

**ASSURED SHORTHOLD TENANCY AGREEMENT**  
**2016 EDITION**  
**House/Self Contained Flat**

Date of Agreement:

**DETAILS OF AGREEMENT:**

Landlord: **Lingard Bell Limited**  
of (Address): **21 The Drive**  
**Adel**  
**Leeds LS16 6BG**  
Tel: **0113 2160178**  
Email: **info@lingardbell.co.uk**

which is the Landlord's address for service of Notices (for the purposes of Section 48 of the Landlord & Tenant Act 1987)

Tenant:

Address of Property let to the Tenant:

The following area(s) is/are excluded from the Property let to the Tenant (ie garage, store room, basement):

Commencement Date: **1<sup>ST</sup> JULY 2018** Termination Date: **30TH JUNE 2019** at 12 noon

Rent at the rate of £ \_\_\_\_\_ per annum Term of Tenancy: **TWELVE** months

Instalments of Rent and Rent Payment Dates:

**LANDLORD WILL PROVIDE RENT PAYMENT OPTIONS IN WRITING**

Method(s) of Rent Payment: **CASH/CHEQUE/SERIES OF POST DATED CHEQUES/BANK TRANSFER/STANDING ORDER**

In addition the Tenant(s) shall pay the Council Tax, Water Charges and the Utility Charges, except as specified below

The Rent is **INCLUSIVE** of the following:

|               |                          |             |                          |                  |                                     |
|---------------|--------------------------|-------------|--------------------------|------------------|-------------------------------------|
| Council Tax   | <input type="checkbox"/> | Electricity | <input type="checkbox"/> | Wifi             | <input checked="" type="checkbox"/> |
| Water Charges | <input type="checkbox"/> | Gas         | <input type="checkbox"/> | Other (specify): | Contents Insurance                  |

**TOTAL NUMBER OF BOXES TICKED \_\_\_\_\_ (indicate number here – if none ticked, state 0)**

**IMPORTANT:** Only tick a box above if the rent is to be inclusive of a relevant item. This is subject to fair use where the rent is inclusive of any utility (See Clause 9(15))

The Deposit of £ **200 PER PERSON** is paid to the Landlord by the Tenant (except for any payments made towards the Deposit by any third party as stated immediately following the signatures to this Agreement on page 9 – if this is left blank there are no third party payments)

The Deposit is held by :

Name: Lingard Bell Limited  
Address: 21 The Drive  
Adel  
Leeds LS16 6BG

The Deposit is protected by mydeposits (insurance based scheme)

**Nominated Lead Tenant relating to the Deposit:**

**FEES:** (Insert "nil" if none is payable)

- Basic Administration Fee: £**NIL**
- Additional Administration Fee where Deposit paid by Third Party: £**NIL** per third party
- Additional Administration Fee if Deposit is not paid within 30 days: £**NIL** per additional registration

Maximum number of occupants permitted: \_\_\_\_\_ person(s)

Name and address of Managing Agent (if any): **NONE**

Name of Nominated Utility Supplier(s): **NONE**

This agreement incorporates Leeds Property Association's Standard Terms (see pages 3-9 or visit [www.lpa.org.uk](http://www.lpa.org.uk))

## STANDARD TERMS

### **INTERPRETATION**

1. In this Agreement the following definitions shall apply:-
  - (1) references to "the Landlord" and "the Tenant" include their respective successors
  - (2) where more than one person is "the Tenant". References to "the Tenant" are also references to any of them. The obligations of those persons shall be joint and individual. In the case of a joint tenancy each Tenant is wholly responsible for all rents due, i.e. if one or more Tenants fail to pay their contribution the other Tenant(s) are obliged to pay the shortfall.
  - (3) references to "the Property" include references to any part or parts of the Property
  - (4) references to "the Fixtures and Fittings" means the Landlord's fixtures and fittings, furniture and effects made available for the Tenant's use. This also includes individual items and replacement items
  - (5) references in this Agreement to "the Term" or "the tenancy" include any extension of it. They also include any statutory periodic tenancy which may arise at the end of the Term
  - (6) "Water charges" also includes sewerage and environmental service charges
  - (7) any obligation not to do any act or thing shall also be treated as an obligation not to allow anyone else to do such an act or thing
  - (8) "the Property" means the premises let to the Tenant.
  - (9) "Shared Accommodation" means accommodation (if any) being living accommodation or kitchen, washing or sanitary facilities which is not included in the letting but which is made available for use by the Tenant together with others including any Shared Accommodation specified in the Details.
  - (10) "Common Areas" means any access to the Property which is not included in the letting but which is made available for use by the Tenant together with others.
  - (11) If the Property forms part of a building then the Tenant's obligations relating to the Property shall also extend to the remainder of the building. Likewise, where there is any Shared Accommodation or Common Areas again those obligations shall also extend to the Shared Accommodation and the Common Areas. This applies even though these are not let to the Tenant. In particular, references to the Property shall where applicable also extend to the parts of the building of which the Property forms part the Shared Accommodation and the Common Areas in Clauses 9(2), (5), (8), (9)(b), (11), (12), (13), (14), (17), (19), (20), (21), (22), (23), (24), (26), (27), (28)(a), (29), (32), (38), (40), (43) (47) and (54).
  - (12) References to the Fixtures and Fittings included any fixtures and fittings provided by the Landlord in the Shared Accommodation (if any) or the Common Areas (if any).
  - (13) "Utility charges" include charges for water, gas, electricity, telephone, Wifi, broadband, cable and satellite t.v. and the television licence
  - (14) "the Details" means the Details of the Agreement. These form part of the Agreement.

