

**Milton (Peterborough) Estates Company**

**trading as**

**Fitzwilliam (Malton) Estates**

**and**

**[insert tenants name(s)]**

**Assured Shorthold Tenancy Agreement**

**for**

**[insert property name]**

Property Ref: [insert property reference]

**ASSURED SHORTHOLD TENANCY**

**AGREEMENT for letting an unfurnished house**

**under Part 1 of the Housing Act 1988**

**as amended by the Housing Act 1996 and Section 212(2) of the Housing Act 2004**

**PARTICULARS**

|  |  |
| --- | --- |
| **Column 1** | **Column 2** |
| Agreement Date: |  |
| Landlord: | Milton (Peterborough) Estates Company (Company Registration No. 286146) trading as Fitzwilliam (Malton) Estatesof Estate Office, 88 Old Maltongate, Malton, North Yorkshire YO17 7EGTelephone Number: 01653 692849 |
| Tenant: |  |
| Guarantor: | N/A |
| Premises: | The dwelling house and garden known as:-Property Name: Address:  |
| Initial Term | The period from and including the First Day of the Initial Term to and including the Last Day of the Initial Term |
| First Day of the Initial Term: |  |
| Last Day of the Initial Term: | [ ]  |
| Rent: | £ per calendar month |
| Rent review | On the anniversary of the First Day of the Initial Term (subject to the provisions for review in Clause 4.) |
| Apportioned Rent: | £ (being the amount of rent for the part month at the commencement of the Initial Term) |
| Deposit: | £ |
| Tenancy: | The tenancy created under this Agreement including any contractual periodic tenancy that arises after the Last Day of the Initial Term |

1. PRELIMINARY
	1. In this Agreement:
		1. expressions in Column 1 of the table of Particulars have the meaning given to them in Column 2 of the table;
		2. the Landlord includes the person who, at any particular time, is entitled to receive the Rent payable under this Agreement;
	2. At any time when the Landlord or the Tenant is more than one person their obligations and covenants can be enforced against all of them jointly and against each of them individually.
	3. Any reference to an Act of Parliament or Statutory Instrument includes a reference to that Act or Statutory Instrument as amended or replaced from time to time and to any subordinate legislation or bye-law made under that Act or Statutory Instrument.
	4. The amounts specified in this Agreement are exclusive of VAT and wherever in this Agreement there is a covenant by the Landlord or Tenant to pay any sum which is a taxable supply, VAT is payable upon the issue of a valid VAT invoice.
	5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
	6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
	7. A reference to writing or written includes an email but does not include a fax.
	8. Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by the Landlord.
	9. Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
2. This AGREEMENT is made on the Agreement Date between the LANDLORD by its Agent REBECCA WILKIN, MRICS of The Estate Office, 88 Old Maltongate, Malton, North Yorkshire YO17 7EG and the TENANT by which it is AGREED as follows:-
	1. The Landlord lets the Premises to the Tenant from the First Day of the Initial Term to the Last Day of the Initial Term and thereafter from month to month until this Agreement is ended under either clause 5 or clause 6 or clause 8.
	2. The Landlord reserves the rights over the Premises set out in Part 2 of the Schedule if any.
	3. This Agreement creates an Assured Shorthold Tenancy under Part 1 of Chapter II of the Housing Act 1988.
	4. If the Landlord allows the Tenant to remain in the Premises after the Initial Term has expired then the Tenancy shall continue as a contractual periodic tenancy on a monthly basis.
	5. The Tenant agrees to pay the Rent in advance without any deduction whatsoever on the first day of each calendar month by standing order (or at the Landlord’s choice by Direct Debit). The first payment to be made on the signing of this Agreement such payment to comprise the first full month’s Rent together with the Apportioned Rent for the part of a month following the First Day of the Initial Term if that date is not the first of a month.
	6. The Tenant shall pay interest at the rate of 3% per annum above Barclays Bank Plc’s base rate on any Rent lawfully due that is paid more than 14 days after the date on which it became due. The interest will be payable from the date the Rent should have been paid until the date the Rent is actually paid.
	7. The Tenant shall be in breach of this Agreement if the Tenant fails to pay the Rent in accordance with this Clause 3 and the Landlord shall be entitled to use the statutory provisions contained in the Housing Act 1988 or any other statutory remedies available to recover possession of the Premises.
	8. If pursuant to Clause 2.4 the Tenant remains in the Premises on a contractual periodic tenancy then the first day of such contractual periodic tenancy or such later date as the Landlord may nominate shall be a rent review date (“the First Rent Review Date”).
	9. Thereafter the Landlord may require the rent to be reviewed at the end of any six month period since the last rent review date or such longer period as the Landlord may nominate throughout the Tenant’s occupation of the Premises .
	10. Until the First Rent Review Date the Rent payable is as shown in the Particulars and thereafter following each rent review date the rent shall be the best rent which the Premises might reasonably be let in the open market at the relevant review date having regard to the provisions of this Agreement other than the Rent originally reserved.
	11. Any reviewed rent shall be payable from the date of the relevant review date until the day before the next review date.
	12. If any reviewed rent has not been ascertained on or before the relevant review date then rent is to continue to be payable at the rate previously payable such payments being on account of the reviewed rent for the relevant period.
	13. The amount of the reviewed rent on each occasion may be agreed at any time between the parties prior to the relevant review date and the parties must use reasonable endeavours to reach agreement (time not being of the essence) but in default of agreement the reviewed rent shall be determined by an independent surveyor acting as an expert and not as an arbitrator such independent surveyor to be appointed in default of agreement between the parties by the President for the time being of the Royal Institution of Chartered Surveyors whose decision shall be final and binding on both parties save in the case of manifest error or fraud.
	14. It is agreed that under no circumstances shall the amount of rent payable by the Tenant for any continuation of the Tenancy after the Last Day of the Initial Term be less than the Rent as shown in the Particulars at the commencement of the tenancy.
	15. Each new rental figure following determination in accordance with the provisions of this Clause shall thereafter be “the Rent” as the term is used and understood throughout this Agreement.
	16. The Landlord may terminate this Assured Shorthold Tenancy by giving not less than two months’ notice in writing to the Tenant to expire at the end of the Initial Term or at the end of any month thereafter in accordance with the provisions of Section 21 of the Housing Act 1988.
	17. The Tenant may terminate this Assured Shorthold Tenancy on or after the Last Day of the Initial Term by a notice in writing given by the Tenant to the Landlord the length of such notice to be one month.
	18. The Landlord has the right to recover possession of the Premises if:
		1. the Initial Term has expired; and
		2. the Landlord has given two months’ notice to the Tenant of the Landlord’s intention to recover possession of the Premises; and
		3. at least six months have passed since the date of this Agreement.
	19. The Tenant shall provide the Landlord with a forwarding address once the Tenancy has come to an end.
	20. At the end of the fixed term granted by this Tenancy, the Tenant shall return the Premises and the Fixtures and Fittings to the Landlord in the condition required by this Agreement.
	21. The Tenant shall remove all personal possessions from the Premises once the Tenancy has ended. If any of the Tenant’s personal possessions are left at the Premises 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 a maximum of one month. The Landlord will take reasonable steps to notify the Tenant at the last known address. 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.
3. THE Tenant agrees with the Landlord as follows:-
	1. To take possession of the Premises at the commencement of the Tenancy and thereafter continuously occupy the Premises (except for reasonable absences due to holidays) and not to part with possession of the Premises or sublet the whole or any part of it;
