to an end.

### **General Provisions**

If any term of this agreement is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected