

ASSURED SHORTHOLD TENANCY AGREEMENT

(FOR A HOUSE OR FLAT WITH NON-RESIDENTIAL LANDLORD)

THIS FORM OF AGREEMENT IS A BINDING DOCUMENT. BEFORE SIGNING IT YOU SHOULD READ IT CAREFULLY TO ENSURE THAT IT CONTAINS EVERYTHING YOU DO WANT AND NOTHING UNACCEPTABLE TO YOU.

The Landlord

The Tenant

(The term "the Tenant" applies to each named joint tenant. Each individual tenant enjoys the full rights and is fully responsible for the obligations set out in this Agreement)

The Property

’,’,

Together with the fixtures and fittings and also the items set out in the inventory (if any)

The Term

For a fixed period of months from to

The Rent

At a rent of £ per MONTH payable every MONTH by equal payments in advance, first payment due on and every MONTH there after on the 1st day of each MONTH.

Method of Payment

Payment must be received in cleared funds for the 1st day of each month by Direct Debit. Only one Direct Debit will be acceptable per household.

The Deposit

The deposit shall be £

Details of Agent

Keylet Executive
117-120 Bute Street
Cardiff bay
CF10 5AE
T: 029 20 489000
F: 029 20 376923
E: Executive@keylet.co.uk

Initials: _____

Terms and Conditions

1 General

- 1.1 In this agreement where his or he appears read his/her or he/she.
- 1.2 This agreement is for the letting of all types of residential accommodation whether unfurnished or furnished in accordance with the inventory signed between the parties.
- 1.3 This agreement is an Assured Shorthold Tenancy as defined in section 19A of the Housing Act 1988 (as inserted by section 96 the Housing Act 1996). The Landlord may recover possession of the property at the end of the term by obtaining a court order pursuant to the provisions of section 21 of the Act, as amended by section 98 and 99 of the 1996 Housing Act.
- 1.4 This agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985, where applicable to this Tenancy. This makes provision which has not been disclosed to the Tenant which would restrict or lessen the tenant's enjoyment of the property.
- 1.5 The tenant is the person or persons stated, or any person deriving title under the tenant.
- 1.6 Where either party is two or more people, their obligations and liabilities, under this agreement are joint and several.

2 The Property

The property is the property specified above, together with, where applicable, any outside space or garden and the Landlord's fixtures and fittings in the premises or as stated in the inventory.

3 Communal Areas

Where the premises are only part of the building, the tenant will have access (in common with others) to appropriate access ways and hallways of other shared facilities, but only to the extent that the landlord can lawfully grant the same.

4 Rent

- 4.1 The Tenant shall pay the rent by the method and at the times specified above.

5 The Deposit

- 5.1 The deposit specified above shall be paid by the tenant on the signing of this Agreement and is to be held by Keylet as Stakeholder for the duration of the tenancy as security against the Tenants failure to pay the rent or non-performance of his obligations laid down within this Agreement. This includes any breach by the tenant of his obligations as to the cleaning of the premises, the cleaning of any fixtures and fittings therein and the return of all keys.
- 5.2 The deposit is not to be used by the tenant towards the final rent payment. The deposit shall be returned to the tenant (without interest and less, if any, relevant deductions) once the tenancy has been terminated, the property has been vacated and once written proof that all utility bills have been paid. Where there is more than one right to make a deduction, the landlord has the right to appropriate the deposit as he sees fit.

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6 Forfeiture and Interest on Payments in Arrears

- 6.1 Where the rent, any part of it, or any other sum due from the tenant under this Agreement, is in arrears of 14 days or more after it has become due, whether legally demanded or not, or the Tenant has breached any of the terms of this Agreement, or any of the grounds set out as Grounds 2, 8 or Grounds 10-15 (inclusive) (which relate to breach of any obligation by a Tenant) contained in The Housing Act 1988 Schedule 2 apply, then the Landlord shall be entitled to end the Tenancy by serving the appropriate notice and obtaining a court order.
- 6.2 Where the rent or any other sum due by the tenant under this Agreement is in arrears, whether legally demanded or not, the Landlord shall be entitled to charge interest at the rate of 4% above the prevailing base rate of the Bank of England on the outstanding sum from the date when the same became due until the date of payment.