	2. To pay the Rent in accordance with Clause 3 and to similarly to pay any revised Rent fixed in accordance with Clause 4;
	3. To pay direct to the local authority concerned the council tax and any other similar charges when they fall due;
	4. To pay for all water electricity gas and oil which shall be consumed or supplied on or to the Premises during the tenancy and the amount of all charges made for the use of the telephone cable or satellite television (if the Premises have these) or other such services on the Premises during the Tenancy and at the termination of the Tenancy to arrange for the meters to be read and costs of services to be paid up to that date;
		1. The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.
		2. Where the Tenant allows, either by default of payment or specific instruction, the utilities or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.
	5. For the duration of the Tenancy:
		1. to keep in good clean and tenantable repair and condition the interior of the Premises (damage by accidental fire and any repairs for which the Landlord may be responsible excepted) and to keep clean the inside and outside of all windows that the Tenant can reasonably reach;
		2. to sweep any chimney flues that are in use at least once in every six months and obtain an official certificate from the chimney sweep and;
		3. to keep drains gutters pipes and gullies clear of debris and blockages unless caused by defects which are the Landlord’s responsibility to repair and;
		4. to replace immediately any broken glass and;
		5. to make good repair or restore or (at the option of the Landlord) to pay the value of all or any part of the interior of the Premises which may be broken lost damaged or destroyed by the Tenant or his family servants or others and
		6. at the end of the Tenancy to deliver up to the Landlord the Premises [together with the Fixtures and Fittings therein as set down in the Schedule] and all new fixtures and additions thereto in good clean and tenantable repair and condition and;
		7. the items for which the Tenant is responsible under this clause include the internal decorations, the Fixtures and Fittings and fireplaces, window fittings, sashcords, glass and door furniture and;
		8. the items for which the Tenant is responsible under this clause are agreed to have been in good clean and tenantable repair and condition at the start of the Tenancy unless recorded as being otherwise in the Schedule to this Agreement.
	6. To permit the Landlord or any person duly authorised by the Landlord with or without workmen and others upon giving reasonable notice to enter upon the Premises at all reasonable times during the daytime for the purpose of repairing and painting the outside thereof or of carrying out and completing any structural or other necessary or proper repairs to the Premises or of examining the state and condition of the Premises and for the further purpose of examining the state and condition of the interior of the Premises and thereupon to permit the Landlord or his Agents to give to the Tenant notice in writing of all dilapidations wants of repair cleansing painting amendment and restoration to the interior of the Premises then found and by such notice to require the Tenant to repair cleanse paint amend and restore or make good the same respectively within one month from the service of such notice and if the Tenant fails to execute the afore-mentioned work within the said period of one month then to permit the Landlord to enter upon the Premises and execute such work at the expense of the Tenant and to pay to the Landlord the expenses of any such work upon demand.
	7. To use the Premises as a single private dwelling-house only for the use of the Tenant and the Tenant’s immediate family and not to carry on or permit to be carried on from the Premises or any part thereof any profession trade or business whatsoever nor to let apartments in nor to receive paying guests on the Premises nor to place or exhibit any notice board or notice whatsoever on any portion of the Premises.
	8. Not to erect any satellite television dish on the Premises without the written consent of the Landlord.
		1. Neither to cause nor to allow members of his household or visitors to cause a nuisance or annoyance to other persons in the locality or to any tenant agent employee or contractor of the Landlord or cause damage to neighbouring or adjacent properties.
		2. Not to use the Premises for immoral or illegal purposes.
	9. Not to assign charge underlet or part with or (subject to clause 7.8) share possession or occupation of the whole of the Premises or any part thereof.
	10. Not to keep any pets or other animals on the Premises or any part thereof without the written consent of the Landlord.
	11. Not to keep or park any caravan, trailer, boat, commercial or unroadworthy vehicle on the Premises.
	12. Not to lop top cut down remove or otherwise injure any tree shrubs or plants growing upon the Premises or to alter the general character of the garden and throughout the whole of the Tenancy to cultivate the garden in a reasonable manner according to the season of the year.
	13. Not to erect on the Premises any buildings, summer houses, sheds or other freestanding structures without the written consent of the Landlord.
	14. Within 7 days after receipt of any notice given or order made by any competent authority in respect of the Premises to give full particulars thereof to the Landlord and to take all reasonable steps to comply with the same and to join with the Landlord in taking such other reasonable action in relation thereto as the Landlord may decide.
	15. To drain the water system prior to leaving the Premises empty for any period exceeding seventy-two hours from 1st November to 30th April to avoid risk of burst water pipes.
	16. Not to make any alterations or additions to the Premises.
	17. Not to carry out internal redecorations to the Premises without prior approval from the Landlord of materials and colours to be used.
	18. To provide adequate fire extinguishers on the Premises and do nothing to invalidate the Landlord’s insurance policy for the Premises.
	19. To allow the Landlord or anyone duly authorised by him to affix to the Premises a ‘For Sale’ or ‘To Let’ board during the last three months of the tenancy and upon reasonable notice to permit viewings of the Premises at reasonable times by prospective purchasers or tenants or their advisers when accompanied by the Landlord or his duly authorised agent.
	20. Not to commission an Energy Performance Certificate for the Premises without the Landlord's consent.
	21. IT IS HEREBY AGREED AND DECLARED as follows, if the Tenant :
		1. is at least 14 days late in paying the Rent or any part of it (whether formally demanded or not) or
		2. has broken any of the terms of this Agreement or
		3. is declared bankrupt under the Insolvency Act 1986 or enters into a scheme of Voluntary Arrangement with his creditors or
		4. or if the Premises shall be left vacant or unoccupied for 4 weeks or
		5. if any of the Grounds 2, 7, 7A, 7B or 8 or 10-15 (inclusive) and 17 contained in Schedule 2 to the Housing Act 1988 apply

