

**TENANCY AGREEMENT - ENGLAND & WALES**  
**(for a Furnished House or Flat on an Assured Shorthold Tenancy)**

**The PROPERTY**

**The ROOM**

**The LANDLORD**

**The TENANT**

Name:

Phone number:

Email:

Date of Birth:

Profession:

Name of Work Place:

**Emergency Contact** Name:

Next of Kin (e.g. Mother):

Phone number:

Email:

Address:

**The TERM:**

Minimum of months:

Starting from date:

**The monthly RENT:**

£

**Payable in advance every:**

**The Bank details where to pay the rent are:**

**The DEPOSIT:**

£

**The INVENTORY:**

The list of the Landlord's possessions in the room at the Property which has been signed by the Landlord and the Tenant. See T&C 7.8 below

THIS TENANCY AGREEMENT comprises the particulars detailed above and the terms and conditions printed overleaf whereby the Property is hereby let by the Landlord and taken by the Tenant for the Term at the Rent. By signing the Tenant has understood and agreed with the House Rules and Health and Safety Information attached to this Agreement.

**DATED:**

**SIGNED by**

\_\_\_\_\_  
**Tenant's Signature**

\_\_\_\_\_  
**Landlord's Signature**

**IMPORTANT NOTICE TO LANDLORDS:**

(1) The details of the LANDLORDS near the top of this Agreement must include an address for the Landlord in England or Wales as well as his/her name, or all names in the case of joint Landlords.

(2) Always remember to file the written Notice Requiring Possessions to the Tenant two clear months before the end of the Term.

**IMPORTANT NOTICE TO TENANTS:**

(1) In general, if you currently occupy this Property under a protected or statutory tenancy and you give it up to take a new tenancy of the same or other accommodation owned by the same Landlord, that tenancy cannot be an Assured Shorthold Tenancy and this Agreement is not appropriate.

(2) If you currently occupy this Property under an Assured Tenancy which is not an Assured Shorthold Tenancy your Landlord is not permitted to grant you an Assured Shorthold Tenancy of this Property or of alternative property.

## Terms and Conditions

1. This Agreement is intended to create an Assured Shorthold Tenancy as defined in the Housing Act 1988, as amended by the Housing Act 1996, and the provisions for the recovery of possession by the Landlord in that Act apply accordingly. The Tenant understands that the Landlord will be entitled to recover possession of the property at the end of the Term.

### 2 The Tenant's obligations:

2.1 To pay the Rent at the times and in the manner aforesaid.

2.2 To pay all charges in respect of any electric and gas services used at or supplied to the property during the Term.

2.3 To keep the items on the Inventory and the interior of the Property in a good and clean state and condition and not damage or injure the Property or the items on the Inventory (fair wear and tear excepted).

2.3.1 Tenants must replace light bulbs in the room when needed and make sure that all light bulbs work at the end of the tenancy.

2.3.2 Tenants must repair any damage to the premises or to furniture and fittings (including replacing them, if necessary) if they, or one of their visitors, causes damage. Tenants must pay all costs to repair any damage or replace any furniture and fittings if the Tenant fails to replace or repair anything under this clause.

2.4 To yield up the property and the items on the Inventory at the end of the Term in the same clean state and condition it/they was/were in at the beginning of the Term (but the Tenant will not be responsible for fair wear and tear caused during normal use of the property and the items on the Inventory or for any damage covered by and recoverable under the insurance policy effected by the Landlord under clause 3.2).

2.5 Not make any alteration or addition to the Property nor without the Landlord's prior written consent (consent not be withheld unreasonably) do any redecoration or painting of the property. Tenants must pay the cost of redecorating any rooms or part of the premises which they decorated or changed without written permission.

2.5.1 Tenants must tell the landlord as soon as possible and in writing about any repairs or faults they are responsible for. Tenants may be legally responsible for any loss or costs which occur as a result of a repair or fault they do not tell us about.

2.5.2 Tenants must not do anything to the electrical, lighting, hot water or heating installations or fixtures or any of the kitchen units and appliances or sanitary fittings or any other fixtures and fittings. Tenants must not remove these items from the premises or the building.

2.5.3 Tenants must not fix any aerial or satellite dish on the premises or the building, or install cable television or telephone cables without first getting our permission in writing. If the Landlord gives written permission Tenants must pay all the costs involved (including removing an aerial or dish at the end of the tenancy) and the reasonable costs of making good any damage or redecorating, if necessary.

2.5.4 Tenants must not remove the furniture, equipment and belongings shown in the inventory from the premises without getting our permission in writing first.

2.6 Not do anything on or at the property which:

2.6.1 may be or become a nuisance or annoyance to any other occupiers of the Property or owners or occupiers of adjoining or nearby premises. Tenants must not do anything at the premises or the building (including playing any radio, television or musical instrument) which causes a nuisance to the Landlord, other tenants or neighbours or which might reasonably be considered to be antisocial behaviour. In particular, Tenants must not play any music or make noise which can be heard outside the premises between 11.00pm and 8.30am.

2.6.2 is illegal or immoral.

2.6.3 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.

2.6.4 will cause any blockages in the drainage system and in the case of breach of this clause the Tenant to be responsible for the reasonable cost of such repair or other works which will be reasonably required. Tenants are responsible for unblocking and keeping drains, toilet bowls, cisterns, basins, baths, showers, water pipes and ducts and other fittings they have reasonable access to free from blockages.

2.6.5 might be offensive or seen as harassment to anyone in the house ensuring that everyone can live there peacefully.

2.6.6 can be seen from the outside, such as; placing any sign, poster, flags or item of clothing on the premises without the prior agreement of the Landlord.

2.7 Not allow or keep any pet or any kind of animal at the property without the Landlord's prior written consent.

2.8 Not use or occupy the property in any way whatsoever other than as a private residence.

2.9 Not assign, sublet, charge or part with or share possession or occupation of the Property.

2.10 To allow the Landlord or anyone with the Landlord's written permission to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, or during the last month of the Term, show the Property to prospective new tenants, provided the Landlord has given at least 24 hours' prior written notice (except in emergency).

2.11 To pay the Landlord's reasonable costs reasonably incurred as a result of any breaches by the tenant of his obligations under this

2.12 To pay interest at the rate of 4% above the Bank of England base rate from time to time prevailing on any rent or other money 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.

2.13 To 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.

2.14 Tenants cannot make any claim against the Landlord for any compensation for any loss or damage caused as a result of the washing machine or the tumble dryer breaking down and damaging belongings.

2.15 Tenants cannot make any claim against the Landlord for any compensation for any loss or inconvenience they suffer if the fridge or freezer breaks down and causes food to thaw or become unfit to eat.

Unless it is covered by insurance, Tenants cannot claim against us for compensation for:

- any damage our agents, workmen or other staff cause;
- a fault in any pipes, staircase or anything in the premises or building;
- anything which any caretaker in the building does or does not do;
- any inconvenience they suffer when we carry out work to the premises or the building (including work to premises next door or neighbouring houses), such as decorating or carrying out repairs or alterations

2.16 Tenants must give us copies of any notices, documents, proceedings or letters which relate to the premises as soon as they receive them.

2.17 During the tenancy tenants must take reasonable measures to keep the premises free of vermin (for example, rats), bedbugs, fleas or parasites. If the premises become infested because of something they have or have not done, Tenants will have to pay the appropriate costs of putting this right and cleaning any parts of the premises which are affected.

### 3. The Landlord's obligations:

3.1 The Landlord agrees that the Tenant may live in the property without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord.

3.2 To insure the property and the items listed on the Inventory and use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible.

3.3 To keep in repair (where provided by the Landlord).

3.3.1 The structure and exterior of the property (including drains, gutters and external pipes).

3.3.2 The installations at the property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences).

**3.3.3** The installations at the property for space heating and heating water.

**3.4** But the Landlord will not be required to:

**3.4.1** carry out works for which the Tenant is responsible by virtue of his duty to use the Property in a tenant-like manner

**3.4.2** Reinstatement of the Property in the case of damage or destruction if the insurers refuse to pay out the insurance money due to anything the Tenant has done or failed to do

**3.4.3** Rebuild or reinstate the Property in the case of destruction or damage of the Property by a risk not covered by the policy of insurance effected by the Landlord.

#### **4. Ending this Agreement**

**4.1** The Tenant cannot normally end this Agreement before the end of the Term. However after the first three months of the Term, if the Tenant can find a suitable alternative tenant, and provided this alternative tenant is acceptable to the Landlord (the Landlord's approval not to be unreasonably withheld) the Tenant may give notice to end the tenancy on a date at least one month from the date that such approval is given by the Landlord. On the expiry of such notice, provided that the Tenant pays to the Landlord the reasonable expenses reasonably incurred by the Landlord in granting the necessary approval and in granting any new tenancy to the alternative tenant, the tenancy shall end.

**4.2** If the Tenant stays on after the end of the fixed term, a new tenancy will arise that will run from month to month or week to week (a 'periodic tenancy'). This periodic tenancy can be ended by the Tenant giving at least one month's written notice to the Landlord, the notice to expire at the end of a rental period.

**4.3** If at any time.

**4.3.1** any part of the Rent is outstanding for 21 days after becoming due (whether formally demanded or not) and/or

**4.3.2** there is any breach, non-observance or non-performance by the Tenant of any covenant or other term of this Agreement which has been notified in writing to the Tenant and the Tenant has failed within a reasonable period of time to remedy the breach and/or pay reasonable compensation to the Landlord for the breach and/or

**4.3.3** any of the grounds set out as Grounds 2, 8 or Grounds 10-15 (inclusive) (which relate to breach of any obligation by a Tenant) contained in the Housing Act 1988 Schedule 2 apply the Landlord may recover possession of the property and this Agreement shall come to an end. The Landlord retains all his other rights in respect of the Tenant's obligations under this Agreement. Note that if possession of the Property has not been surrendered and anyone is living at the property or if the tenancy is an Assured or Assured Shorthold Tenancy then the landlord must obtain a court order for possession before re-entering the Property. This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.

#### **5. The Deposit**

**5.1** A Deposit 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, the details of which will be made available to the Tenant by the Landlord within 30 days of receiving the Deposit. The tenant is to attach to this Agreement copies of Tenancy Deposit Scheme details which will be emailed in a separate document.

**5.2** The Deposit will be held and returned under the terms of: The Tenancy Deposit Scheme (TDS). This is an insurance based scheme. The Landlord shall hold the deposit within the terms of the scheme. Any interest earned on the Deposit shall be retained by the Landlord and used to cover administration costs.

**5.3** The Landlord will refund to the Tenant the deposit at the end of the Term (however it ends) using the details provided to the Landlord but less any reasonable deductions properly made by the Landlord to cover any reasonable costs incurred or losses caused to him by any breaches of the obligations in this Agreement by the Tenant. No interest will be payable to the Tenant in respect of the deposit money.

The Deposit shall be repayable to the Tenant as soon as reasonably practicable, however the Landlord shall not be bound to return the Deposit until he is satisfied that no money is repayable to the Local Authority if the Tenant has been in receipt of Housing Benefit and until after he has had a reasonable opportunity to assess the reasonable cost of any repairs required as a result of any breaches of his obligations by the Tenant or other sums properly due to the Landlord under clause 5.1 above including utility bills. However, the Landlord shall not save in exceptional circumstances, retain the deposit for more than one month after the end of the tenancy.

**5.4** If at any time during the Term the Landlord is obliged to deduct from the Deposit to satisfy the reasonable costs occasioned by any breaches of the obligations of the Tenant the Tenant shall make such additional payments as are necessary to restore the full amount of the Deposit.

#### **6. Other provisions**

**6.1** The Landlord hereby notifies the Tenant under Section 48 of the Landlord & Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the Landlord at the address stated with the name of the Landlord overleaf

**6.2** The Landlord shall be entitled to have and retain keys for all the doors to the Property to enter communal areas but will not enter individual bedrooms without the consent of the Tenant (except in an emergency).

