



# Assured Shorthold Tenancy

**THIS CONTRACT HAS NOT YET BEEN SIGNED BY ALL REQUIRED PARTIES AND IS PROVIDED AS A SAMPLE ONLY.**

ALL ITEMS IN BLUE ARE EDITABLE BY THE LANDLORD UNTIL ALL PARTIES HAVE SIGNED THIS AGREEMENT. IF AN ITEM IS CHANGED AFTER SOME PARTIES HAVE SIGNED, ALL PARTIES WILL BE REQUIRED TO SIGN THE CONTRACT AGAIN.

[www.openrent.co.uk](http://www.openrent.co.uk)

You are about to sign an Assured Shorthold Tenancy for a room in the following shared property

Test House  
Address 1  
Town  
A1 1AA

It sets out the promises made by the Tenant to the Landlord and vice versa, including the duration of the rental and the amounts you have agreed for Rent and Deposit. You should read this document carefully and thoroughly.

Once electronically signed and dated this agreement will be legally binding and may be enforced by a court. Make sure that it does not contain terms that you do not agree with and that it contains everything you want to form part of the agreement. Both parties are advised to obtain confirmation in writing when the Landlord gives the Tenant consent to carry out any action under this agreement.

**If you are in any doubt about the content or effect of this agreement, we recommend that you seek independent legal advice before signing.**

## The Parties to this agreement and the Premises

The following clauses set out the basic terms of the tenancy, the main dates and the Deposit and Rent amounts which have been agreed.

This agreement is made the day of 28 April 2014.

Premises	Test House Address 1 Town A1 1AA together with fixtures, furniture and effects therein as specified in the inventory
Designated Room	Room numbered 3, positioned at the front of the house on the first floor
Shared Parts	The communal areas of the Premises which are not currently or intended to be the private Designated Rooms of other occupants. The Shared Parts typically include garden(s), kitchen(s), bathroom(s), reception room(s) and any hallways and corridors linking them.
Landlord	Adam Hyslop of Test Landlord, Landlord Address, Landlord City, A1 1AA.
Tenant	Test Tenant of Test House Address 1 Town A1 1AA
Guarantor	Test Guarantor
Occupancy	The maximum number of people permitted to occupy the property is 2
Term	A fixed Term of 6 months Commencing on and including 01 May 2014 To and including 31 October 2014
Rent	£450.00, four hundred and fifty GBP payable monthly and in advance on the 1st day of each month
Deposit	£500.00, five hundred GBP

1. The Landlord lets to the Tenant the Designated Room, with the right to share the use of the Shared Parts with such other persons as the Landlord grants or has granted the right to use those Shared Parts, for the Term at the Rent specified above.

2. The Tenant shall pay to OpenRent on the signing of this agreement the amount of the Deposit and the first payment of Rent.

3. The Deposit will be held under the terms of the Deposit Protection Service, of which OpenRent is a registered member. Further detail is provided in the next section of this document.

4. The first payment of Rent will be held by OpenRent up to a maximum of 14 days from the beginning of the Term, after which it will be paid to the Landlord with OpenRent's fees deducted where applicable.
5. The Tenant shall pay direct to the Landlord all future Rent when it becomes due. Further detail is provided in subsequent sections of this document.
6. This agreement is intended to create an Assured Shorthold Tenancy as defined by section 19A of the Housing Act 1988 (as amended).

# The Deposit

The following clauses set out:

- what OpenRent will do with the Deposit paid by the Tenant under clause 3 above;
- what the Tenant can expect of the Landlord or OpenRent when either deals with the Deposit;
- the circumstances in which the Tenant may receive less than the sum paid as a Deposit at the conclusion of the tenancy; and
- the circumstances in which other monies may be requested from the Tenant.

7.1. The Deposit will be held in a Custodial Tenancy Deposit Scheme by the Deposit Protection Service (DPS), which is the Government approved custodial scheme:

The Deposit Protection Service

The Pavilions

Bridgwater Road

Bristol

BS99 6AA

Phone: 0844 4727 000

<https://www.depositprotection.com>

7.2. Once the Deposit has been paid by the Tenant, OpenRent will transfer the Deposit to the DPS as soon as reasonably practicable. OpenRent will aim to do this within 1 working day of funds clearing, and always within the 30 days required under the terms of the scheme. Once funds have cleared, the Deposit will be re-assigned to the Landlord's registered account with the DPS.

7.3. The Deposit that the Tenant has paid shall be returned without interest according to the terms of the DPS at the end of the tenancy, howsoever determined, upon vacant possession of the Premises and return of the keys, less such sum as the Landlord shall properly deduct in respect of:

- arrears of Rent;
- any damage to the Designated Room and Shared Parts and fixtures and fittings caused by the Tenant or arising from any breach of the terms of this agreement by the Tenant;
- any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Designated Room and Shared Parts (whether or not the Landlord consented to its presence as set out in clause 8.20);
- any sum repayable by the Landlord to the local authority where housing benefit has been paid direct to the Landlord by the local authority;
- any other breach by the Tenant of the terms of this agreement;
- any unpaid account or charge for water, electricity, gas, other fuels or utilities used by the Tenant in the Premises;
- any unpaid council tax, telephone charges or other monies owed by the Tenant to the Landlord;
- any reasonable cost incurred to clean the Designated Room and Shared Parts to the same standard as at the beginning of the tenancy;
- the charges incurred by the Landlord's bank if any cheques or standing orders from the Tenant are not honoured by the Tenant's bank.

7.4. No deductions shall be made from the Deposit unless, or until, the reason for the nature of the deductions along with their amounts have been notified to the Tenant. Any dispute arising from the proposed deductions will be subject to DPS guidelines including use of the free and independent Alternative Dispute Resolution service where its use has been agreed by the Tenant and Landlord.

7.5. The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this agreement on the ground that the Landlord, or OpenRent, holds the Deposit or any part of it.

7.6. If the Deposit is insufficient the Tenant shall pay to the Landlord such additional sums as required to cover all costs, charges and expenses properly due within a period of 14 days from the end of the tenancy.

## Obligations of the Tenant

The following clauses set out what is expected of the Tenant during the tenancy in addition to the main terms found in this agreement. If any of these terms are breached, the Landlord may be entitled to deduct monies from the Deposit, claim damages from the Tenant, and/or seek the court's permission to have the Tenant evicted from the Premises because of the breach.

The Tenant agrees:

- 8.1. Any obligation upon the Tenant under this agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing.
- 8.2. To be responsible and liable for all the obligations under this agreement.
- 8.3. To pay the Rent as specified earlier in this agreement whether or not it has been formally demanded, and pay interest at 3% above the Bank of England base rate upon any Rent in arrears or other monies due under this agreement for more than seven days calculated from the date upon which it became due to the date of payment. The first payment of Rent shall be paid directly to OpenRent. The first payment of Rent will be held by OpenRent up to a maximum of 14 days from the beginning of the Term, after which it will be paid to the Landlord with OpenRent's fees deducted where applicable. All future Rent shall be paid directly to the Landlord.
- 8.6. To keep the interior of the Designated Room and Shared Parts and the Landlord's contents in as good and clean state of repair and condition and decoration as they were in at the commencement of the Term and make good all damage and breakages which may occur during the Term (fair wear and tear excepted).
- 8.7. Not to remove any of the Landlord's contents from the Premises.
- 8.8. To comply with all statutory requirements upon the Tenant in respect of the Premises and contents. This includes (but is not limited to) not bringing into the Premises any furniture, furnishings or personal items that do not meet the required safety standards.
- 8.9. Not to damage the Premises or the building or make any alteration or addition to it, nor damage or alter the electrical or plumbing system.
- 8.10. Not to decorate or change the style or colour of the decoration without written consent from the Landlord.
- 8.11. Not to damage interior walls or decorations by affixing pictures, mirrors, or any other hanging item using nails, screws, adhesive compounds or tapes without written consent from the Landlord.
- 8.12. Where readily accessible, and with due regard to personal safety, to keep the drains, gutters and pipes of the Premises clear of any leaves or debris.
- 8.13. If applicable, to keep the garden free from weeds, prune shrubs back if necessary, keep paths clear of moss, cut the grass where appropriate, and not cut down or remove any trees or shrubs.
- 8.14. To keep clean the windows inside and outside of the Premises, where safe access is possible, and arrange for any cracked or broken glass panes to be replaced with the same grade and type of glass as existing.
- 8.15. Not to use the Premises other than for the purposes of a private residence, nor carry on or permit to be carried on upon the Premises any profession trade or business whatsoever, nor use the Premises for any immoral, illegal or improper purposes.
- 8.16. Not to do or permit to be done in the Premises or elsewhere anything which may be or become a nuisance, annoyance or inconvenience to the Landlord, the owner or occupiers of any adjoining property,

the neighbours, other adjoining residents or people in the immediate area.