then subject to any statutory provisions the Landlord may re-enter the Premises pursuant to this clause and recover possession of the Premises in which case the Tenancy will immediately come to an end but without prejudice to any right or remedy which the Landlord may have to recover all such Rent in arrear and damages in respect of any breach of this Agreement.

(**NOTE:** The Landlord may not recover possession without an Order of Court under the Housing Act 1988. Except in certain cases set out in the Act of substantial arrears of rent the court has a discretion whether or not to make an Order and is likely to take account of whether unpaid rent has later been paid or a breach of the terms of the tenancy has been made good.)

* 1. If the Tenant breaches this Agreement or fails to fulfil any of its obligations under this Agreement, the Tenant shall pay any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.
	2. The Landlord will insure the Premises.
	3. The Tenant is responsible for insuring his own personal property and third party liability risks.
	4. In accordance with Section 11 of the Landlord and Tenant Act 1985, the Landlord shall:
		1. Keep in repair and proper working order the installations in the Premises 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
		2. Keep in repair and proper working order the installations in the Premises for space heating and heating water.
	5. The Landlord shall not be required to
		1. Carry out any works or repairs for which the Tenant is liable by virtue of this Agreement; or:
		2. Keep in repair or maintain anything which the Tenant is entitled to remove from the Premises.
1. This Agreement shall not be construed as requiring the Landlord to rebuild or reinstate the Premises in the case of destruction or severe damage by fire storm flood or any other cause but in the event that the Premises are uninhabitable due to such damage then the rent will cease to be payable until the Premises are rebuilt or repaired.
2. Acceptance of cheques drawn on accounts other than those of the Tenant named herein or other payments by a third party in settlement of any Rent due shall be on the basis that any such payment is made by that person as an agent on behalf of the Tenant and does not indicate acknowledgement by the Landlord of such party as being the Tenant of the Premises.
3. THE Landlord agrees with the Tenant that the Tenant has the right to possess and enjoy the Premises during the tenancy without any interruption from the Landlord or any person claiming under or in trust for him but:
	1. this clause does not limit any of the rights under this Agreement which the Tenant has agreed to allow the Landlord to exercise and
	2. this clause does not prevent the Landlord form taking lawful steps to enforce his rights against the Tenant if the Tenant breaks any of the terms of this Agreement
	3. The Landlord acknowledges receipt of the Deposit from the Tenant.
	4. At the end of the Tenancy, the Landlord shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:
		1. Make good any damage to the Premises or the Fixtures and Fittings (except for fair wear and tear) caused by the Tenant’s failure to take reasonable care of the Premises or the Fixtures and Fittings;
		2. Replace any of the Fixtures and Fittings which may be missing from the Premises;
		3. Pay any Rent which remains unpaid; and
		4. Pay for the Premises and the Fixtures and Fittings to be cleaned if the Tenant is in breach of its obligations under Clause 7
	5. The Deposit shall be held by the Landlord in a bank account solely used to hold tenants’ deposits.
	6. The Deposit shall be protected with a government-authorised tenancy deposit protection scheme within thirty days of the Landlord receiving it from the Tenant.
	7. The Landlord has provided OR will provide within 30 days of the Deposit being received the information required under Section 213(5) of the Housing Act 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (SI 2007/797).
	8. No interest shall be payable on the Deposit.
	9. The Landlord shall inform the Tenant within ten Working Days of the Tenancy ending if the Landlord intends to withhold all or part of the Deposit as detailed in clause 14.2.
	10. The Landlord reserves the right for the Landlord, or any person acting on behalf of the Landlord, to enter the Premises on giving at least 24 hours’ prior notice in writing to the Tenant:
		1. To carry out repairs or alterations to the next door premises;
		2. To take gas, electricity or water meter readings;
		3. For any purpose mentioned in this Tenancy or connected with the Landlord’s interest in the Premises or any other property; and
		4. To show prospective tenants or purchasers around the Premises.
	11. The Landlord has the right to retain a set of keys to the Premises which shall only be used with the prior consent of the Tenant (except in an emergency).
	12. The Landlord reserves the right to display a “for sale” or “to let” sign on the Premises in the last three months of the Tenancy.
	13. Any notice to the Landlord sent under or in connection with this Agreement shall be deemed to have been properly served if:
		1. Sent by first class post to the Landlord’s address given in the Particulars or
		2. Left at the Landlord’s address given in the Particulars
	14. Any notice sent to the Tenant under or in connection with this Agreement shall be deemed to have been properly served if:
		1. Sent by first class post to the Premises or
		2. Left at the Premises.
	15. If a notice is given in accordance with clause 17.1 or clause 17.2 it shall be deemed to have been received:
		1. If delivered by hand, at the time the notice is left at the proper address; or
		2. If sent by first-class post, on the second Working Day after posting.
4. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

**THE SCHEDULE**

**PART 1 - Fixtures and Fittings included with the Premises**

**(with a note as to condition if not in good clean and tenantable repair
 at the start of the tenancy)**

**PART 2 – Rights Reserved over the Premises under Clause 2**

Subject to the following:

AS WITNESS the hands of the said parties on the date specified above.

