

ASSURED SHORTHOLD TENANCY AGREEMENT: ENGLAND AND WALES

Under Part 1 of the Housing Act 1988 as amended under Part 3 of the Housing Act 1996

DATE

This "Agreement" is made on the execution date

15/01/2011

THE PARTIES

Between – The "Landlord"

The Tenants are hereby notified that notices (including notices in proceedings) must be served on the Landlord by Tenants at the following address in England or Wales (Notice under section 48 of the Landlord and Tenant Act 1987)

Mr Paul Stokes & MS Jayne Cheshire Of
26 Chelmsford Park, Warwick, South West, London, W3 8NJ

And The "Tenant" (note that under an AST a maximum of 4 Tenants is permitted)

Mr Grant Shapps, Mr Tony Prescott

And (if applicable) The "Guarantor" Where there is a Guarantor, add their full name and address. The signing of this Agreement must then be witnessed

Mrs Jayne, Wilson, 54 St James Road, London, W12 6HJ

THE PROPERTY

Relating to The "Property" including, if applicable, the Landlord's possessions listed in the "Inventory"

Flat 105 Towers High The Demo Street, Utopia Road, Fairtown, London, M1 Demo

The Property is supplied

Not Furnished Part Furnished Furnished

The Property being let is

A room let - with non-exclusive access to common areas.
 Exclusive use of the property as a whole
 Other specify

THE TERM

For the "Term" of

12 months

The "Commencement" – (subject to vacant possession being available)

15/01/2011

"Expiry" on (but continuing thereafter by virtue of statute, until notice is given and vacant possession is returned to the Landlord)

14/01/2012

THE PAYMENTS

The "Administration Fee" for entering into this tenancy is

£ 100

The "Rent" is

£ 995 per month

The "Rent Payment Day" Payable in advance on the

5th of every month

The DEPOSIT

The Tenant must pay a "Deposit" of
Where no Deposit is received write "NIL"

£ 1025

The "Deposit Scheme" if applicable is

The Deposit Protection Service (DPS)

The "Lead Tenant" Where there is more than one Tenant, the person nominated to act on behalf of you all jointly and individually when dealing with the Deposit will be the first named person on the tenancy (in accordance with clause 2.4)

Mr Grant Shapps

ADDITIONAL INFORMATION THAT MAY BE SUPPLIED TO THE TENANT WITH THIS AGREEMENT.

A valid Gas Safety Certificate (CP12)

A valid Landlords Buildings Insurance
(Excludes Tenants Contents)

An Energy Performance Certificate (EPC)

HMO Shared Houses

Where applicable appropriate planning permission for shared use

Valid electrical safety certificate

Information relating to the protection of Deposit monies

Tenant Handbook for the property

A Completed Inventory

Details of any other obligations, if any, which the Landlord is required to perform such as covenants on the deed of the property that the Tenant may have to comply

The Landlord confirms that at some time before the start of this tenancy, the Landlord lived in the Property as his/her only or main home and clause 7.3 applies in whole. Tick and sign here if applies

ADDITIONAL INFORMATION BY TENANT OR LANDLORD

Landlord Add Notes

1. RENT AND OTHER CHARGES

Following the Commencement of this Agreement, and until it is legally ended in accordance with the rules stipulated below, the Tenant is obliged to pay the Rent in full and on the dates agreed as well as other applicable charges including Council Tax

- 1.1. The Rent must be paid in advance on the Rent Payment Day specified in this Agreement. If the Rent is late, the Landlord can charge interest at 3% above the Bank of England base rate and interest will be charged until the date full payment is received.
- 1.2. Obligations/liabilities of more than one person shall be "joint and several" (which means that, for example, they will each be liable for all sums due under this Agreement and not just for proportion of them)
- 1.3. If Rent is received from a third party that will be accepted from them as the Tenant's agent. The Landlord will not intend to create a tenancy with any person who pays Rent on the Tenant's behalf
- 1.4. Unless otherwise agreed in writing by the Landlord, the Tenant must arrange to be billed, and pay the water sewerage and environmental charges for the property, and to pay for utility supplies consumed and the television licence fee for the property. The Tenant agrees to remain liable for these items after the Expiry of this Agreement until the tenancy has legally ended. Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, whether during or at the end of the tenancy, the Tenant is to pay, or be liable to pay, the costs associated with reconnecting or resuming those services.
- 1.5. The Tenant will be liable for Council Tax unless the property is a HMO. Only then will the Landlord be liable.
- 1.6. Rent Increase - The Landlord may increase the Rent after the Expiry of the fixed term of the Agreement, by giving the Tenant at least one months' notice in writing prior to a Rent Payment Day specifying the amount of the new rent. The Landlord will not increase the Rent during the fixed term of the tenancy.
- 1.7. The Tenant does not need to pay Rent for any day during which the Property is uninhabitable. This does not apply if the Property is uninhabitable because the Tenant or their guests or family did something (or failed to do something) which invalidated the Landlord's insurance policy in respect of the Property.
- 1.8. If the Tenant is in breach, then they may be liable to pay the Landlord's reasonable costs that include VAT: If the Landlord has to send a letter because the Tenant has broken the Agreement (including owing rent) then a cost not exceeding £25; costs for any payment that does not clear, is recalled or fails, a cost not exceeding £30; for a Section 8 Housing Act 1988 notice because of a breach of this Agreement, a cost not exceeding £50 if the Tenant does not respond to the notice, and as a result the Landlord has to visit the Tenant at the Property, a cost not exceeding £50; if the Landlord has genuine reasons for believing that the Tenant has abandoned the Property and has to visit the Property and make enquiries of neighbours and authorities, a cost not exceeding £50.
- 1.9. Any other reasonable costs or losses suffered by the Landlord resulting from conduct of or damage caused by the Tenant (or any person they have invited into the Property or who is permitted to live there) the Tenant agrees to pay up-front or from their deposit.

2. ONLY WHERE A DEPOSIT IS RECEIVED

It will be registered with one of the Government authorised Tenancy Deposit Schemes and held in accordance with the rules of that scheme (the "TDS Rules"). Full details of the Deposit Scheme will be notified to the Tenant as an addendum to this Agreement.

- 2.1. The Tenant is not entitled to any interest in respect of the Deposit unless the Deposit Scheme rules so provide.
- 2.2. Subject to the Deposit Scheme rules, the Deposit is held to pay for any financial loss suffered by the Landlord because of the breach of any Tenant obligation outlined under this Agreement, including non-payment of Rent or utility/Council Tax bills, damage to the Property or any of the items listed on the Inventory.
- 2.3. Subject to the TDS Rules, the Landlord will return the Deposit within 10 days. Before the Deposit is refunded, the Tenant must be able to demonstrate that bills for charges for which they were liable for the duration of the tenancy, have been paid. If there is a disagreement and we cannot agree any of these amounts, the matter will be decided by the county court or dealt with in accordance with the TDS Rules.
- 2.4. The Lead Tenant – Where there are multiple Tenants the first named shall be the representative to act on behalf of you all, jointly and individually, when dealing with the Deposit. Another of you can replace the Lead Tenant, so long as we are notified in writing by a majority of you. If no Lead Tenant is specified then the first or only named Tenant shall be the Lead Tenant.
- 2.5. The Tenant should provide the Landlord with a forwarding address at the end of the tenancy to enable the return of the Deposit, by cheque, to the Lead Tenant. Where the Deposit is paid by a third party their address must be provided, so the Deposit may be returned to them.

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TENANCY DEPOSIT PROTECTION (ENGLAND & WALES)

Prescribed information required under Section 213(5) of the Housing Act 2004 and in accordance with Statutory Instrument 2007 No. 797, the Housing (Tenancy Deposits) (Prescribed Information) Order 2007

THE PARTIES

The Tenant Name, address and telephone number of Tenant or anyone providing a Deposit on their behalf

Tenant Name(s): Mr Grant Shapps , Mr Tony Prescott

Address: Flat 105 Towers High The Demo Street, Utopia Road, Fairtown, London, M1 Demo

Telephone No.: : _____ Fax No.: : _____

Email address: : _____

If somebody else other than the Tenant paid the Deposit – on behalf the Tenants such as parent, council, charity etc. In such cases, they must be provided a copy of this Prescribed information.