8.17. Not to alter or add to the Premises or allow anyone else to do anything on the Premises which may invalidate any insurance of the Premises against fire or increase the ordinary premium for such insurance.

8.18. Not to fix or suffer to be fixed to the exterior or windows of the Premises any notice board, sign, advertisement poster or aerial.

8.19. Not to install or change any door locks or alarm codes, and agree that the Landlord should hold a spare set of keys.

8.20. Not keep any cat, dog, bird or other pet at the Premises without the Landlord's written consent, such consent, if granted, to be revocable at will by the Landlord upon giving reasonable written notice. If consent is given, the Tenant agrees to have the Premises professionally cleaned with de-infestation cleaner at the Tenant's cost upon termination of the tenancy.

8.21. If there are common parts to the building, not to obstruct, keep or leave anything in them.

8.22. To keep the exterior free from rubbish.

8.23. To place all refuse in plastic bags in the designated dustbin(s) which should be kept in the area provided. If necessary on refuse collection day to move the dustbin(s) to the collection point as required by the local Council.

8.24. Not to hang clothes or other articles on any balcony or out of any window.

8.25. Not to erect external aerials or satellite dishes.

8.26. Not to install any gas appliances unless authorised by the Landlord and installed by a registered Gas Safe fitter.

8.27. To routinely test the operation of all smoke alarms and replace the batteries when necessary, and to advise the Landlord immediately should any alarm cease to function or be considered non-operational.

8.28. To take reasonable precautions to prevent any damage to the Premises resulting from 'freezing-up'. This includes ensuring the Premises is adequately heated during periods of cold weather to ensure the water system does not freeze. Failure by the Tenant to take such precautions will result in the Tenant having to pay for any ensuing damage.

8.29. To take all reasonable precautions to prevent condensation and damp by keeping the property adequately ventilated and heated.

8.30. To replace any light bulbs, fluorescent tubes, fuses or batteries promptly and when necessary.

8.31. To telephone the Landlord immediately regarding, and confirm in writing within 24 hours of, any defect in the Premises which comes to the Tenant's attention and which is the responsibility of the Landlord to repair, and to pay the Landlord all liabilities which may be incurred by the Landlord as a result of any such defect not having been so notified.

8.32. Not to sublet the Designated Room or Shared Parts nor allow these to be occupied by more than the maximum number of permitted persons.

8.33. Not to take in any lodger, paying guest or person staying on either a permanent or semi-permanent basis.

8.34. To permit the Landlord, and any superior landlord, or the Landlord's employees/agents at all reasonable times by giving the Tenant 24 hours notice (except in an emergency):

- to enter the Premises to inspect the same and the Landlord's furniture and effects therein (if any) and

to carry out any works of maintenance or repair to the Premises or elsewhere which the Landlord may consider necessary.

- to enter and view the Premises with any prospective future Tenants or purchasers during the last 28 days of the tenancy.

8.35. To notify the Landlord if the Tenant is to be absent from the Premises for a period exceeding 14 days. Such notification shall be made at least 5 days prior to the commencement of the period of absence and shall state the actual dates over which the Tenant will be absent.

8.36. To forward any notice, order or proposal affecting the Premises or its boundaries to the Landlord within 5 days of receiving it.

8.37. To deliver up the Designated Room and Shared Parts to the Landlord with vacant possession at the end of the tenancy in the same good and clean state of repair and decoration as they were in at the commencement of the Term (fair wear and tear and damage by accidental fire excepted), and pay for the repair or replacement of any items of the fixtures, fittings and appliances which have been damaged, destroyed or lost.

8.38. To return the keys to the Landlord by midday on the day of vacating the Premises, otherwise all costs of gaining entry to the Premises and resealing the Premises will be borne by the Tenant.

8.39. To co-operate in the checking of any inventory and/or schedule of condition and to pay, or be liable to pay, for any costs incurred in such check-out procedures.

8.40. Not to smoke inside the Premises, or permit others to smoke inside the Premises, without the Landlord's written consent. Such consent, if granted, to be revocable at will by the Landlord upon giving reasonable written notice.

