**ASSURED SHORTHOLD TENANCY AGREEMENT**

**UNDER PART 1 OF THE HOUSING ACT 1988**

**(AS AMENDED BY THE HOUSING ACT 1996)**

**DATED:** {{Date of Signature}}

**AND MADE BETWEEN:** {{The Landlord}}

**AND:** {{The Tenant(s)}}

**OF THE PROPERTY:** {{Address}}

**AT A RENTAL OF:** £ {{Rental amount}} PER CALENDAR MONTH

**COMMENCEMENT DATE:** {{Date}}

**TERM:** {{Months Duration}}

**SPECIAL CLAUSE:** {{Add special clauses here}}

**ASSURED SHORTHOLD TENANCY AGREEMENT**

**UNDER PART 1 OF THE HOUSING ACT 1988**

**(AS AMENDED BY THE HOUSING ACT 1996)**

**DATE:** {{Date}}

**PARTIES:**

**1. THE LANDLORD**

{{Landlord Full name and address}}

**2. THE TENANT(S)**

{{Tenant full name and address}}

**THE PROPERTY:**

Together with the Fixtures Furniture and Effects therein as described in the Inventory and signed by or on behalf of the parties.

**TERM: A Term certain of** {{Term years}} **YEAR’S DURATION**

FROM THE {{Date}} TO {{Date}}

**RENT:** £ {{Rental amount}} POUNDS)

Clear of all deductions for each and every calendar month of the term payable in advance by equal monthly instalments on the 3rd day of each month by standing order, the first instalment to be paid upon the signing hereof.

It is the responsibility of the tenant to set up the standing order with his respective bank starting from the {{Date}}.

