

ASSURED SHORTHOLD TENANCY AGREEMENT 2019 EDITION
(Post Tenant Fees Act 2019) House/Self Contained Flat

IMPORTANT – YOUR ATTENTION IS DRAWN TO THE MAIN/IMPORTANT TERMS OF THIS AGREEMENT. THESE ARE SET OUT IN THE DETAILS BELOW AND ON PAGES 3-5

Date of Agreement:

DETAILS OF AGREEMENT:

Landlord: Spencer Properties (UK) Ltd of (Address): 18 Headingley Lane, Leeds. LS6 2AS

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 (e.g. garage, store room, basement):

Commencement Date: 00/00/0000 Termination Date: 00/00/0000 at 12 noon

Rent at the rate of £ per annum Term of Tenancy: months

Instalments of Rent and Rent Payment Dates: £

Method(s) of Rent Payment: Direct Debit

In addition the Tenant(s) shall pay the Council Tax and the Utility Charges.

Utility Charges means electricity, gas and other fuel and water and sewerage together with communications charges for telephone (not a mobile), internet, cable and satellite television and the television licence

NB: No other charges are permissible except default charges for loss of keys and security devices and interest for non payment of rent (these are provided for in the Standard Terms). However, damages can be claimed if a tenancy term is broken and damages can be offset against the Deposit (if any is taken)

The Deposit of £ 000.00 is paid to the Landlord by the Tenant (except for any payments made towards the Deposit by any third party as stated on page 15 – if this is left blank there are no third party payments).

NB: The deposit must not exceed an amount equal to five weeks rent where the annual rent does not exceed £50,000

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 (see Clause 3)
2. If there is more than one person who is the Tenant, each person is jointly and individually (severally) 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 any damages (see Clause 1(2))
3. Except where the Agreement provides that any of them are included in the Rent, the Tenants are responsible for payment of Council Tax (unless student or other exemption applies as long as everyone else is also exempt), water charges, gas, electricity and for the telephone, broadband and any other utility charges and the tv licence.
4. The Rent can be varied upwards or downwards if there is a change in who has to pay the Council Tax bill, if the property was Council Tax exempt but Council Tax becomes payable by the Landlord, or where the Rent is inclusive of Council Tax the amount alters (see Clause 4(2) and 11).
5. The Landlord can hold back the Deposit until the Tenant provides proof of payment of all those utility charges (See Clause 8(5)).

6. (1)Where there is more than one occupier, the loss of the student or other exemption for just one occupier brings the property into Council Tax. In this situation, if it is a joint tenancy, the other Tenant/s (even though they may be disregarded for Council Tax) are required to contribute their share of the Council Tax to the non exempt Tenant who becomes liable to pay the Council Tax bill where the rent is exclusive of Council Tax (see Clause 9(37)).
- (2) In this situation, if the let is a room in a house where it is the house which is banded for Council Tax purposes, if the exemption is lost, it is the landlord who will then become liable for Council Tax and the amount of Council Tax will be split between all the rooms in the house (including those occupied by students) and added to the rent for each room on a fair basis. If at the time of letting some of the individual rooms are already let to students and some not then the Rent should take account of the Council Tax payable irrespective of whether the tenant is a student or non student (or otherwise disregarded for Council Tax purposes) (see Clause 9(37)).
7. 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 (see Clause 9(27) and (28))
8. No portable gas heaters or paraffin heaters may be used at the Property (see Clause 9(20))
9. Neighbours must not be annoyed e.g. by noisy parties (see Clause 9(14))
10. No pets may be kept at the Property without written permission (see Clause 9(17))
11. Any repairs to be done by the Landlord must be reported promptly in writing (see Clause 9(41))
12. A default charge will be made if you lose keys or other security devices (see Clause 10(4)). If the circumstances require it, it may be necessary to change the locks and modify security devices, including for the building/house. NB: The Tenant Fees Act 2019 allows for the making of a default charge in this situation. No locks may be fitted or changed at the Property without permission (see Clause 9(19))
13. If there is a break in you must not arrange temporary boarding up without the Landlord'
14. 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 (see Clause 9(38))
15. You must not bring furniture into the Property without permission (see Clause 9(13))
16. All furniture or furnishings brought into the Property by the Tenant must comply with fire safety regulations (see Clause 9(13))
17. The Tenant must take care of the Property and the Landlord's furniture etc. Damage is your responsibility. You are responsible for repair of the interior (see Clauses 9(2), (3), (4))
18. If the Property is left empty in cold weather adequate heating must be left on (see Clause 9(30))
19. The water stop tap must be turned off if the Property is left vacant at any time other than for short periods (see Clause 9(25))
20. The Property must be left secure if unattended (see Clause 9(39))
21. The Tenant's own property is at his/her risk (see Clause 10(14)). Tenants should take out their own contents insurance unless the Landlord provides this (see Clause 9(39))
22. You must notify the Landlord in writing of who is the utility supplier and if there is any change in utility supplier (see Clause 9(16))
23. You must seek the Landlord's permission prior to the installation of any prepaid/ token meter or smart meter (see Clause 9(16))
24. 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 (see Clause 10(11))
25. If there is a bed bug infestation you must tell the Landlord immediately in writing (see Clause 9(55))