Name(s) of Person/Entity : _____

Address: : _____

Telephone No.: : _____ Fax No.: : _____

Email address: : _____

The Landlord

Landlord/Agent Name(s): Mr Paul Stokes Jayne Cheshire

Address: 26 Chelmsford Park, Warwick, South West, London, W3 Demo

Telephone No.: 0800 999 7467

Fax No.: : _____

Email address: Paul Stokes Jayne Cheshire @myemail.co.uk

AUTHORISED TENANCY DEPOSIT SCHEME DETAILS

Your Deposit has been protected with (insert name address, Postcode, Phone, Email, Fax, Web) (**delete as appropriate**)

<p>The Deposit Protection Service (DPS) The address of the scheme Bristol BS99 6AA Telephone No. 0870 their number Email address: pims@depositprotection.com</p>		
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TENANCY DETAILS

On the 12 January 2011 a Deposit of £1025 was paid in respect of the tenancy for and including, if applicable, the Landlord's possessions listed in the "Inventory" for Flat 105 Towers High The Demo Street, Utopia Road, Fairtown, London, M1 Demo

Deposit Return

The Tenant has requested that at the end of the Tenancy, the Deposit should be returned to the person named below. Where such Deposit has been paid by a third party such as the Council, a Parent etc the Landlord MUST return the Deposit to that party.

Name(s) of Person/Entity: Mr Grant Shapps

Address: : 56 my parents address, so the Landlord has an address where the Tenant can be contacted

Telephone No.: : 0777777 888888 Fax No.: : _____

Email address: : Tenant will provide an email

CIRCUMSTANCES UNDER WHICH LANDLORD MAY RETAIN ALL OR PART OF THE DEPOSIT

Note: This section is drafted by reference to the PIMS Assured Shorthold Tenancy Agreement and may not be valid for use with other contracts

The Landlord may make such deductions from the Deposit as are reasonable should the Landlord suffer any loss as a result of the Tenant's breach of the terms of the Agreement. This includes:

- 1) Reasonable costs and compensation where the property and contents are returned in a less favourable condition than given at the beginning of the tenancy (subject to fair wear and tear)
- 2) Non-payment of any rent or interest on any amount, which was not paid when it was lawfully due
- 3) Non-payment of any utility bills (including reconnection charges) or Council Tax bills relating to the property
- 4) Reasonable costs of sending reminder letters and other costs associated with processing defaulting payments such as uncleared cheques, failed standing orders or similar
- 5) The Tenants allow overcrowding that results in non compliance with the number of allowed occupants or fines for the Landlord
- 6) Loss associated with the breach of any restrictive covenants to which the Property is subject
- 7) Reasonable costs for replacing alarm codes or keys or and locks on failure to return codes or keys
- 8) Reasonable costs and compensation where the Tenant unreasonably or wilfully obstructs the Landlord or his Agents or Contractors from performing their repair and maintenance obligations
- 9) Any Insurance excess if the claim was as a result of the failure of the Tenant or someone the Tenant had invited into the Property to act reasonably
- 10) Reasonable costs of the Landlord securing possession where the Tenant has failed to comply with a lawful notice to leave the property or where they leave earlier than the Tenancy Agreement permits
- 11) Reasonable costs for the disposal, removal, replacement and/or storage of items, which are left at the premises at the end of the tenancy

OTHER INFORMATION REQUIRED

Attached to this notice is a copy of the Scheme terms and conditions, which explains:

- ✓ The operation of the provisions relating to tenancy Deposit Schemes contained in the Housing Act 2004.
- ✓ The procedures that apply under the Scheme by which an amount in respect of a Deposit may be paid or repaid to the Tenant at the end of the Tenancy.
- ✓ The procedures that apply under the Scheme where either the Landlord or the Tenant is not contactable at the end of the Tenancy.
- ✓ The procedures that apply under the Scheme where the Landlord and the Tenant dispute the amount to be paid or repaid to the Tenant in respect of the Deposit.
- ✓ The facilities available under the scheme for enabling a dispute relating to the Deposit to be resolved without litigation.

LANDLORD'S CERTIFICATE

I confirm that the information provided in this notice and attachments is accurate to the best of my knowledge and belief and the Tenant has had the opportunity to read and sign a copy of this notice

Signed (Landlord)	Mr Paul Stokes & Ms Jayne Cheshire	Dated
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TENANT' CONFIRMATION (and that of any relevant person)

I confirm that I have been given the opportunity to examine this information. I confirm by signing this document that to my knowledge and belief the Tenant information provided above is accurate.

Signed Tenant	Mr Grant Shapps , Mr Tony Prescott	Dated
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Signed (Relevant Person)		Dated
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