### **LETTING OF THE PROPERTY**

2. The Property is let by the Landlord to the Tenant for the Term commencing on the Commencement Date and ending on the Termination Date at the specified time.

### **RENT**

3. The Rent payable shall be calculated at the annual rate specified in the Details. It shall be paid by the Tenant by payments in advance as provided for in the Details. All payments of Rent shall be made by the method specified in the Details.

### **COUNCIL TAX ETC**

4. The Rent is exclusive of any Council Tax, Water Charges or Utility Charges affecting the Property except where stated otherwise in the Details. These will be payable by the Tenant in addition to the Rent, unless indicated otherwise.

### **MAXIMUM NUMBER OF OCCUPANTS**

5. The maximum permitted number of occupants of the Property shall be the number of persons specified in the Details. No more than that number shall reside at the Property.

### **SHARED ACCOMMODATION**

6. The Tenant shall have the right to use the Shared Accommodation (if any) but in common with such other persons as may be designated by the Landlord. The Tenant shall also have the use of the Common Areas (if any) for the purposes of gaining access to and egress from the Property in common with any other person who has a similar right.

### **FIXTURES AND FITTINGS**

7. The tenancy shall include the Fixtures and Fittings together with the use of the same in the Shared Accommodation or the Common Areas (if any).

### **THE DEPOSIT**

- 8.
- (1) On the signing of this Agreement the Tenant shall pay the Deposit to the Landlord. The Deposit must be protected by the Landlord within 30 days of receipt and the prescribed information must also be given, as required by law. The Deposit will be protected in the scheme stated in the Details and held by the person named in the Details. The Landlord is entitled to change the scheme by whom the Deposit is protected to another Government approved Tenancy Deposit Scheme and also alter the person by whom the Deposit is held but in either case the Landlord will notify the Tenant of any such change in writing.
  - (2) The Deposit shall be security for the Landlord for
    - (i) any Rent or other sum which may become payable to the Landlord by the Tenant under this Agreement
    - (ii) reasonable compensation for the Landlord if the Tenant breaks any of the Tenant's agreements under this Agreement
    - (iii) any unpaid accounts for utility charges. The Landlord shall be entitled to discharge such accounts on behalf of the Tenant
    - (iv) any reasonable expenses incurred as a result of the Tenant failing to return any of the keys to the Landlord
    - (v) any overpaid Housing Benefit repayable by the Landlord to the local authority
    - (vi) unpaid fees as itemised in this Agreement
  - (3) The Deposit shall be returned to the Tenant after the Tenant has vacated the Property following the end of the tenancy (and the return of the keys) subject to any deduction which the Landlord is entitled to make from it.
  - (4) The Landlord reserves the right to withhold the Deposit until the Landlord is satisfied that the local authority will not claim the repayment of any Housing Benefit from the Landlord where Housing Benefit has been paid direct to the Landlord.
  - (5) The Deposit shall not be returned until the Landlord has received satisfactory proof that all utility charges have been fully paid by the Tenant. Repayment of the balance of the Deposit may be made where the Tenant is able to satisfy the Landlord acting reasonably that the total amount outstanding for utilities following the end of the tenancy is less than the amount of the Deposit, subject to any other applicable deduction.
  - (6) No interest shall be payable on the Deposit (except where the Deposit is paid into the Government's Custodial Deposit Scheme, in which case it will be paid according to the Schemes' Terms and Conditions).
  - (7) The Tenant shall not be entitled to refuse to pay any Rent because the Landlord is holding the Deposit.
  - (8) Where there is more than one Tenant each of them agrees with the others that any one of them may consent on behalf of all of them to use alternative dispute resolutions under a Government approved tenancy deposit scheme to deal with any dispute about the deposit.
  - (9) The person named as the nominated Lead Tenant is appointed as Agent for each person named as the Tenant and any third party to deal with the Deposit or any dispute in respect of the Deposit. The nominated Lead Tenant may be changed by a majority of the persons who comprise the Tenant so long as any changes are notified in writing to the Landlord. In the case of a joint tenancy if no nominated Lead Tenant is appointed the first named Tenant is appointed to act as such. This clause shall only operate where permitted by the rules of the Tenancy Deposit Scheme which protects the Deposit.