26. Alterations and redecoration need the Landlord's permission. If the Landlord uses standard colours these must be reinstated at the end of the tenancy. If decorations are damaged by blu tack or similar or sellotape this is the tenant's responsibility (see Clause 9(23) (24) and (48))
27. 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 (see Clause 9(14))
28. If the rent is inclusive of electricity, water or gas you must not make excessive use of the utility in question and, if you do, the landlord reserves the right to make an additional charge for excessive use (see Clause 9(15))
29. Particularly inflammable items must not be brought into the property, including candles and chips pans (except where electrically operated/thermostatically controlled) (see Clause 9(12)).
30. If there are any vermin found in the Property then you must notify the landlord immediately. You must take reasonable steps to eradicate them (so long as this does not involve work to the structure/fabric) but you do not have to employ a contractor unless you decide to do so of your own accord (see Clause 9(29))
31. Do not dispose of rice, fat etc. into the drains, sinks or wastes (see Clause 9(31)).
32. You must carry out any visual check/test to make sure the fire/carbon monoxide detectors are working and also any emergency lighting (see Clause 9(44)). It is also your responsibility to replace the batteries in any non hardwired fire detectors/ carbon monoxide detectors (see Clause 9(45)).
33. Bicycles, motorcycles and prams must not be brought into the Property without permission. Hallways and fire escapes must not be obstructed (see Clause 9(47)).
34. You must not change the burglar alarm code without getting the Landlord's written permission. The Landlord must be notified of any change of code. (See Clause 9(50)).
The Tenants are responsible for supplying and fitting light bulbs/spotlights. If it is not safe for them to do so the Landlord will undertake this (see Clause 9(46)).
35. The Landlord is not liable for any resulting loss or damage, e.g. due to break in, if the burglar alarm is inoperable for any reason or for failure to provide any service or facility where this is caused by circumstances beyond the Landlord's reasonable control (see Clause 10(6) and (7)).
36. The Landlord is entitled to retain the keys for use in emergency/where the Property is unoccupied etc (see Clause 10(9)).
37. (1) 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 (Imposed by the Housing Act 1988)
- (2) The periods 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 NOTES

THE SUMMARY ON PAGES 3,4 AND 5 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. IT IS THE WORDING OF THE

ACTUAL CLAUSES WHICH BINDS YOU. WHAT IS SET OUT ABOVE IS SIMPLY TO DRAW THESE CLAUSES TO YOUR ATTENTION SO THAT YOU ARE AWARE IN OUTLINE OF YOUR RESPONSIBILITIES AS TENANT.

DAMAGES CLAIMS

IF YOU BREAK ANY OF YOUR AGREEMENTS AS TENANT YOU ARE LIABLE TO PAY DAMAGES FOR ANY REASONABLE COSTS OR FINANCIAL LOSS SUFFERED BY THE LANDLORD AS A RESULT. THESE ARE PAYABLE UNDER THE COMMON LAW AND THE TENANTS FEES LEGISLATION ALLOWS FOR SUCH CLAIMS TO BE MADE.

IF DAMAGES INCLUDE THE LANDLORD'S OWN TIME THIS WILL BE CHARGED AT £15 PER HOUR INCLUDING VAT

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

LEEDS PROPERTY ASSOCIATION

STANDARD TERMS

2019 Edition (Post Tenant Fees Act 2019 Legislation)

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 and for any tenancy breaches.
 - (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 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), (44), (45), (46), (47), (48), (49), (50) (51), (53), and (54). Clause 9(4) and (6) applies to any fixtures and fittings in the Shared Accommodation (if any) or in the Common Areas (if any) and Clause 10(4) applies to any keys or security devices for the building of which the Property forms part (where applicable).
- (12) References to the Fixtures and Fittings include 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 (not a mobile), internet, broadband, cable and satellite television and the television licence
- (14) "Housing Benefit" includes the housing costs element of Universal Credit.
- (15) "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. The Rent can be varied in respect of Council Tax under Clause 4(2) and 11.

COUNCIL TAX AND UTILITIES

- 4. (1) The Rent is exclusive of any Council Tax payable to the local authority and Utility Charges affecting the Property except where stated otherwise in the Details. This will be payable by the Tenant in addition to the Rent, unless indicated otherwise.
- (2) In the case of Council Tax if circumstances change so that there is a change in who is liable to pay the Council Tax, resulting in the Landlord becoming or ceasing to be liable or the Landlord becomes liable to pay Council Tax where the Property ceases to be exempt or if the Landlord is liable to pay the Council Tax and the amount of the tax payable alters, the Rent payable will be varied as provided in Clause 11.

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 (if any) 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 any Rent or interest on unpaid rent which may become payable to the Landlord by the Tenant under this Agreement damages payable to the Landlord if the Tenant breaks any of the Tenant's agreements under this Agreement any unpaid accounts for Utility Charges for which the Tenant is liable. The Landlord shall be entitled to discharge such accounts on behalf of the Tenant any default fee payable in the event of loss of keys or other security devices by the Tenant under this Agreement. any other permitted payment to the Landlord under Schedule 1 to the Tenant Fees Act 2019 which remains unpaid and which the Tenant is liable to pay.
 - (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 appropriate authority will not claim the repayment of any Housing Benefit from the Landlord where Housing Benefit has been paid direct to the Landlord. If any overpayment is repaid then the equivalent amount is payable by the Tenant to the Landlord as arrears of the Rent.
 - (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 one of the Government's Custodial Deposit Schemes, 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

NB: If the Tenant breaks any of the agreements a claim for damages may be made by the Landlord

9. The Tenant agrees with the Landlord as follows:

Rent

(1) to pay the Rent as provided in this Agreement

Care of the Property etc

(2) to take reasonable care of the Property and the Fixtures and Fittings

Internal Repairs and Decoration

(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 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 repair or replace 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)

Access

(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:-
to carry out repairs, to decorate or improve the Property or the Fixtures and

Fittings

to repair, decorate or improve any adjoining premises to carry out any obligation placed upon the Landlord by law to carry out any routine checks to carry out the recommendations or requirements of the local authority or any accreditation scheme of which the Landlord is a member to carry out any works required by any licence affecting the Property or to comply with the conditions of any such licence. 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.

Insurance

(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

Transfer of the Tenancy and Subletting etc.

(9)

(a) not to assign or novate the tenancy by adding or substituting a new tenant 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 Landlord's reasonable administration/other costs relating to any Assignment or adding or substituting a new tenant amounting to £120.00 including VAT or if greater the reasonable costs, evidenced in writing

(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

Access for Viewings

- (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

No Illegal Use etc.

- (11) not to use the Property for any illegal or immoral purpose

No Inflammable Items

- (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

Furniture

- (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 tenancy by the tenant

Nuisance, Parties etc.

- (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(c)
- (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 reasonable 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

Utilities

- (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
- (b) if the Rent is inclusive of electricity, water or gas the Tenant agrees that the use of the utility in question 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.
- (c) If the Landlord is required to pay Utility Charges which the Tenant is responsible for paying under this Agreement the Tenant will reimburse the Landlord for them in full within 14 days of written demand.
- (16)(a) the Tenant will notify the Landlord if required in writing as to the identity of any utility supplier at the time if any Utility Supplier is changed. In all cases where notification is given this must include the account reference number, together with the name(s) of the account holder(s). Such notification to the Landlord must be in

- writing.
- (b) not to install any prepaid/token meter.
 - (c) not to install any smart meter on the Property without first notifying the Landlord and obtaining the Landlord's consent (such consent not to be unreasonably withheld).

