



Assured Shorthold Tenancy Agreement

For a dwelling house that is furnished

Clockmakers Court

Percy Street

Coventry

CV1 3DD

Assured Shorthold Tenancy within the meaning of the Housing Act 1988 as amended by the Housing Act 1996

This Agreement is subject to any manuscript amendments following negotiation between the Landlord and Tenant in relation to this Property. Such amendments will be signed or initialed by the parties prior to the grant of this tenancy.

The Tenant understands that the Landlord will be entitled to recover possession when the Tenancy Period ends.

This tenancy agreement must be read in conjunction with the tenant's rules and obligations that also form part of this tenancy agreement.

Landlord

Full name: L&C Property Management Ltd (The Landlord)

Agent: (if applicable) **Suttons Estate Agents** (The landlords Agent)

Address: 30 New Union Street, Coventry

Postcode: CV1 2HN

Telephone Daytime: 02476 525 111

Email: lettings@suttonsestates.com

Notices: In accordance with Sections 47 and 48 of the Landlord & Tenant Act 1987, the Landlord’s name and address in England and Wales at which Notices (including Notices of Proceedings) may be served on the Landlord by the Tenant are:

Name: L&C Property Management Ltd C/O **Suttons Estate Agents**

Address: 30 Union Street, Coventry

Postcode: CV1 2HN

AND Tenant* (See Note)

Lead Tenant: _____

Tenant 2: _____

AND IS MADE IN RELATION TO THE PROPERTY AT:

Address: Flat # , Clockmakers Court, Percy Street, Coventry. West Midlands. CV1 3DD

Being part of the **Building** known as : Clockmakers Court

Together with the **Contents** as specified in the **Inventory** dated:.....

With the use of the following **Shared Facilities:**

- 1. The amenity area
- 2. The ground floor entrance way, hallway, staircase and landings
- 3. The rear connecting passageway from the flats to the amenity area

Number of permitted occupiers

The maximum number of people permitted to occupy the Property is: 2 persons

Term

A FIXED TERM of 6 or 12 or 18 or 24 (delete as required) months commencing on and including (start date) _____ to and including (end date) _____

Rent

The total rent payable per Month is £ and is payable **Monthly** in advance in the following instalments:

The first payment is to be equal to **4 weeks** rent in advance: £.....in cleared funds on the signing of this Agreement and thereafter the sum of (rent) £.....should be paid Monthly by standing order commencing ON (insert date when 2nd rent payment due)..... **Payments are to be made to Suttons Estate Agents**

Utility, Council Tax and Charges for Services etc are EXCLUDED and the tenant has to pay for:

Water charges

Council Tax (or similar charge which replaces it)

Electricity

Television license / Satellite TV

Telephone

Broadband

Other: (please state) _____

Services/Council Tax:

The tenant is responsible for paying all bills and charges incurred during (or apportioned over) the term of the tenancy at the premises for electricity, water, council tax, TV license, SKY or any other TV facility via cable or satellite, telephone – including connection, change, transfer or termination of supply; and the tenant hereby agrees that any unpaid bills may be deducted equally from the deposits at the landlord’s discretion and/or counted for as rent arrears and to produce to the landlord, upon demand, all relevant receipts. It is the tenant’s responsibility to check all meter readings upon moving into the property and to note them upon vacating the property. It is the tenant’s responsibility to pay all outstanding bills relating to the above services before vacating the property and providing the landlord with evidence of settlement in full. If at any time the tenant(s) is not a full-time student or cannot prove that they would be exempt from paying council tax, then they must pay the council tax directly to the council and to provide receipts to the landlord upon demand or give authority to the landlord to obtain the same from the council; in default of receipts the tenant shall pay to the landlord an amount equal to the council tax due on the property apportioned over the period of their occupation.

A Security Deposit of 8 weeks rental (unless otherwise agreed) is to be paid in cleared funds on the signing of this agreement and is held under the terms of an authorised tenancy deposit scheme (the details of which will be made available to the Tenant by the Landlord within 30 days of receiving the Deposit).

*Note: All Tenants will be jointly and severally liable for the Tenant's obligations contained within this Agreement. In the event of nonpayment of Rent and/or other breach of the Agreement, any individual Tenant or group of Tenants may be pursued. This means that legal action may be brought against any one or any group of the Tenants. Notice to leave by any individual Tenant will also end the tenancy for all Tenants. The group of Tenants shall be known collectively as 'The Tenant' throughout this Agreement.

The Landlord lets the Property and the Contents to the Tenant at the Rent for the Tenancy Period on the standard letting terms set out in this Agreement as varied or supplemented by any special letting terms.

1. Tenant's Obligations

The obligations of the tenant are joint and several and in this agreement the masculine shall include the feminine and the singular shall include the plural.

The Tenant hereby agrees with the Landlord as follows:

- 1.1 Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any visitor to do or not to do the same thing.

Rent and Charges

- 1.2 To pay the Rent at the times and in the manner specified in The Particulars whether or not it has been formally demanded.
- 1.3 To pay the Utility, Council Tax (or similar charge which replaces it) and Charges for Services as specified in The Particulars.
- 1.4 To pay to the Landlord all costs and expenses, on an indemnity basis, incurred by the Landlord in:
 - 14.1 The recovery from the Tenant of any Rent or any other money which is in arrears.
 - 14.2 The enforcement of any of the provisions of this Agreement.
 - 14.3 The service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement whether or not the same shall result in court proceedings.
 - 14.4 The cost of any Bank or other charges incurred by the Landlord if any cheque written by the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's bankers.
 - 14.5 The cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (reasonable wear and tear excepted).
 - 14.6 Any other monies owed by the Tenant to the Landlord.
 - 14.7 Compensation for the breach of any terms of this agreement.

Use of the Property

- 1.5 To occupy the Property as the Tenant's only or principal home.
- 1.6 Not to assign or sublet or part with or share possession of the Property or any part of it, or to allow the Property to be occupied by more than the maximum Number of Permitted Occupiers, without the express written permission of the Landlord (which will not be unreasonably withheld).
- 1.7 Not to carry on in the Property any trade profession or business or receive paying guests or exhibit any poster or notice board so as to be visible from the exterior of the Property or use the Property for any other purpose other than a private residence for the Tenant and (if a Garage or Parking Space is specified in the Particulars) for the storage of a private motor car.
- 1.8 Not to use the Property for any immoral, illegal or improper purposes.
- 1.9 To use the Property carefully and properly and not to damage it.
- 1.10 Not to do or permit to be done on the Property anything that may reasonably be considered to be a nuisance or annoyance to the Landlord or the owner or occupiers of any adjoining property.
- 1.11 Not to make any noise or play any radio television audio equipment or musical instrument in or about the Property so as to cause nuisance to neighbours or other adjoining residents or people in the immediate area.
- 1.12 Not to change the supplier of the Utilities and Services as specified in The Particulars without the express written permission of the Landlord (which will not be unreasonably withheld).
- 1.13 Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such Services to the Property. This includes the installation of any pre-payment meter.
- 1.14 Not to bring into the Property any furniture or furnishings and other personal effects that do not meet the required safety standards.
- 1.15 Not to obstruct the common parts of the Building or any Shared Facilities or keep or leave anything in them.
- 1.16 Not to smoke or to permit a visitor to smoke tobacco or any other substance in the Property.
- 1.17 Not to keep any dangerous or inflammable goods, materials, or substances in or on the Property apart from those required for general household use.
- 1.18 Not to install, take into, use or keep in, the property any heater or like object which requires paraffin or other gaseous fuel, and not to burn candles in the Property without the express written permission of the Landlord (which will not be unreasonable withheld).
- 1.19 Not to keep any pets, animals, reptiles, insects, rodents or birds at the premises.
- 1.20 Not to block or cause any blockage to the drains and pipes, gutters and channels in or about the Property.
- 1.21 Not to bring in to the Property any electrical equipment which does not comply with relevant UK electrical regulations.
- 1.22 To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Property that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the tenancy.
- 1.23 To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated.

Leaving the Property Empty

- 1.24 To advise the Landlord, by giving reasonable written notice, if the Tenant intends being absent from the Property for more than 14 days and provide actual dates the Property will be unoccupied. For any absence over 28 days the Tenant may agree that the Landlord should have access during the period to keep the Property insured and to take reasonable precautions to mitigate damage.

Condition of the Property

- 1.25 Unless written comments or amendments are received by the Landlord within 7 days of Tenancy commencement the Tenant acknowledges that the Inventory attached hereto and forming part of this Agreement is a true and accurate record of the Property and the Contents, including their condition, at the beginning of the Tenancy. The tenant is obliged to make a full inspection of the property within 7 days of the first person collecting keys for the property and to notify the landlord of any defects in the property, furniture or equipment. In the absence of such notification the tenant accepts that the property, furniture and equipment and their condition are as described in the inventory.
- 1.26 Not to damage the Property or make any alteration in or addition to it or the electrical or plumbing system.
- 1.27 Not to decorate or change the style or colour of the decoration whether it be internal or external, nor to erect any aerial or satellite dish without the express written permission of the Landlord (which will not be unreasonably withheld).
- 1.28 To keep the interior of the Property and the Contents in the same condition, cleanliness, repair and decoration, as at the start of the Tenancy with allowance for fair wear and tear.
- 1.29 Not to remove any of the Contents from the Property without the express written permission of the Landlord (which will not be unreasonably withheld).
- 1.30 To clean the inside of windows of the Property, (where access is possible,) as often as necessary.
- 1.31 To wash or clean the curtains hanging in such windows, only as agreed with the Landlord in writing.
- 1.33 To notify the Landlord as soon as reasonably possible, having regard to the urgency of the matter, of any defect in the Property which comes to the Tenant's attention.
- 1.34 Where the Property includes Shared Facilities, to take proper care of the Contents and clean as appropriate after use.
- 1.35 To replace any light bulbs, fluorescent tubes, fuses or batteries, promptly and when necessary.

Waste and Refuse

- 1.36 To keep the exterior free from rubbish and place all refuse containers etc. in the allocated space for collection on the day for collection.
- 1.37 To undertake disposal of refuse by placing refuse in the receptacles provided and in particular comply with any local authority recycling policy by using the correct containers provided for that purpose. In the case of any dustbins to ensure that all general rubbish that cannot be recycled is placed and kept inside a plastic bin liner before placing in such dustbin.

Letters and Notices

- 1.38 To forward any notice, order, proposal or legal proceedings affecting the Property or its boundaries to the Landlord promptly upon receipt of any notice, order, proposal or legal proceedings.
- 1.39 To forward all correspondence addressed to the Landlord at the Property to the Landlord within a reasonable time.

Access to the Property

- 1.40 To permit the Landlord or other persons authorised by them at all reasonable times:
- 1.40.1 To enter the Property to examine the state and condition of the Property and Contents and to carry out repairs or maintenance to the Property or Contents and afford them all facilities so to do. Surveillance visits to check the condition of the property are usually made after 2 months and then every 3-4 months thereafter (no notice is required to be given to the tenant).
- 1.40.2 To enter and view the Property with prospective occupiers during the last two months of the tenancy (the tenant will be given a minimum of 24 hours notice).

Notice to Repair

- 1.41 If the Landlord gives the Tenant any written notice to remedy a defect, for which the Tenant is responsible, the Tenant shall carry out the repair within one month of the date of the given notice.

Key and Alarm Codes

- 1.42 The Tenant agrees that the Landlord shall hold a set of keys and that the Tenant shall not install or change the door locks or alarm codes, without the express written permission of the Landlord.
- 1.43 Not to have any keys cut for the locks to the Property without the express written permission of the Landlord.

Tenant's Possessions / Items in the inventory

- 1.44 The Tenant is strongly advised to take out insurance with a reputable insurer for the Tenant's possessions or the landlords provided for items as detailed in the inventory as such possessions will not be covered by any insurance effected by the Landlord.

At the End of the Tenancy

- 1.45 At the end of the Tenancy the Tenant agrees to:
- 1.45.1 Give up the Property with vacant possession. This on the due day and by 12.00 midday on that day.
- 1.45.2 Give up the Property and the Contents in the same state of cleanliness, condition and decoration as it was at the commencement of the Tenancy (reasonable wear and tear excepted) and pay for the repair or replacement of those items damaged or lost during the Tenancy which were the Tenant's responsibility in this Agreement.
- 1.45.3 Leave the Contents in the respective positions that they occupied at the commencement of the Tenancy.
- 1.45.4 Return any linen, blankets and towels that may be provided, freshly washed and clean.
- 1.45.5 Return all keys to the Landlord and pay reasonable costs of having new locks fitted and new keys cut in the event that not all keys are returned to the Landlord.
- 1.46 Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the property within 28 days after the expiry or sooner termination of the tenancy shall be deemed to have been abandoned. Provided the Landlord has given written notice to the Tenant, or where the Tenant cannot be found after reasonable steps have been taken to trace the Tenant, the Landlord can dispose of such goods as they think appropriate.
- 1.47 To allow the Landlord to erect a reasonable number of 'for sale' or 'to let' signs at the Property during the last two months of the Tenancy.
- 1.48 The Tenant should be present during any inspection of the Property upon check out, to be carried out by, or on behalf of, the Landlord.
- 1.49 The Tenant will supply to the landlord forwarding addresses and contact details after the tenancy ends.

1.27 Landlord's Obligations

1.28 The Landlord hereby agrees with the Tenant as follows:

- 1.29 The Landlord shall arrange for the Property (not the Tenant's possessions) to be insured under a comprehensive insurance policy and use all reasonable effort to arrange for any damage caused by an insured risk to be remedied as soon as is practicable, and to refund to the Tenant any Rent paid for any period in which the Property is uninhabitable or inaccessible as a result of such damage, unless the insurers refuse to pay out the policy monies because of anything the Tenant has done or failed to do in breach of the Tenant's Obligations under this Agreement.
- 1.30 To pay all assessments and outgoings in respect of the Property, which are the responsibility of the Landlord.
- 1.31 To allow the Tenant to quietly possess and enjoy the Property during the Tenancy without interruption from the Landlord, (not withstanding Clause 1.40 in this Agreement).
- 1.32 To ensure that all the furniture and equipment within the Property supplied by the Landlord complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 1.33 To carry out promptly any repairs which are the Landlord's responsibility.

2. Interest on Rent Arrears / Administration Charges for late payment / Other Fees & Charges

- 2.1 The Tenant shall pay interest to the landlord at the rate of 4% above the base lending rate of Barclays Bank Plc upon any Rent or other monies due under this Agreement without any deduction, reduction or set-off, if in default (if not paid on time in respect of the date from when it became due - the due date of payment). Interest to be calculated daily until paid for in full.
- 2.2 The tenant shall pay an administration charge of £35 on each occasion the standing order is not honoured, a rent payment is more than 4 days late, or any payment made on behalf of the tenant is returned uncleared by the landlord's bank, and for each letter sent out by the landlord for rent arrears or breach of this agreement and to pay an admin charge of £150 for each novation agreement (where one tenant leaves and another joins during the tenancy), such charges are recoverable as arrears of rent

2.3 Fees & Charges

Renewal of Tenancy Agreement:	£50.00 inc Vat (per instance)
Recalled Standing Order:	£35.00 inc Vat (per instance)
Failure to cancel Standing Order:	£35.00 Inc Vat (per instance)
Arrears Admin Charge (after 7 days)	£35.00 Inc Vat (per instance)
Absent on pre-booked Property Inspection:	£30.00 Inc Vat (per instance)

The Landlord/The Landlords agent reserves the right to charge the above minimum charges (subject to changes)

3. Termination

- 3.1 If there is a breach of any of this Agreement by the Tenant the Landlord may serve notice in accordance with Section 8 of the Housing Act 1988 (as amended). The landlord is entitled to seek possession of the Property by serving on the tenant written notice describing the grounds under which possession is sort. The period of such notice will be either two weeks or two months depending upon the grounds specified in compliance with the provisions of the housing act 1988.
- 3.2 If the Rent or any part shall be in arrears for at least 14 days after it shall have become due (whether legally demanded or not) or if there shall be a breach of any of this Agreement by the Tenant, the Landlord may re-enter the Property (subject to any restrictions on his statutory power to do so) and immediately thereupon the Tenancy shall terminate without prejudice to the other rights and remedies of the Landlord. This is a forfeiture clause giving a right of re-entry to the landlord, and the provisions of the Protection from Eviction Act 1977 apply.

Landlords Right of Termination

- 3.3 The Landlord is entitled to terminate this Tenancy for these reasons (including by Service of Notice in accordance with Section 8 of the Housing Act 1988 (as amended), as defined above):
 - 331 Any installment of rent not received in full within 14 days of day due when the landlord formally demands it, after it has fallen due;
 - 332 Or if the tenant fails to comply with any of the Tenants Obligations under this agreement;
 - 333 Or if the Tenant becomes bankrupt;
 - 334 Or an Interim Receiver of the Property is appointed;
 - 335 Or if the Tenant (without making prior arrangements in writing with the Landlord) leaves the property vacant or unoccupied for more than 3 weeks.

Effect of Termination

- 3.4 Termination of this Tenancy Agreement ends the Tenancy but does not release the Tenant from any outstanding obligations.
- 3.5 If the Tenancy is a Fixed Term Tenancy, the Landlord may serve on the Tenant at least 2 months' notice in writing under Section 21(1)(b) of the Housing Act 1988 (as amended) to expire on the last day of the Fixed Term.
- 3.6 If the Tenancy has become a statutory Periodic Tenancy, it may be terminated by:
 - 361 The Landlord serving the Tenant at least two months' notice in writing under Section 21 (4) (a) of the Housing Act 1988 (as amended) and expiring on the last day of a rental period of the Tenancy.
 - 362 The Tenant giving written notice of at least four weeks and expiring on the last day of a rental period of the Tenancy.

4. The Deposit

- 4.1 The security deposit will be lodged by Suttons Estate Agents in the DPS (Deposit Protection Service) Scheme..
- 4.2 The Deposit shall be returned to the Tenant (less any deductions properly made) within 14 working days of the end of the Tenancy, upon vacant possession of the Property and return of the keys, if the Tenant has kept to all the agreements and conditions within this Agreement.
- 4.3 Monies shall properly be deducted from the Deposit in respect of 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 advisors) in respect of:
 - 4.31 The recovery from the Tenant of any Rent or any other money which is in arrears.
 - 4.32 The enforcement of any of the provisions of this Agreement.
 - 4.33 Compensation in respect of the Tenant's use and occupation in the event that the Tenant fails to vacate the Property on the due date.
 - 4.34 The service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement whether or not the same shall result in court proceedings.
 - 4.35 The cost of any Bank or other charges incurred by the Landlord if any cheque written by the Tenant is dishonored or if any standing order payment is withdrawn by the Tenant's bankers.
 - 4.36 The cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (reasonable wear and tear excepted).
 - 4.37 Any other monies owed by the Tenant to the Landlord.
 - 4.38 Compensation for the breach of any terms of this agreement.
- 4.4 If the Deposit shall be insufficient the Tenant shall pay to the Landlord such additional sums as shall be required to cover all costs, charges and expenses properly due.

4.A The Data Protection Act

- 4A.1 Under the data protection act 1998, contact and personal information will be retained by the landlord and the landlord's agent and may be provided upon lawful demand to other agencies including utilities, suppliers, local authorities, credit or other reference agencies and debt collectors.

4.B Incomplete Paperwork

The landlord or his agent will not release keys to the tenant unless all tenancy paperwork is completed by all tenants including retainer payments, contact information forms, copies of suitable identification, and guarantor forms if required. If the tenancy agreement is signed but all paperwork is not complete by the tenancy start date, then the tenants agree that the landlord will not release keys to any of the tenants but rent will still be payable.

