



ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a residential dwelling

Important Notes for Tenants

- ✓ This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.
- ✓ Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually.
- ✓ If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
3. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
4. Section 11, Landlord and Tenant Act 1985 – these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. This agreement has been drawn up after consideration of the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements.

THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Acts

Date: The date will be inserted here

Landlord(s): The landlord's name will be inserted here

Landlord's Agent: JNR Properties

89 Woodville Rd

Cathays Cardiff

CF24 4DX

Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address

Tenant(s): The tenant(s) name(s) will be inserted here

Property: The dwelling known as: The property address will be inserted here

Contents: The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory

Term: The tenancy length will be inserted here commencing on The tenancy start date will be inserted here

Rent: £The rent will be inserted here monthly

£The summer retainer amount will be inserted here 'Summer Retainer' paid monthly for July 20xx *
See special Conditions Clauses 22, 23 & 24 for details

Payment: in advance by equal payments on the 1 st of each month, payable by bank transfer to 36188685 23-05-80, JNR Property Management LTD.

Deposit: A deposit of £The deposit amount will be inserted here is payable on signing this Agreement. It is protected by the following scheme: The scheme provider's name will be inserted here

1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above

2. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to pay and compensate the Landlord for the reasonable costs of any breach of those obligations. It is specifically agreed that this money is not to be used by the Tenant as payment for any rent due under this agreement. No interest shall be payable on this Deposit. Upon the conclusion of the tenancy, the balance of the Deposit will be returned to the Tenant within 10 days of the Landlord (or his Agent) and the Tenant agreeing how much of the Deposit is to be returned to the Tenant, subject to the requirements stated in clauses 10 and 11 of the Special Conditions of this Tenancy Agreement. During this time, the Deposit will remain protected by the Deposit Scheme stated previously within this Agreement. If an agreement over the return of the Deposit cannot be reached, the matter will be referred to the Deposit Scheme's Alternative Dispute Resolution (ADR) procedure, subject to the approval of both Landlord (or his Agent) and the Tenant.

The Tenant agrees with the Landlord:

3. Rent & charges

(3.1) To pay the Rent on the days and in the manner specified to the Landlord's Agent

(3.2) To pay promptly to the authorities to whom they are due, council tax, water and sewerage charges, gas, electric and telephone (if any) relating to the Property, where they are incurred during the period of the agreement, including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected. The Tenant agrees to notify the Landlord prior to changing supplier for any of the utility services stated above

(3.3) That in the case of a breach of the terms of the tenancy by the Tenant, a reasonable administration charge may be made in addition to the costs of any remedial work, in order to compensate the Landlord or Agent his reasonable expenses

4. Use of the Property

(4.1) Not to assign, or sublet, part with possession of the Property, or let any other person live at the Property except that during the fixed term of the tenancy the Tenant may assign or sublet with the Landlord's express consent which will not be unreasonably withheld. Such consent, as a variation of the tenancy agreement, to be agreed in writing

(4.2) To use the Property as a single private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so

(4.3) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property

(4.4) Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage, or annoyance to a person residing, visiting or otherwise engaged in lawful activity or the occupiers of the neighbouring premises

(4.5) Not to keep any cats or dogs at the property and not to keep any other animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbours) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord

(4.6) Not to use the Property for any illegal or immoral purposes

(4.7) Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the restrictions in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached

5. Repairs

(5.1) Not to damage the Property and Contents or make any alteration or addition to the property without the written permission of the Landlord not to be unreasonably refused

(5.2) To keep the interior of the Property and the Contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted, and to keep the Property reasonably aired and warmed

(5.3) To pay the reasonable costs reasonably incurred by the Landlord or his Agent in replacing or repairing any furniture or other contents, lost, damaged or destroyed by the Tenant or, at the option of the Landlord, replace immediately any furniture or other contents, lost, damaged or destroyed by the Tenant, and not to remove or permit to be removed any furniture or other contents from the property

(5.4) That the Landlord or any person authorised by the Landlord or his Agent may at reasonable times of the day on giving 24 hours' written notice, (unless in the case of an emergency) enter the Property for the purpose of inspecting its condition and state of repair.

(5.5) To keep the gardens (if any) driveways, pathways, lawns, hedges and rockeries as neat, tidy and properly tended as they were at the start of the tenancy, and not remove any trees or plants.

