



SHEFFIELD
PROPERTY TO LET

Assured Shorthold Tenancy Agreement

**Under Part 1 of the Housing Act 1988
As amended under part 3 of the
Housing Act 1996**

Before signing this document, you should read it carefully to ensure that you understand it and its contents and that it contains everything you want to form part of this Agreement. This agreement, once signed, is a legal binding contract. If you are in any doubt you should seek independent legal advice before signing.

**A copy of this contract is given to the tenant, additional copies will cost £20 each
Contact: Jonathan Yeardley: 07976 528050 or Patrick Yeardley: 07967 839881
Email: info@sheffieldpropertytolet.co.uk Website: www.sheffieldpropertytolet.co.uk**

Assured Shorthold Tenancy Agreement

Under part 1 of the Housing Act 1988
As amended under part 3 of the Housing Act 1996

DATE:

The agreement is between us:
The LANDLORDS

Jonathan M. Yeardley & Patrick S. Yeardley of 104 Banner Cross Rd, Sheffield, S11 9HR

And you (individually and together):
The TENANT/S

1. (Lead Tenant)
2.
3.
4.
5.
6.

The PROPERTY:
.....
..... Including the furniture.

The RENT is: £ per month (or £ per week or £ per quarter)
Bills inclusive Package; See Addendum
This rent shall be paid in advance on: -

The TERM
The fixed term of months starting on and ending on

The BOND
It is agreed that the BOND will become the Deposit at the start of the Tenancy. This amount is £
And that the deposit will be registered with one of the **Government Tenancy Deposit Protection Schemes**.

Bond £ received from	Bond £ received from
Bond £ received from	Bond £ received from
Bond £ received from	Bond £ received from

Contact & Course Details (Tenant AND Parent)

T1. Name:
Email: **Phone:**
Course &Year:
Home Address:
.....

Parent Name: **Relation:**
Parent Email: **Phone:**

T2. Name:
Email: **Phone:**
Course &Year:
Home Address:
.....

Parent Name: **Relation:**
Parent Email: **Phone:**

T3. Name:
Email: **Phone:**
Course &Year:
Home Address:
.....

Parent Name: **Relation:**
Parent Email: **Phone:**

T4. Name:
Email: **Phone:**
Course &Year:
Home Address:
.....

Parent Name: **Relation:**
Parent Email: **Phone:**

T5. Name:
Email: **Phone:**
Course &Year:
Home Address:
.....

Parent Name: **Relation:**
Parent Email: **Phone:**

T6. Name:
Email: **Phone:**
Course &Year:
Home Address:
.....

Parent Name: **Relation:**
Parent Email: **Phone:**

GENERAL PROVISIONS

The Landlord lets the property to the tenant for the term and rent payable on the previous page

1. TYPE OF TENANCY

This Agreement is intended to create an Assured Shorthold Tenancy as defined in Part 1 of the Housing Act 1988. This means that the provisions for the recovery of possession by the landlord contained in Section 21 of the Act (as amended) apply.

2. THE TENANT'S OBLIGATIONS

The tenant will:

2.1. Pay the rent at the times and in the manner specified.

2.2. Pay any Council Tax that the tenant is obliged to pay under the Local Government Finance Act 1992 or any regulations under that Act.

(b) Indemnify the Landlord in respect of any Council Tax which (during the Term) the Landlord becomes obliged to pay under that Act or those regulations, as a result of the Tenant ceasing to live at the Property or the Tenant ceasing to be a full-time student.

2.3. Pay all charges in respect of any gas, electricity, water or internet services used at or supplied to the Property and not to change service provider without the Landlords consent. To pay the television licence fee.

This condition is not applicable if the letting is on a "Bills inclusive package" This package is subject to the completion of the addendum; '*Bills inclusive package*' page 9.

2.4. Keep the interior of the property and furniture in a good and clean state and condition (fair wear and tear excepted). If not up to a satisfactory standard upon handover the tenant will be responsible for any reasonable costs which may include the cost of employing a professional cleaning company.

2.5. Yield up the Property and furniture at the end of the Term in the same clean state and condition it was in at the beginning of the Term (fair wear and tear excepted).

2.6. Use the Property as a private residence only. This means the Tenant must not carry on any profession, trade or business at the Property and not allow anyone else to do so.

2.7. Attend to any minor repairs (such as replacing light-bulbs) or preventative maintenance (such as taking steps to prevent water pipes freezing if the Property is to be left unoccupied during the winter) which s/he may reasonably be expected to undertake, with guidance from the Landlords.

2.8. Allow the Landlord or anyone with the Landlord's written permission to enter the Property at reasonable times of the day to inspect it's condition and state of repair, carry out any necessary repairs, take meter readings, execute any statutory obligations and allow the Landlord or his agent to show the Property to prospective new tenants, provided the Landlord has given at least 24 hours prior notice (except in emergency).

2.9. Not do or allow to be done anything at the Property which:

(a) may be or may become a nuisance or annoyance to any other occupiers of the Property or owners or occupiers of adjoining or nearby premises, this includes the playing of loud music or musical instruments

(b) is illegal or immoral

(c) may in any way affect the validity of the insurance of the Property or may cause the premium for any such insurance to be increased.

(d) will cause any blockage in the drainage system and in the case of breach of this clause the Tenant is to be responsible for the reasonable cost of such repair or other works which will reasonably be required

2.10. Not alter any internal decoration without the prior consent of the Landlord;

2.11. Not interfere or allow anyone else to interfere with firefighting and fire-detection equipment, and keep escape routes, fire corridors and stairs free of obstruction (including bicycles) at all times;

2.12. Not assign, sublet, charge or part with or share possession or occupation of the Property (see clause 4 below)

2.13. Not keep any pets on the Property without the Landlord's prior written permission;

2.14. Not bring into the Property any portable gas, paraffin or other oil burning heaters, nor any upholstered furniture not complying with the Furniture and Furnishings Regulations 1988.

2.15. Not hang any damp clothes or other articles on the inside or outside of the Property save on any washing line provided, nor place any clothes on storage heaters.

2.16. Not leave the Property unoccupied for any period without locking and securing all doors, windows and Velux windows. And activating the security alarm if fitted.

2.17. Not interfere with installed internet equipment or introduce your own equipment without consent from the Landlord.

2.18. Hand over to the Landlord at the last day of the tenancy, whether on its expiration or sooner determination, all keys to the Property.

2.19. Ensure that visitors spend no more than three consecutive nights at the property without the permission of the landlord and guests are not to be given keys, parking fobs or entry codes.

2.20. Pay the Landlord's reasonable costs incurred as a result of any breaches by the tenant of his obligations under this Agreement.

2.21. Pay interest at the rate of 3% above the Bank of England's base rate on any rent or other money lawfully due from the tenant under this Agreement which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until payment is up to date.

2.22. Provide the Landlord with a forwarding address when the tenancy comes to an end and to remove all rubbish and all personal items (including the Tenant's own furniture and equipment) from the property before leaving.