## **Furniture**

If the letting includes the use of furniture and effects:

9.1 Where requested by the Landlord, the furniture and effects shall be as specified in an inventory signed by the Tenant.

9.2 The Tenant will:

- Not damage or remove from the Premises any furniture or effects.
- Make good all damage and breakages to the furniture and effects which may occur during the Term.
- Leave the furniture and effects at the end of the tenancy in the same position as they were at the commencement of the Term.
- Clean or pay for the cleaning of all carpets, curtains and any other parts of the Designated Room and Shared Parts or contents included in the letting which may have been soiled during the tenancy.

# Obligations of the Landlord

The following clauses set out what can be expected from the Landlord during the tenancy. If any of these terms are broken, the Tenant may be entitled to claim damages from the Landlord, or ask a court to make the Landlord keep these promises.

The Landlord agrees:

## Quiet Enjoyment

10.1. To allow the Tenant to quietly hold and enjoy the Designated Room and Shared Parts during the tenancy without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

## Consents

10.2. To confirm that all necessary consents have been obtained to enable the Landlord to enter this agreement (whether from superior landlords, lenders, mortgagees, insurers, or others).

## Statutory Repairing Obligations

10.3. To comply with the obligations to repair the Premises as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections impose on the Landlord obligations to repair and keep in good order:

- the structure of the Premises and exterior (including drains, gutters and pipes);
- certain installations for the supply of water, electricity and gas;
- sanitary appliances including basins, sinks, baths and sanitary conveniences;
- space heating and water heating;

but not other fixtures, fittings, and appliances for making use of the supply of water and electricity. This obligation arises only after notice has been given to the Landlord by the Tenant as set out in clause 8.31.

10.4. To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated in clause 10.3 above.

## Insurance

10.5. To insure the building of, and the Landlord's contents within, the Premises under a general household policy with a reputable insurer.

10.6. To provide a copy of the relevant insurance certificate and policy to the Tenant at the start of the tenancy or as soon as possible thereafter.

## Other Repairs

10.7. To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the fixtures and fittings, unless the lack of repair is due to the negligence or misuse of the Tenant, his family, or visitors.

## Safety Regulations

10.8. To confirm that all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1993).

10.9. To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the tenancy.

10.10. To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.

10.11. To ensure that any electrician carrying out electrical work at the Premises is a competent person registered with a scheme approved by The Department for Communities and Local Government (DCLG).

### **Possessions and Refuse**

10.12. To remove or pay for the removal of all the possessions of the Landlord and any rubbish prior to the start of the tenancy.

## Interrupting or Ending this Agreement

The following clauses set out the ways in which this agreement may be brought to an end by either party. In addition, these clauses set out the procedures which the Tenant or Landlord shall use when the tenancy is brought to an end.

11.1 If the tenancy is within the fixed Term, the Landlord may serve on the Tenant the appropriate notice under Section 21(1)(b) of the Housing Act 1988 (as amended) given during the fixed Term to expire on any day after the last day of the Term.

11.2 If the tenancy has lapsed into a periodic tenancy it may be terminated by:

- the Landlord serving the Tenant at least two months notice in writing under Section 21(4)(a) of the Housing Act 1988 (as amended) and expiring on the last day of a period of the tenancy.
- the Tenant giving written notice of at least one month and expiring on the last day of a period of the tenancy.

11.3 If there is a breach of any of the terms of this agreement by the Tenant then the Landlord may serve notice in accordance with Section 8 of the Housing Act 1988 (as amended).

11.4 If the Rent or any part thereof shall be in arrears for at least seven days after the same shall have become due (whether legally demanded or not) or if there shall be a breach of any of the obligations on the part of the Tenant, the Landlord may re-enter the Property (subject to the Landlord obtaining a Court Order for Possession) and immediately thereon the tenancy shall terminate without prejudice to any other rights and remedies of the Landlord.

### Mutual Break Clause

11.5. Any time after **four** months of the initial fixed Term of this tenancy (or after a similar period following a fixed Term extension to the original tenancy) either party may invoke this break clause by providing a minimum of two months written notice to the other (such notice to expire on the last day of a rental period of the tenancy). At the end of such notice the tenancy shall end and all obligations and responsibilities shall cease; subject nevertheless to any claim by either party against the other in respect of any breach of any of the terms and conditions of the agreement.

