

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. You are **strongly advised to read it carefully** before agreeing to it. 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

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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 Tenancy that anyone occupying the Property is 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 who must sign and return a Deed of Guarantee, along with a copy of their photo identification and proof of address.

2. OTHER OCCUPIERS

2.1. The Tenant must ensure that no more than 7 persons live at the Property.

2.2. The Tenant must not allow any other adults 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 Tenant's 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"):

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. Where there is an uninhabitable basement, it is excluded from this Tenancy 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 **00 Months**, from: **00.00.0000** 12:00 (noon) to: **00.00.0000** 12:00 (noon).

5. THE RENT

- 5.1. The rent is: **£000.00 per quarter**
- 5.2. The following are included in the rent:
- 5.3. The payment of rent is due **quarterly**, in advance. 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**. A lead tenant will be nominated to deal with the deposit.
- 6.2. The Tenant cannot use the deposit to pay rent under this agreement.
- 6.3. The Tenant agrees the Landlord can make reasonable deductions from the deposit at the end of the Tenancy for the following purposes:
 - 6.3.1. To cover any rent or other money you owe which remains unpaid at the end of the Tenancy;
 - 6.3.2. 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;
 - 6.3.3. 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;
 - 6.3.4. 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;
 - 6.3.5. Where the Tenant has failed to remove all possessions belonging to the Tenant, any member of the Tenant's household or visitors and all rubbish from the Property at the end of Tenancy, to cover the reasonable removal and disposal costs incurred by the Landlord;
 - 6.3.6. Where the Tenant has failed to pay any reconnection charge, to recover any reconnection charge incurred by the Landlord.
- 6.4. 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 10 days.
- 6.5. 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 the Landlord may incur in recovering any payment due under this agreement. The full amount of such will be payable.

USE OF PROPERTY

- 7.9. The Tenant will not be entitled to take possession of the Property or collect keys for the Property unless and until:
- 7.9.1. The full deposit has been paid to the Landlord;
- 7.9.2. All relevant paperwork has been satisfactorily completed and returned to the Landlord;
- 7.9.3. 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 written consent of the Landlord.
- 7.11. The Tenant must not smoke 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.
- 7.15. The Tenant must not keep any pets or other animals at the Property without the prior consent of the Landlord.

CARE AND MAINTENANCE

- 7.16. The Tenant must take reasonable care of the Property including fixtures, fittings and effects. This includes but is not limited to:
- 7.16.1. Taking reasonable steps to keep the Property adequately ventilated and heated to prevent damage from condensation and damp including but not limited to the use of dehumidifier where applicable;
- 7.16.2. Taking reasonable steps to prevent frost damage occurring to any pipes or other installations in the Property;
- 7.16.3. Keeping the Property in a clean and tidy manner;
- 7.16.4. Disposing of all rubbish in an appropriate manner and at the appropriate time.
- 7.17. The Tenant must not make any addition or alteration to the Property or redecorate the Property without the Landlord's prior consent.
- 7.18. The Tenant must not fit, change or alter any locks within the Property without the prior consent of the Landlord.
- 7.19. The Tenant must not tamper with any fire doors, fire alarms or fire detection equipment at the Property.
- 7.20. Where there is a burglar alarm installed, the Tenant must not change the alarm code without the prior consent of the Landlord.
- 7.21. 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.
- 7.22. The Tenant shall promptly replace and pay for any broken glass in windows at the Property where the Tenant, any member of the Tenant's household or any of the Tenant's visitors cause the breakage.
- 7.23. The Tenant will be liable for the reasonable cost of cleaning or repairs where the need for them is attributable to the Tenant's failure to comply with the obligations set out in this agreement or where the need for repair is attributable to the fault or negligence of the Tenant, any member of the Tenant's household or any of the Tenant's visitors.

SECURITY

- 7.24. The Tenant must not leave the property unoccupied for more than 14 consecutive days without giving notice in writing to the Landlord.
- 7.25. The Tenant must take reasonable steps to ensure that the Property is secure at all times.