**Bank:** {{Bank}}

**Account name:** {{Account name}}

**Sort Code:** {{Sort Code}}

**Account number:** {{Account number}}

**Reference:** {{Reference }}

1. **The Landlord lets and the tenant takes the Property for the Term at the Rent payable as above.**
2. **This Agreement is intended to create an Assured Shorthold Tenancy as defined in Section 19A of the Housing Act l988 (as amended by the Housing Act 1996) and the provisions for the recovery of possession by the Landlord in Section 21 thereof apply accordingly.**
3. **Where the context admits:**
4. "The Landlord" includes the persons for the time being entitled in reversion expectant on the tenancy.
5. References to the Property include references to any part or parts of the Property and to the Fixtures Furniture and Effects or any items substituted from time to time therefore or any of them.
6. If two or more persons are together as the Tenant, then their obligations to the Landlord shall be joint and several.
7. References to the masculine gender include the feminine; the singular shall include the plural; and 'month' shall mean calendar month.
8. **A deposit of £** {{Rental deposit value}} **("the Deposit")**
9. The Deposit constitutes an insurance product provided by {{insurance provider}}, paid for by the Tenant for the benefit of the Landlord. For clarity, the Tenant has not paid a cash deposit to the Landlord for registration at the outset of this Agreement.
10. Annexed to this Agreement is a document titled 'Security Assignment of Insurance Benefits' ("the Assignment"), which the Landlord and Tenant will need to sign in addition to this Agreement. The Assignment sets out the details of the insurance policy referred to above, as well as the obligations of the Tenant. Notwithstanding the Tenant is required to sign the Assignment as a condition of entering into this Agreement, the Tenant nevertheless covenants to comply with the obligations of the Assignment as a condition of this Agreement. For clarity, failure on the part of the Tenant to comply with the obligations of the Assignment shall constitute a breach of contract.
11. **The Tenant agrees that the Landlord may make reasonable deductions from the deposit at the end of the Tenancy for the following purposes:**
12. Except for fair wear and tear, to make good any damage to the Property, the common parts or any of the items listed in the inventory caused by the Tenant’s failure to comply with the Tenant’s obligations under this agreement.
13. To replace any items listed in the inventory which are missing from the Property at the end of the Tenancy;
14. To pay any rent which remains unpaid at the end of the Tenancy;
15. Where the Tenant has failed to comply with the obligation in clause 6(b), to recover any charges or costs paid by the Landlord;
16. Where the Tenant has failed to comply with clause 6(h) of this agreement, to pay the reasonable cleaning costs incurred by the Landlord to remedy that failure;
17. Where the Tenant has made any addition or alteration to the Property or has redecorated the Property without the Landlord’s prior written consent, to cover the reasonable costs incurred by the Landlord in removing or reversing any such addition or alteration or in reinstating the former decorative scheme.
18. **The tenant will:**
19. Pay the Rent at the times and in the manner specified.
20. Pay for all gas and electric light and power which shall be consumed or supplied on or to the Property during the Tenancy including any fixed or standing charge therefore, pay the amount of all charges made for the use of the telephone (if any) at the property during the Tenancy or a proper proportion of the amount of the rental or other standing or recurring charges to be assessed according to the duration of the Tenancy; not to remove the telephone instrument from the premises or to procure transfer of the telephone number to any other address; and pay the licence fee for any television receiver at the Property (whether or not supplied by the Landlord); and to pay and indemnify the Landlord against all charges or costs for the Property Council Tax due in respect of all occupiers of the Property.
21. Use the Property in a Tenant-like manner.
22. Not damage or injure the Property or make any alteration in or addition to the property.
23. Preserve the Fixtures Furniture and Effects from being destroyed or damaged and not remove any of them from the Property and in the event of any damage or destruction to the Property including the Fixtures Furniture and Effects immediately notify the Landlord or the Landlord's Agent verbally as far as possible and (whether by confirmation or not) in writing in any event within 48 hours of such damage or destruction and replace or at the Landlord's option pay for any damaged or destroyed Fixtures Furniture or Effects.
24. Yield up the Property at the end of the Tenancy in the same clean state and condition as it was in at the beginning of the tenancy and make good or pay for the repair of or replace all such items of Fixtures Furniture and Effects as shall be broken lost damaged or destroyed during the Tenancy (reasonable wear and damage by fire excepted). Additionally, the tenant shall be responsible for any reasonable check out costs.
25. Leave the Fixtures, Furniture and Effects at the end of the tenancy in the rooms or places in which they were at the beginning of the Tenancy.
26. Pay for the washing or dry cleaning if applicable of all curtains and blinds and the cleaning of all carpets which have been soiled during the tenancy. To pay for any cleaning services that may be required to reinstate the Property to the same order that it was provided at the commencement of the tenancy including the washing or cleaning of all bedding, carpets, laminate flooring and curtains which shall have been soiled during the tenancy.
27. Permit the Landlord or the Landlord's Agents at reasonable hours upon forty-eight hours previous notice (except in the case of an emergency) to enter the Property to view the state and condition thereof and of the Fixtures Furniture and Effects and to carry out any works of maintenance or repair to the Property or elsewhere from the property which the Landlord may consider to be necessary or desirable.