### **TENANTS' AGREEMENTS**

9. The Tenant agrees with the Landlord as follows:
- (1) to pay the Rent as provided in this Agreement
  - (2) to take reasonable care of the Property and the Fixtures and Fittings
  - (3) to keep the interior of the Property in good repair and in good decorative condition (fair wear and tear excepted)
  - (4) to keep the Fixtures and Fittings in good repair and condition (fair wear and tear excepted)
  - (5) to make good or pay for the reasonable cost of making good all damage to the Property caused by the Tenant or any person residing in or visiting the Property (fair wear and tear excepted). This includes any damage caused by stiletto heels or the like.
  - (6) to make good or pay the reasonable cost for the repair or replacement of any of the Fixtures and Fittings which have been broken, lost, stolen, damaged or destroyed during the Term where caused by the Tenant or any person residing in or visiting the Property, including cases where this is due to their negligence (fair wear and tear excepted)
  - (7) to permit the Landlord and others authorised by the Landlord at all reasonable times on not less than 24 hours notice (other than in case of emergency) to enter upon the Property. This is to allow the Landlord to examine the condition and use of the Property or the Fixtures and Fittings. The Landlord may also enter :-
    - (i) to carry out repairs, to decorate or improve the Property or the Fixtures and Fittings
    - (ii) to repair, decorate or improve any adjoining premises
    - (iii) to carry out any obligation placed upon the Landlord by law
    - (iv) to carry out any routine checks
    - (v) to carry out the recommendations or requirements of the local authority or any accreditation scheme of which the Landlord is a member
    - (vi) to carry out any works required by any licence affecting the Property or to comply with the conditions of any such licence.

- (vii) to obtain access for any other part of the building of which the Property comprises part and there is no other convenient means of access
- A photographic/video record may be taken on an inspection.
- (8) not to do anything as a result of which the insurers may refuse to pay a claim under any policy of insurance on the Property or on the Fixtures and Fittings or to cause the rate of premium on any such policy to be increased where the relevant details of the policy have been made available to the Tenant
- (9)(a) not to assign or part with or share the possession of the Property except with the Landlord's prior written consent (such consent not to be unreasonably withheld). The Tenant will be required to pay the Landlords' reasonable administration/other costs relating to any Assignment whether or not the same is completed (unless the Landlord unlawfully refuses consent)
- (b) not to sub-let the Property
- (c) not without the prior written consent of the Landlord (such consent not to be unreasonably refused) to allow any person to reside in the Property other than a person named in the Agreement as the Tenant
- (10) unless otherwise arranged on not less than 24 hours notice to allow the Property to be viewed at all reasonable times by the person who is or is acting on behalf of a prospective purchaser or tenant of the Property authorised by the Landlord or the Landlords' Agents
- (11) not to use the Property for any illegal or immoral purpose
- (12) not to keep or bring upon the Property any articles of a specially combustible or specially inflammable or dangerous nature. This includes candles and chip pans (except electrically operated thermostatically controlled chip pans). This does not prohibit matches or aerosol cans in normal quantities
- (13) not to bring any furniture onto the Property without the Landlord's prior written consent (such consent not to be unreasonably withheld) and in any event not to bring any article on to the Property which does not comply with the safety regulations for furniture and furnishings. Details of these regulations may be obtained from your local Council, Fire and Rescue Authority or Trading Standards Office. Any furniture belonging to the Tenant shall be removed at the end of the term
- (14)(a) not to do anything on or in connection with the Property which shall be a nuisance ,annoyance or cause damage to the Landlord or to any neighbouring or adjoining or adjacent property or the owners or occupiers of such property or to any person who is lawfully in the vicinity of the Property . This clause also applies to visitors/guests at the property
- (b) not to hold any party at the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld) where the application is made in accordance with paragraph 14(a)
- (c) to apply to the Landlord not later than 7 days before the date of any proposed party and to supply to the Landlord details of the proposed arrangements for such party
- (d) to comply with any conditions which the Landlord may impose as regards the arrangements for the party
- (e) to ensure that the party is held by private invitation only and that no party is publically advertised whether by social media or otherwise
- (15)(a) to pay all utility charges for the Property (unless the Rent is specified as being inclusive of the same) or where appropriate a fair proportion of the same if the supply is shared unless if the Landlord is required to pay these charges the Tenant will reimburse the Landlord for them
- (b) if the Rent is inclusive of any utility charges the Tenant agrees that the use will be fair and not excessive and the Landlord reserves the right to charge for any such excessive use where the use exceeds the Landlord's fair use policy as notified to the Tenant in writing.
- (16)(a) the Tenant will:-
- (i) notify the Landlord in writing at the time if any Nominated Utility Supplier is changed and supply the identity and account reference number of the new supplier, together with the name(s) of the account holder(s)
- (ii) if the Tenant fails to do so, the Tenant will pay the Landlord's administration charge of £75 for establishing the identity of any new utility supplier on each occasion where there is a change without the Landlord being notified in writing
- (b) not to install any prepaid/token meter. The Landlord reserves the right to pass on to the Tenant any charges incurred for the reinstatement of the meter to a standard credit meter at the end of the tenancy if one is installed
- (17) not to keep animals or birds or other pets at the Property except with the prior written consent of the Landlord (such consent not to be unreasonably refused) but any such consent may be withdrawn for good reason
- (18) to use the Property for private residential purposes only
- (19) not to fit or change any lock in the Property
- (20) not to keep or use any paraffin heater, liquid petroleum gas heater or portable heater in the Property
- (21) not to remove any of the Fixtures and Fittings from the Property or store the same in the cellar of the Property (if any). Upon vacating the Property the Tenant shall leave the Fixtures and Fittings in the same place in which they were at the Commencement Date
- (22) not to permit any person under the age of 16 to sleep in the Property without the prior written consent of the Landlord (such consent not to be unreasonably refused)

- (23) not to make any alterations in or additions to the Property or cut into or injure any part of the Property without the prior written consent of the Landlord (such consent not to be unreasonably refused) but the Landlord shall be entitled to require any such alterations or additions to be reinstated at the end of the Term, if this is reasonable
- (24) not without the prior written consent of the Landlord (such consent not to be unreasonably refused) to decorate the Property, but only in such colours and using such materials as are first approved in writing by the Landlord acting reasonably. If the Landlord uses standard colours, the Tenant will be required to reinstate the decorated area to the Landlord's preferred colour scheme to a professional standard at the expiry of the tenancy or reimburse to the Landlord the reasonable cost of doing so
- (25) before leaving the Property vacant at any time other than for a short period, to ensure that the stop cock for the water supply is turned off
- (26) not without the Landlord's prior consent to tamper or interfere with or make any alterations or additions to the electrical, gas, plumbing, heating, fire alarm or detection or security systems or any meters or installations in the Property
- (27) to keep the Property, including the windows, in a clean and tidy condition throughout the tenancy. In the case of the Shared Accommodation (if any) to ensure that there is a cleaning rota which is properly adhered to for the cleaning of the Shared Accommodation
- (28)(a) to remove all rubbish from the Property and to place the same within the dustbin, wheelie bin or receptacles provided
- (b) in the case of dustbins or wheelie bins to ensure that all rubbish is placed and kept inside plastic bin liners inside such dustbins or wheelie bins
- (c) to comply with any recycling arrangements relating to refuse disposal
- (d) to comply with all the local authority requirements regarding the storage or disposal of waste including when to put out and take in any bin
- (29) if there are any vermin in the Property or if any repairs are required to the Property or the Fixtures and Fittings (which are the Landlord's responsibility) to notify the Landlord immediately and in writing. In the case of vermin, the Tenant shall take such steps as may be necessary to eradicate them (which do not involve any work to the structure or fabric of the Property)
- (30) in cold weather to protect the Property from frost by providing adequate heating for the Property
- (31) not to dispose of fat, rice or any other similar matter into the drain, sinks or waste serving the Property in order to prevent them from being blocked
- (32) to clear or pay for the reasonable cost of clearing all blockages and stoppages to any drain, sink, bath, shower, w.c. or other waste serving the Property resulting from any misuse or default by the Tenant or anyone residing in or visiting the Property
- (33) to keep the garden (if any) and drain gullies clear of leaves and litter, unless otherwise agreed in writing. The Landlord reserves the right to charge the Tenant the reasonable cost for unblocking gullies and carrying out such maintenance work
- (34) to ensure that the Property is kept properly ventilated
- (35) not to place or leave anything which may obstruct the Shared Accommodation or the Common Areas (if any) in the Property
- (36) to pay the Landlords' reasonable administration charges and all reasonable legal costs or other costs and expenses incurred by the Landlord in connection with the recovery of any arrears of Rent or other monies payable under this Agreement or the enforcement of any breach by the Tenant of the terms of this Agreement. Where no charge is specified, the Landlords' administration charges will be assessed according to the time reasonably spent by the Landlord. This also applies to removal of the Tenant's property once the tenancy has ended. All such charges include the Landlord's own time
- (37)(a) to pay all Water Charges or Council Tax (if applicable) relating to the Property unless the Rent is specified as being inclusive of the same
- (b) If the Landlord is required to pay these charges or any other tax or utility charges which the Tenant is responsible for paying under this Agreement the Tenant will reimburse the Landlord for them in full within 30 days of written demand. This paragraph applies where the Property is part of a dwelling (as defined under the Local Government Finance Act 1992) or part only of premises in respect of which Water Charges are payable. Where this paragraph applies the Council Tax and Water Charges which the Tenant must pay for the Property will be a fair share of the tax or charges payable.
- (c) This paragraph applies where the Property is part of a dwelling and paragraph (e) or (f) shall apply to decide who pays.
- (d) The liability to pay Council Tax applies even where some of the residents of the Property or the chargeable dwelling of which it forms a part are exempt from Council Tax.
- (e) Where the Property alone is the chargeable dwelling the Tenant must pay the full amount of the tax as assessed by the local authority. This must be shared equally between all of the persons named as Tenant including those who would otherwise be exempt from paying (unless they agree otherwise between them).
- (f) If the Property is part only of the chargeable dwelling then (i) if the exemption is not available solely by reason of the status of the Tenant or a resident in the Property (even if the exemption may be applicable to any other person tenant or resident in the chargeable dwelling) then the Tenant must pay the amount assessed by the local authority in respect of the chargeable dwelling or (ii) where the exemption is not available because the status of any one or more of the tenants or residents of the Property and also in one or more of the other units of accommodation comprised within the chargeable dwelling result in the loss of the exemption then the amount of tax payable as assessed by the local authority shall be shared between the Tenant and tenants of such other units on a fair basis as determined by the Landlord. In this case

paragraph (e) shall also apply to determine how the proportion payable by the Tenant is shared between the persons who are comprised in the Tenant.

