

**TENANCY AGREEMENT — ENGLAND & WALES**  
(For a Furnished House or Flat on an Assured Shorthold Tenancy)

**The PROPERTY**  
Flat-

**The LANDLORDS** Jonathan. M. Yeardley & Patrick. S. Yeardley  
Of 104 Banner Cross Road, Sheffield, S11 9HR.

**The TENANT/S**  
1 .....  
2 .....  
3 .....  
4 .....  
5 .....  
6 .....

**The TERM** months beginning on .... / ..... / 20.... to .... / ..... / 20....

**The RENT** The monthly/quarterly rent for the Property shall be £ ..... and this rent will be payable in advance by equal monthly/quarterly payments on

**The BOND**

It is agreed that the BOND will become the Deposit at the start of the Tenancy. This amount is £ and that the deposit will be registered with **Tenancy Deposit Solutions** which is one of the Government authorised tenancy deposit schemes.

Bond £..... received from ..... Bond £..... received from .....  
Bond £..... received from ..... Bond £..... received from .....  
Bond £..... received from ..... Bond £..... received from .....

**DATED**

Signed and executed as a Deed by the following parties

**Landlord**

**Tenant**

.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....

In the presence of:  
Witness signature .....  
Witness name .....

## Terms and Conditions

1. This Agreement is intended to create an Assured Shorthold Tenancy as defined in the housing Act 1988, as amended by the Housing act 1996, and the provisions for the recovery of possession by the Landlord in that Act apply accordingly. The Tenant understands that the Landlord will be entitled to recover possession of the Property at the end of the Term.

### 2. THE TENANT'S OBLIGATIONS

2.1. To pay the rent at the times and in the manner specified.

2.2. (a) Pay any Council Tax that the tenant is obliged to pay under the Local Government Finance Act 1992 or any regulations under that Act.

(b) Indemnify the Landlord in respect of any Council Tax which (during the Term) the Landlord becomes obliged to pay under that Act or those regulations, as a result of the Tenant ceasing to live at the Property or the Tenant ceasing to be a full-time student.

2.3. To pay all charges in respect of any gas, electricity or telephonic services used at or supplied to the Property. and not to change service provider without the Landlords consent. To pay television licence fee.

2.4. To keep the items on the Inventory and the interior of the property in a good and clean state and condition and not damage or injure the Property or the items on the Inventory (fair wear and tear excepted).

2.5. To yield up the Property and the items on the Inventory at the end of the Term in the same clean state and condition it/they was/were in at the beginning of the Term (fair wear and tear excepted).

2.6. To use the Property as a private dwelling only. This means the Tenant must not carry on any profession, trade or business at the Property and not allow anyone else to do so.

2.7. To attend to any minor repairs (such as replacing light-bulbs) or preventative maintenance (such as taking steps to prevent water pipes freezing if the Property is to be left unoccupied during the winter) which s/he may reasonably be expected to undertake;

2.8. To allow the Landlord or anyone with the Landlord's written permission to enter the Property at reasonable times of the day to inspect it's condition and state of repair, and carry out any necessary repairs and gas inspections, or during the last six months of the Term to show the Property to prospective new tenants, provided the Landlord has given at least 24 hours prior notice (except in emergency).

2.9. Not do anything at the Property which:

- (a) may be or may become a nuisance or annoyance to any other occupiers of the Property or owners or occupiers of adjoining or nearby premises, this includes the playing of loud music or musical instruments
- (b) is illegal or immoral
- (c) may in any way affect the validity of the insurance of the Property and the items listed on the Inventory or cause an increase in the premium payable by the Landlord
- (d) will cause any blockage in the drainage system and in the case of breach of this clause the Tenant to be responsible for the reasonable cost of such repair or other works which will reasonably be required

2.10. Not alter any internal decoration without the prior consent of the Landlord;

2.11. Not to interfere or allow anyone else to interfere with fire-fighting and fire-detection equipment, and keep escape routes, fire corridors and stairs free of obstruction (including bicycles) at all times;

2.12. Not to assign, sublet charge or part with or share possession or occupation of the Property (but see clause 5.1 below)

2.13. Not to keep any pets on the Property without the Landlord's prior written permission;

2.14. Not to bring into the Property any portable gas, paraffin or other oil burning heater, nor any upholstered furniture not complying with the Furniture and Furnishings Regulations 1988

2.15. Not to hang any clothes or other articles on the outside of the Property save on any washing line provided, nor place any clothes on storage heaters.

