

Assured Shorthold Tenancy

This document is intended to create an agreement for letting a dwelling on a fixed term assured shorthold tenancy under Part 1 of the Housing Act 1988 (as amended)

Dated

The Property
(Hereinafter
Called The
Property)

Address:
Description:
Furnished: Yes / No / Partly

The Landlord(s)
(Hereinafter
Called The
Landlord)

Name:
Address:
Contact Details:

This is the Landlord's name, postal address and email address for the service of notices until the Tenant is notified of a different postal or electronic address in England & Wales

The Tenant(s)
(Hereinafter
Called The
Tenant)

Name:
Address:
Contact Details:

Where the Tenant consists of more than one person they will all have joint and several liability under this agreement (this means that they will each be liable for all sums due under this agreement, not just liable for a proportionate part). This is the Tenant's name, postal address and email address for the service of notices until the Landlord is notified of a different postal or electronic address in England & Wales

The Term

**12 Months Beginning on:
(The Fixed Term)**

The tenancy will continue subject to the terms and conditions set out in this agreement, from month to month, after the end of this fixed period unless the Landlord serves on the Tenant a notice under section 21 of the Housing Act 1988, or a new form of Agreement is entered into, or this Agreement is ended by consent or by a court order.

The Rent

£ Per Calendar Month for the Fixed Term

Is to be paid into the following bank account: **Bank Name: Barclays Bank**
Acc Holder: Oxford City Council General Fund
Sort Code: 20-71-29
Acc Number: 30750662

If the tenancy is renewed it may be renewed at an increased rent to be agreed.

Deposit

£

This deposit will be held by Oxford City Council as a Home Choice Bond payable at the end of the tenancy covering evidenced rent arrears and dilapidations.

It is agreed that tenancy deposit can be demanded by the landlord for any loss or damage caused by the breach of any of the tenant's obligations under this Agreement, including rent arrears. The deposit total must not exceed the value of two months rent.

1. The Tenant's Obligations

- 1.1 To pay the rent at the times and in the manner aforesaid.
- 1.2 To pay all the charges in respect of any electric, gas, water (including sewerage), telephonic and televisual services (including TV License) 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.
- 1.3 Where any service mentioned in 1.2 has been disconnected as a result of the Tenant's failure to comply with the Tenant's obligations to pay for the service, any re-connection charge will be payable by the Tenant.
- 1.4 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 inventory (fair wear and tear excepted). This includes (but is not limited to):
 - taking reasonable steps to keep the Property adequately ventilated and heated so as to prevent damage from condensation;
 - taking reasonable steps to prevent frost damage occurring to any pipes or other installations in the Property, provided the pipes and other installations were adequately insulated at the start of the Tenancy; and
 - disposing of all rubbish in an appropriate manner and at the appropriate time.
- 1.5 To yield up the Property and the items on the Inventory (if any) at the end of the Term in the same clean state and condition as it/they was/were in at the beginning of the term (but the Tenant will not be responsible for fair wear and tear caused during normal use of the Property, and the items on the Inventory or for any damage covered by and recoverable under the insurance policy effected by the Landlord under clause 2.2)
- 1.6 Not to make any alteration or addition to the Property without Landlord's prior written consent (Consent not to be withheld or delayed unreasonably) including any redecoration or painting of the property. If decorations are made without landlord consent, the Tenant will be liable for the cost of returning the property to the original decorative state.
- 1.7 The Tenant must notify the Landlord as soon as reasonably possible about any repairs that are needed to the Property or to any items listed on the inventory for which the Landlord is responsible.
- 1.8 Not to do anything on or at the property which:-
 - a. May be or become nuisance or annoyance to any other occupiers of the property or owners or occupiers of adjoining or nearby premises.
 - b. Is illegal or immoral
 - c. May in any way affect the validity of insurance of the Property and the items listed on the Inventory or cause an increase in the premium payable by the Landlord.
- 1.9 Not without the landlord's prior consent (consent not to be withheld or delayed unreasonably) 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.
- 1.12 The Tenant must not leave the Property unoccupied for more than 28 consecutive days without giving notice in writing to the Landlord.
- 1.13 The Tenant agrees that if the Property is to be unoccupied for a period of more than 28 consecutive days, the Landlord may have access during that period for the purposes of keeping the Property insured and taking such steps as may reasonably be necessary to mitigate the risk of damage to the Property during that period.
- 1.14 The Tenant must take reasonable steps to ensure that the Property is secure whenever the Property is unoccupied.
- 1.15 To allow the Landlord or anyone with the Landlord's written 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, or during the last month of the Term, show the Property to prospective new tenants, provided the Landlord has given 24 Hour's written notice (except in emergency).
- 1.16 To pay the landlord's reasonable costs reasonably incurred as a result of any breaches by the Tenant of his obligations under this Agreement.
- 1.17 To provide the Landlord with a forwarding address when the tenancy comes to an end and remove all rubbish and all personal items (including the Tenant's own furniture and equipment) from the Property before leaving.

