

ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a furnished dwelling on a fixed term Assured Shorthold Tenancy under Part 1 of the Housing Act 1988.

This document sets out the rights and responsibilities of tenants and landlords under the agreement and is legally binding once signed. If there is anything you do not understand, you should seek independent advice before signing.

1. THE PARTIES

1.1. This is a fixed term assured shorthold tenancy agreement between:

("the Landlord")

Nadeem Sheikh
Target Properties (Yorkshire) Limited

and:

("the Tenant")

Tenant 1
Tenant 2
Tenant 3
Tenant 4
Tenant 5
Tenant 6
Tenant 7

1.2. Where several tenants agree to take the property together, the obligations and liabilities of the parties under this agreement are joint and several.

1.3. It is a condition of this agreement that all tenants are in possession of a right to rent at all times, as set out by section 22 of the Immigration Act 2014.

1.4. Unless otherwise agreed with the landlord, all tenants are required to provide a UK rental guarantor. Each guarantor must sign and return a guarantee and provide a copy of their photo identification and proof of address. If the guarantee ends because the guarantor dies or becomes bankrupt, the tenant must tell the landlord as soon as reasonably possible and the tenant will be required to find a new guarantor within 28 days who will need to sign and return a new guarantee.

2. OTHER OCCUPIERS

2.1. The tenant must ensure that no more than **7** person(s) live at the property.

2.2. The tenant must not allow any other persons to live at the property without the written consent of the landlord.

2.3. Any obligation on the tenant under this agreement to do or not to do anything shall also require the tenant not to permit or allow any member of the tenants household or visitors to do or not to do the same thing.

3. THE PROPERTY

3.1. The dwelling situated at and being ("the Property"): **Property, Leeds, Postcode** and also (in common with others) the right to use the common parts (for example stairwell) designated by the landlord for use in connection with the property, together with the fixtures, furniture and effects therein.

3.2. The property is furnished.

3.3. Where there is an uninhabitable basement, it is excluded from this agreement but the tenant shall have access for the use of any gas, electric and water meters or stop taps.

4. THE TERM

4.1. The tenancy created by this agreement is for a term of — **Months**. Starting on **00.00.0000** at 3pm and ending on **00.00.0000** at 12pm (noon).

5. THE RENT

- 5.1. The rent for the term of this agreement is: **£** payable quarterly.
- 5.2. The following charges are included in the rent: **gas, electric, water and television licence.**
- 5.3. The first payment is to be made on **00.00.0000** and further payments are to be made every 3 months.
- 5.4. The rent must be paid by standing order.
- 5.5. The landlord may increase the rent on the expiry of the fixed term. The landlord must notify the tenant in writing the new rent payable in advance and not less than one months notice.
- 5.6. Interest of 3% above the Bank of England's base rate will be payable on any rent which is more than 14 days overdue. The interest will be payable from the date on which the rent fell due until the date it is paid.

6. THE DEPOSIT

- 6.1. The tenant will pay a deposit of **£0000.00** which will be protected by one of the following government approved tenancy deposit schemes: **My Deposits.**
- 6.2. At the end of tenancy, the lead tenant deal with the deposit on behalf of all tenants and on behalf of anyone who will pay towards the deposit who is not a tenant.
- 6.3. At the end of tenancy, the deposit (minus any agreed deductions) will be refunded to the lead tenant who will distribute the deposit between all tenants.
- 6.4. The tenant cannot use the deposit to pay rent under this agreement.
- 6.5. The tenant agrees the landlord can make reasonable deductions from the deposit at the end of the tenancy for the following purposes:
- a. To cover any rent or other money the tenant owes which remains unpaid at the end of the tenancy;
 - b. Where the tenant has failed to return all keys, or failed to return them on time at the end of the tenancy, to pay the costs incurred by the landlord to remedy that failure;
 - c. Where the tenant has caused damage or made any addition or alteration to the property (including fixtures, fittings and effects) without the landlord's prior consent, to cover the reasonable costs incurred by the landlord in reversing any such damage, addition, or alteration;
 - d. Where the tenant has failed to return the property (including fixtures, fittings and effects) to the landlord in the same condition and state of cleanliness as it were at the start of the tenancy, to pay the reasonable cleaning costs incurred by the landlord to remedy that failure;
 - e. Where the tenant has failed to remove all possessions and all rubbish from the property at the end of tenancy, to cover the reasonable removal and disposal costs incurred by the landlord;
 - f. Where the tenant has failed to pay any reconnection charge, to recover any reconnection charge incurred by the landlord.
- 6.6. In the event charges exceed the total deposit amount paid, the landlord will notify the tenant and the tenant will pay the landlord the difference within 14 days.
- 6.7. If the amount to be deducted from the deposit cannot be agreed between the landlord and tenant, the dispute will be resolved by My Deposits' Dispute Resolution Service or by the Courts.