- (38) if the Property is broken into, not to arrange for the same to be boarded up or repaired without the express prior agreement of the Landlord or the use of the Landlord's approved contractor for this purpose as notified to the Tenant. Otherwise the Landlord may withhold payment for non approved contractors
- (39) to leave the Property in a safe and secure condition when the Property is unattended at any time
- (40) not to do anything which may create a fire or safety hazard at the Property, including not smoking where this is prohibited. This includes not overloading electrical sockets
- (41) to pay the Landlords' administration charges (if any) as specified in the Details
- (42) to pay interest at the rate of 3% per annum above the base minimum lending rate of the Royal Bank of Scotland on any rent or other money lawfully due which is in arrears for more than 7 days after the day on which it became due (such interest to be paid both before and after any Court Judgment)
- (43) to comply with all requirements imposed by law in relation to the Property (except for any which the Landlord is obliged by law to observe) and not to do anything which is a breach of any term of any licence relating to the Property
- (44) the Tenant shall carry out any test (including any visual inspection) required to the fire or carbon monoxide detection and emergency lighting (if applicable) and burglar alarm systems (if any) at the Property
- (45) to replace the batteries in any non hard wired fire detectors or carbon monoxide detectors where necessary
- (46) to keep the Tenants' own belongings and property at the Property comprehensively insured. Such insurance not to be dependent upon the intruder alarm, if any, being operative
- (47) the Tenant must not bring bicycles, motor cycles or prams into the Property without first obtaining the Landlord's written permission, such permission not to be unreasonably withheld. Hallways and fire escape routes must not be impeded
- (48) if the use of blu tack or any similar adhesive substance damages any paintwork/wall covering, the Landlord reserves the right to charge the Tenant the reasonable cost for putting right any damage caused including redecoration
- (49) to allow the Landlord or the Landlord's Agent to display "For Sale" or "To Let" boards on the outside of the Property
- (50) not to change the burglar alarm code without the Landlord's written permission, such permission not to be unreasonably withheld and to notify the Landlord of any changed code in writing
- (51) to vacate the Property no later than the time specified in the Details and leave the Fixtures and Fittings at the determination of the Term in a clean state and in good condition (fair wear and tear excepted) and in accordance with the Tenants' agreements contained in this Agreement
- (52) to pay the Landlords' reasonable charges for preparing any inventory/schedule of condition relating to the Property both at the beginning and end of the tenancy
- (53) to provide the Landlord without delay with satisfactory proof of payment for all utilities in respect of the Property for the Term once the tenancy has ended
- (54) to return the keys of the Property to the Landlord/Agent on the agreed Termination Date and at the agreed time or at the end of the tenancy (whichever is sooner). Keys not returned will be charged at £20 per key
- (55)
  - (a) that evidence of bed bug infestation within the Property shall be reported immediately to the Landlord in writing
  - (b) if the Landlord has had the Property professionally cleaned at the outset of the Term or the infestation is caused by or becomes more extensive as a result of any fault on the part of the Tenant, the Tenant shall be responsible for the reasonable cost of professional infestation treatment together with any reasonable consequential costs
  - (c) in either of the cases referred to in subparagraph (b) the Tenant shall also facilitate eradication by arranging a thorough professional clean of the whole of the Property (at the Tenant's expense) or (at the option of the Landlord) pay for the reasonable costs of the same
- (56) that the Tenant shall be responsible for the supply and fitting of light bulbs/spotlights within the Property. Where it could be unsafe for the Tenant to do so then the Landlord will arrange for the fitting of the same and the Landlords' reasonable costs shall be payable by the Tenant
- (57) not to interfere with the use of the Shared Accommodation or the Common Areas (if any) by any other person authorised to use the same
- (58) to keep the garden in a tidy condition properly maintained and to keep any grass cut on a regular basis.

