

Hackney Housing Company - Hackney Living Rent Tenancy Agreement

ASSURED SHORTHOLD TENANCY AGREEMENT

This is an agreement for letting a dwelling on a fixed term assured shorthold tenancy under Part 1 of the Housing Act 1988 (as amended).

This document is important. It sets out the rights and responsibilities of tenants and landlords under the agreement. **You are strongly advised to read it carefully before agreeing to it.** It should be kept for the lifetime of the tenancy as you may need to refer to it in the future.

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Section A: Definitions and Interpretation

Definitions and interpretation

The following definitions and rules of interpretation apply in this agreement:

Common Parts: Common Parts means any part of a building containing the Property and any land or premises which the Tenant is entitled under the terms of this Tenancy to use in common with the owners or occupiers of other dwellings (*see clause B3.2*).

Landlord: A reference in this agreement to the Landlord includes a reference to the person who is entitled to the immediate reversion to the Tenancy and anyone who becomes entitled, by law, to receive the rent payable under this Tenancy.

Property: A reference to the Property is to the property (or any part of the property) described in clause B3.1.

Tenancy: A reference in this agreement to the Tenancy is to the tenancy created by this agreement.

Tenant: A reference to the Tenant is to the Tenant named within this agreement.

CPI: A reference to CPI means the consumer price index. When calculating rent reviews, the CPI figure is to be taken from the preceding September.

- 1.1 A reference to one gender shall include a reference to the other gender.
- 1.2 A reference to a statute (e.g. an Act of Parliament such as the Landlord & Tenant Act 1985) or statutory provision (e.g. a section of an Act – for example section 11 of the 1985 Act) is a reference to it as it is in force at the date of this agreement, taking account of any amendment, extension or re-enactment of the law concerned.
- 1.3 References to clauses are to clauses of this agreement.

Section B: Main terms of the agreement

1 THE PARTIES

- 1.1 This is an agreement for a fixed term assured shorthold tenancy:

Between (*insert names of landlord(s)*): (“the Landlord”)

and (*insert names of tenant(s)*): (“the Tenant”)

Tenant 1 (*insert name*)

Tenant 2 (*insert name*)

Tenant 3 (*insert name*)

(*insert additional names if there are more tenants*)

1.2 The obligations and liabilities of the parties under this agreement are joint and several. This means that each Tenant is fully responsible for all the conditions of this agreement in connection with the other Tenants. For example, each Tenant is responsible for the full amount of the rent or the full cost of any damages, not just their share.

2 OTHER OCCUPIERS

2.1 The Landlord agrees that, in addition to the Tenant, the following person(s) (who for the avoidance of doubt are not tenant(s)) may live at the Property:

(a) the Tenant's children or other dependants who are under 18 years of age at the start of the Tenancy (if any):

Child or dependent name and date of birth *(insert name and date of birth)*

Child or dependent name and date of birth *(insert name and date of birth)*

and

(b) the following adults (if any):

Adult 1 *(insert name and date of birth)*

Adult 2 *(insert name and date of birth)*

Referred to in this agreement as "Members of the Tenant's Household".

2.2 The Tenant must not allow any other adults to live at the property without the written consent of the Landlord which will not be unreasonably withheld or delayed.

2.3 The Tenant must ensure that not more than *(insert number)* persons live at the Property.

2.4 Any obligation on the Tenant under this agreement to do or not to do anything shall also require the Tenant not to permit or allow any Member of the Tenant's Household or visitor to do or not to do the same thing.

3 THE PROPERTY AND COMMON PARTS

3.1 Address and description (e.g. 1 bedroom ground floor flat) of the Property: []

The Property is: *(place a cross [x] in the boxes which apply)*

Furnished []

Unfurnished []

The Property includes:

Private garden []

(insert description if necessary)

Private balcony []

(insert description if necessary)

Garage []

(insert details if necessary)

Other: *(insert details if applicable)*

3.2 In addition to the Property, the Tenant shall also have use of the following Common Parts
(place a cross [x] in the boxes which apply):

Shared access to the Property

(insert description if necessary)

Shared garden which is shared with *(insert details)*

Other shared facilities: *(describe any other shared facilities)*

3.3 The Landlord must provide the Tenant with such information about the Property, the Property's installations and any services provided to the Property as is reasonably necessary to enable the Tenant to comply with the obligations contained in clauses C2 (payment of council tax, utilities and other charges) and C4 (care and maintenance of the Property) of this agreement.