2.16. Not to leave the Property unoccupied for any period without locking and securing all doors, windows and velux windows.

2.17. Not to use the Internet facility for the downloading/uploading of any material other than educational material for that tenants sole use

2.18. To hand over to the Landlord at the last day of the tenancy, whether on its expiration or sooner determination, all keys to the Property.

2.19. To ensure that visitors spend no more than three consecutive nights at the property without the permission of the landlord

2.20. Car parking at the address is for the sole use of tenants. Any vehicle parked is to be taxed, tested and insured.

2.21. To pay the Landlord's reasonable costs incurred as a result of any breaches by the tenant of his obligations under this Agreement.

2.22. To pay interest at the rate of 4% above the Bank of England's base rate on any rent or other money lawfully due from the tenant under this Agreement which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until payment..

2.23. To provide the Landlord with a forwarding address when the tenancy comes to an end and to remove all rubbish and all personal items (including the Tenant's own furniture and equipment) from the property before leaving.

### 3. THE LANDLORD'S OBLIGATIONS

The Landlord agrees to:

3.1. Allow the Tenant to quietly possess and enjoy the Property during the tenancy without any unreasonable interruption from the Landlord. 3. Carry out those repairs for which liability is imposed under section 11 of the Landlord and Tenant Act 1985.

3.2. To insure the Property and use all reasonable efforts to arrange for any damage caused by an insurable risk to be remedied as soon as possible and to provide a copy of the insurance policy to the Tenant if requested.

3.3. To keep in repair (where provided by the Landlord)

The structure and exterior of the Property

The installations at the Property for the supply of water, sewage, gas and electricity and for sanitation

- 3.4. But the Landlord will not be required to
- 3.4.1. carry out works for which the Tenant is responsible by virtue of his duty to use the Property in a tenant-like manner
  - 3.4.2. reinstate the Property in the case of damage or destruction if the insurers refuse to pay out the insurance money due to anything that the Tenant has done or failed to do
  - 3.4.3. rebuild or reinstate the Property in the case of destruction or damage to the Property by a risk not covered by the insurance policy effected by the Landlord.
- 3.5. To arrange for the Tenants deposit to be protected by an authorised Tenancy Deposit Scheme within 14 days of receipt, and to comply with the rules of the scheme at all times.

#### **4. ENDING THIS AGREEMENT**

- 4.1. The Tenant cannot normally end this Agreement before the end of the Term. However, after the first three months of the Term, if the Tenant can find a suitable alternative tenant, provided he is acceptable to the Landlord (Landlord's approval not to be unreasonably withheld) the Tenant may give notice to end the tenancy on a date at least one month from the date that such approval is given by the Landlord. On the expiry of such notice, the tenancy shall end.
- 4.2. If the Tenant stays on after the end of the fixed term, a new tenancy will arise that will run from month to month (a "periodic tenancy") This periodic tenancy can be ended by the Tenant giving at least one month's written notice to the Landlord, the notice to expire at the end of a rental period.
- 4.3. If at any time
- 4.3.1 any part of the rent is outstanding for 21 days after becoming due (whether formally demanded or not) and/or
  - 4.3.2 there is any breach, non-observance or non-performance by the Tenant of any covenant or other term of this Agreement which has been notified in writing to the Tenant and the Tenant has failed to remedy the breach and/or pay reasonable compensation to the Landlord for the breach and /or
  - 4.3.3 any of the grounds set out as Grounds 2, 8 or Grounds 10-15 (which relate to breach of any obligation by a tenant) contained in the Housing Act 1988 Schedule 2 apply
- the Landlord may recover possession of the Property and this Agreement shall come to an end. The Landlord retains all his other rights in respect of the Tenant's obligations under this Agreement. Note that if possession of the Property has not been surrendered and anyone is living at the Property or if the tenancy is an Assured or Assured Shorthold Tenancy then the landlord must obtain a court order for possession before re-entering the Property. This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.

#### **5. THE DEPOSIT**

- 5.1. The Deposit will be protected by Tenancy Deposit Solutions Limited which is an insurance-based scheme whose address is TDSL, 3rd Floor Kingmaker House, Station Road, New Barnet, Hertfordshire, EN5 1NZ, (0871 703 0552, [www.mydeposits.co.uk](http://www.mydeposits.co.uk)) in accordance with the Tenancy Deposit Scheme rules.
- 5.2. No interest will be payable to the Tenant by the Landlord in respect of the Deposit.
- 5.3. The Landlord shall be able to claim from the Deposit the reasonable cost of any repairs or damage to the Property or its contents caused by the Tenant and for any other financial losses suffered by the Landlord as a result of the Tenant's breach of these terms and conditions.

#### **6. OTHER PROVISIONS.**

- 6.1. The Landlord hereby notifies the Tenant under section 48 of the Landlord and Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the Landlord 104 Banner Cross Road, Sheffield, S11 9HR.
- 6.2. The Landlord shall be entitled to have and retain keys for all the doors of the Property.
- 6.3. Any notices or other documents shall be deemed served on the Tenant during the Tenancy by either being left at the Property or being sent to the tenant at the Property by first-class post. Notices shall be deemed served the day after being left at the Property or the day after posting.
- 6.4. Any person other than the Tenant who pays the rent due or any part thereof to the Landlord shall be deemed to have made such payment as agent for and on behalf of the Tenant.
- 6.5. Any personal items left behind at the end of the tenancy after the Tenant has vacated (which the Tenant has not removed in accordance with clause 2.23 above) shall be considered abandoned if they have not been removed within 7 days after the end of the Tenancy. After this time the Landlord may dispose of the items as he thinks fit. The Tenant shall be liable for the reasonable disposal costs.
- 6.6. Where the context so admits:
- 6.6.1. The 'Landlord' includes the persons from time to time entitled to receive the rent.
  - 6.6.2. The 'Tenant' includes any persons deriving title under the Tenant
  - 6.6.3. The 'Property' includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property.
  - 6.6.4. All references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person shall be joint and several (this means that they will each be liable for all sums due under this agreement, not just liable for a proportionate part).
  - 6.6.5. All references to 'he', 'him' and 'his' shall be taken to include 'she', 'her' and 'hers'.

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METER READINGS

AT COMMENCEMENT:

DATE 20 \_\_\_\_\_  
GAS \_\_\_\_\_

ELECTRICITY Low \_\_\_\_\_  
Normal \_\_\_\_\_

AT TERMINATION:

DATE 20 \_\_\_\_\_  
GAS \_\_\_\_\_

ELECTRICITY Low \_\_\_\_\_  
Normal \_\_\_\_\_

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KEYS

... keys given to .....	on .... / ..... / 20....	Returned on .... / ..... / 20....
... keys given to .....	on .... / ..... / 20....	Returned on .... / ..... / 20....
... keys given to .....	on .... / ..... / 20....	Returned on .... / ..... / 20....
... keys given to .....	on .... / ..... / 20....	Returned on .... / ..... / 20....
... keys given to .....	on .... / ..... / 20....	Returned on .... / ..... / 20....
... keys given to .....	on .... / ..... / 20....	Returned on .... / ..... / 20....

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HOME ADDRESSES & PHONE NUMBERS

COURSE

CODE / YEAR

Name

Name

Name

Name

Name

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*A copy of this contract is given to the Tenant, additional copies will cost £5 each*

Mobile Contacts : Jonathan 07976 528050 & Patrick 07967 839881

Website: [www.SheffieldPropertytoLet.co.uk](http://www.SheffieldPropertytoLet.co.uk) - Email: [info@SheffieldPropertyToLet.co.uk](mailto:info@SheffieldPropertyToLet.co.uk) - Printed: 2007