**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 by being sent to the Tenant at the Property by first-class post. If notices or other documents are served on the Tenant by post they shall be deemed served on the day after posting.

**6.4** Any person other than the Tenant who pays the rent due hereunder or any part thereof to the Landlord shall be deemed to have made such payment as agent for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.

**6.5** Any personal items left behind at the end of the tenancy after the Tenant has vacated (which the Tenant has not removed in accordance with clause 2.13 above) shall be considered abandoned if they have not been removed within 14 days of written notice to the Tenant from the Landlord, or if the Landlord has been unable to trace the Tenant by taking reasonable steps to do so. After this period the Landlord may remove or dispose of the items as he thinks fit. The Tenant shall be liable for the reasonable disposal costs which may be deducted from the proceeds of sale (if any), and the Tenant shall remain liable for any balance. Any net proceeds of the sale will be dealt with in the same way as the Deposit as set out in clause 5.2 above.

**6.6** In the event of damage to or destruction of the property by any of the risks insured against by the Landlord the Tenant shall be relieved from payment of the Rent to the extent that the Tenant's use and enjoyment of the property is thereby prevented and from performance of its obligations as to the state and condition of the Property to the extent of and so long as there prevails such damage or destruction (except to the extent that the insurance is prejudiced by any act or default of the Tenant).

**6.7** Where the context so admits:

**6.7.1** The 'Landlord' includes the persons from time to time entitled to receive the Rent.

**6.7.2** The 'Tenant' includes any person deriving title under the Tenant.

**6.7.3** The 'Property' includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property.

**6.7.4** 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) and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation.

**6.7.5** All references to 'he', 'him' and 'his' shall be taken to include 'she', 'her' and 'hers'.

#### **7. HOUSE RULES: Most of these rules are common sense, we are sure that Tenants will agree with them. Please remember, these rules are to ensure that everyone lives comfortably and safely together in the house.**

**7.1.1 Communal cleaning:** A cleaner comes to clean the communal areas once a week (bathrooms, kitchen, hallways, etc.) Don't leave old food in the fridge. Don't leave dirty plates or dishes in the kitchen. The cleaner is not employed to do tenants washing up. When leaving the house, clear out all belongings in both the kitchen and bathrooms.

**7.1.2 Room Cleaning:** Everyone is responsible for cleaning their own room.

Tenants must remove all personal belongings and any rubbish and leave the premises and furniture, fixtures and fittings in good condition. Tenants also agree that if they leave any personal belongings in the premises at the end of the tenancy the Landlord can choose to either:

- Remove any belongings Tenants leave in the premises after the end of the tenancy, or
- Charge Tenants rent at the rate set out in this agreement until they remove personal belongings and hand back all the keys to the premises and the building.

Tenants must arrange and pay for the premises to be cleaned to a good standard at the end of the tenancy. Or, Tenants must pay a fair amount towards the cost of the cleaning.

**7.2 Bins:** Are labelled in the kitchen as recycle, normal and food waste. Bin collections come weekly collecting the black and red bins alternately. Recycled rubbish includes paper, plastic containers and tins, no glass. Please put:

- Food waste in the bin provided
- Recycled rubbish goes in the outside red Wheelie bin.
- Normal rubbish goes in the outside black Wheelie bin.

**7.3 Notice to leave:** 30 days notice must be given before moving out. This 30 days notice will also be given from us if we require the room to be vacated, for whatever reason. Minimum stay in the house is 6 months, unless previously agreed. We will not return the deposit if sufficient notice of a month in advance is not given. The deposit will not be used as the last month's rent. Deposits will be transferred directly to Tenants bank account after the two keys are returned, the room is checked and all bills (gas and electricity) have been paid.

**7.4 Ventilation:** Turn on the extractor when using the shower so dampness and mould is prevented. Tenants must take reasonable care to heat and ventilate the premises to help prevent condensation. If there is condensation, Tenants must wipe it down and clean any surfaces when necessary to prevent mould building up or damage to the premises and its fixtures and fittings.