3.4 The Property *is / is not (delete as appropriate)* currently subject to a mortgage.

4 THE TERM AND EXPIRY OF THE FIXED TERM

4.1 The Tenancy created by this agreement:

begins on: *(insert date)*

and

ends on: *(insert date)*

unless terminated early in accordance with the clauses in section E (landlord's grounds (reasons) for possession during the fixed term) or unless terminated early by mutual agreement between the parties.

4.2 If the Tenant continues to live in the Property after the expiry of the fixed term and no further tenancy has been entered into by the parties, then from the expiry of the fixed term the Tenant shall occupy the Property under a statutory periodic tenancy in accordance with section 5(2) of the Housing Act 1988.

5 TERMINATION BY THE LANDLORD AT THE END OF THE FIXED TERM

5.1 If the Landlord wants the Tenant to leave the Property at the end of the Tenancy, the Landlord must:

(a) give the Tenant at least two months' notice in writing before the end of the fixed term in accordance with section 21 of the Housing Act 1988 (this is known as a "section 21 notice");

or

(b) seek possession on one or more of the grounds contained in Schedule 2 to the Housing Act 1988 (if any of those grounds apply).

6 THE RENT

Option for landlord to increase the rent annually up to an agreed percentage

- 6.1 The rent is £ *(insert amount)* per month until the review date
- 6.2 Subject to compliance with the requirements specified in clause B6.3, the Landlord may increase the rent on each review date by a maximum of CPI + 1%.
- 6.3 The requirements are that the Landlord must serve a rent review notice on the Tenant not less than 28 days but not more than 90 days before the relevant review date specifying:
- (a) the percentage by which the rent will increase on the relevant review date; and
 - (b) the new rent payable from the relevant review date.
- 6.4 If the Landlord fails to comply with the requirements specified in clause B6.3, the rent will not change until the next review date.
- 6.5 In clause B6 "review date" means the first Monday in April each year unless the Tenancy starts between January and March

8 PAYMENT OF THE RENT BY THE TENANT

Rent payment dates

- 8.1 The first payment is to be made on *(insert date)* and further payments are to be made on the 1st day of each month beginning on *(insert date)*.

Interest payable on overdue rent

- 8.2 Interest of 3% above the Bank of England's base rate will be payable on any rent which is more than 14 days overdue. The interest will be payable from the date on which the rent fell due until the date it is paid.

Method of payment

- 8.3 The rent must be paid by standing order.

9 THE INVENTORY AND REPORT OF CONDITION

- 9.1 If the Landlord, or someone acting on behalf of the Landlord, has prepared an inventory and/or report of condition, it must be attached to this agreement (*see Annex 1*).
- 9.2 Unless the Landlord receives written comments on or amendments to the inventory and/or report of condition within 14 days of the start of the Tenancy, the Tenant shall be taken as accepting the inventory and report of condition as a full and accurate record of the condition of the Property and its contents.
- 9.3 The Landlord must ensure that any comments or amendments received from the Tenant under clause B9.2 are attached to the inventory and/ or report of condition annexed to this agreement.

10 THE DEPOSIT

10.1 The Tenant has paid a deposit of £ *(insert amount, which will be equivalent to 3 weeks rent)* which the landlord *has protected / will protect (delete as appropriate)* in the Government authorised tenancy deposit protection scheme, Deposit Protection Scheme (DPS).

10.2 The Tenant agrees that the Landlord may make reasonable deductions from the deposit at the end of the Tenancy for the following purposes:

- (a) except for fair wear and tear, to make good any damage to the Property, the Common Parts or any of the items listed in the inventory caused by the Tenant's failure to comply with the Tenant's obligations under this agreement;
- (b) to replace any items listed in the inventory which are missing from the Property at the end of the Tenancy;
- (c) to pay any rent which remains unpaid at the end of the Tenancy;
- (d) where the Tenant has failed to comply with clause C8.2 of this agreement, to cover the reasonable removal, storage and disposal costs incurred by the Landlord;
- (e) where the Tenant has failed to comply with clause C8.1 of this agreement, to pay the reasonable cleaning costs incurred by the Landlord to remedy that failure;
- (f) where the Tenant has failed to comply with the obligation in clause C2.4, to recover any reconnection charge paid by the Landlord;
- (g) where the Tenant has made any addition or alteration to the Property or has redecorated the Property without the Landlord's prior written consent (*see clause C4.2*), to cover the reasonable costs incurred by the Landlord in removing or reversing any such addition or alteration or in reinstating the former decorative scheme.

