

Assured Shorthold Tenancy Agreement

Assured Shorthold Tenancy within the meaning of the Housing Act 1988 as amended by the Housing ACT 1996.

This Agreement is subject to any manuscript amendments following negotiation between the Landlord and Tenant in relation to this Property. Such amendments will be signed or initialled by the parties prior to the grant of this tenancy. The Tenant understands that the Landlord will be entitled to recover possession when the Tenancy Period ends.

The Particulars:

THIS AGREEMENT IS MADE ON: XX DATE

THIS AGREEMENT IS MADE BETWEEN:

Landlord: Landlord's name

Address: C/O 60 Oxford Street, Manchester, M1 5EE. Telephone: 0161 228 6633 Email: hello@mapartments.co.uk

Agent/ Landlord's Agent: M-Apartments Limited

Address: 60 Oxford Street, Manchester, M1 5EE. Telephone: 0161 228 6633 Email: hello@mapartments.co.uk

The Agent will deliver all property management and tenant management services on behalf of the Landlord; The Agent will be the first point of contact for all property and tenancy related queries by the Tenant.

Notices: In accordance with Sections 47 and 48 of the Landlord & Tenant Act 1954, the Agent's name and address in England and Wales at which Notices (including Notices of Proceedings) may be served on the Landlord by the Tenant are as above.

AND Tenant:* (See Note)

Tenant name

AND IS MADE IN RELATION TO THE PROPERTY AT: Apartment

Together with contents, fixtures and fittings to the Property, including all matters specified in the Inventory.

THE MAIN TERMS OF THE AGREEMENT ARE:

Term

A FIXED TERM of XX months commencing and including XX.

Rent

The total rent payable per month is £XX.XX and is payable in advance in the following instalments:

The first payment of XX month's/months' rent in cleared funds in advance of the start of this Agreement and thereafter the sum equivalent to XX month's/months' rent should be paid in advance in instalments by standing order, cheque or cash commencing XX and at monthly/termly/specific dates intervals thereafter, unless agreed otherwise.

Deposit

A deposit of £XX.XX is to be paid in cleared funds on the signing of this Agreement and is held under the terms of an authorised tenancy deposit scheme (as per Clause 6 of this Agreement) the details of which will be made available to the Tenant by the Landlord within 30 days of the commencement of this Agreement.

*Note: All Tenants will be jointly and severally liable for the Tenant's obligations contained within this Agreement. In the event of nonpayment of Rent and/or other breach of the Agreement, any individual Tenant or group of Tenants may be pursued. This means that legal action may be brought against any one of any group of the Tenants. Notice to leave by any individual Tenant will also end the tenancy for all Tenants. The group of Tenants will be known collectively as "The Tenant" throughout the Agreement.

THE MAIN TERMS OF THE AGREEMENT CONTINUED:

Number of permitted occupiers

The maximum number of permitted people to occupy the Property is:

Utility, Council Tax and Charges for Services

Water charges:	Included
Electricity:	Included* (*subject to clause 1.5)
Television license:	Excluded
Telephone:	Excluded
Council Tax (or similar charge which replaces it):	Excluded
Other: (please state)	

Right to rent

It is a condition of this tenancy that you and anyone living in the Property must have a 'right to rent' as set out in Section 22 of the Immigration Act 2014.

The Landlord lets the Property and the Contents to the Tenant at the Rent for the Tenancy Period on the standard letting terms set out in this Agreement as varied or supplemented by any special letting terms.

1. Tenant's Obligations

The Tenant hereby agrees with the Landlord as follows:

- 1.1 Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any visitor to do or not to do the same thing.

Rent and Charges

- 1.2 To pay the Rent at the times and in the manner specified in the Particulars whether or not it has been formally demanded.
- 1.3 To pay the Utility, Council Tax (or similar charge which replaces it) and Charges for Services as specified in The Particulars.
- 1.4 To pay to the Landlord all costs and expenses, on an indemnity basis, incurred by the Landlord in:
 - 1.4.1 The recovery from the Tenant of any Rent or any other money which is in arrears.
 - 1.4.2 The enforcement of any of the provisions of this Agreement.
 - 1.4.3 The cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (reasonable wear and tear excepted).
 - 1.4.4 Any other monies owed by the Tenant to the Landlord.
 - 1.4.5 Compensation for the breach of any terms of this agreement.
- 1.5 Where electricity is included in the Rent payable, this is to the value of 5 units (Kwh) per person (named on this Tenancy Agreement) per day for the duration of the Tenancy Agreement. To pay for any energy usage over and above this value at the rate set by the energy provider.
- 1.6 To pay for costs incurred for using the 'out of hours' emergency maintenance service for a non-emergency. An 'emergency' is defined as a risk to life or damage to the fabric of the Property or Fixtures and Fittings contained in the Property.

