



Assured shorthold tenancy agreement

Under part 1 of the Housing Act 1988

As amended under part 3 of the Housing Act 1996.

Note: If you need to pay a deposit, we will deal with it under one of the Government-approved schemes.

Dated **Date of Agreement**

This agreement is between

The Landlord

c/o Rent Rent Rent Lettings Ltd

Northgate Business Centre, 38 Northgate,

Newark, NOTTS, NG24 1EZ

And you (individually and together)

The Tenant

The rent is **£RENT.00** per calendar month

The rent must be paid in advance

IF YOU ARE NOT A TENANT AND HAVE PAID TOWARDS THE DEPOSIT,
PLEASE READ AND SIGN THE FOLLOWING DECLARATION.

If there is more than one tenant, each of us agrees to the appointment of the tenant representative, as set out in paragraph A9. If there is just one tenant, I authorise the tenant to deal with the deposit.

.....

Tenant(s) Signature

A The Landlord lets out the property at:

Property Address

1. To you (individually and together if there is more than one of you) as well as the furniture, fixtures and household belongings that are on the list that you and we signed (the inventory). The amount of rent is shown on the previous page and both you and we must keep to the terms below.
2. You will have the property and any furniture for **6 months from Start Date to 11am on End Date**. If, at the end of this time, you want to continue the tenancy, it will carry on from month to month as a statutory periodic tenancy. You must give one month's written notice to end it. This notice must be given to expire on a rent payment day.
3. This agreement is an assured shorthold tenancy (as defined in section 19A of the Housing Act 1988). The arrangements in section 21 of the Housing Act 1988 for the landlord to repossess the property apply to this agreement. This means that you cannot claim any legal rights to stay on once the tenancy has ended and a court order says you must leave. The landlord giving a section 21 notice must give at least two months' notice, in writing. For more information, you should consult a Housing Advice Centre, solicitor or Citizens' Advice Bureau who will tell you what this means.
4. We will let the property to you (individually and together) and **only you** will be allowed to live at the property with the children (if any) that were declared on your application form. Any other person (including children) must have our permission in writing (which we will not unreasonably withhold) and may have to go through an application process including a credit check.
5. We may keep keys to the property.
6. The landlord or Rent Rent Rent Lettings Ltd may remove, store, sell or otherwise dispose of any furniture or goods which the tenant refuses or fails to remove from the property at the end of the tenancy. The tenant shall be responsible for all reasonable costs which the landlord may incur. The landlord shall be entitled to deduct such costs and any monies lawfully due to the landlord from any money realised from the disposal of such furniture or goods.
7. Whilst every effort is made to ensure all appliances or features of the property are in full working order, neither the Landlord or Rent Rent Rent Lettings Ltd offer any guarantee to the operation of such items. The property is let 'as seen' and any issues raised once this tenancy has started will be dealt with as soon as practically possible in accordance with this agreement and of the Housing Act.
8. The Landlord and Rent Rent Rent Lettings Ltd indemnify themselves of any liability (including consequential loss) whosever caused as a result of any appliance or feature of the property not working, or partly working at any time during this agreement.
9. The tenant accepts that the email address provided on the application form (or any subsequent email address provided) will be used to provide information relating to the tenancy as required by current or future legislation including the serving of notices.

B The Tenant must do the following

1. Pay rent on the **XXth** of each month and by STANDING ORDER.
2. Keep the inside of the property in at least as good a condition as it was when the tenancy started (fair wear and tear excepted). Also, at the end of the tenancy you must leave all furniture (where included) and fixtures in the rooms or places they were in the beginning of the tenancy.
3. Repair any damage that you have done deliberately or that was caused by the neglect or carelessness of you or anyone else living in or visiting the property. This includes replacing any broken glass in windows and repairing or replacing any damaged fittings and installations. If you do not repair the damage you are responsible for, we may give you written notice asking you to repair the damage within a reasonable period of time, depending on the repairs that need to be done. If you fail to do this within the period of notice given, we may then enter the property (after giving 24 hours' notice, in writing) and carry out the work - you will have to pay for the reasonable cost of this work.
4. If not already done so by the Landlord or Rent Rent Rent Lettings Ltd, you must register yourself with all utility providers (including gas, electric, water and Council Tax) within one month of the commencement of this tenancy. You must pay for all electricity, gas and phone bills, water charges and Council Tax relating to the property that apply during the period of the tenancy.
5. Take reasonable precautions to prevent frost or similar damage to the property. If the property is going to be empty overnight or for more than 12 hours when the weather is likely to be cold, you must leave enough heating on to prevent the water system freezing, or turn off the water supply at the main stopcock and open all the other water taps and valves in the property to drain the tanks of hot and cold water. Failure to do so may result in you being liable for the costs of any damage caused as well as any consequential loss to any other party.