7 Insurance

- 7.1 The Landlord agrees to insure the Property and, if the Landlord so wishes, the Landlords fixtures, fittings and effects, including such electrical appliances as are not the Tenants responsibility, against loss or damage by fire, lightning, storm, flood, impact, riots, malicious damage, damage from burst pipes, theft and third party risks and such other risks as are normally covered by a Householder's Comprehensive Policy, and to supply a copy of the current policy to the Tenant upon request.
- 7.2 The Tenant shall not (nor allow others to) do anything that will adversely affect the Landlord's insurance of the Property.

8 Quiet Possession

The Landlord agrees, subject to the Tenant paying the rent and observing and performing the obligations set out on this Agreement, not to interrupt or interfere with the Tenants right to quiet possession and enjoyment of the property.

9 Communal Areas

The Tenant shall take reasonable care to keep the common entrances, halls, stairways, lifts, passageways and any other common parts including their electrical lighting, in reasonable repair and fit for use by the tenant and other occupiers and visitors to the property.

10 Use of Property

The Tenant shall use the Property for residential purposes only and shall not (nor allow others to) operate a business at the property or use it for any improper, immoral or illegal purposes.

11 Assignment

The Tenant shall not assign, sublet, charge or part with or share possession or occupation to the property or any part thereof without the prior written consent of the landlord (and the Landlord is not entitled to withhold that consent unreasonably).

12 Noise and Nuisance

The Tenant shall not (nor allow others to) cause nuisance or annoyance to the Landlord, other tenants or any neighbours.

13 Damage

The Tenant shall not (nor allow others to) cause any damage or injury to the exterior, structure or any part of the property, but will preserve the premises in a clean condition, reasonable wear and tear and accidental damage by fire or any other risk against which the landlord has effected insurance excepted.

14 Alterations to Property

- 14.1 Without the express written permission of the Landlord, the Tenant will not (nor allow others to):

Initials: _____

- place or attach any pictures, paintings, posters, or the like to the interior of the premises.
- place any signs, notice board or other advertisements or the like on the exterior of the premises.
- remove any of the items specified in the inventory (if any) or any of the Landlord's possessions from the premises.
- change any of the decorations, furnishings, or any of the fixtures or fittings, (where applicable).
- make any alterations to the premises.

15 Locks

The Tenant shall not alter or change or install any locks on any doors or windows in or about the Property or have additional keys made for any locks without prior written consent of the Landlord.

16 Pets

Without the express written permission of the Landlord, the Tenant shall not (nor allow others to) keep or allow pets of any kind on the premises. Any permission which is given may be cancelled by the Landlord.

17 Cleaning and Maintenance

- 17.1 The Tenant shall keep the interior of the premises in good repair and condition, in good decorative order and must keep the property clean and tidy. If the Landlord provides a vacuum cleaner it must be maintained by the tenant . The Tenant should contact Keylet if the vacuum cleaner malfunctions.
- 17.2 The Tenant is responsible for the cleaning, maintaining and keeping free from all blockages and obstructions all baths, sinks, lavatories, cisterns, drains, gutters, pipes, chimneys and the like (where applicable)
- 17.3 The Tenant is responsible for the cleaning of any carpets, curtains, furnishings or other items used in the inventory (if any)
- 17.4 The Tenant should contact Keylet if any of the mechanical and electrical appliances supplied by the Landlord malfunction in any way (if any)
- 17.5 The Tenant is responsible for the cleaning of the insides of all windows and for immediately contacting the Landlord or his agent to arrange the replacement of any broken glass, howsoever caused.
- 17.6 The Tenant should take practical steps to avoid or limit the effects of condensation by adequately heating and ventilating the property. Where condensation occurs tenants should take action to wipe down and clean surfaces affected to prevent mould growth and damage to the property's fixtures and fittings. If condensation persists the Tenant is advised to take advice how to reduce the problem if it is the result of living habits rather than defects to the property.
- 17.7 Following routine inspections the Tenant must ensure the premises are in a clean and tidy condition. Following end of tenancy inspection of the Property, if Keylet are dissatisfied with the level of cleanliness then contract cleaners will be instructed to clean the property at the Tenants cost.