(5.6) To replace all broken glass in doors and windows damaged during the tenancy where the damage has been caused by the Tenant, a member of the Tenant's family or their guests

(5.7) 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, such consent not to be unreasonably withheld, and the cost of providing a set of keys for the Landlord or his agent to be met by the Tenant

(5.8) To notify the Landlord or Landlord's Agent promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property

(5.9) Not to affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause damage

(5.10) To take all reasonable precautions to prevent damage by frost

(5.11) In order to comply with the Gas Safety Regulations, it is necessary: a) that the ventilators provided for this purpose in the Property should not be blocked b) that brown or sooty build up on any gas appliance should be reported immediately to the Landlord or Agent

(5.12) Not to cause any blockage to the drains, pipes, sinks or baths

(5.13) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent

(5.14) That the Tenant shall be responsible for testing all smoke detectors (if any) fitted in the Property on a regular basis and replace the batteries as necessary

6. Other tenant responsibilities

(6.1) Within seven days of receipt thereof, to send to the Landlord all correspondence addressed to the Landlord or the owner of the Property and any notice, order or proposal relating to the Property (or any building of which the Property forms part) given, made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority

(6.2) To pay the Landlord fully for any reasonable costs or damage suffered by the Landlord as a consequence of any breach of the agreements on the part of the Tenant in this Agreement

(6.3) To permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at reasonable hours in daytime to enter and view the Property with prospective tenants or purchasers, having first given the Tenant a reasonable period of notice

(6.4) That where the Property is left unoccupied, without prior notice in writing to the Landlord or Agent, for a prolonged period, the Tenant has failed to pay rent for that period, has shown no intention to return, the Tenant is deemed to have surrendered the Tenancy. This means that the Landlord may take over the Property and re-let it

(6.5) To properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended and where the Property is left vacant for more than 28 consecutive days and the rent is paid, to notify the Landlord or his agent, and to allow him access to the property in order to secure it where necessary

7. End of tenancy

(7.1) To return the Property and Contents at the end of the tenancy in a clean state or condition

(7.2) To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy

(7.3) To return the keys of the Property to the Agent on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Agent in securing the Property against re-entry where keys are not returned

8. The Landlord agrees with the Tenant that:

(8.1) The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent, however this does not preclude the Landlord from taking action through the courts should the Tenant fail to pay the rent due or be in breach of the Tenancy Agreement

(8.2) The Landlord will return to the Tenant any rent payable for any period during which the Property may have been rendered uninhabitable by fire or any other risk which the Landlord has insured

9. Subject to the condition that a Landlord must obtain a court order for possession of the Property before re-entering the premises; if the Tenant does not:

(a) pay the rent (or any part of it) within 14 days of the date on which it is due; or

(b) comply with the obligations set out in the agreement, then the landlord may re-enter the Property and end the Tenancy.

This right must be exercised in the correct way through the Courts and only the Court can order the Tenant to give up possession of the Property 10. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 (see note 4)

11. In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"The Landlord" includes the persons who during the period of the tenancy have a legal interest in the property

"The Tenant" includes those who might inherit the tenancy. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually. Joint and several liability means that any one of the members of a party can be

held responsible for the full rent and other obligations under the agreement if the other members do not fulfil their obligations

12. The parties agree:

(12.1) Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home; or intends to occupy the Property as his or her only or main home

(12.2) The tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988

(12.3) Before the Landlord can end this tenancy, he shall serve any notice(s) on the Tenant in accordance with the provisions of the Housing Acts. Such notice(s) shall be sufficiently served if served at the last known address of the tenant in accordance with section 196 of the Law of Property Act 1925 (see note 5)

13. The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto

THE FIRST SCHEDULE

1. Schedule of additional tenant charges that may arise during the Tenancy period.

(a) A charge of £20 inc VAT will be made to the Tenant should the Landlord or Landlord's Agent write to the Tenant as a result of a direct breach of any of the covenants on the part of tenant herein contained, such as avoidable or purposeful damage to the property, or neglect.

(b) All rent payments will need to be made via Direct Debit/Standing Order on the 1st of each month, a fee of £25 will be applied to overdue rent payments, if late payment and fail to pay on the 1st.

(c) The Tenant agrees with the Landlord that, should the Tenant wish to end the Tenancy before the end of the fixed term and JNR Properties or the current tenancy agreement holders are required to find a replacement Tenant to fulfil the remainder of the term, a one-off charge of 60% of the total monthly rent will be applied to the Tenant; payable before the Property is re-advertised. The Tenant is fully responsible for their tenancy obligations until the new Tenant has signed a tenancy agreement.

(d) A charge equivalent to the cost of replacement keys/fobs/parking permits will be issued to the Tenant for the nonreturn of any keys/fobs/parking permits at the end of the tenancy or for the replacement of lost keys/fobs/parking permits during the course of the tenancy.

(e) A charge of £15 inc VAT will be made to the Tenant each time the Landlord's Agent has to write to the Tenant regarding any unreturned keys/fobs issued on a temporary loan to the Tenant during the tenancy.

(f) A charge of £50 inc VAT will be made to the Tenant should they miss an appointment pre-arranged by the Landlord Agent's and/or Landlord, such as arranging to carry out remedial work or an inspection at the Property, and the Tenant subsequently refuses entry or isn't home to allow entry, resulting in charges to the Landlord.

(g) A charge of £40 inc VAT will be made to the Tenant as a result of the Landlord or Landlord's Agent arranging for somebody to attend the Property at the request of the Tenant, such as but not limited to a plumber, electrician, builder or glazier, when the need for a call-out was caused by the

Tenant. The Tenant will also be liable to pay the relevant person's call-out, labour and materials charge.

(h) IF one or more, but not all, of the named occupants wish to vacate the Property and end their obligations under the Tenancy before the end of the fixed-term, the Landlord agrees providing the outgoing or remaining occupant(s) source adequate replacement occupant(s) and pay the sum of £120 where up to two occupants are named on this Tenancy, plus £50 for every additional named occupant on this Tenancy. The adequacy of the replacement occupant(s) will be determined by the Landlord.

2) Activities which represent an increased risk of fire are strictly prohibited. This includes, but is not limited to, the use of deep fat fryers and smoking. The tenant agrees not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the property.

3) On issue of an Inventory of the Statement of Condition of The Property at the beginning of the Tenancy, Tenants should check, sign and return the document. If the Inventory is not returned within 7 days of issue the Inventory will be assumed to portray an accurate description of the Contents and Condition of The Property. If no Inventory is provided by JNR Properties, The Tenant will carry out his or her own Inventory and present it to JNR Properties for agreement and signing.

4) Notice shall be considered sufficiently served by the Landlord or Tenant should it be sent by 1st or 2nd registered or recorded delivery post (if the letter is not returned undelivered) with an allowance of a two working day period for delivery.

5) Bicycles are not permitted in either the properties themselves or any communal passageways. Any bicycles found obstructing fire exits will be removed immediately and left outside the property at the tenant's risk.

6) The tenant agrees that in relation to the Utility Accounts for the property to include, Gas, Electricity, Water and Council Tax to waive their rights to data protection and allows the landlord or his agent can contact the utility companies on their behalf and where necessary give the companies contact details to allow initial accounts to be created or bills to be finalised on the behalf of the tenants.

7) The Tenant must ensure that should they or the landlord provide a television in the property the Tenant is responsible for any Television Licence charges unless otherwise stated in the tenancy agreement.

8) The property must be kept in a cleanly state at all times. Uncleanliness adds unnecessary wear to soft furnishings, carpets and décor, amongst other things, and substantially shortens the lifespans of said items. Should it be noted during the course of the tenancy that the property is not being kept in a satisfactory state, the Landlord or his Agent reserves the right to instruct a clean at the Tenants' immediate expense. Additionally, should the property attract rats, mice or vermin due to uncleanliness, the tenants will be held responsible for any Pest Control services required.

9) If the Tenant reports any disrepair, damage or defect in the Property and it is deemed to be caused either directly or indirectly by the Tenant or through the actions of the Tenant; the Tenant will be held fully liable for payment to the contractor. If a contractor attends and finds the call out to be false or unnecessary, the Tenant will assume full responsibility of payment of a reasonable call out fee payable directly to the contractor.

10) Upon vacating the property, the Tenant is required to submit proof that he/she has paid the relevant utility bills up to and including the final day of the Tenancy, which includes any extension of the Tenancy Agreement that may have been agreed by the Landlord (or his Agent). The Deposit will not be returned until the terms of this clause have been met. Utility bills include Gas, Electricity, Water & Council Tax. If full-time students, Council Tax Exemption Certificates will be required from all Tenants.

11) All deposit monies returned in respect of this Tenancy Agreement will be the responsibility of the Tenant to distribute, as stated in the attached schedule signed by the tenants. The Tenant will represent the interests of all Joint Tenants and will act on their behalf in the deposit return process. The Tenant will also provide a forwarding address for all Joint Tenants.

12) Any items belonging to the tenant left at the property following the return of the keys to our office surrendering the tenancy or proceeding a 14 day period where an abandonment notice has been issued at the address will be removed from the property and disposed of. The cost of the removal may be attributed to the tenant.

13) If you believe your fire alarm is sounding falsely, or if the control panel shows a fault, please contact your agent or alarm installer. The alarm system will usually have to be re-set.

14) Any electrical equipment installed at the property by the tenants is done so at their own risk. Any irregularities noted by the tenants when using any of the electrical appliances provided by the landlord must be reported immediately and usage stopped.

15) In order to fulfil the terms of this contract, especially in ensuring repairs are completed swiftly, it is essential, where needed, that your JNR Properties passes on your contact information to authorised contractors so they can liaise with you for access to the property. Additionally, your JNR Properties has a legal obligation to inform the water board of who is occupying the property (Flood and Water Management Act 2010 and Water Industry Act 1991). As a legitimate interest to all parties, it may also be necessary to provide the local authority and/or utility companies with your tenancy and contact information if they request details on who is/was in occupation of the property. For further information on how JNR Properties stores and processes your information, as well as your rights.

16) Please ensure that any Fire Fighting Equipment provided is not tampered with or moved from its station unless for its intended use. Please contact your Agent should any of the equipment have been used or you notice any irregularities.

17) Unless otherwise expressly stated in this Agreement any garages, sheds, unconverted attics, basements and any other uninhabitable areas that fall within the property boundaries are not to be used by the Tenants and will not form part of this Agreement.

18) Tenants must ensure that all fire escape routes in the property are kept clear and unobstructed by any furniture or rubbish. Unwanted furniture, appliances or other items shall not be permitted to accumulate in these areas.

19) Tenants are to ensure that all common areas of the property including hallways, stairways, landings, communal kitchens, communal bathrooms or other communal areas including communal external court yards, gardens or porches shall be kept in a clean and tidy condition

20) Prior to the end of your tenancy you will be required to make a reservation for a 'Check out' appointment on your vacating day at our JNR Properties offices in order that an accompanied check

out inventory can be completed. At this time all keys will need to be surrendered (including any additional copies that may have been cut) to the JNR Properties staff present at the appointment.

21) The tenants confirm that a copies of the Energy Performance Certificate (EPC) and Gas Safety Certificate for the property named on this Tenancy Agreement have been made available for them to view and obtain prior to signing this Tenancy Agreement. Further copies of the EPC are available via <https://www.hcrregister.com/ReportRetrieve>. If the EPC shows that there is a current Green Deal in existence on the property, the tenants acknowledge that repayments towards the Green Deal will be reflected in the electricity bills. Copies of the Gas Safety Certificate can be obtained by emailing a request to maintenance@jnrproperties.co.uk or in person at any JNR Properties office.

22) Where a 'Summer Retainer' has been agreed for the months of July and/or August, the tenants are permitted to leave their belongings in the property but are NOT permitted to occupy the property without written permission from the landlord or Agent. Where occupancy is granted for any period within the summer retainer months, the full total rent is due for the entire period.

23) Where a 'Summer Retainer' has been agreed, keys will be issued for the purpose of storing belongings from 1st July on a day loan. All keys must be returned by the tenants by close of business the same day. No key copying is permitted by tenants during this period and any keys copied after the 1st September must be returned with all of the original keys at the end of the tenancy.

24) Any possessions left in the property during the 'Summer Retainer' period must be placed in one room of the property and clearly labelled 'New Tenants Belongings'. Items not clearly labelled will be presumed to be old tenants belongings and removed from the property and disposed of. The state and condition of the property must not be altered during the 'Summer Retainer' period and tradesmen/contractors may visit without the normal 24 hours notification.

25) Either during the fixed term of this agreement or should the Tenancy be extended on a periodic basis after the initial fixed term has ended, the tenant agrees to give at least one full months notice of their intent to vacate the property. The notice must be issued by the tenant in writing by recorded or registered mail to the address stated on the Tenancy Agreement as the Landlord/Landlord's agents address and must end at the end of a rent payment period, with the notice being no less than one month.

26) If your tenancy runs from the month of July, August or September to the following June, July or August, the tenancy and property will be classed as being on the student academic rota. Such is the early demand for property in the area, in the October immediately following your tenancy start date you will be asked if you intend to extend your tenancy beyond its initial fixed term. If you fail to respond or indicate your intention to leave, the property will immediately be readvertised.

27) The tenant will be responsible to fix or change any light bulbs or fluorescent tubes required during the tenancy

SIGNED by the LANDLORD(s) :-
(or the Landlord's Agent)

In the presence of :-

Name: _____

Address : JNR Properties, 89 Woodville Rd, Cathays, Cardiff CF24 4DX

Witness Signature _____

SIGNED by the TENANT(s) :-

Printed name:

Signature:

In the presence of :-

Name: _____

Address: JNR Properties, 89 Woodville Rd, Cathays, Cardiff CF24 4DX

Witness Signature _____

Dated: _____