2.23. Not smoke inside the property.

- 2.24.** Not bring bikes or motorcycles into the property.
- 2.25.** Park Vehicles in the garage (if there is one) or on the tenant's car parking space only, without causing an obstruction.
- 2.26.** Car parking at the address is for the sole use of tenants. Any vehicle parked is to be taxed, tested and insured. A separate levy for car parking applies.
- 2.27.** If the tenant gives the landlord notice that they are going to leave the property before the end of this agreement, they must pay the Landlords reasonable costs for re-letting the property and pay the rent until a new tenant moves in. The landlord does not have to take the property or the tenancy back from the tenants early unless they want to do so.
- 2.28.** Tell the Landlord about any repairs or faults that they are responsible for in the structure or outside the property, in any installation or, if it applies, in the shared areas.
- 2.29.** Lost Keys; Contact landlord immediately. Do not duplicate 'lost Key' SPTL operate a bespoke lock system and duplicates cause problems. Replacement Keys will be provided at a cost of £20.
- 2.30.** Stolen Keys: Contact Landlord immediately as locks will have to be replaced.
- 2.31.** Agree to inspect any smoke or carbon-monoxide alarms in the property regularly, replacing any batteries if necessary. You also agree to tell us as soon as possible if a fault arises in the smoke or carbon monoxide alarms.
- 2.32.** Pay the Landlords reasonable costs for any un-paid direct debits, debit / credit cards or standing order payments.
- 2.33.** Repair any damage that the tenants have done deliberately or that was caused by the neglect or carelessness of the tenant or anyone else living in or visiting the property. This includes repairing damage caused in this way to the property and, if it applies, the building in which the property is located and any shared access. It also includes replacing any broken glass in windows and repairing or replacing any damaged furniture, fittings and installations. If the tenant does not repair the damage they are responsible for, the Landlord can claim the reasonable cost of making good this damage or the Landlord may give the tenant written notice asking the Tenant to repair the damage within a reasonable period of time, depending on the repairs that need to be done. If the Tenant fails to do this within the period of notice given, the Landlord may then enter the property (after giving at least 24 hours' notice in writing) and carry out the work. The Tenant will have to pay for the cost of this work.
- 2.34.** Pay the reasonable legal and related costs which landlords have to pay in connection with: recovering possession of the property; recovering unpaid rent or other money due under this agreement; or steps taken if tenant fails to keep to the terms of this agreement (including the costs for landlords attempts to make tenant keep to this agreement).
- 2.35.** Be jointly and individually responsible for paying all the rent you have to pay under this agreement and keep to all the terms of this agreement.
- 2.36.** Pay Landlords the reasonable costs of replacing locks if tenants fail to return the key and pay any reasonable cost for getting replacement keys.
- 2.37.** It is a condition of this tenancy that anyone living in the property has a 'right to rent' as set out in section 22 of the Immigration Act 2014
- 2.38.** Not bring any furniture into the property without the landlords' permission in writing. (We will not unnecessarily withhold this permission).
- 2.39.** Not hang any pictures or posters on the walls without the landlords' permission in writing. (We will not unnecessarily withhold this permission).
- 2.40.** Not use Blue-Tack or any similar type of adhesive or screw that may cause damage to the walls.
- 2.41.** Not transfer the tenancy to someone else without the permission of the landlords in writing. (We will not unnecessarily withhold this permission).
- 2.42.** Not display any permanent notice on the property.
- 2.43.** Not block, or allow guests to block, any of the shared areas, if applicable.
- 2.44.** Do anything which breaks the terms of any lease for the property as long as we have already given you a copy of the lease (or the relevant terms).
- 2.45.** Deal with any vermin that appear in the property during the tenancy.
- 2.46.** Always use a mattress protector to keep the mattress clean and free of marks. If needed, the Landlord will provide a mattress protector.
- 2.47.** Not leave any rubbish or food stuff either within the Property or to the exterior which may attract vermin, rodents or animal fleas and ensure that any refuse and recycling is deposited in appropriate receptacles and that such receptacles are emptied regularly and placed out for collection on the appropriate day and brought back to the property that day. Where such infestation occurs, the Tenant shall be responsible for the appropriate costs in fumigating and cleaning any affected parts as appropriate and for rectifying and/or removing the causes of such an infestation. Loss of refuse bins will be chargeable to the Tenants at the fee determined by the council.