Tenant(s) Signature

6. Whenever you leave the property unattended, you must lock all the doors and windows and put the burglar alarm on (if any). You should tell us if the property is going to be empty for more than seven days in a row.
7. Allow the Landlord, Rent Rent Rent Lettings Ltd or other approved third party contractors to come into the property at all reasonable hours of the day to inspect the condition of the property, to carry out repairs or do other work which we must carry out by law. We will give you at least 24 hours' written notice which may be by email if we are going to enter the property. You must allow us enter the property immediately if there is an emergency.
8. Tell us about any repairs or faults that we are responsible for in the structure or outside of the property, in any installation or any of the shared areas as soon as they occur or is reasonably possible. Failure to do so may result in you being liable for the costs of any damage caused as well as any consequential loss to any other party.
9. Only park vehicles in designated parking area, and only on your parking space (where applicable) and without causing an obstruction to others.
10. Allow possible new tenants and prospective purchasers to look at the property on at least 24 hours' notice during the last month of the tenancy.
11. Be jointly and individually responsible for paying all the rent you have to pay under this agreement and keep to all the terms of this agreement.
12. Defrost the fridge when necessary. You will be responsible for the reasonable cost of making good any damage that is caused because you have not done this.
13. Be responsible for looking after the garden to maintain the standard as it was at the start of this agreement. It must be kept tidy and properly cultivated with any grass cut (at least fortnightly), and weeds removed, but you do not have to improve the garden.
14. Live in a tenant like manner and ensure the property is cleaned on a regular basis (at least fortnightly), including any mould build-up and change any light bulbs throughout the duration of the tenancy.
15. At the end of the tenancy, leave the property and our fixtures and fittings in as good a condition as at the start of the tenancy (fair wear and tear excepted), cleaned to a professional standard and free from rubbish.
16. Ensure all bins are empty at the end of your tenancy.
17. Be jointly and individually responsible for clearing any blockages in any drainage system associated with or serving the property throughout the course of this tenancy.
18. Agree to follow the guidelines set out in the Legionella information leaflet provided to minimise risk of Legionella.
19. Be responsible for all Council Tax relating to the property throughout the duration of this tenancy. You must not register the property empty until this agreement has ended.
20. Adhere to the covenants and special terms and conditions of the property (where applicable) as detailed in attached Appendix 1.

C. Security Deposit – PRESCRIBED INFORMATION

1. You must pay a deposit of **£DEPOSIT.00**. You will not receive interest on the deposit unless it is paid into the Governments custodial tenancy deposit scheme. If it is paid into that scheme, you will receive any interest that may be payable under the terms and conditions of that scheme.
2. You will get it back when this agreement ends and you leave the property, as long as you have kept to all the agreements and conditions and you have paid all the rent and bills for the property.
3. Circumstances when all or any part of the deposit may be retained by the Landlord or Rent Rent Rent Lettings Ltd are as follows:
 - (i) Non payment of any rent
 - (ii) Non payment of any bills for the property
 - (iii) Failure to keep to any of the agreements or conditions contained in the Tenancy Agreement
 - (iv) Reasonable compensation if you have broken any of your agreements contained in the Tenancy Agreement
 - (v) Reasonable cost of making good any damage which is not caused by fair wear and tear
 - (vi) Failure to produce satisfactory proof that you have paid for the utility bills (electricity, gas, water and phone)
 - (vii) Non payment of interest on any outstanding rent or other money legally payable.
 - (viii) Reasonable costs if you fail to remove furniture or goods at the end of the tenancy
 - (ix) Non payment of any administration fee
 - (x) Reasonable costs for replacing locks or failure to return any key/replacement keys
 - (xi) Reasonable costs for making good any damage due to failure to defrost the fridge
 - (xii) Compensation for damages not resolved as set out in section B3 of this agreement.

Tenant(s) Signature

If we cannot agree any amount for any breach, the matter will be decided by the schemes Adjudicator or by the County Court unless we can agree on some other way of sorting out the dispute.