5. Notices

- 5.1 The Landlord gives notice to the Tenant that in accordance with Section 47 and 48(1) of the Landlord and Tenant Act 1987 that Notices (including Notices in proceedings) may be served on the Landlord at the address specified in The Particulars of this Agreement.
- 5.2 Any Notice served upon the Tenant in accordance with this Agreement or any statute or regulation then the same may be served properly addressed to the Tenant either at the Property or by sending same by first class post to the Property or at the Tenant's last known address and the same shall be deemed to have been properly served and received by the Tenant in the ordinary course of that first class post being delivered.

6. Consents

- 6.1 The Landlord confirms that all necessary consents have been obtained to enable the Landlord to enter into this Agreement (whether from Superior Landlord, Lenders, Mortgagees, Insurers, or others).

7. Data Protection

- 7.1 The Tenant hereby consents to the Landlord and/or the National Landlords Association processing any information or personal details on or of the Tenant as defined in the Data Protection Act 1998.
- 7.2 The Tenant agrees that the Landlord may pass on the Tenant's forwarding address and/or other personal information to utility suppliers, local authority, any credit agencies, or reference agencies and for debt collection.

8.0 Rent reviews and increases

Please be aware that at the end of your initial tenancy and after any tenancy renewal period is due to end; your landlord will review your rent and an increase may be sought.

9.0 END OF TENANCY

Your tenancy agreement is a legally binding contract; it is for a fixed duration and you cannot give notice to vacate before the expiry date. If you need to vacate the property prior to the end of the fixed term, you, the tenant, shall be responsible for rent and all bill payments; until the expiration of the term of the tenancy, unless a suitable new tenant is found. In addition, you will be responsible for the Landlord's agency re-letting fees as applicable at that time.

GIVING NOTICE

You are required to give at least one full month's written notice of your intention to vacate the property in line with your payment date. E.g. If your rent payment date is on the 2nd of each month you must give us your notice on or before the 2nd of the month to leave on the 1st of the following month (the day before payment is due) this is known as your rental period from which you rent covers you to stay in the property. If you haven't vacated the property by the date required and you are still occupying the property on the payment date (e.g. the 2nd of the month) you will be liable for that month's rent also.

We will require access to accompany prospective tenants to view the property and will give you at least 24 hours' notice. Your co-operation in allowing access is greatly appreciated.

CHECK-OUT APPOINTMENT

Upon receipt of your notice letter, we will contact you to acknowledge your intended vacation. We will arrange for our agent to meet you at the property to carry out a pre-exit inspection a few days/weeks prior to the move out date, to verify the condition of the property and make aware any problems that may cause problems at the end of the tenancy or put your deposit at risk.

You will then be required to return all sets of keys to the office, along with final meter readings and forwarding address's for each tenant previously occupying the property. (All of this must be completed at least one day before the next payment date is due).

5. Attached to and forming part of this Agreement are copies of:

Key Transfer and Start of Tenancy Sheet and the Tenants Rules and Obligations*
***This forms part of this tenancy agreement between the landlord and the tenant**

Inventory Dated: (inventory date) _____

Other attachment (please state below)

Signed as an Agreement dated: _____

Please print name then sign and date

The Landlord

Landlords full name: *L&C Property Management Ltd (his agent Suttons Estate Agents)*

Landlord's signature: _____ Date: _____ Time: _____

Landlord's witness full name and address: _____

_____ Postcode: _____

Landlord's witness signature: _____ Date: _____ Time: _____

Lead Tenant

Name: (repeat as in Particulars) _____

Signature: _____ Date: _____ Time: _____

Tenant's witness full name and address: _____

_____ Postcode: _____

Tenant's witness signature: _____ Date: _____ Time: _____

continued overleaf

Tenant 2

Name: (repeat as in Particulars) _____

Signature: _____ Date: _____ Time: _____

Tenant's witness full name and address: _____

_____ Postcode: _____

Tenant's witness signature: _____ Date: _____ Time: _____

Information for tenants

This document is based upon the assured shorthold tenancy agreement provided by the National Landlords Association and is made available for use by all landlords with property to let in England and Wales.