Section C: TENANT'S OBLIGATIONS

1 PAYMENT OF RENT

The Tenant must pay the rent in advance, on or before the dates agreed (*see clause B8.1*).

2 PAYMENT OF COUNCIL TAX, UTILITIES AND OTHER CHARGES

2.1 The Tenant must pay to the relevant local authority all council tax due in respect of the Property during the Tenancy.

2.2 The Tenant must pay to the relevant suppliers all charges in respect of any electricity, gas or water (including sewerage) services used at or supplied to the Property during the Tenancy and pay all charges to the provider for the use of any telephone, satellite, cable or broadband services at the Property during the Tenancy.

2.3 The Tenant must pay any television licence fee payable in respect of the Property during the Tenancy.

2.4 Where any service mentioned in clause C2.2 has been disconnected as a result of the Tenant's failure to comply with the Tenant's obligation to pay for the service, any reconnection charge will be payable by the Tenant.

3 USE OF THE PROPERTY, PETS AND PROHIBITED CONDUCT

3.1 The Tenant must occupy the Property as the Tenant's only or principal home.

3.2 The Tenant must not use the Property for the purposes of a business, trade or profession except with the prior written consent of the landlord which will not be unreasonably withheld or

delayed. In particular, it will not be unreasonable for the Landlord to withhold consent if there is a reasonable likelihood that the use proposed would:

- (a) give rise to a tenancy to which Part II of the Landlord and Tenant Act 1954 (business tenancies) applies; or
- (b) cause a nuisance to the occupiers of neighbouring properties or significantly increase wear and tear to the Property.

3.3 The Tenant must not use the Property for any illegal, immoral, disorderly or anti-social purposes.

3.4 The Tenant must not do anything to or on the Property or any Common Parts which may reasonably be considered a nuisance or annoyance to the occupiers of neighbouring properties.

3.5 The Tenant must not keep any pets or other animals at the Property without the prior written consent of the Landlord which will not be unreasonably withheld or delayed. If permission is given, it may be given on the condition that the Tenant pays an additional reasonable amount towards the deposit.

4 CARE, MAINTENANCE AND REDECORATION OF THE PROPERTY

4.1 The Tenant must take reasonable care of the Property, any items listed in the inventory and the Common Parts (if any). This includes (but is not limited to):

- (a) taking reasonable steps to keep the Property adequately ventilated and heated so as to prevent damage from condensation;
- (b) taking reasonable steps to prevent frost damage occurring to any pipes or other installations in the Property, provided the pipes and other installations were adequately insulated at the start of the Tenancy; and
- (c) disposing of all rubbish in an appropriate manner and at the appropriate time.

4.2 The Tenant must not make any addition or alteration to the Property or redecorate the Property (or any part of it) without the Landlord's prior written consent which will not be unreasonably withheld or delayed.

4.3 The Tenant must notify the Landlord as soon as reasonably possible about any repairs that are needed to the Property or to any items listed on the inventory for which the Landlord is responsible (see *clause D3*).

4.4 The Tenant will be liable for the reasonable cost of repairs where the need for them is attributable to the Tenant's failure to comply with the obligations set out above in clauses C4.1 and C4.2 or where the need for repair is attributable to the fault or negligence of the Tenant, any Member of the Tenant's Household or any of the Tenant's visitors.

4.5 The Tenant shall promptly replace and pay for any broken glass in windows at the Property where the Tenant, any Member of the Tenant's Household or any of the Tenant's visitors cause the breakage.

5 SECURITY OF THE PROPERTY AND PERIODS OF ABSENCE OF MORE THAN 28 DAYS

5.1 The Tenant must not leave the Property unoccupied for more than 28 consecutive days without giving notice in writing to the Landlord.

5.2 The Tenant must take reasonable steps to ensure that the Property is secure, and all such steps as may reasonably be necessary to mitigate the risk of damage to the Property during that period whenever the Property is unoccupied.