Pets etc.

- (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

Residential Use Only

- (18) to use the Property for private residential purposes only

Locks

- (19) not to fit or change any lock in the Property without the Landlord's prior consent (such consent not to be unreasonably withheld). Any new lock which is fitted or changed must be a thumb turn lock. It must be fitted in a good and proper workmanlike manner and according to the Landlord's reasonable requirements (not including any obligation to use a contractor unless the Tenant chooses to do so). If any lock in the property is fitted or changed then the Landlord must be provided with a spare key for the new lock. Any replacement lock and all keys for any replacement lock shall become the property of the Landlord.

Heaters

- (20) not to keep or use any paraffin heater, liquid petroleum gas heater or portable heater in the Property

Removing Furniture

- (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

Children

- (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)

Alterations

- (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 good standard at the expiry of the tenancy

Leaving Property Vacant – Stop Tap

- (25) before leaving the Property vacant at any time other than for a short period, to ensure that the stop tap for the water supply is turned off

No alterations to the Utility Installation etc

- (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

Cleaning

- (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

Refuse

- (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

Vermin

- (29) if there are any vermin in the Property to notify the Landlord immediately and in writing. The Tenant shall take such reasonable steps as may be reasonable to eradicate the vermin but not extending to the employment of a contractor to do so unless the Tenant opts to employ a contractor (but which in any case does not involve any work to the structure or fabric of the Property)

Cold Weather Protection

- (30) in cold weather to protect the Property from frost by providing adequate heating for the Property

Disposal of Fat etc. and Drains

- (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 all blockages and stoppages to any drain, sink, bath, shower, toilet 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.

Ventilation

- (34) to ensure that the Property is kept properly ventilated

Shared Accommodation/Common Areas

- (35) not to place or leave anything which may obstruct the Shared Accommodation (if any) or the Common Areas (if any) in the Property
(36) not to interfere with the use of the Shared Accommodation (if any) or the Common Areas (if any) by any other person authorised to use the same

Council Tax

- (37)(a) to pay all Council Tax relating to the Property payable to the local authority unless the Rent is specified as being inclusive of this tax (subject to the provisions of Clauses 4(2) and (11))
(b) The liability to pay Council Tax applies even where any of the persons who are the Tenant or any of the residents of the Property are disregarded for Council Tax.
(c) Unless the Property is exempt each person who is the Tenant is liable to contribute and pay to the Tenant who is liable for the Council Tax a share of the amount payable by that Tenant. This must be shared equally between all of the persons named as Tenant including those who would otherwise be disregarded

when determining who is liable to pay (unless they agree otherwise between them).

Break Ins

- (38) if the Property is broken into, not to arrange for the same to be boarded up or repaired without the express prior approval 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. The Landlord will only be responsible for meeting the cost of an approved contractor.

Leaving the Property Secure

- (39) to leave the Property in a safe and secure condition when the Property is unattended at any time

Fire Hazards/Smoking

- (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

Notification of Repair where this is the Landlord's Responsibility

- (41) The Tenant must notify the Landlord in writing without delay in the event of any damage or defects at the Property or to the Fixtures and Fittings which the Landlord is liable to repair.

Interest on Rent Arrears

- (42) to pay interest at the rate of 3% per annum above the base rate of the Bank of England on any rent which is in arrears at the end of the period 14 days from the day on which it became due under this Agreement (such interest to be paid both before and after any Court Judgment). The Tenant Fees Act 2019 allows for a default charge in this situation.

Legal Requirements

- (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

Testing Alarms etc. and Replacing Batteries

- (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. Where it would be unsafe for the Tenant to do so then the Landlord will arrange for the fitting of the same and take responsibility for the cost of doing so.

Light Bulbs/Spotlights

- (46) that the Tenant shall be responsible for the supply and fitting of light bulbs/ spotlights within the Property. Where it would be unsafe for the Tenant to do so then the Landlord will arrange for the fitting of the same and take responsibility for the cost of doing so.