**7.5 Visitors:** The rooms are for individuals, "not for couples", unless previously agreed. Maximum stay is three nights a week (ideally weekends). No more than once a month. Only one visitor at a time. Please let the Landlord know in advance (at least a week before) when expecting a guest. It is polite to inform the other tenants of visitors, we will do this via email. Keys are not to be given to visitors and they must be accompanied by the tenant who invites them to visit or stay in the property.

**7.6 Bills:** We include in the rent all the fixed bills; council tax, phone, Internet broadband, weekly cleaner, water and TV licence. We also pay for the salt for the water softener and cleaning products. We don't include the bills paid by metres, these are only electricity and gas. We email everyone in the house with the amount each one has to pay after taking readings at the beginning of every month and submit them to the electric/gas company. As it is a shared house you have the obligation of paying your share independently if you are in the house or away.

**7.6.1 Meters:** Tenants must not install any coin operated, prepaid card or key operated metres at the premises, or change gas, electricity or water suppliers without first getting the landlord's permission in writing.

**7.7 Smoke:** If Tenants want to smoke please do so in the garden, an ashtray is provided for use. Do not drop cigarette butts on the floor.

**7.8 Inventory:** All rooms have the similar furniture:

- Single or double bed
- Mattress and protector
- Shelf, desk and chair
- Wardrobe and drawers
- LCD TV with freeview integrated and bracket on the wall
- Drying rack for clothes
- Bedside table and lamp

**7.9 Kitchen:** Tenants have a cupboard in the kitchen that says Room (A, B, C, D or E) on the inside of the door, it should be empty and ready to use. The fridge also has a room label on it. When storing items in the freezer we recommend you put them in a box or a bag with a label on it.

**7.10 Our Contact Details:** If there are any problems or anything is broken / damaged please let us know straight away so we can ensure it is fixed and everything in the house is safe to use.

**Email:** [info@RoomsinReading.co.uk](mailto:info@RoomsinReading.co.uk)

**Mobile:** 0781 8048423 (Balta) / 07709 951549 (Helen)

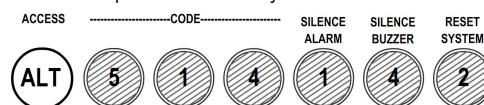
#### 7.11 Plan of the house

## 8. Health and Safety

**8.1 Fire Escape:** Rather than attempt to put out a fire it is safer to leave the house and call 999. The two fire escapes are the front door and the back door. There are call points at both these exits, which should be activated to ensure all other persons in the house are aware they need to evacuate the house. If a call point is activated by mistake the key is on top of the call point box to deactivate it, place the key in the hole and turn it, replace the key on top of the box. All doors in the house are 30 minute fire protection doors which have a smoke seal around them.

Tenants must not block any shared passageways, hallways and staircases, or keep any bicycle, pushchair or other item in any shared area of the premises or building without first getting our permission in writing.

**8.2 Smoke Alarm:** There is a 2 Zone fire detection in the house, if the alarm sounds in a non emergency (there is no fire) to silence it the instructions to deactivate it are shown below and on the panel in the hallway.



Tenants must regularly test the CO detector (which uses batteries) fitted in the kitchen/dining. Tenants must let us know as soon as possible if the alarm does not work or needs a new battery. No detectors should ever be covered, this includes all smoke and heat detectors in the house.

If the alarm goes off, please inform us as it needs to be written in the log book.