3. THE LANDLORD'S OBLIGATIONS

The Landlord will:

- 3.1.** Allow the Tenant to quietly possess and enjoy the Property during the tenancy without any unnecessary or unwarranted interference.
- 3.2.** Insure the Property and use all reasonable efforts to arrange for any damage caused by an insurable risk to be remedied as soon as possible.
- 3.3.** Arrange for the Tenants deposit to be protected by an authorised Tenancy Deposit Scheme
- 3.4.** Carry out those repairs for which liability is imposed under section 11 of the Landlord and Tenant Act 1985.
- 3.5.** But the Landlord will not be required to:
 - 3.5.1.** Carry out works for which the Tenant is responsible by virtue of his duty to use the Property in a tenant-like manner.
 - 3.5.2.** Rebuild or reinstate the Property in the case of destruction or damage to the Property by a risk not covered by the insurance policy affected by the Landlord when the tenant has caused it by behaving in an improper manner.
- 3.6.** Be responsible for servicing and maintaining any gas heating system and making sure that all the gas appliances in the property are checked each year by an engineer registered with Gas Safe, in line with the Gas Safety (Installation and Use) Regulations 1998.
- 3.7.** Be responsible for making sure that any furniture provided keeps to the Furniture and Furnishings (Fire) (Safety) Regulations which applied when the furnishings were made.
- 3.8.** Let the tenant have free access to the steps, entrance hall, stairs and all shared areas, if this applies.
- 3.9.** Keep the structure and outside of the property in good repair.

4. ENDING THIS AGREEMENT

4.1. If any of the grounds (reasons) specified below apply, the Landlord may seek to repossess the Property (sometimes referred to as forfeiture and re-entry) during the fixed term by giving the Tenant notice under section 8 of the Housing Act 1988 of his intention to apply to court for possession and, subsequently, applying to the court for a possession order. The grounds referred to above are the following grounds which are contained in Schedule 2 to the Housing Act 1988:

Ground 2 (mortgagee (lender) entitled to possession);

Ground 8 (at least 8 weeks' or two months' rent arrears);

Ground 10 (some rent overdue);

Ground 11 (tenant persistently late in paying rent);

Ground 12 (breach of any term(s) of tenancy agreement);

Ground 13 (condition of property or common parts has deteriorated due to acts etc. of tenant or other occupant);

Ground 14 (the tenant or other person residing in or visiting the property is guilty of nuisance / annoyance in the locality or convicted of a criminal offence in relation to the property or committed in the locality);

Ground 15 (condition of furniture provided under the tenancy agreement has deteriorated due to ill-treatment by tenant or other occupant); and

Ground 17 (landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by the tenant or a person acting on the tenant's behalf).

4.2. If the Tenancy ceases to be an assured (shorthold) tenancy, the Landlord reserves the right to end the Tenancy (usually referred to as forfeiture and re-entry) if:

- (a) the rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;
- (b) the Tenant is declared bankrupt; or
- (c) the Tenant breaches any term of this Tenancy Agreement.

5. THE DEPOSIT

5.1. The Deposit will be held by the Landlord and protected by the tenancy deposit protection (TDP) scheme, which is administered by The Dispute Service Limited. West Wing, First Floor, The Maylands Building.

200 Maylands Avenue Hemel Hempstead HP2 7TG Phone: 0300 037 1000

website: www.tenancydepositscheme.com email: deposits@tenancydepositscheme.com

5.2. The purpose of the deposit shall be as security and shall be payable to the tenant only after the end of the term and after any deduction of any sums required to compensate the Landlord whether wholly or in part of any breach of the obligations including:-

5.2.1. Cost of missing items, any repairs or damage to the Property or its Contents caused by the tenant, this includes cleaning, and for any other reasonable costs suffered by the Landlord as a result of the Tenant's breach of these terms and conditions.

5.2.2. Any unpaid accounts for utilities or water charges or environmental services or other similar services or council tax incurred at the Property for which the tenant is liable.

5.2.3. Any rent or other money due or payable under this Agreement by the tenant which remains unpaid after the end of the Term.

5.3. No interest will be payable to the Tenant by the Landlord in respect of the Deposit.

6. OTHER PROVISIONS.

6.1. The Landlord hereby notifies the Tenant under section 48 of the Landlord and Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the Landlord at 104 Banner Cross Road, Sheffield, S11 9HR.