#### **OTHER AGREEMENTS**

10. It is agreed as follows:-
  - (1) If the tenant is at least 7 days late in paying the Rent or any part of it, whether or not the Rent has been formally demanded, then, subject to any statutory provisions, the Landlord may forfeit (i.e. bring to an end) the tenancy and recover possession of the Property. (Note: This clause does not affect any rights of the Tenant under the Protection from Eviction Act 1977). The Landlord may only exercise this right by Court action whilst anyone is residing at the Property
  - (2) the Landlord may terminate this tenancy on any of the Grounds specified in Schedule 2 of the Housing Act 1988 (which includes non-payment of Rent, breach of the Tenancy Agreement and nuisance/annoyance)
  - (3) this Agreement shall take effect subject to the provisions of Section 11 to 16 of the Landlord and Tenant Act 1985. This sets out the Landlords' repairing obligations in respect of the structure and exterior and certain installations in the Property

- (4) the Landlord may make a reasonable charge to the Tenant (i) for lost keys (ii) if the Landlord has to call at the Property because the Tenant has lost any keys to the Property or is otherwise locked out (iii) to reset any alarm (unless due to the fault of the Landlord or anyone for whom the Landlord is responsible) (iv) if any cheque/standing order/direct debit/credit or debit card for the Rent is dishonoured/fails to be paid for any reason (v) if the Landlord has to write a letter to the Tenant or send an email to the Tenant about rent arrears (vi) because the Landlord receives a complaint about the Tenant regarding nuisance/annoyance. This will be £10.00 for each time a cheque/standing order/direct debit/credit or debit card is dishonoured/fails to be paid and £35.00 for each call out relating to the keys or an alarm during working hours. Out of hours it will be based on time spent. Any reasonable contractor's costs will be paid in addition. Lost keys will be charged at £20 per key. Letter/email communications will be charged at £10.00 each. Where a figure is specified, a higher charge may be made where it is reasonable to do so having regard to the work involved.
- (5) the provisions of Section 196 of the Law of Property Act (which sets out how Notices can be served) shall apply to any Notice authorised or required to be served under this Agreement or under any statutory enactment
- (6) the Landlord shall not be liable for any interruption in or failure to provide any facility or service which the Landlord undertakes to provide which is caused by circumstances beyond the reasonable control of the Landlord
- (7) the Landlord shall not be liable to the Tenant for any loss or damage of any kind resulting directly or indirectly from any burglar alarm being inoperative (wholly or partially) whether due to the same being out of repair, inoperative or not activated
- (8) this Agreement is not intended to confer any rights on third parties under the Contracts (Rights of Third Parties) Act 1999
- (9) the Landlord shall be entitled to retain a set of keys for the Property to be used:-
- (i) in an emergency
  - (ii) if the Property is unoccupied
  - (iii) where arrangements for access have been agreed with the Landlord
  - (iv) to carry out repairs which have been notified to the Landlord by the Tenant or
  - (v) to carry out the Landlords' legal obligations
- (10) If the Property is damaged by fire or any other risk against which the Landlord effects insurance so that it cannot be occupied, the Rent shall be suspended until the Property is reinstated
- (11) Any of the Tenant's furniture or belongings which remain at the Property once the tenancy has ended and the Tenant has vacated shall be treated as abandoned. The Landlord shall be entitled to deal with or dispose of any such items as the Landlord sees fit. The Landlord may make a reasonable charge for the cost of dealing with such items. This may include trade refuse charges
- (12) The obligations owed to the Landlord by any person who is the Tenant shall cease to be of effect when that person enters into permitted Assignment of the tenancy but this does not cancel liability for any breach occurring before the date of the Assignment or affect any Guarantee given by such person to the Landlord
- (13) If during the term the Landlord carries out any works to provide facilities or amenities at the Property (including fire precautions or the provision of a new bathroom, kitchen, toilet or wash hand basin) so as to comply with the conditions of any licence affecting the Property then: –
- (i) the Tenant shall have no claim against the Landlord and the Landlord shall be under no liability to the Tenant
  - (ii) the Tenant shall not be entitled to any reduction or refund in respect of the Rent (except in respect of any expressly agreed with the Landlord prior to the work being carried out)
- These provisions will apply even if all the Property or any part of the Property is temporarily incapable of being used, but subject to the Landlord taking all reasonable and practicable steps within his power to minimize any consequent disruption.
- (14) The tenants own furniture and belongings at the Property shall be at the Tenant's risk. The Landlord shall not be liable to the Tenant for any loss or damage to the Tenant's belongings or of any other kind (including loss or damage resulting directly or indirectly from any burglar alarm being inoperative for any reason) unless due to the Landlord's negligence default or breach of any of the terms of this Agreement
- (15) If the Details provide that Rent must be prepaid, the Landlord will refund any prepaid payment of Rent which relates to a rental period beginning after the tenancy ends (subject to the rights of the Landlord to set off any Rent or other money payable to the Landlord by the Tenant).

### **SPECIAL LETTING TERMS**

11. Any special terms which the Landlord and Tenant have agreed to, such as the Landlord agreeing to carry out any work before or during the tenancy, are listed as an Addendum to the Agreement and are listed on the attached page which should also be signed by the Landlord and Tenant. In so far as any special term is inconsistent with any of the standard terms set out in Clauses 1 to 10 the special term will override the relevant standard term.

**ASSURED SHORTHOLD TENANCY**

12. This Agreement is intended to create an Assured Shorthold Tenancy this means once the tenancy ends possession can be recovered on a no fault basis under Section 21 of the Housing Act 1988.