2 The Landlords 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 the items listed on the inventory and use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible and to provide a copy of the insurance policy to the tenant.
- 2.3 To keep in repair:-
 1. The structure and exterior of the Property (including drains, gutters, external pipes and external windows).
 2. The installations at the Property for the supply of water, gas and electricity and for sanitation. (Including basins, sinks, baths and sanitary conveniences).
 3. The installations at the Property for space heating and heating water.
- 2.4 But the landlord will not be required to:
 1. Carry out works for which the Tenant is responsible by virtue of the Tenant's duty to take reasonable care of the Property.
 2. Rebuild or reinstate the Property in the case of destruction or damage of the Property by a risk not covered the policy of insurance effected by the Landlord
 3. Keep in repair anything that the Tenant is entitled to remove from the property.
- 2.5 The Landlord must insure the Property against fire, flooding and other risks usually covered by a comprehensive insurance policy and must use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible. The Tenant is responsible for arranging insurance of the Tenant's own belongings.
- 2.6 The Landlord must provide the Tenant with a copy of the insurance policy at the request of the Tenant.
- 2.7 Where the Property is uninhabitable because of damage caused to the Property by an insured risk then, unless the damage was caused by the Tenant's negligence or failure to comply with the Tenant's obligations under this agreement, the Tenant shall not be required to pay rent until the Property is fit for occupation and use.

3. Ending this Agreement

- 3.1 If the Tenant stays on after the end of the fixed Term then the tenancy will continue but will run from month to month and become a "periodic tenancy". This periodic tenancy can be ended by the Tenant giving at least one month's written notice to the landlord with the notice to expire at the end of a rental period.
- 3.2 If at any time:-
 - 1) Any part of the rent is outstanding for 21 days after becoming due (Whether formally demanded or not), and/or,
 1. There is any breach, non observance or non-performance by the Tenant of any covenant or other term of this Agreement which has been notified in writing to the Tenant 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, and/or,
 2. 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,

The Landlord may recover possession of the Property and this Agreement shall come to an end. The Landlord retains his rights in respect of the Tenants obligations under this Agreement.

- 3.3 The Landlord gives an undertaking that if rent in advance is paid by Oxford City Council it is to be refunded to Oxford City Council upon termination of the tenancy. By signing this tenancy agreement the Landlord accepts the undertaking subject to there being no rent outstanding upon the termination of the tenancy agreement.

Note that if anyone is living at the Property or if the tenancy is an assured or assured shorthold tenancy then the Landlord must obtain a court order for possession before re-entering the Property. This clause does not affect the Tenants rights under the Protection from Eviction Act 1977.

4. The Deposit

- 4.1 The deposit must be protected in a Government authorised scheme by the landlord and the prescribed information served to the tenant within 30 days of the commencement of the Tenancy.
- 4.2 The landlord will register Oxford City Council as an "interested party" for the purposes of deposit registration and also serve the prescribed information to Oxford City Council within 30 days of the commencement of the tenancy.
- 4.3 The Deposit shall be repayable to Oxford City Council as soon as reasonably practicable at the end of the Tenancy. However, the Landlord shall not be bound to return the deposit until the Landlord has had reasonable opportunity to assess the reasonable cost of repairs required as a result of any breaches of his obligations by the

Tenant or other sums properly due to the Landlord. However, the Landlord shall not, save in exceptional circumstances, retain the Deposit for more than one month after the end of the tenancy.

5 Other Provisions

- 5.1 The Landlord hereby notifies the tenant under Section 48 of the Landlord & Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the Landlord at the address stated with the name of the Landlord as stated in this Tenancy Agreement.
- 5.2 The Landlord shall be entitled to have and retain keys for all the doors to the Property but shall not be entitled to use these keys to enter the Property without the consent of the Tenant (save in an emergency).
- 5.3 Any notices or other documents shall be deemed served on the Property and/or Tenant by being sent to the Tenant at the Property by first-class post or by personal hand delivery. If notices or other documents are served on the Tenant by first class post they shall be deemed served on the day after posting.
- 5.4 If the Tenant accepts communication by email, then any notices or other documents shall be deemed served on the Property and/or Tenant by being sent to the Tenant's email address. If notices or other documents are served on the Tenant by email they shall be deemed served on the day after sending.
- 5.5 Any person other than the Tenant who pays all or part of the rent due under this Agreement to the Landlord shall be deemed to have made such payment as agent for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.
- 5.6 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 28 days of written notice to the Tenant from the Landlord. If the Landlord has been unable to trace the Tenant, adequate notice will have deemed to have been served provided that the Landlord has served notice on every known past address of the Tenant, including family and employers. After this period the Landlord may remove or dispose of the items as he thinks fit.
- 5.7 The Tenant shall be liable for the reasonable disposal costs which may be deducted from the proceeds of sale (if any) of abandoned goods in the property, and the Tenant shall remain liable for any balance thereafter.
- 5.8 Where the context so admits:
- o The 'Landlord' includes the persons from time to time entitled to receive the Rent.
 - o The 'Tenant' includes any persons deriving title under the Tenant
 - o The 'Property' includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property.
- 5.9 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 be liable for all sums due under this Agreement not just liable for a proportionate part) and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation.
- 5.10 All payments of housing benefit must be made direct to the Landlord if so requested by the Landlord.
- 5.11 Renewal of this tenancy agreement may be subject to a rent increase.

6 The Landlord & Tenant Break Clause

- 6.1 The Landlord or Tenant may bring the Tenancy to an end at any time before the expiry of the fixed term (but not within six months of the commencement date) by giving at least 2 months written notice stating that the Landlord or Tenant wishes to cease the Tenancy. A notice under section 21 of the Housing Act 1988 will suffice to implement this clause by the Landlord. The Tenant must, in writing, give the Landlord at least 2 months' notice to implement this clause. On the operation of a break clause the contractual fixed term tenancy becomes a statutory periodic tenancy. The exercise of a break clause by the landlord does not affect the Tenant's right not to be evicted without a court order.

Tenant(s) Signature(s):	
Landlord(s) Signature(s):	
Witness Signature:	
Date:	