ACCESS

7.26. The Tenant must give the Landlord (or any person acting on behalf of the Landlord) access to the property for the following purposes:

7.26.1 Immediately in the event of an emergency;

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

7.26.2 To inspect the condition and state of repair;

7.26.3 To carry out the Landlords repairing obligations and other obligations under this agreement;

7.26.5 To carry out inspections required by law;

7.26.6 To show prospective Tenants around the property for the purposes of letting;

7.26.7 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

7.27. The Tenant must not sublet the Property in whole or in part without the consent of the Landlord in writing.

7.28. The Tenant must not assign the Tenancy in whole or in part without the consent of the Landlord in writing.

7.29. Where the Tenant needs to leave the Tenancy before the end date of the agreement, it is agreed that the Tenant will be responsible for finding a replacement to take over the remainder of the agreement. 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. 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

7.30. 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.

7.31. The Tenant must return any furniture to where it was found at the start of the Tenancy.

7.32. The Tenant must remove all possessions belonging to the Tenant, any member of the Tenant's household or visitor and all rubbish from the Property at the end of Tenancy. If any such possessions are left at the property after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal costs.

7.33. The Tenant must give vacant possession and return all keys to the Landlord at the end of the Tenancy.

7.34. 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 agreements 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 the Landlord shall:

8.2.1. Keep in repair the structure and exterior of the Property including drains, pipes, gutters and external windows;

8.2.2. 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:

8.3.1. To repair anything which the Tenant is liable to repair by virtue of the Tenant's duty to take reasonable care of the Property;

8.3.2. To rebuild or reinstate the Property in the case of destruction or damage by fire, storm or flood;

8.3.3. 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 provided 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 must 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. The Landlord is not responsible for insuring the Tenant's own belongings.

8.6. Where the Property is uninhabitable because of damage caused to the Property by an insured risk then, the Tenant shall not be required to pay rent until the Property is fit for occupation and use. Except where the damage was caused by the Tenant's negligence or failure to comply with the Tenant's obligations under this agreement.

FORFEITURE AND RE-ENTRY

8.7. 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.

8.8. If the Tenancy ceases to be an Assured Shorthold Tenancy, the Landlord reserves the right to end the Tenancy if:

8.8.1. The rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;

8.8.2. The Tenant is declared bankrupt; or

8.8.3. The Tenant breaches any term of this Tenancy.

8.9. 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.

SELLING THE PROPERTY

8.10. Where the Landlord intends to sell the Property, the Landlord may end this Tenancy before the Tenancy end date by the following steps:

8.10.1. 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.

8.10.2. Not more than 4 months after service of notice, the Landlord gives a break notice to the Tenant which:

a. 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

b. Is accompanied by evidence showing that the Property is genuinely on the market for sale.

8.11. Where the Landlord has followed the above steps, the Tenancy will end on the date specified in the break notice.

8.12. 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

8.13. 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 the Property from the Landlord.

SERVICE OF NOTICE

8.14 The Landlord agrees that any notices given under or in connection with this agreement which are required to be given in writing may be served on the Landlord either by being left at the address given below or by being sent to that address by post. The address for service of writing notices and other documents on the Landlord is: Target Properties (Yorkshire) Limited, 13A Headingley Lane, Leeds, LS6 1BL.

9. ADDITIONAL TERMS BETWEEN THE LANDLORD AND TENANT

Not applicable

10. SIGNATURE

1. The Tenant hereby declares that they have not misrepresented or failed to disclose circumstances to the Landlord in order to acquire this Tenancy.

("the Tenant")

Signature:

Date:

Tenant 1

Tenant 2

Tenant 3

Tenant 4

Tenant 5

Tenant 6

Tenant 7

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("the Landlord"):

Signature*:

Date:

Nadeem Sheikh

Target Properties (Yorkshire)
Limited

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