28. Not assign, underlet, charge or part with possession of the whole or any part of the Property.
29. Not carry on at the Property any profession trade or business or let apartments or receive paying guests on the Property or place or exhibit any notice board or notice on the Property or use the Property for any other purpose than that of a strictly private residence or to use the property for any illegal or immoral purposes.
30. Not do or suffer to be done on the Property anything which may be or become a nuisance or annoyance to the Landlord or the Tenants or occupiers of any adjoining premises or which may vitiate any insurance of the Property against fire or otherwise or increase the ordinary premium for such insurance.
31. Permit the Landlord or Landlord's Agents at reasonable hours upon twenty-four hours previous notice to enter and view the Property with prospective tenants or others.
32. To compensate to the value of £ {{Compensation value}} plus VAT if the Tenant is in arrears of any rent for more than 14 days. This charge will further be incurred and payable every 14 days for the period that any rent is overdue. For the purposes to cover Administration charges for chasing late payments.
33. Keep clean the windows of the Property where reasonably practicable to do so and to replace any broken glass due to damage or wastage caused by the tenant.
34. Keep the drains, gutters and pipes of the Property clear of any leaves, debris and litter where reasonably practicable to do so and the chimney (if any) swept. To take all reasonable precautions to prevent damage by frost and blocking of drains.
35. Not to keep or allow to be kept on the Property any animal or bird.
36. Effect and maintain insurance in respect of their own furniture, personal possessions and effects within the Property.
37. Maintain the gardens at the Property (if any) in a neat and tidy condition and not maim or remove any of the trees or shrubs.
38. Within 7 days after receipt of any notice given or order made by any competent Authority in respect of the Property to give full particulars to the Landlord and to take all reasonable steps to comply with the same and to join with the Landlord in taking such other reasonable action in relation thereto as the Landlord may decide.
39. Not to alter or change or install any locks on any doors or windows in or about the property or have any additional keys made for any locks without the prior written consent of the landlord. To return to the Landlord all keys in the possession of the Tenant at the termination of the Tenancy.
40. Obtain the Landlord’s prior consent if the Tenant wants to change supplier regarding any of the utility services, such consent not to be unreasonably withheld and will supply the Landlord with all the relevant details regarding the new supplier.
41. In event of the Property being vacated by the Tenant before the end of the Term or prior to the agreed termination date in accordance with any agreed break clauses the Tenant agrees to pay a proportional cost of re-letting the property and any loss of rent incurred by the Landlord as a result of the Tenant’s actions.
42. Agree that any work they choose whether it be improvements or changes must be agreed with the Landlord before commencement of such work.
43. Ensure any furniture or items removed from the property must be stored at the Tenants expense in a safe dry area and or reinstated or replaced at the property at the end of the tenancy.
44. Not to fasten screws or otherwise affix anything whatsoever including blue-tack or other adhesives to the exterior or interior of the Property without the Landlord’s written contract.
45. **The Tenant has agreed to pay a renewal administration fee of £** {{Renewal administration fee}} **plus VAT. This is payable upon renewal, should you and your landlord mutually agree to renew the tenancy for a further term.**
46. **Provided that if the rent or any instalment or part thereof (whether legally demanded or not) shall be in arrears for at least fourteen days or if there shall be or become any breach of the obligations assumed thereunder by or imposed by law upon the Tenant or if the Property shall (save by written consent of the Landlord) be left vacant or unoccupied for a period of 28 days or more or if the Tenant shall become bankrupt or assign his estate or execute any Deed of Arrangement for the benefit of his creditors the Landlord may re-enter the Property and immediately thereupon the Tenancy shall determine absolutely without prejudice to any other rights or remedies of the Landlord.**
47. **The Landlord will:**
48. Pay and indemnify the Tenant against all assessments, taxes and outgoings in respect of the Property except such as are the responsibility of the Tenant as provided in sub-clause 5(b) above.
49. That the Tenant paying the rent and performing the agreement on the part of the Tenant as aforesaid may quietly possess and enjoy the Property during the Tenancy without any interruption from the Landlord or any person claiming under or in trust for the Landlord.
50. Return to the Tenant any rent payable for any period in which the property is rendered uninhabitable by fire and other insured risk the amount in case of dispute to be settled by arbitration.
51. To insure and keep insured the Property (but not the Tenant's personal furniture fixtures fittings and effects) against loss or damage by fire and the normal comprehensive risks for premises furniture fixtures fittings and effects of the same kind and public and third-party liability.
52. Maintain and keep the central heating system and plumbing and electrical systems and all household mechanical and Electrical Appliances in the property in full working order and shall be responsible for the cost of maintaining the same in such condition during the term of the Tenancy (except in the case of misuse by the Tenant).
53. The Property is always deemed as a No Smoking Area. (Unless agreed by both parties otherwise)
54. **Notice under Section 48 of the Landlord and Tenant Act 1987**
55. Any Notice under this Agreement or under the Landlord and Tenant Act 1987 Section 48 to the Landlord shall be served on the Landlord personally or by Registered Post at the following address which shall be deemed to be the Landlord’s address for service of documents:

**AS WITNESS THESE PRESENTS THE DAY AND YEAR FIRST BEFORE WRITTEN***Signed and executed as a deed by the following parties:*

**THE LANDLORD(S)**

**Name:** {{Landlord name}}

**---------------------------------------------------**

**Signature**

**In the presence of:**

**Witness Full Name:** {{Witness full name}}

**Address:** {{Witness Addresss}}

**---------------------------------------------------**

**Signature**

**LEGAL DISCLAIMER**

The following Assured Shorthold Tenancy Agreement template is provided for general informational purposes only and is based on UK laws and regulations. It is not intended to be, nor should it be construed as, legal advice specific to any individual or situation. This template is not tailored to any specific jurisdiction, and its use does not create a solicitor-client relationship between the user and any party involved.

The laws and regulations regarding tenancy agreements and landlord-tenant relationships vary by jurisdiction, including within the UK, and it is essential to consult with a qualified legal professional in your area before using this template or entering into any tenancy agreement. It is crucial to consider local laws, regulations, and practices that may impact the legality and enforceability of the provisions in this agreement.

The use of this template does not guarantee compliance with all applicable UK laws and regulations, and users are solely responsible for ensuring that their specific tenancy agreement meets all legal requirements and protects their rights as both landlords and tenants within the UK.

The parties involved in the tenancy agreement should seek independent legal advice to address any unique circumstances or concerns not covered by this template. Parties should carefully review and customize the agreement to suit their specific needs and objectives, taking into account the laws and regulations of the UK.

By using this template, you acknowledge and agree that the information provided herein is not exhaustive, and its use is at your own risk. The creators of this template disclaim any liability for any actions taken or decisions made based on the information contained in this document.

Please note that tenancy laws and regulations in the UK may change over time, and it is advisable to review and update the agreement periodically to ensure ongoing compliance with the applicable legal requirements.

By proceeding to use this Assured Shorthold Tenancy Agreement template, you indicate your understanding and acceptance of this legal disclaimer, specifically tailored for a UK audience.

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**What is a deposit use clause?**

A deposit use clause is a section of the tenancy agreement that explains how the deposit can be used. It outlines the circumstances under which the deposit can be kept, such as rent arrears, damages to the property, or other expenses related to the tenant’s breach of the agreement.

The deposit use clause also explains how the deposit will be refunded to the tenant, including any deductions that could be made with mutual agreement, adjudication or via court order.

When drafting a tenancy agreement, it is crucial to include a deposit use clause to make a claim from the deposit and be aware that many online tenancy agreement templates will not include these as standard.

**Why you need a deposit use clause?**

Even though most deposit deductions are generally agreed upon without intervention from a dispute resolution team, in case of a dispute, an adjudicator will examine the deposit use clause before making any decisions.

If there is no deposit use clause within the tenancy agreement, it is unlikely that an adjudicator will be able to offer the landlord compensation for any potential breaches by the tenant(s).

Typically, an adjudicator will require supporting evidence such as a comprehensive signed inventory, check-in and check-out reports, dated photographic/video evidence, invoices, rent statements; as well as any other documented correspondence between the parties that support the claims being made.

In addition, the deposit use clause provides landlords with a clear framework for handling deposits. By outlining the circumstances under which the deposit can be kept, landlord can ensure that they are following the law and avoiding any potential legal issues at the end of the tenancy.

**What to include in deposit use clause**

You should consider potential breaches by the tenants and ensure the deposit use clause includes these. Examples include cleaning, repairs, missing items, gardening, redecoration, rent and utilities that may be in your name.

**Example deposit use clauses**

To ensure that you are able to make deductions from the deposit at the end of the tenancy, it is essential to incorporate information in the tenancy agreement concerning the use of the deposit, and when the deduction will be made. Although the usage of these clauses is discretionary, you may want to incorporate extra clauses, or specifically negotiated clauses tailored to your property’s unique circumstances.

**The deposit may be retained by the landlord in the following circumstances:**

* Any damage, or compensation for damage, to the premises, its fixtures and fittings or for missing items for which the tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the landlord;
* The reasonable costs incurred in compensating the landlord for, or for rectifying or remedying any major breach by the tenant of the tenant’s obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings;
* Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property for which the tenant is liable;
* Any rent or other money due or payable by the tenant under the tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy.

**A valid claim**

Legally, the deposit remains the property of the tenant unless the landlord can prove a valid claim to it.

Therefore, it’s crucial to carefully examine your tenancy agreement to ensure that all possible claims are covered. The landlord or agent has the burden of proof to demonstrate their entitlement to the deposit funds.

The deposit use clause lays the foundation for a claim, but it is imperative landlords provide supporting evidence of any potential breaches they would like to make a claim for.