Use of the Property

- 1.7 To occupy the Property as the Tenant's only or principal home.
- 1.8 Not to assign or sublet or part with or share possession of the Property or any part of it, or to allow the Property to be occupied by more than the maximum Number of Permitted Occupiers, without the expressed written permission of the Landlord (which will not be unreasonably withheld).
- 1.9 Not to carry on in the Property any trade, profession or business or receive paying guests or exhibit any poster or notice board so as to be visible from the exterior of the Property or use the Property for any other purpose other than a private residence for the Tenant and (if a Garage or Parking Space is specified in the Particulars) for the storage of a private motor car.
- 1.10 Not to use the Property or Building Common Parts for any immoral, illegal, unlawful or improper purposes.
- 1.11 Not to permit, allow or suffer to be done in or upon the Property or Building Common Parts anything which may be a nuisance or annoyance or cause or create any discomfort or inconvenience to the Landlord, Landlord's Agent or to other residents of the Building. This includes noise.
- 1.12 Not to commit any offence or behave in a manner which causes nuisance to other persons or endangers the Property, the Building Common Parts or the Building itself.

- 1.13 Not to use abusive, violent or threatening behaviour or be considered to cause a threat to staff or other residents.
- 1.14 Not to use any form of electronic or paper media to post, note, transmit, publish or send anything which could reasonably be considered to be abusive or threatening to another resident or the Landlord or Landlord's Agent.
- 1.15 Not be the subject of any allegations or antisocial, abusive or threatening behaviour that are proven, which may result in a report being made to the police.
- 1.16 Not to bring anything that may be dangerous, that may have a detrimental effect to other people's health and safety, or may cause damage to the Property or Building Common Parts.
- 1.17 Not to play any radio, television, audio equipment or musical instrument in or about the Property so as to cause nuisance to neighbours or other adjoining residents or people in the immediate area.
- 1.18 Not to change the supplier of the Utilities and Services as specified in The Particulars without the express written permission of the Landlord (which will not be unreasonably withheld).
- 1.19 Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such Services to the Property. This includes the installation of any pre-payment meter.
- 1.20 Not to bring into the Property any furniture or furnishings and other personal effects that do not meet the required safety standards.
- 1.21 Not to obstruct the common parts of the Building or any Shared Facilities or keep or leave anything in them.
- 1.22 Not to smoke or to permit a visitor to smoke tobacco or any other substance in the Property without the express written permission of the Landlord (which will not be unreasonably withheld).
- 1.23 Not to use or consume in or about the Premises during the continuance of this Tenancy any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may from this time on be prohibited or restricted by statute.
- 1.24 Not to keep any dangerous or inflammable goods, materials, or substances in or on the Property apart from those required for general household use.
- 1.25 Not to install, take into, use or keep in, the property any heater or like object which requires paraffin or other gaseous fuel, and not to burn candles in the Property without the express written permission of the Landlord (which will not be unreasonably withheld).
- 1.26 Not to keep any animals, reptiles, insects, rodents or birds on the premises without the express written permission of the Landlord (which will not be unreasonably withheld). At the end of the tenancy, the Tenant agrees to have the Property cleaned to a standard commensurate with the condition of the property at the commencement of the Tenancy. Where such consent is given, the Tenant will pay a fee to amend this Agreement.
- 1.27 Not to overload, block or damage any of the drains, pipes, gutters, wires, cables, channels or any apparatus or installation relating to the services serving the Property.
- 1.28 Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Property.
- 1.29 Not to bring in to the Property any electrical equipment which does not comply with relevant UK electrical regulations.
- 1.30 To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Property that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the tenancy.
- 1.31 To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated.
- 1.32 To test at regular intervals any battery-operated smoke alarms fitted in the Property and to replace any battery in any alarm which is found not to be working.
- 1.33 To adhere to all information, instruction, guidance and advice given by the Landlord or Landlord's Agent, whether written or verbal, including that provided by the Landlord or Landlord's Agent on signage, noticeboards or digital media at the Property or in the Building Common Parts and on the Landlord Agent's website at <https://mapartments.co.uk>. On the website in particular, this includes all published Tenant and Resident guides published including information guide and green living/energy guide.
- 1.34 To dispose only of toilet tissue down the toilets and any saniflo toilet systems located in the Property.
- 1.35 Not to do anything that may, in any way, affect the validity of the insurance of the Property and the items listed on the Inventory or cause an increase in the premium payable by the Landlord.
- 1.36 Not to park in any parking spaces at the Property or Building Common Parts without expressed permission from the Landlord or Landlord's Agent.
- 1.37 To keep and deliver the Building Common Parts and its furnishing, appliances and effects in good, clean and tidy condition after use and not to remove any of the furnishings and effects from the Building Common Parts and if any of the furnishings, appliances and effects are damaged, to pay the Landlord or Landlord's Agent on demand the amount or value of such loss or damage.
- 1.38 Not to tamper, force in any way open the windows of the Building beyond their restricted opening, which have been restricted