6.2. The Landlord shall be entitled to have and retain keys for all the doors of the Property.

6.3. Any notices or other documents shall be deemed served on the Tenant during the Tenancy by either being left at the Property or being sent to the tenant at the Property by Royal Mail. Notices shall be deemed served the day after being left at the Property or the day after posting.

6.4. Any person other than the Tenant who pays the rent due or any part thereof to the Landlord shall be deemed to have made such payment as agent for and on behalf of the Tenant.

6.5. The Tenant must remove all possessions (including any furniture) belonging to the Tenant or any Member of the Tenant’s Household or visitor and all rubbish from the Property at the end of the Tenancy. If any such possessions are left at the Property after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges. The Landlord will remove and store the possessions for one month (other than any perishable items which will be disposed of immediately) and will take reasonable steps to notify the Tenant. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.

6.6. Where the context so admits;

6.6.1. The ‘Landlord’ includes the persons from time to time entitled to receive the rent.

6.6.2. The ‘Tenant’ includes any persons deriving title under the Tenant

6.6.3. The ‘Property’ includes any part or parts of the Property and all of the Landlord’s fixtures and fittings at or within the Property.

6.6.4. All references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person shall be joint and several (this means that they will each be liable for all sums due under this agreement, not just liable for a proportionate part).

6.6.5. All references to ‘he’, ‘him’ and ‘his’ shall be taken to include ‘she’, ‘her’ and ‘hers’.

7. GDPR - Please tick the according box and Sign below.

7.1. I hereby confirm that I am over 18 years old and that the information provided in this contract is, to the best of my knowledge, true and accurate. I consent to this information being verified, including via third parties and credit agencies. I agree that my data being held by Sheffield Property To Let for the purpose of this agreement and shared between the Landlord and third party agencies, such as an authorised tenant deposit scheme provider, utility companies and co-tenants within this agreement, in order to provide accommodation and to maintain elements within the agreement, to discharge potential landlord/letting liabilities or as required by law.

T1: T2: T3: T4: T5: T6:

7.2. I agree to the release of my contact details to my co-tenants within this agreement and property and/or utility companies, tradespersons for access to the property to maintain the agreement

T1: T2: T3: T4: T5: T6:

7.3. I agree to the landlord using the above email address to serve and/or update me with any information relating to the agreement and/or necessary copies of relevant legislation/certification for the property

T1: T2: T3: T4: T5: T6:

7.4. I declare that should any of the above details change I will inform Sheffield Property To Let in writing within 7 days

T1: T2: T3: T4: T5: T6:

7.5. I agree to receiving communications from Sheffield Property To Let which may contain news, and updates relating to the property.

T1: T2: T3: T4: T5: T6:

Tenant/s Name & Signature:

- T1.
- T2.
- T3.
- T4.
- T5.
- T6.



SHEFFIELD PROPERTY TO LET

Signed and executed as a Deed by the following parties

PRINTED NAME:

SIGNATURES:

Landlord

.....

.....

And

Tenant/s

T1.

.....

T2.

.....

T3.

.....

T4.

.....

T5.

.....

T6.

.....

PAYMENT DETAILS

Account: Messrs JM & PS Yeardley Reference: *Your name/house/flat*

Sort code: 207689

Account Number: 60995940

(IBAN: GB05BARC20768960995940)

METER READINGS - for use upon commencement of tenancy.

AT COMMENCEMENT: DATE:

AT TERMINATION:

GAS: _____

GAS: _____

ELECTRICITY: Low _____ / Normal _____

ELECTRICITY: Low _____ / Normal _____

KEYS

... keys given to on

... keys given to on

... keys given to on

... keys given to on

... keys given to on

... keys given to on

A copy of this contract is given to the tenant, additional copies will cost £20 each

Contact: Jonathan Yeardley: 07976 528050 or Patrick Yeardley: 07967 839881

Email: info@sheffieldpropertytolet.co.uk Website: www.sheffieldpropertytolet.co.uk

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