



STUDENT & RESIDENTIAL LETTING

79 Bryn-y-Mor Road, Swansea SA1 4JE

tel 01792 469669

email let-rite@hotmail.com

Assured Shorthold Tenancy Agreement

DATED

THE PROPERTY

THE LANDLORD

THE TENANT (S)

.....

THE TERM DATES

THE RENT £ per calendar (month/week)

THE DEPOSIT £

This TENANCY AGREEMENT comprises the particulars detailed above and the terms and conditions stated overleaf whereby the property is hereby let by the agent on behalf of the landlord and taken by the tenant for the term at the rent.

Tenants Initials:

This agreement is intended to create an assured shorthold tenancy as defined in the Housing Act 1988, as amended by the Housing Act 1996, and the provisions for the recovery of possession by the Landlord in that Act apply accordingly. The tenant understands that the Landlord will be entitled to recover possession of the property at the end of the term.

1. The Tenants Obligations

- 1.1 To pay the rent at the times agreed with the Landlord
- 1.2 To pay all charges in respect of any gas, electric, water, telephone, televisual, or internet services used at or supplied to the property during the tenancy. Television licenses are also the responsibility of the tenant.
- 1.3 Not to change to a new utility supplier nor to allow any existing meter to be changed, or to have a water meter fitted where one is not already installed.
- 1.4 Non-student tenants must ensure council tax or any similar property tax for the property during the tenancy is paid.
- 1.5 To keep the items on the inventory and the interior of the property in a good and clean state and condition and not damage or injure the property or the items on the interior of the property. In the event of any damage or injury the Landlord must be notified immediately.
- 1.6 To yield up the property and the items on the interior of the property at the end of the term in the same clean state and condition they were in at the beginning of the term. Should the property not be fully cleaned then the Landlord will charge the Tenants for any reasonable cleaning that needs to be done.
- 1.7 Not to make any alteration or addition to the property and not without the prior consent of the Landlord do any redecoration or painting of the property.
- 1.8 Not do anything on or at the property which:
 - 1.8.1 may be or become a nuisance to other occupiers of the property or owners or occupiers of adjoining or nearby premises
 - 1.8.2 is illegal or immoral
 - 1.8.3 may in any way affect the validity of the insurance of the property
- 1.9 Not without the Landlords prior consent allow or keep any pet or any kind of animal at the property.
- 1.10 Not use or occupy the property in any way whatsoever other than as a private residence.
- 1.11 Not to assign, sublet, charge or part with or share possession or occupation of the property (see clause 4.1)
- 1.12 To allow the Landlord or anyone with the Landlord's permission to enter the property at reasonable times of the day to inspect its

- condition and state of repair, carry out any necessary repairs and gas inspections, and show the property to prospective new tenants, provided the Tenants have been given 24 hours prior written notice (except in an emergency).
- 1.12 To pay the Landlord's reasonable costs reasonably incurred as a result of any breaches by the Tenant of his obligations under this agreement.
- 1.13 Not to leave the property unless all windows and doors are securely shut and locked, and not to change any locks or have any keys made without the permission of the Landlord.
- 1.14 No blue-tac or sellotape is to be used on the walls of the property, such use will incur re-decoration costs.
- 1.15 Not to take into, use or keep in, the property any heater or like object which requires paraffin or other inflammable liquid or gaseous fuel, and not to burn candles in the property.
- 1.16 Not to leave or permit to be left any items or obstructions in the hallways or communal areas particularly bicycles or sports equipment.
- 1.17 The tenant shall keep all electric lights in good working order and in particular replace all bulbs and fluorescent tubes.
- 1.18 If the tenant has access to any paths and/ or steps to regularly sweep and to keep clean and clear of leaves and free of debris, moss or any other growths.