6 ACCESS TO THE PROPERTY BY LANDLORD OR AGENT

Routine access

6.1 Provided the Landlord has given the Tenant at least 24 hours' prior notice in writing, the Tenant must give the Landlord (or any person acting on behalf of the Landlord) access to the Property at reasonable times of day for the following purposes:

- (a) to inspect its condition and state of repair;
- (b) to carry out the Landlord's repairing obligations and other obligations under this agreement; and
- (c) to carry out any inspections required by law including (but not limited to) gas safety inspections, fire safety inspections and inspections of any smoke or carbon monoxide alarms installed in the Property and to carry out any works, repairs, maintenance or installations (including the installation of any smoke or carbon monoxide alarm) required by law.

Access for the purposes of selling or re-letting the property

6.2 Provided the Landlord has given the Tenant at least 24 hours' prior notice in writing, the Tenant must give the Landlord (or any person acting on behalf of the Landlord) access to the Property at reasonable times of day in the following circumstances for the purposes specified:

- (a) where it has been mutually agreed that the fixed term under clause 4.1 will end earlier, to show prospective tenants or purchasers, letting agents or estate agents around the Property, but only during the last 3 months of the Tenancy;
- (b) where the Landlord has served a notice on the Tenant under clause F3 stating his intention to sell the property, to show estate agents or prospective purchasers around the Property; and
- (c) during the last month of the Tenancy, for any of the purposes mentioned in paragraph (a) above.

Access during periods of absence of more than 28 days

6.3 The Tenant agrees that if the Property is to be unoccupied for a period of more than 28 consecutive days, the Landlord may have access during that period for the purposes of keeping the Property insured and taking such steps as may reasonably be necessary to mitigate the risk of damage to the Property during that period.

Emergency access

6.4 The Tenant must give the Landlord (or persons acting on the Landlord's behalf) immediate access to the Property in the event of an emergency on the Property.

7 ASSIGNMENT AND SUBLETTING

Assignment

7.1 The Tenant must not assign (i.e. transfer to another person) the tenancy, either in whole or in part.

Subletting of whole Property

7.2 The Tenant must not sublet the whole of the Property for any duration of the Tenancy.

Subletting of part of the Property

7.3 The Tenant must not sublet part of the Property for any duration of the Tenancy.

8 MOVING OUT AT THE END OF THE TENANCY

8.1 Except for fair wear and tear, the Tenant must return the Property and any items listed on the inventory to the Landlord in the same condition and state of cleanliness as they were at the start of the Tenancy.

8.2 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. If the items are sold, the costs of removal, storage and disposal may be deducted from any sale proceeds.

8.3 The Tenant must give vacant possession and return all keys to the Landlord at the end of the Tenancy.

8.4 The Tenant must provide the Landlord with a forwarding address at the end of the Tenancy.

Section D: Landlord's obligations

1 TO GIVE THE TENANT POSSESSION AT THE START OF THE TENANCY

The Landlord must give the Tenant possession of the Property at the start of the Tenancy.

2 NOT TO INTERFERE WITH THE TENANT'S RIGHT TO QUIET ENJOYMENT OF THE PROPERTY

The Landlord must not interrupt or interfere with the Tenant's right to quiet enjoyment of the Property.

3 REPAIR AND MAINTENANCE OF THE PROPERTY AND ITEMS LISTED ON THE INVENTORY

3.1 In accordance with section 11 of the Landlord and Tenant Act 1985 (repairing obligations in short leases) the Landlord shall:

- (a) keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);

- (b) keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
- (c) keep in repair and proper working order the installations in the Property for space heating and heating water.

3.2 In accordance with section 11 of the Landlord and Tenant Act 1985, the Landlord is not required:

- (a) to repair anything which the Tenant is liable to repair by virtue of the Tenant's duty to take reasonable care of the Property (*see clause C4.1*);
- (b) to rebuild or reinstate the Property in the case of destruction or damage by fire, storm or flood; or
- (c) to keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

3.3 The Landlord must keep in repair and proper working order any furniture, fixtures, fittings and appliances which are listed in the inventory, except where the damage or need for repair is a result of the Tenant's failure to comply with the obligations in clause C4.1.

4 INSURANCE AND RENT SUSPENSION

4.1 The Landlord must insure the Property against fire, flooding and other risks usually covered by a comprehensive insurance policy and must use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible. The Tenant is responsible for arranging insurance of the Tenant's own belongings.

4.2 The Landlord must provide the Tenant with a copy of the insurance policy at the request of the Tenant.

4.3 Where the Property is uninhabitable because of damage caused to the Property by an insured risk then, unless the damage was caused by the Tenant's negligence or failure to comply with the Tenant's obligations under this agreement, the Tenant shall not be required to pay rent until the Property is fit for occupation and use. The Landlord is not required to provide alternative accommodation if the property becomes uninhabitable due to fire, flooding or other damage.

Section E: Landlord's grounds (reasons) for possession during the fixed term

1 LANDLORD'S STATUTORY GROUNDS (REASONS) FOR POSSESSION DURING THE FIXED TERM

1.1 If any of the grounds (reasons) specified in clause E1.2 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.

1.2 The grounds referred to in clause E1.1 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).

Section F: Tenant relinquishing Tenancy during fixed term

1 TENANT RELINQUISHING (GIVING UP) TENANCY DURING FIXED TERM

1.1 The Tenant may wish to end the Tenancy earlier than the end of the fixed term. The Tenant may put this request in writing using the details outlined in H1. The landlord will consider this request and will not unreasonably refuse it.

1.2 If the Landlord agrees to the request, a new Tenancy end date will be mutually agreed and this date will be no less than one calendar month from the date of agreement.

Section G: Additional terms between the landlord and tenant

(insert details of agreed term)

(insert details of agreed term)

(Continue as necessary)

Section H: Contact details and service of written notices

1 THE LANDLORD'S OR AGENT'S CONTACT DETAILS AND SERVICE OF NOTICES ON THE LANDLORD

Service of written notices by post or delivery by hand

1.1 The Landlord agrees that any notices given under or in connection with this agreement which are required to be given in writing may be served on the Landlord either by being left at the address given below or by being sent to that address by first class post. Notices shall be taken to be received the day after being left at the property or the day after posting.

The address for service of written notices and other documents on the Landlord is: **Hackney Town Hall, Mare St, London E8 1EA**

Service of written notices by email

1.2 The Landlord does agree that any notices given under or in connection with this agreement which are required to be given in writing may, alternatively, be sent by email. Notices sent by email shall be taken to be received the day after being sent. The Landlord's email address for these purposes is: **sales@hackney.gov.uk**.

Landlord's or Agent's Emergency contact details

1.3 The Landlord's / agent's (*delete as appropriate*) telephone number is: []

2 THE TENANT'S CONTACT DETAILS AND SERVICE OF NOTICES ON THE TENANT

Service of written notices by post or delivery by hand

2.1 The Tenant agrees that any notices given under or in connection with this agreement which are required to be given in writing may be served on the Tenant during the Tenancy either by being left at the Property or by being sent to the Tenant at the Property by first class post. Notices shall be taken to be received the day after being left at the Property or the day after posting.

Service of written notices by email

2.2 The Tenant *does / does not (delete as appropriate)* agree that any notices given under or in connection with this agreement which are required to be given in writing may, alternatively, be sent by email (except as set out in clause H2.3 below). *Notices sent by email shall be taken to be received the day after being sent. The Tenant's email address for these purposes is: (insert Tenant's email address if agreeing to service by email).*

2.3 Any notice given under section 8 (notice of proceedings for possession) or section 21 (recovery of possession on expiry or termination of assured shorthold tenancy) of the Housing Act 1988 must always be given to the Tenant in hard copy in accordance with clause H2.1 above.

Tenant's Emergency contact details

2.4 The Tenant's telephone number for use in emergencies is: (*insert contact details*)

Section I: Signature

Signed and executed as a deed by the following parties (*delete this wording if the agreement is not being signed and executed as a deed – Tenancy Agreements need to be signed as a deed if they are for a term of 3 or more years*)

Tenant 1

Signature:

Full name (block capitals):

Address:

Date:

Witness (not a family member)

Signature:

Full name (block capitals):

Address:

Date:

Tenant 2
Signature:
Full name (block capitals):
Address:
Date:

Witness (not a family member)
Signature:
Full name (block capitals):
Address:
Date:

Tenant 3
Signature:
Full name (block capitals):
Address:
Date:

Witness (not a family member)
Signature:
Full name (block capitals):
Address:
Date:

(insert additional signature blocks if there are more than 3 tenants)

Landlord
Signature:
Full name (block capitals):
Address:
Date:

Witness (not a family member)
Signature:
Full name (block capitals):
Address:
Date:

(insert additional signature blocks if there is more than 1 landlord)

ANNEXES

Annex 1: Inventory and report of condition (Clause B9)

(If there is an inventory and/ or report of condition they or it should be attached to the agreement here)