**SIGNED by the LANDLORD:**

**SIGNED by the TENANT:**

**IMPORTANT : Where a non tenant (i.e. third party) pays the whole or any part of the Deposit on behalf of any person who is named as a Tenant, the following details must be completed:**

**Name of Tenant on whose behalf any payment is made:**

**Name of Person making payment:**

**Amount paid towards Deposit £**

## Address of Property:

### **LEEDS PROPERTY ASSOCIATION - MAIN TERMS OF THE TENANCY AGREEMENT:**

1. The tenancy is a fixed term tenancy. This means you cannot end the tenancy early unless the Landlord expressly agrees this with you. This means you have to pay the Rent etc. for the full duration of the tenancy
2. If there is more than one person who is the Tenant, each person is jointly and individually liable to pay the Rent and comply with the other terms of the tenancy. Each is therefore individually responsible for paying the full Rent and for any damage
3. The Tenants are responsible for payment of Council Tax (unless Student or other Exemption applies), water charges, gas, electricity and for the telephone and any other utility charges. The Landlord can hold back the Deposit until the Tenant provides proof of payment of all those utility charges.
4. The Property must be kept clean and tidy. The cellar/basement must be left clear of rubbish. All rubbish must be put in dustbin liners in the dustbin/wheelie bin provided
5. No portable gas heaters or paraffin heaters may be used at the Property
6. Neighbours must not be annoyed e.g. by noisy parties
7. No pets may be kept at the Property without written permission
8. Any repairs to be done by the Landlord must be reported in writing
9. If any cheque/standing order/direct debit/credit or debit card for the Rent is returned unpaid for any reason a charge will be made. A charge will be made for arrears letters or dealing with complaints
10. No locks may be fitted or changed at the Property
11. If there is a break in you must not arrange temporary boarding up without the Landlord's express permission at the time, or if one has been notified to you by using the Landlord's approved contractor. Otherwise the Landlord will not accept responsibility for the cost
12. You must not bring furniture into the Property without permission
13. All furniture or furnishings brought into the Property by the Tenant must comply with fire safety regulations
14. The Tenant must take care of the Property and the Landlord's furniture etc
15. If the Property is left empty in cold weather adequate heating must be left on.
16. The water stop cock must be turned off if the Property is left vacant at any time other than for short periods
17. The Property must be left secure if unattended. Any burglar alarm must be switched on
18. The Tenant's own property is at his/her risk
19. You must notify the Landlord in writing of any change in utility supplier
20. You must seek the Landlord's permission prior to the installation of any prepaid/token meter
21. When vacating you must leave by 12 noon. Any of the Tenant's own furniture or belongings left behind will be regarded as abandoned so the Landlord can dispose of them.
22. If there is a bed bug infestation you must tell the Landlord immediately in writing. You can be charged for the eradication if the Landlord has had the property professionally cleaned at the start of the tenancy or the infestation is your fault (or is made worse due to your fault, e.g. delaying telling the Landlord)
23. Redecoration needs the Landlord's permission. If the Landlord uses standard colours these must be reinstated at the end of the tenancy
24. You must obtain the Landlord's permission for any parties at the property in advance and comply with any conditions laid down as to how any party is held. In any case parties must not be publically advertised, including by social media.
25. If the rent is inclusive of any utilities you must not make excessive use of these utilities and, if you do, the landlord reserves the right to make an additional charge for excessive use.
26. Council Tax exemption for students only applies if every resident is a student. If not, Council Tax has to be paid and this must be shared between the Tenants, even by those who are exempt.
27. At the end of the fixed term, unless the Tenant vacates before the end of the fixed term, then by law a statutory periodic tenancy comes into effect. This is on the same terms and at the same Rent as the tenancy which has run out.

The period of this periodic tenancy depends on the frequency of the rent payments. This new tenancy will still be an Assured Shorthold Tenancy. When the Tenant wants to end this new tenancy, notice must be given to end this tenancy. The length of the notice depends on the length of the period of the tenancy but will always be a minimum of 4 weeks. It may be longer. This does not mean that the Tenant can end the initial fixed term early. The Landlord may also give notice to end the tenancy.

### **IMPORTANT NOTE:**

**THIS SUMMARY ONLY SETS OUT CERTAIN OF THE TERMS OF THE TENANCY. YOU ARE BOUND BY ALL OF THE TERMS OF THE TENANCY AGREEMENT. YOU SHOULD THEREFORE READ THE WHOLE OF THE AGREEMENT CAREFULLY BEFORE YOU SIGN IT.**

**WARNING:** IF THE PROPERTY IS A LICENSED HMO THE LANDLORD MAY BE REQUIRED TO CARRY OUT WORK TO COMPLY WITH THE LICENCE CONDITIONS. THIS CAN INCLUDE PROVIDING FIRE PRECAUTIONS OR AMENITIES E.G. TOILETS, WASH HAND BASINS OR KITCHEN FACILITIES. WHILST EVERY EFFORT WILL BE TAKEN TO MINIMISE DISRUPTION, THE LANDLORD WILL NOT ACCEPT ANY CLAIMS OR LIABILITY FOR THE WORK AND IN PARTICULAR (UNLESS EXPRESSLY AGREED IN WRITING) NO REFUND OF RENT IS DUE BECAUSE THE PROPERTY CANNOT BE OCCUPIED IN WHOLE OR IN PART WHILST THE WORK IS CARRIED OUT.