2. The Landlord's Obligations

- 2.1 The Landlord agrees that the Tenant may live in the property without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord.
- 2.2 To insure the property and use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible.
- 2.3 To keep in repair the structure and exterior of the property.
- 2.4 But the Landlord is not required:
 - 2.4.1 reinstate the property in the case of damage or destruction if the insurers refuse to pay out the insurance money due to anything the Tenant has done or failed to do
 - 2.4.2 rebuild or reinstate the property in the case of destruction or damage of the property by a risk not covered by the policy of insurance effected by the Landlord (see clause 5.4).

Tenants Initials:

2.5 To arrange for the Tenant's deposit to be protected by an authorised Tenancy Deposit Scheme in accordance with the provisions of the Housing Act 2004 within 14 days of receipt, and to comply with the rules of the Deposit Scheme at all times.

3. Ending This Agreement

3.1 If at any time

3.1.1 any part of the rent is outstanding for 21 days after becoming due, and/or

3.1.2 there is any breach, non-observance or non-performance by the Tenant of any term of this agreement and the Tenant has failed within a reasonable period of time to remedy the breach and/or pay reasonable compensation to the Landlord for the breach

the landlord may recover possession of the Property and this agreement shall come to an end, subject to the Landlord complying with the proper legal procedure.

4. The Deposit

4.1 The deposit will be held in accordance with the Tenancy Deposit Scheme rules as issued by the relevant Tenancy Deposit Scheme.

4.2 No interest will be payable to the Tenant by the Landlord in respect of the Deposit save as provided by the rules of the relevant Tenancy Deposit Scheme.

4.3 Subject to any relevant provisions of the rules of the relevant Tenancy Deposit Scheme, the Landlord shall be entitled to claim from the deposit the reasonable cost of any repairs or damage to the property or its contents caused by the Tenant (including any damage caused by the Tenant's family or visitors) and for any rent in arrears and for any other financial loss or expenditure incurred by the Landlord as a result of the Tenant's breach of these terms, provided the sum claimed by the Landlord is reasonably incurred and is reasonable in amount. This includes any expenditure incurred as a result of cleaning or replacing carpets. The Landlord is not entitled to claim in respect of any damage to the property or its contents which is due to 'fair wear and tear' i.e. which is as a result of the Tenant living in the property and using it in a reasonable and lawful manner.

5. Other Provisions

5.1 The tenant will pay a charge of £30 for administration if a letter needs to be sent as a result of rent arrears and breach of covenants.

5.2 The tenant will pay a charge of £30 for unclear cheques to cover bank charges.

5.3 Any personal items left behind at the end of the tenancy after the Tenant has vacated shall be considered abandoned if they have not been removed within 7 days. After this period the Landlord may remove or dispose of the items as he thinks fit.

5.4 In the event of destruction to the property or of damage which shall make it uninhabitable, the Tenant shall be relieved from paying the rent by an amount proportional to the extent to which the Tenant's ability to live in the property is thereby prevented, save where the destruction or damage has been caused by any act or default by the Tenant or where the Landlord's insurance cover has been adversely affected by any act or omission on the part of the Tenant.

5.5 Where the context so admits:

5.5.1 The 'Landlord' includes the persons from time to time entitled to receive the rent.

5.5.2 The 'Tenant' includes any persons deriving title under the Tenant.

5.5.3 The 'Property' includes any part or parts of the property and all of the Landlord's fixtures and fittings at or upon the property.

5.5.4 All references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person shall be joint and several (this means that they will each be liable for all sums due under this agreement, not just liable for a proportional part) and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation.

5.5.5 All references to 'he', 'him' and 'his' shall be taken to include 'she', 'her' and 'hers'.

5.5.6 Any clause requiring the Tenant to do or not do something in relation to the property should be read as requiring the Tenant to do or not do that same thing in relation to their designated room.

Tenants Initials:

Additional Provisions (if any)

.....
.....
.....
.....
.....
.....
.....

Signed by the following parties:

Agent

Name:

Signature:

Tenant (s)

Name (s):

Signature:

.....
.....
.....
.....
.....
.....
.....
.....
.....

In the presence of:

Name:

Witness Signature: