

RICS Agreement for the Creation of an Assured Shorthold Tenancy (England and Wales only)

SECTION A - BASIC TERMS

The parties to this Agreement hereby agree that the attached RICS Model Terms and Conditions together with any amendments or variations made by the parties to the Model Terms and Conditions shall apply along with and subject to the following:

Date of this Agreement: 16th June 2017

The Parties:

The Landlord:
(Full name and address)

Office A, Empire Building, Trafalgar Ind Estate,
Downham Market, PE38 9SW

The Tenant:
(Full name and address)

Tenant Contact Address and
Phone Number for after the
Tenancy (For the purposes of
deposit registration)

Post Code: Phone:

Address of the Property
(as described in Schedule I):

The Landlord's Agent
Town & Country Letting Agents,
Empire Building, Trafalgar Ind Est, Downham Market, PE38 9SW
Tel: 01366 321048

The Subject of the Letting

- Schedule I The Property
- Schedule II The Contents (fixtures, furniture, equipment and effects) and their Condition
- Schedule III The Schedule of Condition of the Property



**YOU SHOULD READ THIS
THOROUGHLY BEFORE YOU SIGN IT**

The (Fixed) Term of Tenancy:		12 months	
Commencing on:		XXXXXX	
Deposit: £	XXXX	To be held as Stakeholder	(see Clause 4)
Expiring on:		XXXXXXXX	
Responsibility for water and sewerage charges:		Tenant	(See Clauses 2(2)(b) and 3(2))
Rent per calendar month:	£	XXXX	(see Clause 2)
Rate of interest is 3% above the base rate of:		Bank of England	(see Clause 5(2))
Day of month on which payable:		XXXXXX	(see Clause 1)
In accordance with Section 48 of the Landlord and Tenant Act 1987 the address for the service of Notices upon the Landlord (in England and Wales) is:		Town & Country Letting Agents	
		Empire Building	
		Trafalgar Ind. Estate	
		Downham Market, PE38 9SW	
Exclusions from the Tenancy (e.g. garage, garden or other facilities)			

SECTION B - INDIVIDUALLY NEGOTIATED TERMS

Any other variations from the attached Conditions or Clauses

No Smoking

No pets

The tenant shall not allow any plants or weeds to grow on or against the outside of the building.

Garden must be kept tidy, in particular hedges must not be allowed to get higher than present.

At the end of the tenancy the carpets and oven must be cleaned to a professional standard.

The tenant is responsible for monthly testing of smoke and CO detectors

Bulbs in any down-lighter fittings must only be replaced with LED bulbs.

Not to allow a "smart" meter to be fitted to the electrical installation.

No changes to fittings or decorations to be made without permission

Sample

SECTION C - STANDARD TERMS

Royal Institution of Chartered Surveyors' Standard Terms and Conditions for an Assured Shorthold Tenancy

1. The Rent

The Rent is payable in advance on the day of each month specified in this Agreement save that the first payment (or proportionate part of it) is to be made on the signing of this Agreement for the period to the day on which Rent should next be paid.

2. Tenant's Undertakings

You Are Required to Pay as Follows

- (1) *Rent*
To pay the Rent at the times and in the manner specified above whether demanded or not.
- (2) *Charges for Services and use of the Property*
 - (a) To pay all charges in relation to the supply and use of telephones, gas, oil and electricity during the Tenancy, and not to cause or permit any such services to be disconnected, altered or removed and to pay for any reinstatement, should this be necessary at the end of the Tenancy.
 - (b) To pay the Council Tax, water charges, and sewage charges payable in respect of the Property for the duration of the Tenancy, or any other Local Government or National Tax levied upon occupation or Tenancy.
 - (c) To pay for the licence fee of any television set in the Property whether belonging to the Landlord or the Tenant payable in respect of the Property for the duration of the Tenancy.
 - (d) To protect the Landlord from loss, arising from the Tenant's failure to comply with terms (a) to (c) above.
- (3) *Removal of Goods*
If the Property is incapable of re-letting or beneficial use because the Tenant has left substantial goods in the Property, the Tenant will be required to pay a sum equal to the Rent until such goods have been removed from the Property. The Landlord shall, upon proper notice, be entitled to remove and dispose¹ of any goods left by the Tenant in the Property and to recover the costs of storage and sale from the proceeds, with any balance to be paid to the Tenant.
- (4) *Landlord's Costs*
To pay the Landlord's or his Agent's reasonable costs in respect of any failure by the Tenant to fulfil his undertakings contained in this Agreement or any Superior Lease and insurance policy), whether for the payment of Rent or otherwise.

¹ In accordance with The Torts (Interference of Goods) Act 1977, sections 12 and 13

You Must Carry Out the Following Undertakings

- (5) *To Forward Notices*
To send to the Landlord or his Agents promptly all correspondence for the Landlord including notices, orders or proposals affecting the Property and served there by any person, body or authority (other than the Landlord or his Agents).
- (6) *Care of Property and Contents*
- (a) Not to damage, pull down, alter, add or in any way interfere with the construction or arrangement of the Property or the internal or external decoration or colours of it.
 - (b) To inform the Landlord or his Agents promptly of any occurrence, disrepair or damage, within the Tenant's knowledge, which might cause harm to the Tenant or other persons having lawful access to the Property.
 - (c) If the Landlord suffers any loss or damage directly arising from (a) and (b) above, they will seek redress and compensation using the normal means including court action. This does not remove the Landlord's liability under provisions of Section 4(2) *Defective Premises Act 1972*.
 - (d) If the Tenant wishes to carry out any redecoration of the Property, or any part of it, he must apply formally to the Landlord or his Agent for consent which will not be unreasonably withheld.
 - (e) If the Tenant requires contents insurance to cover their belongings against damage and ruin they should take it out at their own cost. In the case of fire or water leak or similar occurrence the Landlord's insurance will not cover the tenants possessions
- (7) *To Keep the Property*
- (a) To keep the interior decorations of the Property and Contents clean.
 - (b) To maintain the internal decorations to the condition described in Schedule III of the Condition of the Property, listed under Section A.
 - (c) In an emergency to take appropriate minimum remedial action to prevent further damage to the Property but not otherwise to arrange or carry out repairs without first giving the Landlord notice and a reasonable opportunity to carry out repairs himself.
- (8) *To Permit the Landlord entry to the Property*
- (a) To permit the Landlord, any Superior Landlord and all others authorised by them and their Agents, with or without workmen, and others at all reasonable times and with reasonable frequency during the Tenancy upon providing a minimum of 24 hours written notice (except in the case of emergency) to enter the Property for examining, maintaining or repairing the Property or any of the Contents, or the carrying out of safety inspections.
 - (b) To permit the Landlord, any Superior Landlord and all others authorised by them during the last two calendar months of the Tenancy:
 - i. at reasonable times of the day to conduct viewings of the Property with prospective purchasers or tenants by prior appointment;
 - ii. to put up and maintain in a conspicuous part of the Property a notice that it is to be sold, let or otherwise dealt with.
- (9) *Gardens*
- (a) To keep the garden and window boxes (if any) properly maintained, reasonably free from weeds, in a neat and tidy condition and any lawns properly mown and trees and shrubs pruned.
 - (b) Not to cut down or remove any trees or shrubs.
 - (c) Not to alter the layout of any garden without the Landlord's consent, not to be unreasonably withheld.

(10) *Glass*

To clean the windows inside and outside. To replace promptly any cracked or broken windows or door glass to the Property broken by:

- (a) The Tenants.
- (b) The Tenant's invitees or guests.

(11) *Plumbing*

The Tenant or any invited guests should not cause any obstruction or damage to any of the plumbing, including drains, pipes, sinks, lavatories or cisterns at the Property. (The Landlord has a legal duty to repair and keep them in proper working order.)

(12) *Chimneys*

The Tenant must only use any chimneys at the property with the Landlord's written consent.

(13) *Contents and Yielding Up*

- (a) At the end or sooner determination of the Tenancy to give up the Property and all additions to it and all the Contents (except such as the Tenant shall be entitled by law to remove) and the Contents specified in Schedule II or the articles substituted for the same in as good a state of repair and condition as they were at the beginning of the Tenancy (as detailed in Schedule III) (fair wear and tear excepted). Specifically where the hanging of pictures etc have marked the decoration, the decoration must be repaired so that there are no visible marks remaining.
- (b) To maintain in clean and acceptable condition throughout the term of the Tenancy the interior of the Property and the Contents.
- (c) At the end of the Tenancy leave the Contents in the rooms or places in which they were at the beginning of the Tenancy.
- (d) To test any smoke detector(s) located in the Property periodically and replace batteries as necessary at the Tenant's expense and report any fault to the Landlord or his Agents.
- (e) To attend or be represented at the inventory checkout which will be arranged for the last day of the Tenancy or by agreement on a day that is convenient to both parties.

You Must Not Contravene These Requirements

(14) *Use of the Property*

Not to carry on or permit to be carried on upon the Property any profession, trade or business and only to use the Property as a private residence for the Tenant and the Tenant's spouse or partner and children.

(15) *Improper Use*

Not to use the Property for illegal or immoral purposes nor to do or permit to be done any act or thing which may be or become a nuisance or cause damage or annoyance to the neighbours.

(16) *Insurance*

a) Not to contravene the terms of any insurance of the Property or do anything which would violate or increase the ordinary premium. (The Tenant must comply with the summary of the Conditions of the Landlord's Insurance on the Property)

(17) *Subletting/Sharing Occupancy*

Not to sublet, mortgage or charge the benefit of this Agreement or part with or share possession or occupation of the Property or any part of it or receive paying guests.

- (18) *Assignment*
- (a) Not to assign this Agreement without first asking the Landlord in writing for his consent. The Landlord will not unreasonably withhold or refuse consent. (Under the *Landlord and Tenant Act 1988* the Landlord must give an answer in a reasonable time.)
 - (b) The Landlord may impose conditions on consent to an assignment:
 - i. that the incoming Tenant signs an agreement with the Landlord to comply with the terms of this Agreement;
 - ii. either that the outgoing or incoming Tenant pays reasonable administration charges incurred by the Landlord in dealing with the assignment.
 - (c) Instead of consenting to an assignment, the Landlord may insist on granting a new Tenancy Agreement to an incoming Tenant, in which case the outgoing Tenant's obligations under this Agreement come to an end when the new Agreement is signed.
- (19) *Removal of Contents*
Not to remove the Contents specified in Schedule II, or any substituted Contents from the Property.
- (20) *Leaving the Property Unoccupied*
- (a) Not to leave the Property vacant or unoccupied for a period in excess of 28 consecutive days without formally notifying the Landlord or his Agents.
 - (b) When the Property is left unattended to fasten securely all locks and bolts fitted to doors and windows and activate any burglar alarm system fitted in the Property. During the winter months to take adequate precautions to avoid damage by freezing.
- (21) *Locks and Keys*
- (a) Not to alter, 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 (such consent not to be unreasonably withheld) of the Landlord or his Agents.
 - (b) To deliver to the Landlord or his Agents at the end of the Tenancy all keys whether original or additional. In the event that any such keys have been lost, the Tenant shall pay to the Landlord on demand reasonable costs incurred by the Landlord in replacing the locks to which the lost keys belonged.
- (22) *Advertisements*
Not to affix or exhibit any form of advertisement at the Property, including placards, signs or posters.
- (23) *Storage of Inflammable Goods*
Not to store in the Property any oil, paraffin or bottled gas.
- (24) *Fire Hazards*
Not to use portable appliances fuelled by oil, paraffin or bottled gas. Not to use any naked flame in the Property.
- (25) *Animals*
Not to keep any animals on the Property without the consent in writing from the Landlord or his Agent, such consent not to be unreasonably withheld. When permission is given for the keeping of animals such consent may be withdrawn with proper notice and reasonable justification.
- (26) *Washing*
Not to hang or allow to be hung any clothes or other articles on the outside of the Property, except in the areas (if any) designated for the purpose.

- (27) **Heating and Ventilation**
To keep the Property at all times well and sufficiently aired and warmed in order to prevent damage from condensation.
- (28) **Aerials**
Not to erect or permit to project outside the Property any wireless or television aerial or satellite dish or other construction without:
(a) Landlord's consent, not to be unreasonably withheld, and
(b) Landlord's agreement to the form of installation.
- (29) **Telephone**
Not to allow the existing telephone number to be changed or transferred and not to obtain additional lines without prior written approval from the Landlord. Such approval not to be unreasonably withheld.
- (30) **Vehicles**
Not to park on the property any untaxed, uninsured or unroadworthy vehicle or heavy goods vehicle or commercial vehicle nor park (or permit to be parked thereon) any caravan, mobile home, house on wheels, campervan or any similar type of vehicle.

3. The Landlord's Obligations

- (1) **Quiet Enjoyment**
During the Tenancy the Tenant may quietly enjoy the Property without any unlawful interruption by the Landlord or any person claiming under or in trust for the Landlord.
- (2) **Charges for Services and use of the Property**
Except for costs due to the Landlord under this Agreement and except for the undertakings referred to in Clause 2(2) above, the Landlord will protect the Tenant from loss in respect of other charges arising out of the use of the Property during the Tenancy.
- (3) **Repairs**
(a) To keep in reasonable repair the Contents (see Schedule II, under Section A).
(b) To keep in repair the structure and exterior of the Property and keep in repair and proper working order the installations in the Property for the supply of water, electricity, gas and sanitation and the installations in the Property for space heating and heating water, in addition to the maintenance of all mechanical and electrical appliances, which form part of the Contents of the Property.
- (Section 11 of the *Landlord and Tenant Act 1985* imposes repairing obligations on the Landlord which he must comply with. The Tenant should also know that to 'keep in repair' means that the Landlord must carry out repairs even if the disrepair existed at the date the Tenancy was granted. The Tenant may wish to consult a solicitor or Citizens Advice Bureau if they are unsure as to the Landlord's obligations.)
- (4) **Insurance**
(a) To insure, or to use reasonable endeavours to ensure that the Superior Landlord insures the Property and the contents against loss or damage by fire and all other normal risks.
(b) Should any part of the Property be damaged or destroyed by the insured risks and thereby rendered unfit for human habitation during the Tenancy and so long as the Landlord's insurance policy has not been invalidated by any act or default of the Tenant, the Rent hereby reserved, or a fair proportion thereof according to the nature and extent of the damage sustained, shall be suspended until the Property shall again be rendered fit for human habitation.

(Note that the Landlord does not insure the Tenant's own belongings in the Property. The Tenant should take out his own insurance to cover his own belongings.)

4. The Deposit

(1) *The Deposit*

- (a) The Deposit of is paid by the Tenant to the Landlord's Agent
- (b) During the Tenancy the Deposit is held by the Agent as Stakeholder. The Agent is a member of a Tenancy Deposit Scheme.
- (c) Any interest earned will belong to the Agent.

(2) *Use of the Deposit*

- (a) The Deposit shall be available after the end of the Tenancy and with the written consent of both parties to set against any breaches of the Agreement, including:
 - i. any damage, or compensation for damage, to the Property 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 and the age and condition of each and any such item at the commencement of the Tenancy;
 - ii. the Landlord's reasonable costs or damages caused directly by the major breach of the Agreement by the Tenant of the Tenant's obligations, including those relating to the cleaning of the Property and its fixtures and fittings.
 - iii. any unpaid accounts for utilities, water charges, sewerage, environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable;
 - iv. any outstanding 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.

(3) *Protection of the Deposit*

- (a) The Deposit is safeguarded by a Tenancy Deposit Scheme, which is administered by Tenancy Deposit Solutions Limited:

The Scheme Administrator
Hamilton Fraser Insurance
3rd Floor Kingmaker House
Station Rd
New Barnet
Hertfordshire
EN5 1NZ

Phone 0871 703 0552

A Leaflet containing further information is attached to this Agreement as Annex 1

(4) *At the end of the Tenancy*

- (a) 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.
- (b) 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.

- (c) If Landlord/Agent and the Tenant are unable to agree the allocation of the Deposit then the Tenant must notify the Tenancy Deposit Scheme of the dispute and upon agreement of the parties the schemes dispute resolution service will arbitrate the claim free of charge. Refer to the leaflet attached to this Agreement as Annex 1 for further information on Tenancy Deposit Scheme and how to use the dispute resolution service. The agent will then transfer the deposit to the Tenancy Deposit Scheme for distribution or otherwise in accordance with the scheme rules.
- (d) The statutory rights of the Landlord and the Tenant to take legal action through the County Court remains unaffected by clauses 4a to 4d above.

(6) *Other Terms*

- (a) The holding and use of the Deposit shall not affect any other rights and remedies available to the Landlord under the terms, whether express or implied, of this Agreement.
- (b) The Deposit cannot at any time during the Tenancy be treated or regarded by the Tenant as a payment on account of payment of Rent or other sums payable.

5. It is Further Agreed That

(1) *Inventory Check*

At the end of the Tenancy there will be an inventory check to which the Tenant will be invited to attend. If neither the Tenant nor his representative attends the inventory check without a reasonable excuse, the Landlord or his Agent may assess in the absence of the Tenant any sums due for damage to the Property or Contents.

(2) *Interest on Late Payment*

If any Rent or other money payable by the Tenant to the Landlord under the provisions hereof shall not be paid on the day on which it became due, the same shall be payable with interest thereon at the rate specified in this Agreement from 14 days after the date it became due, until the date payment is received.

(3) *Joint and Several Liability*

Obligations to be undertaken by more than one person are joint and several obligations, which means that each Tenant is individually responsible for the Tenant's undertakings and restrictions in this Agreement and each Landlord is individually responsible for the Landlord's obligations in this Agreement.

(4) *Interpretation*

Within this Agreement:

- (a) 'The Landlord' includes the persons for the time being entitled to the Property at the end of the Tenancy.
- (b) 'The Tenant' includes the persons deriving title under this Agreement.
- (c) 'The Contents' mean those specified in Schedule II to this Agreement.
- (d) The condition of the Contents and of the Property is that stated in Schedule II and III of this Agreement.
- (e) 'Rent' includes any payment in settlement of Rent whether by cash, cheque or other means either by the Tenant to this Agreement or by any other party. In the latter case the person making payment shall be assumed to be acting as Agent for and on behalf of the Tenant and such payment will not create any additional interest or Tenancy in the said Property other than for the Tenant named.
- (f) 'The Property' includes any references to any part or parts of the Property excluding any part or parts specifically referred to in the Agreement.

- (5) The acceptance of Rent after the Tenant has breached any of his obligations contained within this Agreement shall not prejudice the Landlord's right to enforce compliance with this Agreement.
- (6) *Costs of Agreement*
If the Tenant requests a variation to or early termination of this Agreement the Tenant pays to the Landlord or his Agent the reasonable charges for fulfilling the request.

6. Recovery of Possession

- (1) The following clauses set out the ways in which the Landlord may recover possession of the Property. (If either party is unsure of their rights or requires further clarification they should consult a solicitor or their local Citizens Advice Bureau.)
- (2) If the Property remains the Tenant's only or principal home:
 - (a) This Tenancy may be brought to an end before the expiry of the term and the Landlord is entitled to seek possession if grounds 2, 8, 10, 11, 12, 13, 14, 14A, 15 or 17 under Schedule 2 of the *Housing Act 1988* are made out. (See www.opsi.gov.uk for the text of the *Housing Act 1988*.)
 - (b) To bring the Tenancy to an end before the expiry of the term the Landlord must first serve on the Tenant a notice seeking possession under Section 8 of the *Housing Act 1988*. (Where the Landlord relies on any ground other than grounds 2 to 8, the court will only order possession against the Tenant where it is reasonable to do so.)
 - (c) After six months or on the day the Tenancy expires (whichever is later) or at any time after that, the Landlord is entitled to possession as of right. (The Landlord must give two months' notice under Section 21 of the *Housing Act 1988*)
- (3) If the Tenant does not live in the Property as his only or principal home, or for any other reason this Agreement is not an assured shorthold, then if at any time:
 - (a) any money payable under this Agreement remains unpaid for 14 days after becoming payable (whether formally demanded or not); or
 - (b) if the Tenant is in breach of any of the terms of this Agreement, then the Landlord may re-enter the Property (or part of it) and upon re-entry the term of the Tenancy shall come to an end. (If any person is living in the Property, then the Landlord can only 're-enter' by starting court proceedings and obtaining a court order. The court may permit the Tenant to keep this Agreement if the Tenant puts right any breach of it.)

7. Provisions for the Serving of Notices

- (1) *Provision for the serving of notices by the Landlord or Agent*
Are that if the Landlord or the Agent deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Premises by 5pm or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on that day; or if the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Premises or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.
- (2) *Provision for the serving of notices by the Tenant or his agent*
Are that if the Tenant or his agent deliver by hand by 5pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified for service of Notices under the Landlord and Tenant Act 1987 or the last

known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day; or if the documents or Notices are sent by ordinary first class post addressed to the Landlord at the address specified for service of Notices under the Landlord and Tenant Act 1987 or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later.

8. Termination of the Tenancy by the tenant

- i. When terminating the tenancy at the end of the fixed term (as specified in this agreement) the Tenant agrees to deliver notice in writing before the final month of the term, such notice to expire on the last day of the fixed term of the tenancy. Where notice is not give by either Party then the Tenancy will continue as a contractual periodic tenancy in accordance with the Housing Act 1988 (as amended).
- ii. If a periodic tenancy has arisen after the final date of the fixed term and the Tenant wishes to terminate that tenancy, the Tenant agrees to deliver at least one clear calendar month's notice in writing, such notice to expire on the last day of the month following the month in which notice has been properly given.

9. Rent Increases

- (1) If a periodic tenancy has arisen the Landlord may after 12 months from the commencement of the original term increase the rent at any time or times, based upon what might reasonably be achieved in the open market at the review date, giving at least one calendar months notice.

10. The Schedules

Schedule I	The Property
Schedule II	The Contents (fixtures, furniture, equipment and effects) and their Condition
Schedule III	The Schedule of Condition of the Property

11. Annexes

Annex I	Leaflet: Tenancy Deposit Solutions - Information for Tenants
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Signed and Witnessed by the Parties Hereunder

**Signed by the
Landlord's
Authorised Signatory**

Signature: _____

(Name in CAPITALS): _____

(as Agent for Landlord)

Signed by the Tenant(s):

Signature: _____

(Name(s) in CAPITALS)

1. _____

2. _____

3. _____

4. _____

(NOT TO BE USED FOR AGREEMENTS OF THREE YEARS OR MORE WHICH MUST BE SIGNED AS A DEED)

Sample