4. You cannot use the deposit to pay rent under this agreement.
5. If there is more than one tenant, **LEAD TENANT** is chosen to deal with the deposit on your behalf (jointly and individually) and on behalf of everyone who is not a tenant. That person can be replaced as a representative, by another of you, as long as a majority of you tell us in writing. This person will be whom we re-pay all or any part of the deposit due under this agreement.
6. The name, address and contact details of the Scheme Administrator of the Tenancy Deposit Scheme that is safeguarding your tenancy deposit is: The Deposit Protection Service (DPS), The Pavilions, Bridgwater Road, Bristol, BS99 6AA 0870 7071707 or enquiries@depositprotection.com
7. The terms & conditions relate to The Deposit Protection Service and contain:
 - (i) Information supplied by the Scheme Administrator to the Landlord explaining the operation of the provisions contained in the statutory scheme.
 - (ii) Information on the procedures applying for the release of the deposit at the end of the tenancy.
 - (iii) Information on procedures that apply under the Scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy.
 - (iv) Information about Procedures that apply under the Scheme where the Landlord and the Tenant dispute the amount to be repaid to you in respect of the deposit.
8. The scheme provides an alternative Dispute Resolution Scheme available enabling an independent adjudicator to decide on any dispute.
9. The contact details provided by you on your application form will be given to the scheme administrator for the purpose of contacting the you at the end of the tenancy along with your forwarding address that you will provide when this agreement comes to an end.
10. **No one else** has paid any deposit other than the Tenant(s) in connection with this agreement.
11. A copy of the Deposit Protection Service Terms and Conditions are available to download from http://www.depositprotection.com/Documents/scheme_rules.pdf

D. A Fitness for Human Habitation Assessment has been carried out on the Property, and a copy of the Summary Report has been provided to the Tenant(s) who agrees:

1. To read and digest the Fitness For Human Habitation Summary Report provided and advise the Landlord or Rent Rent Rent Lettings Ltd if there are any concerns or questions.
2. With the findings set out in the Report and acknowledges any advisories set out in the report, unless advised otherwise in writing to the Landlord or Rent Rent Rent Lettings Ltd.
3. To maintain the condition of the property in a tenant like manner both internally and externally, to ensure that the property remains in the same condition as set out in the Report for the duration of the tenancy, fair wear and tear and Landlords obligations excepted.
4. To advise Rent Rent Rent Lettings Ltd or the Landlord in writing of any changes to the property that may have an adverse effect on the property being fit for human habitation.
5. Advise the Landlord or Rent Rent Rent Lettings Ltd in writing if the ages of any occupiers change such that they are over 60 years or under 5 years of age.

E. Tenant Fees Payable under this Agreement

1. If you owe rent for more than 14 days from when it was due, you will have to pay interest on this amount from the date that it was first due. The interest rate is 3% above the Bank of England base rate.
2. If we agree to you leaving the property before this agreement has ended you must pay a fee equivalent to the 'New Tenant Fee' usually charged to the Landlord, details of which can be found on the fee schedule on the Rent Rent Rent Lettings Ltd website and displayed in their office. In addition, you must pay all rent due under this agreement until a replacement tenancy begins. The maximum you will be charged is the full amount of rent owing under this agreement to the end of any fixed term.
3. Pay the costs for replacing locks or other security devices if you lose a key or other security device for the property which may include the costs paid to a third-party such as a locksmith. In exceptional circumstances Rent Rent Rent Lettings Ltd may charge you an additional fee of £15.00 per hour (including VAT).
4. Pay our costs of £50.00 (including VAT) if you request to make a change to this agreement (e.g. a change of sharer or permission to keep pets on the property). There are circumstances where you may be charged more if we incur additional costs and we will advise you of these.
5. Any fees that remain unpaid will be deducted from your security deposit at the end of the tenancy.

Tenant(s) Signature

F The Tenant must not do the following

1. Alter or add anything to the inside, outside or structure of the property, or the furniture, fixtures and household belongings or internal decoration that are on the list that you and we signed. You must not bring into the property any furniture, fixtures or household belongings which do not meet the Furniture and Furnishings (Fire)(Safety) Regulations. You can get information about these regulations from your local Trading Standards Office.
2. Anything which may be a nuisance or annoy neighbours. You must not play any radio, CD, record player, television or musical instrument in a way that will cause a nuisance, annoy the neighbours or be heard outside your home between 11pm and 7.30am.
3. Bring bicycles or motorcycles, into the property without our permission, in writing (which we will not unreasonably withhold).
4. Bring any furniture into the property other than that for your own domestic needs. You must have our permission in writing if you wish to bring any other furniture into the property (which we will not unreasonably withhold).
5. Tamper with any fire precautions.
6. Hang any pictures or posters on the walls without our permission, in writing (which we will not unreasonably withhold).
7. Use Blu-tack or any similar type of adhesive on any wall inside the property.
8. Sublet the property or any part of it, or give up the property or any part of it to someone else.
9. Transfer the tenancy to someone else without our permission, in writing (which we will not unreasonably withhold).
10. Carry on any profession, trade or business in the property without our prior written permission.
11. Display any permanent notice on the property.
12. Use the property as anything other than a home.
13. Block, or allow guests to obstruct, any of the shared areas.
14. Dry washing inside the property, except in a ventilated room suitable for such purposes.
15. Use any paraffin, portable gas heater or naked flame inside the property or outbuildings.
16. Smoke inside the property, this includes tobacco products and vaping of e-cigarettes.
17. Wear outdoor shoes on any floor coverings on the interior of the property.
18. Bring any animals into the property without our permission, in writing (which we will not unreasonably withhold).