Bicycles etc.

- (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

Blu Tack etc.

- (48) not to use blu tack or any similar adhesive substance or sellotape which damages any paintwork/wall covering at the Property

To Let Boards etc.

- (49) to allow the Landlord or the Landlord's Agent to display "For Sale" or "To Let" boards on the outside of the Property

Burglar Alarm (if provided)

- (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

Vacating the Property

- (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

Garden

- (52) to keep the garden (if any) in a tidy condition properly maintained and to keep any grass cut on a regular basis.

Proof of Payment of Utilities

- (53) to provide the Landlord without delay with satisfactory proof of payment for all utilities in respect of the Property for the tenancy once it has ended

Return of Keys

- (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).

Bed Bugs

- (55) that evidence of bed bug infestation within the Property shall be reported immediately to the Landlord in writing

Costs of Variations to the Tenancy Agreement

- (56) To pay the Landlord's reasonable administration/other costs relating to any variation to this Agreement which may be agreed to by the Landlord amounting to £50 including VAT or if greater the reasonable costs, evidenced in writing. The Landlord is under no obligation to agree to any such variation.

OTHER AGREEMENTS

10. It is agreed as follows:-

- (1) if the Tenant is at least 14 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 for lost keys or other security devices for the Property. The charge will be the reasonable costs incurred by the Landlord, evidenced in writing. If it is appropriate to do so in the circumstances, these costs can include the costs of replacing locks or modifying security devices. It may be necessary to take these steps in relation to locks or security devices within the house/building of which the let forms part where applicable
- (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. Additionally, service can be effected by first class post. It can also be effected on the tenant by post at the Property

NOTE: Combining these provisions with Section 196 means that service can be effected as follows –

- (a) On the Landlord or the Tenant at their last known place of abode (i.e. residence) or business
 - (b) On the Tenant by being affixed to or left at the Property
 - (c) On the Landlord by registered post, signed for post or first class post at their last known place of abode or business
 - (d) On the Tenant by registered post, signed for post or first class post at the Property
 - (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.
 - (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).
 - (16) If and to the extent that the Landlord's own time is recoverable this shall be charged at the rate of £15 per hour including VAT

11. COUNCIL TAX – VARIATIONS TO THE RENT

(1) Any change in the amount of Rent under this Clause shall take effect on the day the change of circumstances relating to Council Tax takes effect (but where the rental periods are longer than calendar monthly it shall take effect on the day when the change of circumstances took effect).

(2) The circumstances where a change in the Rent and the amount of the increase or reduction required are:-

(a) Where the Tenant (or a third party) was previously liable to pay the Council Tax for the Property (or would have been but for the Property being exempt from Council Tax) if the Landlord becomes liable then the amount of the Rent for the Property shall be increased by a sum equivalent to the Council Tax for the Property payable by the Landlord as a result following the change taking effect.

(b) Where the Landlord was previously liable to pay the Council Tax for the Property but the Tenant (or a third party) becomes liable (including a case where the Landlord became liable following the removal of an exemption but the Property subsequently again becomes exempt) the amount of the Rent shall be reduced by a sum equivalent to the amount of the Council Tax for the Property which the Landlord was paying immediately before the change took effect.

(c) Where the Landlord is liable to pay the Council Tax if the amount of Council Tax payable for the Property is increased or reduced for any reason then the amount of the Rent shall be increased or reduced by a sum equivalent to the increase or the reduction (as the case may be) including an increase or reduction in the amount of Council Tax or a change in banding or the application or removal of a discount or disregard or change in the amount of any discount.

(d) Where the Rent has been fixed exclusive of Council Tax on the assumption that the Property is exempt but the exemption does not apply for any reason and as a result the Landlord becomes liable to pay the Council Tax the amount of the Rent shall be increased by a sum equivalent to the Council Tax payable by the Landlord for the Property as a result.

(3) If the Property is part only of a dwelling the amount of the variation in the Rent shall be calculated by applying a fair share of the Council Tax as being payable in respect of the

Property as determined by the Landlord acting reasonably. In this case where the Landlord is or becomes liable to pay the Council Tax the fact that the Tenant or some other tenant of the dwelling is disregarded for Council Tax purposes shall be ignored.

