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Student Lettings | Residential Lettings | Property Management

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## Assured shorthold tenancy agreement

under part 1 of the Housing Act 1988

**Please note this is an important legal document – seek legal advice before signing.**

**Note: in case of emergency, instructions are as follows:**

Topproperty Services provide a list of contacts for emergency issues.

For police and fire brigade call 999. If you smell gas, call Transco on 0800 111 999.

An emergency issue is one that occurs outside the core hours of 10am to 5pm, Monday to Friday AND affects life or serious damage to property.

Your landlord has provided the following contacts:

All other issues, please go to [www.topproperty-services.com](http://www.topproperty-services.com), click on Tenant Area and Report A Repair to raise a maintenance issue.

### **Important Note for this tenancy:**

We require all paperwork to be completed by all tenants before any tenants can move in to the property. This includes us validating your right to rent in the UK, the providing of satisfactory guarantor paperwork by your guarantors, and due rent being paid in full.

This Tenancy Agreement is signed subject to this.

If there are outstanding matters you will not be permitted to move in until they are resolved to the satisfaction of The Landlord and/or The Agent.

Failure to resolve these issues is regarded as a material breach of the tenancy and The Landlord and/or The Agent reserves the right to rescind the tenancy agreement on this basis. The Landlord and The Agent accepts no liability in case of contract rescinding or from delays in you moving in.

Rent is due from the contract start date on this tenancy agreement and as per your payment plan which you will receive separately. Rent is due from this date irrespective of when you are permitted to move in.

For a joint tenancy, ALL TENANTS must have paid the due rent before any tenants can move in.

**SAMPLE TENANCY AGREEMENT**

1. Particulars

1.1 **Date**

1.2 **Parties** This Agreement is made between:

1.2.1 Landlord

1.2.2 Tenant

1.3 **Property**

1.4 **Term** 12 months

1.5 **Rent**

From	To	Total Rent
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Rent to be paid as per payment plan which forms Annex A of this agreement.

1.5.1 For student rented properties, over the summer months of July and August rent will be due at 50% of the normal full monthly rent. The first rental payment is due for payment at the commencement of the tenancy and prior to occupation, or unless otherwise specified \_\_\_\_\_

1.5.2 For student houses it is expected most tenants will move in on the 1st September. If you intend to move in prior to this we request that you let us know, ideally 21 days of move in date, that you need to move in early.

1.5.3 For student properties if occupation is taken up during the summer months of July and August full rent will be due from the date of occupation.

1.6 **Deposit** Deposit of £ \_\_\_\_\_ to be paid by the tenant within 14 days of tenancy signing and before commencement of the tenancy agreement. The deposit will be held in accordance of clause 9.3

1.7 **Furniture** The furniture and effects which are in the Property and details of and Effects which are set out in the inventory signed by the Parties.

1.8 **Rights** The right to the shared use of such common facilities including any living room, kitchen and bathroom within the Property save for the other bedrooms not currently let or occupied exclusively by the other occupants in the shared house not party to this agreement.

1.9 **Services** The tenant agrees to pay for services as follows:

1.9.1 The rent shall include Gas charges

1.9.2 The rent shall include Electricity charges

1.9.3 The rent shall include Water charges

1.9.4 The rent shall include Internet Service

1.9.5 Any other services (Internet, Phone, ect) will be paid by the tenant unless specified here: \_\_\_\_\_

1.9.6 Any usage of services included in the rent as per clause 1.9.1 to 1.9.3 are subject to usage limits as per clause 7.6

2. Letting

2.1 The Landlord lets the Property to the Tenant for the Term on the provisions of this Agreement;

2.2 The letting includes the Rights in common with all others entitled to them

### 3. Statutory Provisions

This Agreement creates an assured shorthold tenancy under the Housing Act 1988 Section 19A (as inserted by the Housing Act 1995 Section 96(1)).

### 4. Definitions

In this Agreement:

- 4.1 “the Landlord” means the party to this Agreement so named in clause 1.2 and (where the context admits) deriving title under such party;
- 4.2 “the Tenant” means the party to this Agreement so named in clause 1.2 and (where the context admits) deriving title under such party;
- 4.3 “the Agent” means Topproperty Services of 337 Smithdown Road, Wavertree, Liverpool, L15 3JJ or any other duly authorized person, notified to the Tenant, who is acting from time to time on behalf of the landlord.
- 4.4 “the Property” means the property described in clause 1.3 and includes:
  - 4.4.1 any part of such property save for the exclusion described in clause 1.8;
  - 4.4.2 the fixtures, fittings and appliances in it
  - 4.4.3 the Furniture and Effects and any part of the Furniture and Effects;
- 4.5 “the Term” means the term described in clause 1.4;
- 4.6 “the Rent” means the rent set out in clause 1.5;
- 4.7 “the Deposit” means the deposit set out in clause 1.6;
- 4.8 “the Furniture and Effects” means the furniture and effects described in clause 1.7;
- 4.9 “the Rights” means the rights specified in clause 1.8;

### 5. Interpretation

In this Agreement:

- 5.1 the singular includes the plural and vice versa;
- 5.2 any obligation undertaken by more than one person is a Joint and Several obligation;
- 5.3 a reference to any one gender includes the other gender and the neuter;
- 5.4 a reference to a statute includes a reference to any statutory material amending or replacing it and any subordinate legislation made under it; and
- 5.5 the headings are for guidance only and shall not affect the meaning of this Agreement
- 5.6 The use of payment plans for named tenants on this agreement does not remove the Joint and Several liability under this agreement.

### 6. Tenant's obligations

The Tenant agrees with the Landlord:

#### 6.1. **To pay the Rent**

- 6.1.1 To pay the landlord the Rent at the times set out in clause 1.5 by means of a standing order or bank/online payment. Cash and cheque payments are not accepted.

#### 6.2 **To pay for Services**

To pay to the authorities to whom they are due the cost of gas, electric and water relating to the Property as per clause 1.9.

### 6.3 **To pay council tax**

To pay or to indemnify the Landlord against any council tax payable in relation to the Property under the Local Government Finance Act 1992 whether levied on the Landlord or the Tenant and any similar or substituted tax or imposition.

### 6.4 **To pay for services and interest**

to pay or to indemnify the Landlord against:

- 6.4.1 all charges for the connection and use of any telephone facsimile machine or similar devices at the Property;
- 6.4.2 the licence fees for any television on the Property, whether or not the Landlord supplies the television;
- 6.4.3 interest at the rate of 3% above the base rate from time to time of The Bank Of England on any sum payable under this Agreement that is not paid after the expiry of 14 days from its due date such interest to be calculated from and including the due date to but not including the date of payment (both before and after any judgment) PROVIDED THAT this clause shall not entitle the Tenant to withhold or delay payment of any such sum or affect the rights of the Landlord in relation to any non-payment;
- 6.4.4 the cost of the cleaning services that may be required to reinstate the Property to the same order that it was provided at the date of this Agreement to include the washing or cleaning of all curtains and carpets on the Property which have become soiled during the Term;
- 6.4.5 the Landlord's reasonable costs for the re-letting of the Property in the event that the Tenant vacates the Property prior to the expiration of the Term which will include the payment of Rent up and until the Property is re-let;
- 6.4.6 the Landlord's reasonable costs for replacing locks;
- 6.4.7 the Landlord's reasonable costs for getting replacement keys.
- 6.4.8 subject to the services provided (see clause 1.9) all charges for gas, electricity and water relating to the property exceeding the Landlord's limit as detailed in clause 7.6.
- 6.4.9 The Landlord's costs of £50 (inc VAT), or other reasonable costs if in excess of £50, for changes to tenancy agreements made at the request of the Tenant. (clause 6.4.9 - charging of legal fees)
- 6.4.10 the Landlord's reasonable administrative and legal costs for any breach by the tenant of the tenancy agreement.

### 6.5 **To look after the Property**

Subject only to the Landlord's obligations under the general law and to damage in respect of which clause 7.3 applies:

- 6.5.1 to keep the interior of the Property and internal decorations in good and clean condition and complete repair, in particular to vacuum clean and clean the bathroom and kitchen regularly;
- 6.5.2 to keep the Furniture and Effects in good condition and not to remove the Furniture and Effects from the Property;
- 6.5.3 to ensure that the Property is properly ventilated by opening windows and using extractor fans where fitted;
- 6.5.4 to keep any yard, garden area tidy and not to remove any trees and plants and keeping drains and pipes clean and clear;

### 6.6 **To allow the Landlord or the Landlord Agents**

To enter the Property at reasonable times of the day and on at least 24 hours prior notice (except in emergency) for any reasonable purpose (including by way of example and not by way of limitation);

- 6.6.1 so as to inspect the condition of the Property; and/or
- 6.6.2 so as to carry out the works to the Property which are not the responsibility of the Tenant;

6.6.3 for any purposes under the Gas Safety (Installation and Use) Regulation 1998;

**6.7 To use the Property only as a home**

To use the Property as a private dwelling house and not for any trade or business or any illegal or immoral purposes;

**6.8 Not to alter the Property**

6.8.1 not to pull down, add or alter to or in any way interfere with the constructions or arrangement of the Property and not to glue stick (including the use of Blu-tack) or otherwise fix anything whatsoever to the exterior or interior of the Property save in the case of picture hooks, the use of which will require the Landlord's or Agents prior written permission;

6.8.2 not to alter or change or install any locks on any doors or windows in or about the Property;

6.8.3 not to bring any property, furniture or household belongings into the Property which do not meet with the Furniture and Furnishings (Fire Safety) Regulations;

6.8.4 not to tamper with any fire precautions at the Property;

**6.9 Not to cause a nuisance and anti-social behaviour**

not to cause, or allow household members, or visitors to engage in anti-social behaviour, which means any conduct causing or capable of causing a nuisance or annoyance to the Landlord, other occupiers, neighbours or people engaging in lawful activity within the locality. (Examples of anti-social behaviour include failure to control dogs or children, leaving gardens untidy, not properly disposing of rubbish, inconsiderate use of the property, as well as more serious problems such as noise, violent and criminal behaviour, domestic abuse, the supply and use of controlled drugs, and intimidation, harassment or victimisation on the grounds of persons' race, sex (gender), sexual orientation, disability, age religion or belief, pregnancy or maternity status, socio-economic status)

**6.10 Not to deal with this Agreement**

not to assign or deal with this Agreement in any way and not to sub-let or part with the possession of the Property (it being understood that this Agreement is personal to the Tenant);

**6.11 To pass on formal notices**

to pass to the Landlord or to the Landlord's Agents within seven days of receipt any notice served on the Property (including by way of example and not by way of limitation notices under the legislation relating to party wall and town planning matters) and not to respond to any such notice except on the express instructions of the Landlord;

**6.12 To facilitate re-letting**

to allow the Landlord and those authorised by the Landlord to enter the Property at reasonable times of the day with or without prospective tenants and/or purchasers so as to facilitate the Landlord's re-letting or other disposal of the Property, having given The Tenant the notice required by law.

**6.13 Not to invalidate or make more expensive the Landlord's insurance**

not to do anything which shall or may cause the policy of insurance on the Property or any nearby Property to become void or voidable or the premium on any of such policies to be increased;

**6.14 Not to keep animals on the Property**

not to keep any animals birds or other living creature on the Property

**6.15 To inform the Landlord of disrepair**

to notify the Landlord promptly 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 at the Property

**6.16 What to do when the tenancy ends**

At the end of the tenancy created by this Agreement:

6.16.1 to give the Landlord vacant possession;

6.16.2 to return to the Landlord all keys relating to the Property;

6.16.3 to remove all personal possessions and refuse;

6.16.4 to put each of the items comprised in the Furniture and Effects in to the respective locations in the Property in which such items were on the date of this Agreement;

#### 6.17 **Data protection**

To agree for the disclosure to third parties of my contact information to allow The Agency or The Landlord to carry out it's duties in the management of the property and tenancy. This third party can include, but is not limited to, referencing agencies; local authorities; utility companies; and contractors who are carrying out maintenance or property services on behalf of The Agency or The Landlord. Our full privacy policy can be found at <https://topproperty-services.com/privacy>.

#### 6.18 **Receiving of notice**

To agree to accept the service of notice by electronic means, such means to include email.

#### 6.19 **Contact details**

To update The Agent or The Landlord with new contact details (email and phone number) if these change, and to notify The Agent or The Landlord of any address or contact detail change of relevant persons to the contract, including but not limited to any person giving a guarantee to your tenancy.

### 7. Landlord's obligations

The Landlord agrees with the Tenant:

#### 7.1 **To allow the Tenant quiet enjoyment**

to allow the Tenant to possess and enjoy the Property without interruption from the Landlord except in so far as the Landlord is entitled to do so under this Agreement;

#### 7.2 **To pay charges not the responsibility of the Tenant**

to pay and indemnify the Tenant against all charges relating to the Property except those which the Tenant has expressly agreed to pay; and;

#### 7.3 **To carry out statutory repairing obligations**

to observe and perform the covenants implied in this Agreement by the Landlord and Tenant Act Section 1985 Section 11 (such covenants being by way of assistance to the parties only and without seeking to alter the effect of such Section to keep in repair the structure and exterior of the Property, the installations for the supply of water, gas, electricity, space heating and heating water and the installations for the purposes of sanitation);

#### 7.4 **To Insure**

To keep the Property insured against fire and other usual comprehensive risks as long as insurance cover is available;

#### 7.5 **To Maintain and Repair**

To maintain and repair and to keep in proper working order all installations contained in the property for supply of water, gas and electricity and for the use therefore including central heating installations and other electrical equipment and to ensure that all gas appliances within the property are checked by Gas Safe Registered technician every year, in line with the Gas Safety (Installation and Use) Regulations 1988 provided the tenant shall indemnify the Landlord in respect of the cost of repairs to such installations resulting from misuse of the same by the Tenant or the Tenants invited guest.

#### 7.6 **To Pay for Services**

To pay the authorities to whom they are due the cost of gas, electricity and water as per clause 1.9 relating to the Property subject to a monthly limit of £120 for student properties housing up to 3 tenants, with an extra £10 per calendar month for each additional student tenant, for all services as included in the rent per clause 1.9. The Landlord shall not be responsible for charges over and above this limit which are to be shared equally between the Tenants in accordance with clause 6.4.8;

### 8. Recovery of possession during the term

The Landlord may recover possession of the property during the term if:-

- the Tenant is more than 14 days late in paying the Rent (whether formally demanded or not) or is in breach

of any of the terms of this Agreement then (subject only to the provisions of the general law) the Landlord may recover possession of the Property and the tenancy created by this Agreement will then determine but all the Landlord's other rights and remedies will remain unaffected;

- the Tenant become bankrupt;
- any of the grounds listed in Schedule 2 of The Housing Act 1988 as amended under The Housing Act 1996 applies.

9. Agreed matters

The Landlord and the Tenant agree as follows:

9.1 **Services of notices on the Landlord**

For the purposes of the Landlord and Tenant Act 1987 Section 48 the Landlord notifies the Tenant that the Tenant may serve notices on the Landlord at the address set out in clause 1.2.1.

9.2 **Serving of notices etc by the Landlord or Agent**

The provisions of Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to any notice required to be served under this Agreement or any Act of Parliament. If the Landlord or the Agent delivers a Notice or document to the property (or the last known address of the Tenant if different) by hand or sends it by recorded or registered delivery or by first class post addressed to the Tenant then the Tenant will be treated as though they have received it.

9.3 **The Deposit**

the following terms relate to the Deposit:

9.3.1 Once fully paid by The Tenant, the deposit will be protected by one of the government authorised Tenancy Deposit Schemes – information regarding the deposit scheme used will be issued separately. The deposit shall be repaid to the Tenant (no interest payment will be payable to the Tenant) at the end of the Term but only once the Tenant has fully vacated the Property and paid all sums due under this Agreement and subject to the provisions of this clause 9.3.

9.3.2 the Landlord may retain from the Deposit an amount equivalent to any sums payable by the Tenant under this Agreement but not paid (whether or not a formal demand has been made) and an amount equivalent to any expense incurred by the Landlord resulting from any failure by the Tenant to observe and perform the Tenant's obligations under this Agreement;

9.3.3 this clause 9.3 shall not entitle the Tenant to withhold or delay payment of any sum due under this Agreement; and

9.3.4 the rights and remedies of the Landlord under this clause 9.3 are additional to and not in substitution for other rights and remedies.

9.4 **Jurisdiction of Court In Case of Dispute**

9.4.1 In compliance with Civil Jurisdiction and Judgments Act 1982 paragraph 12 of Schedule 4 to that Act the parties agree to confer jurisdiction to the courts of England and Wales should any dispute arise under this agreement.

9.4.2 Parties to this agreement agree that if court action is required due to breach of the tenancy (for example non payment of rent) the venue for court action will be at the county court closest to The Property as per clause 1.3, or at the court venue requested by the landlord.

**AS WITNESS**

the hands of the parties hereto was here unto affixed the day and year first before written

Signed by Landlord .....

Witnessed By: .....