18 Garden

The Tenant is responsible for the maintenance of any garden areas and for keeping such areas neat and tidy and free from weeds, with any grass kept cut, subject to the Landlord providing and maintaining appropriate garden tools for this purpose.

19 Repairing Damage

The Tenant agrees to make good any damage to the property or to the Landlord's fixtures and fittings or to the common parts caused by the Tenant or any visitor of the Tenant to the property, fair wear and tear excepted, and to pay any costs incurred by the Landlord carrying out such works in default.

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20 Reporting Disrepair

The Tenant shall report as soon as possible to the Landlord or his agent any disrepair or defect in respect of the property or the fixtures and fittings and report any failure of mechanical or electrical appliances. The Tenant will be held responsible for any damage caused by late notification and charged.

21 Utilities/Services

21.1 The Tenant is responsible for informing the relevant Authorities of their occupation and vacation of the Property and for the payment of bills generated for the supply and consumption of any electrical, gas and telephone or other services used at or supplied to the property and Council Tax or any similar property tax that might be charged in addition to or replacement of it during the Term.

21.2 In order to ensure that water charges are correctly collected we share information with the relevant local authority and utility/service providers. We also share this information to ensure that bills are directed to the correct person and charges and debts can be collected. By law, in certain areas information about who occupies a property has to be passed to water companies.

21.3 The Tenant shall not do anything that may cause the disconnection of any of these supplies.

22 Rights of Access

The Tenant shall allow the Landlord, his agent or contractors access to the Property at reasonable hours, agreeable by the tenant, to inspect the condition of the property, to carry out repairs or other works to the property, to carry out maintenance of the appliances or to show the premises to prospective tenants. Access to the bedrooms should be provided on inspection. The Landlord shall normally give at least 24 hours notice by letter, email, SMS text message or telephone call. The tenant has the right to refuse access and may rearrange at a more convenient time which is mutually agreeable to both parties. The Tenant shall give immediate access in an emergency.

23 Property Left Unattended

Whenever the Property is left unattended, the Tenant must fasten all locks to all doors and windows and activate, if any, the burglar alarm, to prevent unauthorised access to the premises. The Tenant should notify the Landlord if he intends to leave the premises vacant for a period excess of 14 consecutive days and in such a case, the Tenant shall take all reasonable steps to avoid damage from burst pipes in freezing weather.

24 Gas safety

The Landlord shall ensure that all gas appliances, fuels and installation pipe work in the Property are checked by a British Gas or Gas Safe registered technician on an annual basis and that a record is kept stating the defects found (if any) and the remedial action taken.

25 Electrical Safety

The Landlord confirms that all electrical appliances and equipment supplied by him are safe so as not to cause danger. If the tenant damages the same or discovers any defect they should cease usage immediately and inform the Landlord.

26 Furniture and Furnishings

26.1 The Landlord is responsible for ensuring that all furniture and furnishings supplied by him have passed the relevant fire safety tests.

26.2 The Tenant must ensure fire Doors are kept closed at all times, and should not bring any furniture and furnishings into the property without the Landlord's prior authority

Initials: _____

27 Uninhabitable Rooms

The Landlord is responsible for returning to the Tenant any proportion of rent paid for any period that the property is rendered uninhabitable by the fire or other risk against which the Landlord has affected insurance. Compensation will only be given to tenants where the property is deemed uninhabitable due to landlord's negligence and where no action has been taken to resolve disrepair.