for Health and Safety or Environmental purposes.

Leaving the Property Empty

1.39 To advise the Landlord, by giving reasonable written notice, if the Tenant intends being absent from the Property for more than 14 days and provide actual dates the Property will be unoccupied. For any absence over 28 days the Tenant may agree that the Landlord should have access during the period to keep the Property insured and to take reasonable precautions to mitigate damage.

Condition of the Property

1.40 Unless written comments or amendments are received by the Landlord within 7 days of Tenancy commencement the Tenant acknowledges that the Inventory forming part of this Agreement is a true and accurate record of the Property and the Contents, including their condition, at the beginning of the Tenancy.

1.41 Not to damage the Property or make any alteration in or addition to it or the electrical or plumbing system.

1.42 Not to decorate or change the style or colour of the decoration whether it be internal or external, nor to erect any aerial or satellite dish without the express written permission of the Landlord (which will not be unreasonably withheld).

1.43 To keep the Property and Contents in a clean and tidy and proper condition at all times and in the same condition, cleanliness, repair and decoration as at the start of the Tenancy with allowance for fair wear and tear.

1.44 To take all reasonable steps to ensure that all taps for all washbasins, baths and showers in the Property are run for a minimum period of five minutes a week, and to regularly clean and disinfect showerheads so as to aid the prevention of Legionella. To agree to act upon reasonable recommendations made following the completion of a Legionella risk assessment by the Landlord or Landlord's Agent.

1.45 Not to remove any of the Contents from the Property without the express written permission of the Landlord (which will not be unreasonably withheld).

1.46 To clean the windows of the Property (where access is possible) as often as necessary.

1.47 To notify the Landlord as soon as reasonably possible, having regard to the urgency of the matter, of any defect in the Property which comes to the Tenant's attention.

1.48 To replace any light bulbs, fluorescent tubes, fuses or batteries, promptly and when necessary. In those cases that involve working at height (2m and above), a change to integrated light fittings or involve interfering with the Property's fixtures and fittings, then any replacement should be carried out by the Landlord.

Refuse at the Property

1.49 To keep the exterior and communal areas free from rubbish and place all refuse in the allocated receptacles for collection on the day for collection.

1.50 To dispose of all refuse in accordance with any directions made by the Landlord or Landlord's Agent, including instruction given on signage in the Building Common Parts and refuse areas.

1.51 To undertake disposal of refuse by placing refuse in the receptacles provided and, in particular, comply with any local authority recycling policy by using the correct containers provided for that purpose. To ensure that all general refuse that cannot be recycled is placed and kept inside a bin liner at the property before placing it in the refuse areas.

Letters and Notices

1.52 To forward any notice, order, proposal or legal proceedings affecting the Property or its boundaries to the Landlord promptly upon receipt of any notice, order, proposal or legal proceedings.

1.53 To forward all correspondence addressed to the Landlord at the Property to the Landlord within a reasonable time.

Access to the Property

1.54 To permit the Landlord or other persons authorised by them at all reasonable times after giving the Tenant at least twenty-four hours written notice (except in an emergency):

1.54.1 To enter the Property to examine the state and condition of the Property and Contents and to carry out repairs or maintenance to the Property or Contents and afford them all facilities so to do.

1.54.2 To enter and view the Property with prospective tenants or purchasers during the period of the tenancy.

Notice to repair

1.55 If the Landlord gives the Tenant any written notice to remedy a defect, for which the Tenant is responsible, the Tenant shall carry out the repair within one month of the date of the given notice.

Key and Alarm Codes

1.56 The Tenant agrees that the Landlord or Landlord's Agent shall hold a set of keys and that the Tenant shall not install or change

the door locks or alarm codes, without the express written permission of the Landlord (which will not be unreasonably withheld).