**CONSENT TO DISCLOSURE OF INFORMATION/SHARING RIGHT TO RENT INFORMATION:**

- (1) I/We consent to the disclosure of information to the Landlord concerning myself/any of us by any utility supplier, local authority or educational establishment which may be relevant to the tenancy, my/our conduct of it, or the Property
- (2) I/We consent to the disclosure of information concerning myself/any of us by the Landlord to any tenant reference agency, credit rating agency, debt collection agency, utility service provider, local authority or educational institution
- (3) I/We give permission for the Landlord/Agent to share any information I/we provide, where necessary, while performing the statutory right to rent checks and also give permission for the Landlord/Agent to retain copies of any relevant documents, including in electronic form, for as long as is recommended by the Home Office.
- (4) I/We also consent to the disclosure of information concerning myself/any of us by the Landlord to any person who is a Guarantor or prospective Guarantor of any tenant, former tenant or prospective tenant under the tenancy or to a former or prospective landlord/agent.

Information which may be given by the Landlord to third parties relates to my/our conduct as tenant, rent payment history, proof of right to rent documentation and details relevant to carrying out my/our obligations under the tenancy or in relation to the Property.

**TENANT SIGNATURE(S):**

**IMPORTANT:**

**Your attention is drawn to the attached Privacy Notice – Your Information**

## **PRIVACY NOTICE – YOUR INFORMATION**

### **Privacy**

We know that you may be concerned about how your personal or financial information is dealt with by us. This privacy statement sets out how we deal with this information and how and when it may be shared with others. We may change this statement at any time in the future.

### **Personal/Financial Information**

We maintain records of personal/financial information concerning you. This includes the details which we obtain from you at the outset of the tenancy and records concerning rent payments, proof of your right to reside in the United Kingdom (right to rent), your conduct in relation to the tenancy, repairs, utilities and the other information which you would expect relating to the tenancy and/or the property you occupy. We collect this information to enable us to manage the tenancy/the property and also to ensure that we are able to carry out our responsibilities. This information will be retained once the tenancy has ended for so long as it is considered necessary. Proof of right to rent documentation will be kept for as long as is recommended by the Home Office. Any staff employed by us or our professional advisers may have access to this information.

### **Third Parties**

When you sign the original application for a tenancy and/or your tenancy agreement we ask you to consent to the disclosure of information to certain third parties. Where you are a joint tenant, obviously information relevant to the tenancy may be shared with any of the other tenants since, where you are joint tenants, you are each jointly and individually liable for paying the rent and complying with the terms of the tenancy.

We may share information with tenant reference agencies or credit agencies or debt collection agencies. We may also share information with past or prospective landlords/letting or managing agencies. This is to enable us to report on the way in which you have conducted the tenancy with us. This includes reporting concerns to other landlords/agents (including prospective landlords/agencies), with reference to the tenancy or the property. This may include details of unpaid rent or utility bills or other breaches of tenancy terms. This will enable them to make enquiries as to your future desirability as a tenant or for information to be given by us to them which is relevant to the management of the tenancy.

Information (including details of any unpaid rent or breaches of tenancy terms) may be given to any guarantor or prospective guarantor under the tenancy.

Information may also be given to the Home Office, utility service providers, the local authority or any educational establishment. Information which may be given to them will be information which may be relevant to your right to reside in the United Kingdom or concerning the tenancy/the property including information about unpaid bills or the way in which the tenancy has been conducted by you.

On occasion it may also be necessary for us to share information with parents or other close relatives of a tenant where we consider this to be appropriate and necessary either in your interests or to assist us in ensuring that you carry out your responsibilities under the tenancy or to enable us to carry out our own responsibilities.

**LEEDS PROPERTY ASSOCIATION**

**ASSURED SHORTHOLD TENANCY AGREEMENT 2016 EDITION**

**SPECIAL TERMS**

**PROPERTY ADDRESS:**

**AGREEMENT DATED:**

**SPECIAL TERMS:**

1. Not to hold any party at the Property without the prior written consent of the Landlord - such consent not to be unreasonably withheld - where the application is made in accordance with Clause 9(14) of the above Tenancy Agreement.
2. To apply to the Landlord **in writing** not later than 7 days before the date of any proposed party and to supply the Landlord with details of the proposed arrangements for such party.
3. To comply with any conditions which the Landlord may impose as regards the arrangements for the party.
4. To ensure that the party is held by private invitation only and that no party is publically advertised whether by social media or otherwise.
5. To permit the Landlord immediate access if they have been made aware by the Police/Leeds City Council/any other party that damage is being caused to the premises.
6. The Landlord will require access to the Property within 48 hours of the party having taken place to check for any damage.
7. Any costs associated with putting right any damage caused will be reimbursed by the tenants (or their parents if tenants are unable to pay) once invoices are received.

**Signatures:**

**LANDLORD:**

**TENANTS:**