28 Replacement Tenants

The tenant will be unable to end their tenancy prior to the expiry date of the tenancy, unless all the 29(i) – 29(iv) points have been adhered to:

- i. The tenant can show their rental account is fully up to date; and,
- ii. A replacement tenant has been found who can take over the tenancy until the expiry date of the tenancy. The replacement tenant must be authorised to take up the tenancy by all other remaining tenants of the household and by the landlord or his agent; and,
- iii. The leaving Tenant and Replacement Tenant have signed the appropriate documentation provided by Keylet; and,
- iv. If no replacement is found and a tenant leaves, the loss of rent for that period will be deducted from the group bond deposited at the commencement of the tenancy.

29 Moving Out

At the End of the tenancy the Tenant shall give the Landlord vacant possession and shall return all the keys of the property and remove all furniture owned by the Tenant, personal effects and rubbish and leave the Property and the Landlords fixtures and fittings in the same condition and state of repair as at the start of the tenancy, fair wear and tear excepted.

30 Inventory Check and Return of Deposit

At the end of the tenancy the Landlord shall check the inventory room by room. If the Landlord is not satisfied as to the condition of the room or anything in it, the Landlord will propose a deduction of a sum from the deposit. The deposit or the balance of the deposit shall be returned to the Tenant within 21 days of the Tenant vacating the Property subject to the confirmations required under Clause 5, or as soon as possible, with the reasons for the delay provided in writing to the Tenant.

31 Notices

Any notice to be served under this agreement may be delivered by hand or may be sent by registered post, recorded delivery, fax or email. If served on the Tenant a notice should be served at the Property or sent to any fax number or email address provided by the Tenant, and if served on the Landlord or his agent should be served at:

Keylet Executive, 117 - 120 Bute Street, Cardiff Bay, CF10 5AE

Initials: _____

Potential charges applicable during the tenancy period and upon termination of the tenancy:

Unpaid Rent Charges	£15.00 (inc VAT) for each reminder that is issued
Returned Direct Debit Payments/Cheque	£25.00 (inc VAT)
Preparation of Section 8 Notice	£30.00 (inc VAT)
House visit for purpose of collecting rent	£50.00 (inc VAT)
Cancellation of lost cheque	£15.00 (inc VAT)
Out of hours false call out charge if the out of hours aintenance system is abused	£90.00 (inc VAT)
Unnecessary call out charge	£36.00 (inc VAT)
Deposit reminder letter	£36.00 (inc VAT)
Deposit reminder email	£6.00 (inc VAT)
Deposit reminder text	£3.00 (inc VAT)
Failure to produce written proof that all utility bills have been paid to Keylet within the first three months following your exit inspection will result in us contacting you. By doing so the above charges will be deducted from your bond deposit.	
Vermin call out	£121.61 (inc. VAT)
Administration charges for invoices £0-£100	£18.00 (inc VAT)
Administration charges for invoices £100-£200	£24.00 (inc VAT)
Administration charges for invoices	£200.00 + 12% of the invoice (inc. VAT)
Administration charges will be applicable on any invoices raised as a result of tenant negligence.	

Initials: _____

The Landlord hereby agrees to let the Property and the Tenant hereby agrees to take the property for the Rent and Term in accordance with the conditions stated within this Agreement and in accordance with the 'Keylet; Tenants Handbook', a copy of which the tenant has read.

SIGNED by the Landlord:

In the presence of this witness:

Date: ____/____/____

Date: ____/____/____

Name of Witness: _____

Address of Witness:
117 - 120 Bute Street, Cardiff Bay CF10 5AE

Signed by the Tenants:

PRINT NAME

SIGNATURE

In the Presence of this witness:

Date: ____/____/____

Name of Witness: _____

Signature of Witness: _____

Address of Witness: 117-120 Bute Street
Cardiff Bay
CF10 5AE

Initials: _____