G We agree to do the following

1. Keep the property insured against fire and other usual comprehensive risks as long as insurance cover is available.
2. Let you have free access to the steps, entrance hall, stairs and all shared areas, and keep those areas in clean, light and good condition.
3. Be responsible for servicing and maintaining any gas heating system and making sure that all gas appliances within the property are checked by a Gas-Safe registered technician every year, in line with the Gas Safety (Installation and Use) Regulations 1994.
4. Be responsible for making sure that any furniture we provide keeps to the Furniture and Furnishings (Fire)(Safety) Regulations.
5. Give you back any part of the rent that you have paid for any period that the property could not be lived in because of fire or any other danger that we are insured for.
6. Keep the structure and outside of the property in good repair.
7. Keep the gas, water, electricity, space heating and water heating installations in good repair and proper working order.
8. Refund any rent you have paid which relates to a rental period which starts after the tenancy ends. We are allowed to take from this refund any rent or other money you owe us.
9. Allow Rent Rent Rent Lettings Ltd to process your data as set out in the privacy policy, a copy of which can be viewed at <http://www.rentrentrentlettings.co.uk/privacy.aspx> including providing any forwarding addresses and telephone numbers to any debt collection agencies who are engaged in collecting any unpaid debt relating to the property during your period of your tenancy such as utilities, council tax etc

H Notices

If we need to serve any notice on you, we will deliver it by hand, email it to you using the email address provided on your application form or send it to you by post to the property address. This means that notices are served on you once they are put through your letterbox, even if you do not receive them because you have moved. **If you give us another address to send notices to, any notice will be validly served at that address, if it is posted to, or left at that address. If**

Tenant(s) Signature

you need to serve any notice on us, they must be delivered by hand or sent by post to the following address:

Northgate Business Centre, 38 Northgate, Newark, NOTTS, NG24 1EZ – This address may change.

I Rent Rent Rent Lettings Ltd

- 1. Is a member of The Property Redress Scheme (Membership Number PRS012943).
- 2. Is a member of Client Money Protect (Membership Number CMP003608).

J The property may be repossessed:

- if you fail to pay us rent 14 days after it is due, whether you have been asked for it or not;
- if you (or any of you) become bankrupt;
- if any of the grounds listed in schedule 2 of the Housing Act 1988 as amended under the Housing Act 1996 apply (those include not paying rent, breaking the tenancy term and causing a nuisance or annoyance); or
- the arrangements for us to repossess the property in section 21 of the Housing Act apply.
- as the property is subject to a mortgage granted before the beginning of the tenancy and the provisions for recovery of possession by mortgagee under Ground 1 & 2 of Schedule 2 of the Housing Act 1988 and Section 7 (6) of the Housing Act 1988 apply accordingly. If the landlords mortgagee is or becomes entitled to exercise its power of sale then the landlords mortgagee shall be entitled to forfeit this agreement and gain vacant possession of the Premises under Grounds 1 & 2 Schedule 2 of the Housing Act 1988 if and so long as the existence of such an entitlement does not amount to a power for the landlord to determine the tenancy at any time earlier than six months from the beginning of the tenancy within the meaning of Section 20 (1)(b) of the said Act

We need a court order to repossess the property. You should contact a solicitor, Citizens' Advice Bureau or Legal Advice Centre who will tell you what this means.

J Documents relating to this Tenancy

I confirm I have received the following documents by email in connection with this Tenancy prior to the commencement of this agreement and before receiving keys:

- How To Rent Guide
- Valid Gas Safety Certificate
- Energy Performance Certificate (EPC)
- Electrical Installation Condition Report (EICR)
- Rent Rent Rent Guide for Tenants
- Guidelines for minimising Legionella Risk
- Homes (Fitness For Human Habitation) Assessment
- Terms & Conditions relating to the Deposit Protection Service

K Signatures

Tenant(s) Signature Date

Tenant(s) Signature Date.....

Agents Signature Date

Tenant(s) Signature