This Clause shall be applied in accordance with any determinations made by the local authority (or the First Tier Tribunal) and the Landlord shall notify the Tenant of the revised

amount of Rent payable as soon as is practicable after any change in circumstances and

any underpayment or overpayment in consequence shall be payable no later than 14 days

after the date of such notification. Refunds of overpayments can be credited against rent

payable at the option of the Landlord.

(4) The Tenant shall be entitled to request copies of any related notifications or correspondence with the local authority or First Tier Tribunal.

(5) If the Property is part only of a dwelling then if there is a change of circumstances in respect of the dwelling this Clause shall apply appropriately to increase or reduce the Rent.

(6) The provisions of this Clause shall be applied retrospectively if need be in the event of any change in liability, application or removal of an exemption, or change in the amount of Council Tax payable and time shall not be of the essence.

(7)

(a) When calculating the amount of any variation in the Rent under this Clause both the current annualised Rent and the amount of the Council Tax to be added or subtracted (or where applicable the amount of the increase in or reduction in Council Tax) shall be converted to a daily rate.

(b) The daily rate of the Council Tax (or if applicable the increase or reduction in

- Council Tax) shall be added to or subtracted from the daily rent as required.
- (c) The resulting amount shall be multiplied by the number of days in the rental periods applicable to the tenancy. However where the rental periods are calendar monthly the daily amount shall be multiplied by 30.4 and where the rental periods are quarterly by 91.25. In the event that the length of the rental periods is not regular then the resulting amount shall be multiplied by the number of days in each individual rental period.
 - (d) The amount of rent payable per rental period shall then be increased or reduced as required correspondingly.
 - (e) Where the change in the rent is to take effect part way through any rental period such apportionment shall be made as may be necessary to give effect to any increase or reduction in the Rent so that it shall take effect as provided in sub-clause (1) of this Clause.
 - (f) Any other necessary apportionment shall be made on a daily basis so as to give effect to the provisions of this Clause.
- (8) In this Clause “dwelling” means a building or part of a building to which a band is assigned for Council Tax purposes under the Local Government and Finance Act 1992 and “rental period” is the period of time in respect of which the Rent is payable under this Agreement.

SPECIAL LETTING TERMS

12. 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 11 the special term will override the relevant standard term.

NB: No terms should be included which require the Tenant to make a prohibited payment under the Tenant Fees Act 2019. This means that no provision should be included for administration, references or inventory checks etc. No obligation should be included for the Tenant to enter into any contract with a third party for any service (Landlords can however add provisions relating to utilities); nor to take out any insurance policy

ASSURED SHORTHOLD TENANCY

13. 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.

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
Amount paid towards
payment:**

N/A

**Name of Person making
any payment is made:
Deposit £**

N/A

SIGNED by the Landlord: N/A

SIGNED by the Tenant: N/A

LEEDS PROPERTY ASSOCIATION

ASSURED SHORTHOLD TENANCY AGREEMENT 2019 EDITION

SPECIAL TERMS

Clause 12 of the Tenancy Agreement incorporates any special terms which may be agreed.

These are set out below.

When a special term is inconsistent with any of the standard terms of the Agreement then the special term will override the relevant standard term.

IMPORTANT

Do not use this section to reword existing standard terms. It is only intended for special terms which have been agreed between the Landlord and the Tenant or to add additional matters not dealt with under the standard terms of the Tenancy Agreement. The Landlord and all Tenants must sign this sheet at the bottom to confirm their agreement of the special terms.

NB: No terms should be included which require the Tenant to make a prohibited payment under the Tenant Fees Act 2019. This means that no provision should be included for administration, references or inventory checks etc. No obligation should be included for the Tenant to enter into any contract with a third party for any service (Landlords can however add provisions relating to utilities); nor to take out any insurance policy

PROPERTY ADDRESS: N/A

AGREEMENT DATED: N/A

SPECIAL TERMS: N/A

Signatures:

SIGNED by the Landlord: N/A

SIGNED by the Tenants: N/A

Prescribed Information for Assured Shorthold Tenancies

This information is prescribed under the Housing Act 2004. That means that the two parties to the Tenancy Agreement must be made aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit.

