



Leek & Weston Ltd  
29 Gelliwastad Road Pontypridd CF37 2BN

## ASSURED SHORTHOLD TENANCY AGREEMENT

under the

Housing Act 1988 as amended by the Housing Act 1996

Landlord

and

Tenant

for

letting dwelling house

at

Example Street  
Pontypridd,

Rent Monthly

### NOTE FOR TENANTS

This tenancy agreement is a legally binding contract and the Tenant is responsible for the payment of the rent for the entire agreed term. The agreement cannot be terminated early.



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# ASSURED SHORTHOLD TENANCY AGREEMENT

under the

Housing Act 1988 as amended by the Housing Act 1996

for the

Residential Letting of

on an

Assured Shorthold Tenancy

**PARTIES:** 1. **THE Landlord:**

2. **THE Tenant:**

**PROPERTY:** The dwelling-house situated at and being Example Street, Pontypridd, together with the Fixtures, Furniture and Effects therein

**TERM:**

**RENT:**

**PAYABLE:** In advance by equal Monthly payments

**RENTAL PERIOD:** Monthly

**FIRST PAYMENT** to be made

**DEPOSIT:** The Deposit is paid by the Tenant to the Agent.

The deposit is held by the Agent as a Stakeholder. The Agent is a member of the Tenancy Deposit Scheme. Any interest earned will belong to the Agent.

1. **THE Landlord** lets and the Tenant takes the Property for the Term at the Rent payable as above

2. **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 therein apply accordingly © Leek & Weston Ltd Example TA

The period stated will form the basis of any subsequent periodic tenancy.



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3. **IF the Property** shall be burnt down or rendered uninhabitable by fire the Rent shall from that date cease to be payable until the Property is reinstated and rendered habitable and in case any dispute arises under this provision it shall be submitted to arbitration pursuant to the Arbitration Act 1950
  
4. **THE Tenant** agrees with the Landlord:-
  - (1) To pay the Rent by Standing Order at the times and in the manner specified and to pay interest at a rate of four percent above Nat West base rate per annum on any rent in arrears for more than fourteen days and such interest to be calculated from the date on which such rent was due to the date on which it is paid. © Leek & Weston Ltd Example TA
  
  - (2)
    - (a) To perform and observe any obligation on the part of the Tenant arising under the Local Government Finance Act 1992 or regulations made there under to pay council tax and indemnify the Landlord against any such obligation which the Landlord may incur during the tenancy by reason of the Tenant ceasing to be resident at the Property
  
    - (b) To pay all water charges and all other taxes duties assessments impositions and outgoings which are now or which may at any time hereafter be assessed charged or imposed upon the Property or on the owner or occupier in respect thereof © Leek & Weston Ltd Example TA
  
  - (3) To pay all charges for gas electric and other fuels which shall be consumed or supplied on or to the Property during the tenancy and all charges made for the use of the telephone (if any) on the Property during the tenancy or a proper proportion thereof to be assessed according to the duration of the tenancy
  
  - (4) Not to change the supplier of the gas electric or other utilities
  
  - (5) Not to install a water meter
  
  - (6) To keep in good and complete repair order and condition (reasonable wear and tear and damage by accidental fire only excepted) the interior of the Property and the painting papering and decorations thereof and the fixtures furniture effects and appliances therein and make good or pay for the repair of or replace all such items as shall be broken lost damaged or destroyed during the tenancy (except installations and things which the Landlord is liable hereunder or by law to repair)
  
  - (7) To preserve the Fixtures Furniture and Effects from being destroyed or damaged and not to remove any of them from the property
  
  - (8) To leave the Furniture and Effects at the end of the tenancy in the rooms or places in which they were at the beginning of the tenancy
  
  - (9) Not to make any alteration or addition to the Property or damage or injure the Property. Not to change the colour scheme of any decoration to the Property without the prior written consent of the Landlord or his agent © Leek & Weston Ltd Example TA
  
  - (10) To pay for the cleaning washing (including ironing or pressing) of all curtains (if any) and the cleaning of all carpets other interior surfaces furniture and effects which shall have been soiled during the tenancy (the reasonable use thereof nevertheless to be allowed for)
  
  - (11) To keep and maintain the gardens (if any) free from weeds to cut all lawns, trim all hedges and trees and not remove any trees or plants



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(12) To keep the drains and pipes of the Property clear and the chimneys swept where not the responsibility of the Landlord

(13) To keep clean the windows of the Property and replace all glass broken during the term of the tenancy

(14) To ensure that radiators are kept bled of any air, combination boilers are kept properly pressurised. Replace batteries in smoke detectors or other detectors (where fitted) and bulbs in light fittings are replaced as necessary with the correct type of bulb

(15) That the Landlord or the Landlord's employees or agents may enter the property at all reasonable times of the day on giving 24 hours notice (unless in the case of an emergency) to inspect the Property and the Landlord's fixtures and appliances therein (if any) and to carry out any work or maintenance or repair to the same which the Landlord or his agents may consider necessary

(16) To use the Property as and for a private dwelling-house only and not to carry on or permit to be carried on upon the Property any profession trade or business whatsoever © Leek & Weston Ltd Example TA

(17) Not to do or suffer any act or thing to be done at the Property whereby the fire insurance premium might be increased

(18) Not to leave the Property vacant for more than 30 consecutive days and to properly secure all locks and bolts to the doors windows and other openings when leaving the Property unattended

(19) Not to do or suffer to be done in or upon the Property any act or thing which may be a nuisance damage or annoyance to the Landlord or the tenants or occupiers of any adjacent or adjoining property

(20) Not to assign sublet or otherwise part with the possession of the Property or let any other person live at the Property

(21) Not to take in any lodger or paying guest

(22) Not to fix or suffer to be fixed to the exterior or windows of the Property any notice board notice sign advertisement or poster

(23) Unless otherwise and expressly agreed in writing by the Landlord not to keep or suffer to be kept in the Property any cat dog or other pet any consent if granted to be revocable at will be the Landlord

(24) Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord or his agent and if consent is given to immediately provide the Landlord and his agent with one copy of all the keys

(25) To pay and compensate the Landlord and his agent fully for any costs expense loss or damage incurred or suffered by the Landlord or his agent as a consequence of any breach of the conditions on the part of the Tenant in this agreement and to indemnify the Landlord and his agent from and against all actions claims and liabilities in that respect © Leek & Weston Ltd Example TA



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(26) To notify the Landlord and his agent promptly in writing of any disrepair damage or defect in the Property or of any event which causes damage to the Property or which may give rise to a claim under the insurance of the Property

(27) To keep the Property at all times well and sufficiently aired and warmed during the tenancy and not to carryout any act which may result in and cause condensation or frost damage to the Property © Leek & Weston Ltd Example TA

(28) To keep the Property free from any pests including mice rats wasps flies and fleas and at the Tenants own cost to immediately eradicate any such pests

(29) Not to use or permit the Property to be used for any illegal or immoral purposes

(30) To obtain any necessary TV licences

(31) To pay administration charges of £15.00 plus VAT on any cheques issued by the Tenant which are returned to the Landlord or his agents bank or any Standing Orders which are not paid by the due date and £10.00 plus VAT for the issue of any reminder for the recovery of unpaid rent

(32) To be responsible for adequately insuring his/her possessions and contents kept at the property against any damage and/or loss, including damage or loss by fire, theft or flood. © Leek & Weston Ltd Example TA

(33) To permit the Landlord or his agents at reasonable times in the daytime during the tenancy to enter and view the Property with prospective purchasers/tenants and to fix to the Property an agents board advertising the Property for sale/rent

(34) At the expiration or sooner determination of the tenancy to deliver up the Property to the Landlord in the same good and clean state of repair condition and decoration as at the commencement of the tenancy and as shall be consistent with the due performance of the obligations of the Tenant herein contained

5. **PROVIDED** that if the Rent or any part thereof shall be in arrears for fourteen days after the same shall have become due (whether legally demanded or not) or in the event of the breach of any of the agreements on the part of the Tenant herein contained the Landlord may re-enter upon the Property and immediately thereupon the tenancy shall absolutely determine but without prejudice to the other rights and remedies of the Landlord

6. **THE Landlord** agrees with the Tenant that the Tenant paying the rent and performing and observing all the agreements herein contained may quietly possess and enjoy the Property during the tenancy without any lawful interruption from or by the Landlord or any person claiming through or under or in trust for the Landlord

7. **THE DEPOSIT has been taken for the following purposes:**

7.1 Any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlord © Leek & Weston Ltd Example TA

7.2 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the



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tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings

- 7.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property for which the Tenant is liable.
- 7.4 Any rent or other money due or payable by the Tenant under the tenancy agreement of which the Tenant has been made aware and which remains unpaid after the end of the tenancy. © Leek & Weston Ltd Example TA
- 7.5 If the Tenant is in receipt of Housing Benefit the deposit will be refunded on receipt of the final Housing Benefit payment and written confirmation that there have been no over payments of Housing Benefit.
- 7.6 Protection of the deposit. The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd

## 8. AT THE END OF THE TENANCY

- 8.1 The Agent must tell the Tenant within 10 working days of the end of the tenancy if they propose to make any deductions from the Deposit.
- 8.2 If there is no dispute the Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- 8.3 The Tenant should try to inform the Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 20 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- 8.4 If, after 10 working days following notification of a dispute to the Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 8.5 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- 8.5 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses (8.1 to 8.4 inclusive). © Leek & Weston Ltd Example TA

9. **THIS Agreement** shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985 if applicable to the tenancy

10. **THE Parties agree** any notice served by the Landlord on the Tenant shall be sufficiently served if sent by registered or recorded delivery post to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property © Leek & Weston Ltd Example TA



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**11. WHERE** the context admits-

(i) **“The Landlord”** includes the persons for the time being entitled in reversion expectant on the tenancy

(ii) **“The Tenant”** includes the persons deriving title under the Tenant and if two or more persons are together the Tenant their obligations to the Landlord shall be joint and several

(iii) Reference to the **“Property”** includes reference to any part or parts of the Property

(iv) **“Dwelling-house”** is to be interpreted in accordance with the Housing Act 1988.

(v) References to the singular include the plural and references to the masculine gender include the feminine and references to **“month”** is to be interpreted as ‘calendar month’

**12. NOTICE** under Section 48 of the Landlord and Tenant Act 1987

The Tenant is hereby notified that notices (including notices in proceedings) may be served on the Landlord by the Tenant at the following address:

Leek & Weston Ltd  
29 Gelliwastad Road  
Pontypridd  
CF37 2BN

This must be an address in England and Wales.

**13. NOTICE** under Schedule 2 of the Housing Act 1988

The Landlord hereby notifies the Tenant:-

(i) That at some time before the beginning of this Tenancy the Landlord (or in the case of joint Landlords at least one of them) occupied the Property as his only or principal home so that the Landlord is entitled to recover possession under Ground 1(a)

**14. SPECIAL CONDITIONS**

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