**8.3 Fire blanket:** In the kitchen there is a fire blanket. If used Tenants must inform us straight away.

- 8.4 The water stop cock:** is in the kitchen, to the right of the washer/drier, you have to remove the white plinth (skirting)
- 8.5 The main gas stop:** is outside the front of the house in a white box, Tenants will need a yellow key to open, this is in the red box in the dining room with the manuals.
- 8.6 The electricity fuse box:** is under the stairs near to the electricity metre. Tenants must not overload the electrical circuits by using inappropriate multi socket electrical adaptors or extension cables when connecting appliances to the mains.
- 8.7 The water softener:** is under the sink. The only thing it needs is blocks of salt placed in the front. The cleaner will do this, but please keep an eye on it otherwise hard water (scale) will block up the boiler leading to problems with hot water and heating. Also, due to the water being so soft Tenants will notice they don't need to use as much washing powder, washing up liquid, etc.
- 8.8 The drinking water:** is a single tap on the left of the normal tap at the kitchen sink. Is not harmful to drink the water from the normal tap, but it is advised that babies and old people especially with heart conditions don't drink it on a regular basis (has a higher salt content).
- 8.9 Pressure in the boiler:** Sometimes the boiler requires more water pressure. The black needle on the boiler shows the amount of pressure in the boiler. It should always be between 1 and 2 bars, ideally 1.5. If not, the boiler will not work well or sound strange. If you see more pressure is required, inform the landlord.
- 8.10 Front door:** Please check the front door is locked when leaving and entering the house.
- 8.11 Manuals:** All the manuals are in a red box on the top shelf in the dining room (Fridge, Washer/Dryer, TV, etc). Manuals can also be found on the website: [www.RoomsInReading.co.uk](http://www.RoomsInReading.co.uk) in the member log in area
- 8.12 Internet:** Sometimes the internet stops working, this problem is usually solved by restarting the modem, router and hub. Do this by turning everything off by disconnecting everything individually by pulling out the power cables from the back of the modem, router and hub. First connect the modem power cable back, wait for two minutes until all the lights are stable. Then reconnect the router, again wait for the lights to stay on. Finally, connect the hub. Any problem please let us know.
- 8.13 Back garden lights:** Are in the back porch, at the bottom right hand side below the window next to the freezer. Please take care not to turn off the both switches, one is for the freezer.
- 8.14 Safe Box:** We will give Tenants a 4 digit code in our "Welcome Email". To open the door of the safe: (1)press the 'START' button, (2)Input code \*\*\*\* immediately and confirm by pressing the 'START' button, (3)the green light will be on with the display showing 'OPEN'. (4)Open the door using the knob within 4 seconds.  
If Tenants want to change the code follow these steps: (1)With the door of the safe open, press the red button on the inside of the door and the display will show 'SET CODE'. (2)Press from 3 to 8 numbers to use as a new user code, and confirm by pressing the 'START' button. (3)The display will show 'IN' and inputted numbers. And this means that the new user code is confirmed. When move out of the house please reset to the original code.
- 8.15 Phone:** All landline Local and national calls are free up to one hour, if Tenants want to speak longer please disconnect and call again, also DO NOT USE NUMBERS STARTING WITH 084 or 087 etc., these are not geographical numbers and are not free, only numbers starting with 01 or 02 are free. This website is great for finding the alternative local numbers: [www.saynoto0870.com](http://www.saynoto0870.com)
- 8.16 Security Camera:** There is a security camera viewing the front door, working 24h.
- 8.17 Lost/Stolen Keys:** REPORT ALL LOST/STOLEN KEY IMMEDIATELY TO THE LANDLORD. All costs will be covered by the tenant. We advise that you have a second bedroom key cut (held by a trusted person), so you can still access your room if you lock yourself out. There will be a charge to cover expenses if the landlord needs to organise for you to gain access to the house or your room.
- 8.18 Member area:** you will see everything you need to know about the house in our website [www.RoomsInReading.co.uk](http://www.RoomsInReading.co.uk) . Username and password was sent to you in our "Welcome Email"
- The monthly bills: Here you can see the monthly calculation for electricity and gas.
  - Manuals: for all the appliances: boiler, washing machine. Fire alarm, safebox, TV, etc.
  - Certificates for: HMO license, Gas, Fire Alarm, Electricity, EPC, Emergency Light.
  - Other information: This includes documents such as How to Rent, Fire safety in the home, Prescribed Information and Clauses, and What is the Tenancy Deposit Scheme. Please check regularly as we do update this information. (You can also find a hard copy of this information in a transparent folder on the bookcase in the lounge, as the Council requires us to display this in a communal area easily accessible to everyone.)

SIGNED by

Tenant's Signature

Landlord's Signature



**RoomsInReading.co.uk**  
Houses to share for Professional People