1.57 Not to have any keys cut for the locks to the Property without the express written permission of the Landlord (which will not be unreasonably withheld).

Tenant's Possessions

1.58 The Tenant is strongly advised to take out insurance with a reputable insurer for the Tenant's possessions as such possessions will not be covered by any insurance effected by the Landlord.

At the end of the Tenancy

1.59 At the end of the Tenancy the Tenant agrees to:

1.59.1 Give up the Property with vacant possession, no later than midday.

1.59.2 Give up the Property and the Contents in the same state of cleanliness, condition and decoration as it was at the commencement of the Tenancy (reasonable wear and tear excepted) and pay for the repair or replacement of those items damaged or lost during the Tenancy which were the Tenant's responsibility in this Agreement.

1.59.3 Leave the Contents in the respective positions that they occupied at the commencement of the Tenancy.

1.59.4 Return all keys to the Landlord and pay reasonable costs of having new locks fitted and new keys cut in the event that not all keys are returned to the Landlord.

1.60 Any goods or personal effects belonging to the Tenant or members of the Tenant's household which have not been removed from the property within 28 days after the expiry, or sooner termination of the tenancy shall be deemed to have been abandoned. Provided the Landlord has given written notice to the Tenant, or where the Tenant cannot be found after reasonable steps have been taken to trace the Tenant, the Landlord can dispose of such goods as they think appropriate.

1.61 To allow the Landlord to erect a reasonable number of 'for sale' or 'to let' signs at the Property during the period of the Tenancy.

1.62 The Tenant should be present during any inspection of the Property upon check-out, to be carried out by or on behalf of the Landlord. If the tenant is not able to attend the inspection, it will be carried out in their absence.

1.63 To pay all reasonable removal and/or storage costs charged when items are left in the Property which can be easily be moved and stored by the Landlord.

2. Landlord's Obligations

The Landlord hereby agrees with the Tenant as follows:

2.1 The Landlord shall arrange for the Property and Contents (not the Tenant's possessions) to be insured under a comprehensive insurance policy and use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as is practicable, and to provide alternative accommodation or refund to the Tenant any Rent paid for any period in which the Property is uninhabitable or inaccessible as a result of such damage, unless the insurers refuse to pay out the policy monies because of anything the Tenant has done or failed to do in breach of the Tenant's Obligations under this Agreement.

2.2 To pay all assessments and outgoings in respect of the Property, which are the responsibility of the Landlord

2.3 To allow the Tenant to quietly possess and enjoy the Property during the Tenancy without interruption from the Landlord, (notwithstanding Clause 1.40 in this Agreement).

2.4 To ensure that gas appliances supplied by the Landlord comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Gas Safety Check Certificate will be given to the Tenant at the commencement of the Tenancy.

2.5 To ensure that all the furniture and equipment within the Property supplied by the Landlord complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.

2.6 To carry out promptly any repairs which are the Landlord's responsibility.

3. Interest on Rent Arrears

3.1 The Tenant shall pay interest at the rate of 3% above the base lending rate of the Bank of England upon any Rent or other monies being due under this Agreement for each day that the payment has been outstanding.

4. Termination

4.1 If there is a breach of any of this Agreement by the Tenant the Landlord may serve notice in accordance with Section 8 of the Housing Act 1988 (as amended).

4.2 If the Rent or any part shall be in arrears for at least 21 days after it shall have become due (whether legally demanded or not) or if there shall be a breach of any of this Agreement by the Tenant, the Landlord may re-enter the Property (subject to the Landlord obtaining a Court Order for Possession) and immediately thereon the Tenancy shall terminate without prejudice.

5. Landlord's Right of Termination

- 5.1 The Landlord is entitled to terminate this Tenancy for the reasons below (including by Service of Notice in accordance with Section 8 of the Housing Act 1988 (as amended)):
- 5.1.1 Any instalment of rent not received in full within 14 days of day due when the landlord formally demands it, after it has fallen due;
 - 5.1.2 Or if the tenant fails to comply with any of the Tenants Obligations under this Agreement;
 - 5.1.3 Or if the Tenant becomes bankrupt;
 - 5.1.4 Or an Interim Receiver of the Property is appointed;
 - 5.1.5 Or if the Tenant (without making prior arrangements in writing with the Landlord) leaves the property vacant or unoccupied for more than 3 weeks.
 - 5.1.6 Or if, under an existing Tenancy Agreement with the Landlord/Landlord's Agent that was in place at the time of signing of this Agreement, the Tenant is or has been in rental arrears that have been a cause for concern to the Landlord/Landlord's Agent.

Effect of Termination

- 5.2 Termination of this Tenancy Agreement ends the Tenancy but does not release the Tenant from any outstanding obligations.
- 5.3 If the Tenancy is a Fixed Term Tenancy, the Landlord may serve on the Tenant at least 2 months' notice in writing under Section 21(1) or (4) of the Housing Act 1988 to expire on the last day of the Fixed Term. If the Tenancy has become a statutory Periodic Tenancy it may be terminated by:
- 5.3.1 The Landlord serving the Tenant at least two months' notice in writing under Section 21(1) or (4) of the Housing Act 1988 and expiring on the last day of a rental period of the Tenancy.
 - 5.3.2 The Tenant giving written notice of at least four weeks and expiring on the last day of a rental period of the Tenancy.

6. The Deposit

- 6.1 If a deposit is taken, it will be held and returned under the terms of the Tenancy Deposit Scheme known as: Tenancy Deposit Solutions Limited (TDSL) trading as mydeposits. This is a custodial based scheme. TDSL shall hold the deposit within the terms of the scheme.
- 6.2 The Deposit will be returned to the Tenant (less any deduction properly made) at the end of the Tenancy, upon vacant possession of the Property and return of the keys and if the Tenant has kept to all the agreements and conditions within this Agreement.
- 6.3 Monies shall properly be deducted from the Deposit in respect of all reasonable costs and expenses incurred by the Landlord (including but not limited to the costs and fees of the Landlord's solicitors and other professional advisors) in respect of:
- 6.3.1 The recovery from the Tenant of any Rent or any other money which is in arrears.
 - 6.3.2 The enforcement of any of the provisions of this Agreement.
 - 6.3.3 Compensation in respect of the Tenant's use and occupation in the event that the Tenant fails to vacate the Property on the due date.
 - 6.3.4 The service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement whether or not the same shall result in court proceedings.
 - 6.3.5 The cost of any Bank or other charges incurred by the Landlord if any cheque written by the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's bankers.
 - 6.3.6 The cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (reasonable wear and tear excepted).
 - 6.3.7 Any other monies owed by the Tenant to the Landlord.
 - 6.3.8 Compensation for the breach of any terms of this agreement.
- 6.4 If the Deposit is insufficient the Tenant shall pay to the Landlord such additional sums as shall be required to cover all costs, charges and expenses properly due.

7. Notices

- 7.1 The Landlord gives notice to the Tenant that in accordance with Section 47 and 48(1) of the Landlord and Tenant Act 1987 that Notices (including Notices in proceedings) may be served on the Landlord at the address specified in The Particulars of this Agreement.
- 7.2 Any Notice served upon the Tenant in accordance with this Agreement or any statute or regulation, then the same may be served properly addressed to the Tenant either at the Property by hand, by email to the email address provided by the Tenant, by sending by first class post to the Property or at the Tenant's last known address and the same shall be

deemed to have been properly served and received by the Tenant in the ordinary course of that first class post being delivered.

8. Consents

8.1 The Landlord confirms that all necessary consents have been obtained to enable the Landlord to enter into this Agreement (whether from Superior Landlord, Lenders, Mortgagees, Insurers, or others).

9. Data Protection

9.1 The Tenant hereby consents to the Landlord and/or the National Landlords Association processing any information or personal details on or of the Tenant as defined in the Data Protection Act 1998.

9.2 The Tenant agrees that the Landlord may pass on the Tenant's forwarding address and/or other personal information to utility suppliers, local authority, any credit agencies, or reference agencies and for debt collection.

10. Guarantor

10.1 If there is a Guarantor, he guarantees that the Tenant will keep to his obligations in this Agreement and any Guarantor Agreement. The Guarantor agrees to pay on demand to the Landlord any amount that the Tenant owes. If this Agreement continues on a periodic basis at the end of its fixed term, the Guarantor's obligations in this Agreement and any Guarantor Agreement will continue until the Tenancy is terminated.

11. Availability of Property

11.1 For newly built or newly refurbished developments the Landlord does not make any guarantees as to when the property will be available to be move in to. The tenancy start date on this agreement may therefore be subject to change if the landlord/building owner is unable to meet this date. On these occasions and where possible, alternative accommodation may be offered by the Landlord or Landlord's Agent.

Additional Provisions if any:

Signed by the Landlord or Landlord's Agent: _____

Signed by the Tenant(s):

SAMPLE