7. TENANTS OBLIGATIONS

PAYMENTS

- 7.1. The tenant must pay the rent in advance, on, or before the dates agreed in this agreement.
- 7.2. Except where included in the rent, the tenant must pay to the relevant local authority all council tax due in respect of the property during the tenancy.
- 7.3. Except where included in the rent, the tenant must pay to the relevant suppliers all charges in respect of any electricity, gas or water services used at or supplied to the property during the tenancy and pay all charges to the provider for the use of any telephone, satellite, cable or broadband services at the property during the tenancy.
- 7.4. Except where included in the rent, the tenant must pay any television licence fee payable in respect of the property during the tenancy.
- 7.5. Where any service mentioned in clause 7.3 has been disconnected as a result of the tenant's failure to comply with the obligation to pay for the service, any reconnection charge will be payable by the tenant.
- 7.6. The tenant is responsible for insuring their personal belongings.
- 7.7. Where the tenant is unable to gain access to the property, the tenant will be required to pay the reasonable cost necessary for gaining entry to the property, plus the reasonable cost of replacement keys where required.
- 7.8. The landlord will be entitled to recover any legal costs which may incur in connection with:
- a. Recovering possession of the property;
 - b. Recovering unpaid rent or other money due under this agreement;
 - c. Steps taken if the tenant fails to keep to the terms of this agreement.

The full amount of such will be payable.

USE OF PROPERTY, PETS AND PROHIBITED CONTENT

7.9. The Tenant will not be entitled to take possession of the property or collect keys for the property unless and until:

- a. The full deposit has been paid to the landlord;
- b. All relevant paperwork has been satisfactorily completed and returned to the landlord;
- c. The first instalment of rent has been paid for the whole property.

7.10. The tenant must not use the property for the purposes of a business, trade, or profession except with the prior consent of the landlord.

7.11. The tenant must not smoke inside the property at any time. The tenant must not light candles inside the property at any time.

7.12. The tenant must not bring any furniture or furnishings into the property that do not comply with the tests set out in the Furniture and Furnishings Fire Safety Regulations 1988 and any amendments to these regulations.

7.13. The tenant must not use the property for any illegal, immoral, disorderly or anti-social purposes.

7.14. The tenant must not do anything to or on the property including the common parts which may reasonably be considered a nuisance or annoyance to the occupiers of neighbouring properties. This includes playing music that can be heard outside the property between 11pm and 7am.

7.15. The tenant must not bring any pets or other animals into the property without the landlords prior consent.

7.16. The tenant must not bring bicycles, motorcycles or prams into the property without the landlords prior consent.

7.17. The tenant must not hang pictures or posters on the walls without the landlords prior consent

7.18. The tenant must not dry washing inside the bedrooms.

7.19. The tenant must not remove any furniture from inside the property. This includes moving furniture into the garden.

7.20. The tenant must not make any addition or alteration to the property or redecorate the property without the landlords prior consent.

7.21. The tenant must not fit, change or alter any locks within the property without the landlords prior consent.

7.22. The tenant must not tamper with any fire doors, fire alarms or fire detection equipment at the property.

7.23. Where there is a burglar alarm installed, the tenant must not change the alarm code without the landlords prior consent.

CARE AND MAINTENANCE

7.24. The tenant must take reasonable care of the property. This includes but is not limited to:

- a. Taking steps to keep the property adequately ventilated and heated to prevent damage from condensation and damp;
- b. Using a dehumidifier (where provided);
- c. Taking steps to prevent frost damage occurring to any pipes or other installations in the property by ensuring enough heating is used particularly when the property is left empty;
- d. Keeping the property in a clean and tidy manner;
- e. Disposing of all rubbish in an appropriate manner and at the appropriate time.

7.25. The tenant has a duty to behave in a tenant-like manner and to carry out minor tasks necessary to keep the property in a reasonable state. Such tasks include but is not limited to:

- a. Changing lightbulbs;
- b. Unblocking drains (where caused by tenants waste);
- c. Defrosting fridge freezers.

7.26. The tenant must notify the landlord as soon as reasonably possible about any repairs that are needed to the property including fixtures, fittings and effects.

7.27. The tenant shall promptly replace and pay for any broken glass in windows at the property where damage is caused by the tenant.

7.28. The tenant will be liable for the reasonable cost of cleaning or repairs where the need for them is due to tenants neglect or attributable to the tenants failure to comply with the obligations set out in this agreement.

SECURITY

7.29. The tenant must take reasonable steps to ensure that the property is secure at all times.

7.30. The tenant must not leave the property unoccupied for more than 14 consecutive days without giving prior notice to the landlord.

ACCESS

7.31. The tenant must give the landlord (or any person acting on behalf of the landlord) access to the property for the following purposes:

- a. Immediately in the event of an emergency.

Where at least 24 hours' notice has been given to the tenant:

- a. To inspect the condition and state of repair;
- b. To carry out the landlords repairing obligations and other obligations under this agreement;
- c. To carry out inspections required by law;
- d. To show prospective tenants around the property for the purposes of letting;
- e. To show prospective buyers around the property for the purposes of selling;

7.32. The Tenant agrees that if the property is to be unoccupied for a period of more than 14 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.

ASSIGNMENT AND SUBLETTING

- 7.33. The tenant must not sublet the property in whole or in part without the landlords prior consent.
- 7.34. The tenant must not assign the tenancy in whole or in part without the landlords prior consent.
- 7.35. Where the tenant wants to leave the tenancy before the end date of the agreement:
- a. The tenant will be responsible for finding a replacement to take over the remainder of the agreement.
 - b. The tenant will remain liable for the rent and other obligations set out in this agreement until the replacement has signed an agreement with the landlord.
 - c. The remaining tenants on the agreement must agree to the replacement. The Landlord will have final say on whether the replacement is suitable, and reserves the right to accept or deny the replacement application as they see fit.

MOVING OUT AT THE END OF TENANCY

- 7.36. Except for fair wear and tear, the tenant must return the property including any fixtures, fittings and effects in the same condition and state of cleanliness as it were at the start of the tenancy.
- 7.37. The tenant must return any furniture to where it was found at the start of the tenancy.
- 7.38. The tenant must remove all tenant belongings and rubbish from the property (including the garden) at the end of tenancy.
- 7.39. The tenant must give vacant possession and return all keys to the landlord at the end of tenancy.
- 7.40. The tenant must provide proof that all utility bills have been paid on the property for the term of the agreement.

8. LANDLORD OBLIGATIONS

QUIET ENJOYMENT

- 8.1. Where the tenant is paying rent and performing the obligations set out in this agreement the landlord must not interrupt or interfere with the tenant's right to quiet enjoyment of the property.