# Notices & Miscellaneous

## Notices

12.1 The Landlord gives notice to the Tenant that pursuant to Section 48(1) of the Landlord and Tenant Act 1987 that notices (including notices in proceedings) may be served on the Landlord at the address specified at the beginning of this agreement.

12.2 Any notice served upon the Tenant by the Landlord pursuant to this agreement or any statute or regulation then the same may be served properly addressed to the Tenant either at the Premises or by sending the same by either recorded delivery post, or prepaid first class post to the Premises or at the Tenant's last known address and the same shall be deemed to have been properly served and received by the Tenant 24 hours after posting the same.

12.3 The Landlord gives the Tenant notice under the Housing Act 1988 that possession may be recovered on the following grounds:

- Ground 2: The Premises is subject to a mortgage granted before the beginning of the tenancy, and the mortgagee is entitled to exercise a power of sale conferred on them by the mortgage or by section 101 of the Law of Property Act 1925 and the mortgagee requires possession of the Premises for the purpose of disposing of it with vacant possession.

## Miscellaneous

13.1 If the Premises comprises part only of a building the letting shall include the use (in common with others) of access ways to and from the Premises inside the building.

13.2 "Premises" in these conditions includes Landlord's fixtures and fittings therein.

13.3 Where two or more persons are named on the tenancy agreement, their obligations shall be joint and several.

13.4 References to masculine gender include the feminine; to the singular include the plural; and to the 'month' mean calendar month.

13.5 Tenant is responsible for insuring their own belongings, furniture and furnishings in the Premises, and the Landlord will not accept liability for any loss or damage that may occur as a result of use within the Premises.

13.6. The Landlord and the Tenant confirm their agreement with the OpenRent Terms & Conditions and Privacy Policy which they made when creating their account.

13.7. Where the Landlord's own title to the Premises is leasehold and not freehold, the Landlord may themselves be a tenant under a superior lease. The Tenant agrees to perform and observe at all times during the Term the conditions and stipulations contained in the superior lease that were notified to the Tenant prior to the commencement of the tenancy.

## The Guarantor

The Guarantor is the person or persons responsible for discharging the Tenant's obligations if the Tenant defaults whether the Landlord elects to pursue the Tenant or not.

"Joint and Several" means that the Guarantor will be liable with the Tenant to pay all Rent and any debt arising from any breach of the tenancy until all debt is paid in full.

14.1. In consideration of the Landlord agreeing at the request of the Guarantor to accept the Tenant as the Tenant of the Premises the Guarantor agrees to fully cover and compensate the Landlord for any loss, damage, costs or other expenses arising either directly or indirectly out of any breach of the agreement or any extension or continuation of the tenancy including any rental increase agreed between the Landlord and the Tenant.

14.2. This Guarantee is irrevocable and shall continue beyond the Guarantor's death or bankruptcy throughout the period that the Premises are occupied by the Tenant or any licensee and is not limited to the Term specified in the agreement.

14.3. If the Tenant defaults during the initial Term or any extension, renewal or continuation of this agreement or the Tenant is declared bankrupt and the Tenant's Trustee in Bankruptcy elects to disclaim the agreement then on written demand the Guarantor will cover and compensate the Landlord against all losses, claims, liabilities, costs and expenses arising out of or in connection with that default or disclaimer or incurred by the Landlord in connection with the default or disclaimer.

14.4. It is agreed that the Guarantor's liability under this Clause will be joint and several with the Tenant which means that each will be responsible for complying with the Tenant's obligations under this agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against the Tenant, the Guarantor, or both of them under these clauses. These obligations will not be cleared or affected by any act, neglect, leniency, or giving of time by the Landlord endeavouring to obtain payment or in the enforcement of the Tenant's covenants. If the Tenant surrenders any part of the Premises the Guarantor's liability will continue in respect of the part not surrendered. Any liability accumulated at the date of surrender will continue unaffected.

# Contract Digitally Signed By

*Here is a list of people set out to sign the contract, and signatures where they have been collected.*

## The Tenants

Signature	Printed Name	Date Signed	User Email Address
<hr/>	Test Tenant		info@openrent.co.uk

## The Guarantors

Signature	Printed Name	Date Signed	User Email Address
<hr/>	Test Guarantor		guarantor@openrent.co.uk

## The Landlord

Signature	Printed Name	Date Signed	User Email Address
<hr/>	Adam Hyslop		Visible once landlord has signed.