A1 Address of the property/premises to which the tenancy relates (*delete whichever does not apply*)

39 Cumberland Court, Headingley, Leeds, LS6 3BN

Details of deposit holder(s)

A2 **Name(s)** **Spencer Properties (UK) Ltd**

A3 **Actual address** **18 Headingley Lane, Leeds. LS6 2AS**

A4 **E mail address** (*if applicable*) **info@spencer-properties.co.uk**

A5 **Telephone number** **0113 2788600**

A6 **Fax number** (*if applicable*)

Details of tenant(s)

A7 **Name(s)**

A8 **Address(es) for contact after the tenancy ends** (*if known*)

A9 **E mail address(es)** (*if applicable*)

A10 **Mobile number(s)** (*if applicable*)

A11 **Fax number(s)** (*if applicable*)

Please provide the details requested in A 7-11 for each tenant and for other relevant persons (i.e. agent, guarantor paying the Deposit etc)

A12 The deposit is £000.00

A13 The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 14 days of the commencement of the Tenancy or the taking of the Deposit whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 14 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

A14 A leaflet entitled *What if the Tenancy Deposit Scheme?*, explaining how the Deposit is protected by the Housing Act 2004, is attached to this document for the Tenant by the person holding the Deposit being Letters of Leeds.

At the end of the tenancy

A15 The deposit will be released following the procedures set out in clause 8. 4,5,6 of the Tenancy Agreement attached/provided* separately (** delete whichever is appropriate*).

A16 Deductions may be made from the Deposit according to clause 8 of the Tenancy Agreement attached/provided* separately

(**delete whichever is appropriate*). No deductions can be made form the Deposit without written consent from both parties to the Tenancy Agreement.

A17 The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is summarised in ***What is the Tenancy Deposit Scheme?***, which is attached to this document. More detailed information is available on: www.tds.gb.com.

A18 TDS are specifically excluded under Statutory Instrument from adjudicating where, despite making reasonable efforts to do so, the Landlord or the Agent are unable to contact the Tenant, or the Tenant is unable to contact the landlord or the Agent. Under these circumstances, the Member must do the following:

- ♣ make every practical effort, over a reasonable period of time but for no longer that it would take for the ICE to resolve a dispute, to contact the (ex)-tenant/landlord using information readily available.
- ♣ Determine dilapidations, rent arrears and any other prospective deductions from the deposit as they would normally do
- ♣ allocate the deposit, pay the party who is present as appropriate, and transfer the amount due to the absent tenant/landlord to a suitably designated "Client Suspense (bank) Account".

A19 A formal record of these activities should be made, supported by appropriate documentation.

A20 Following sufficient time (usually at least six years) having elapsed from last contact from the absent tenant/landlord the Member may then donate the amount allocated to them to a suitable registered charity – subject to an undertaking that any valid claim subsequently received by the Member from the beneficial or legal owner would be immediately met by the Member from its own resources.

S21 Should the absent tenant/landlord return within that period and seek to dispute the allocation of the deposit, the ICE may offer to adjudicate. The Landlord confirms that the information provided to the Agents (*delete if landlord*) and the Tenant is accurate to the best of his knowledge and belief and that the Tenant has had the opportunity to examine the information.

The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of his knowledge and belief.

Signed by the Tenant (s)

Signed by the Landlord/Agent

The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd

PO Box 1255

Hemel Hempstead

Herts

HP1 9GN

phone 0845 226 7837

web www.tds.gb.com

email deposits@tds.gb.com

fax 01442 253193

The Dispute Service Ltd also offers a service for enabling a dispute relating to the deposit to be resolved without having to go to Court.

Completing the Prescribed Information for Assured Shorthold Tenancies

A1 – Enter property/premises address

A2 – Enter name/s of deposit holder/s

A3 – Enter actual address

A4 – Enter email address

A5 – Enter telephone number

A6 – Enter fax number

A7 – Enter name/s of tenant/s

A8 – Enter address(es)

A9 – Enter email address

A10 – Enter telephone number

A11 – Enter fax number

A12 – Enter amount of deposit

A14 – Enter name of deposit holder

A15 – Enter the clause numbers from the tenancy agreement

A16 – Enter the clause numbers from the tenancy agreement