REPAIR AND MAINTENANCE

- 8.2. In accordance with Section 11 of the Landlord and Tenant Act 1985 (repairing obligations in short leases) the landlord shall:
- a. Keep in repair the structure and exterior of the property including drains, pipes, gutters and external windows;
 - b. Keep in repair and proper working order the installations for the supply of gas, electric and water.
- 8.3. In accordance with Section 11 of the Landlord and Tenant Act 1985, the landlord is not required:
- a. To repair anything which the tenant is liable to repair by virtue of the tenant's duty to take reasonable care of the property;
 - b. To rebuild or reinstate the property in the case of destruction or damage by fire, storm or flood;
 - c. To keep in repair or maintain anything which the tenant is entitled to remove from the property.
- 8.4. The landlord must keep in repair and proper working order any furniture, fixtures, fittings and appliances which are supplied by the landlord, except where the damage or need for repair is a result of the tenant's failure to comply with the obligations set out in this agreement.

INSURANCE

- 8.5. The landlord will insure the property and must use all reasonable efforts to arrange for any damage to the property caused by an insured risk to be remedied as soon as possible.
- 8.6. The landlord is not responsible for insuring tenants personal belongings.
- 8.7. Where the property is uninhabitable due to an insured risk, the tenant will not be required to pay rent until the property is fit for occupation and use, except where the damage is caused by the tenant's negligence or failure to comply with the obligations set out in this agreement.

SELLING THE PROPERTY

- 8.8. Where the landlord intends to sell the property, the landlord may end this tenancy before the tenancy end date by the following steps:
- a. The landlord gives written notice to the tenant stating his intention to market the property for sale, but no such notice may be given to the tenant within the first two months of the tenancy.
 - b. Not more than 4 months after service of notice, the landlord gives a break notice to the tenant which:
 - Specifies the date on which the tenancy will end, which must be at least two months from the date of service of the break notice and at least 4 months after the date on which written notice was given; and
 - Is accompanied by evidence showing that the property is genuinely on the market for sale.
- 8.9. Where the landlord has followed the above steps, the tenancy will end on the date specified in the break notice.
- 8.10. The ending of the tenancy under this clause does not release the landlord or tenant from any outstanding obligations or claims. Any rent which has been paid by the tenant in respect of any period after the tenancy has ended, provided the tenant has vacated the property by the end of the tenancy, must be repaid to the tenant within 14 days of the date on which the tenancy ended.

MORTGAGE

- 8.11. Where the property is subject to a mortgage and the landlord is in breach of the mortgage conditions, the mortgage provider may become entitled to receive the rent from the tenant either through the appointment of a receiver of rents or by repossession of the property from the landlord.

FORFEITURE AND RE-ENTRY

8.12. Where any of the grounds contained in Schedule 2 of the Housing Act 1988 apply, the landlord may seek to repossess the property during the fixed term by giving the tenant notice of their intention to apply to court for possession and subsequently, applying to the court for a possession order.

8.13. If the tenancy ceases to be an Assured Shorthold Tenancy, the landlord reserves the right to end the tenancy if:

- a. The rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;
- b. The tenant is declared bankrupt; or
- c. The tenant breaches any term of this agreement.

8.14. The ending of the tenancy under this clause does not release the landlord or tenant from any outstanding obligations or claims. Any rent which has been paid by the tenant in respect of any period after the tenancy has ended, provided the tenant has vacated the property by the end of the tenancy, must be repaid to the tenant within 14 days of the date on which the tenancy ended.

SERVICE OF WRITTEN NOTICES

8.15. Any notices being served on the landlord that are required to be in writing will be served by being hand delivered or posted to: Target Properties (Yorkshire) Limited, 13A Headingley Lane, Leeds, LS6 1BL.

8.16. Any notices being served on the tenant that are required to be in writing will be served by being hand delivered or posted to the property address which this agreement relates to.

9. ADDITIONAL TERMS

This space should be used to record additional terms expressly agreed between the landlord and tenant, e.g refurbishments.

10. SIGNED BY THE FOLLOWING PARTIES:

("the Landlord"):

Signature*:

Date:

Nadeem Sheikh

Target Properties (Yorkshire) Limited

* The Landlord's agent is authorised to sign this agreement on their behalf.

("the Tenant")

Signature:

Date:

Tenant 1

Tenant 2

Tenant 3

Tenant 4

Tenant 5

Tenant 6

Tenant 7