SIGNED by **REBECCA WILKIN MRICS** )

 (as Agent on behalf of the Landlord) )

In the presence of

Witness Signature:………………………………………………..

Witness Name: …….……………………………………………..

Address: …………………………………………………………..

…………………………………………………………………….

Occupation: ………………………………………………………

SIGNED by the Tenant )

 **)**

In the presence of

Witness Signature:……………………………………………….

Witness Name: …….…………………………………………….

Address: ………………………………………………………….

……………………………………………………………………

Occupation: ………………………………………………………

SIGNED by the Tenant )

  **)**

In the presence of

Witness Signature:……………………………………………….

Witness Name: …….…………………………………………….

Address: ………………………………………………………….

……………………………………………………………………

Occupation: ………………………………………………………

**PRESCRIBED INFORMATION RELATING TO TENANCY DEPOSITS\***

**MY DEPOSITS – INSURANCE SCHEME**

\*In accordance with The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

To:

|  |  |  |
| --- | --- | --- |
|  | Name, address, contact details of the tenancy deposit scheme safeguarding your tenancy deposit is: | Tenancy Deposit Solutions Limited trading as:My Deposits Premier House 1st Floor,Elstree WayBorehamwood WD6 1JH[www.mydeposits.co.uk](http://www.mydeposits.co.uk)0333 321 9401info@mydeposits.co.uk |
|  | Information contained in a leaflet supplied by the Scheme Administrator to the Landlord explaining the operation of the provisions contained in the statutory scheme. | See attached Terms and Conditions |
|  | Information on the procedures applying for the release of the deposit at the end of the tenancy. | See attached Terms and Conditions |
|  | Procedures that apply under the Scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy. | See attached Terms and Conditions |
|  | Procedures that apply under the Scheme where the Landlord and the Tenant dispute the amount to be repaid to you in respect of the deposit. | See attached Terms and Conditions |
|  | The facilities available under the Scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation. | There is an alternative Dispute Resolution Scheme available enabling an independent adjudicator to decide on any dispute.See attached Terms and Conditions |

|  |  |  |
| --- | --- | --- |
|  | Tenancy Specific Information |  |
|  | 1. Amount of deposit paid:
 | £ |
|  | 1. Address of property to which the tenancy relates:
 |  |
|  | 1. Name, address and details of landlord:
 |  |
|  | Name: | Milton (Peterborough) Estates Company trading as Fitzwilliam (Malton) Estates |
|  |  Address: | The Estate Office, 88 Old Maltongate, Malton YO17 7EG |
|  |  Telephone No: | 01653 692849 |
|  |  Email address: | office@maltonestate.co.uk |
|  | 1. Name, address and contact details of the Tenant(s)
 |  |
|  | 1. Name:
 |  |
|  |  Address: |  |
|  |  Telephone No: |  |
|  |  Email address: |  |
|  | Contact address to be used by the landlord at the end of the tenancy: |  |
|  | 1. Name, address and contact details of the Tenant(s)
 |  |
|  | 1. Name:
 |  |
|  |  Address: |  |
|  |  Telephone No: |  |
|  |  Email address: |  |
|  | Contact address to be used by the landlord at the end of the tenancy: |  |
| **Note: please see Note 3 below regarding the tenant’s or lead tenant’s responsibility to register their contact address with My Deposits and to ensure that their address is updated at the end of the tenancy.** |
|  | 1. Name of Third Party making the payment:
 |  |
|  |  Name: | N/A |
|  | Address: | N/A   |
|  | Telephone No: |  |
|  | Email address: |  |
|  | 1. Circumstances when all or any part of the deposit may be retained by the landlord:
 | See Tenancy Agreement Clause 14. |

I/We (being the Landlord) certify that:-

1. The information provided is accurate to the best of my/our knowledge and belief
2. I/We have given the Tenant(s) the opportunity to sign this document by way of confirmation that the information is accurate to the best of the Tenant(s) knowledge and belief

Landlord: Signed by **REBECCA WILKIN MRICS** Signature: ……………………………

(as Agent on behalf of Milton (Peterborough)

Estates Company) T/A Fitzwilliam (Malton) Estates

 Dated: ……………………………

Tenant: Signature: ……………………………

 Dated: ……………………………

 Signature: ……………………………

 Dated: ……………………………

**NOTES:**

1. A copy of My Deposits Terms and Conditions form part of this agreement and are attached.
2. The tenant(s) and relevant persons (if any) agree that the lead tenant nominated by all the joint tenants and any relevant persons and that the responsibilities of the lead tenant are fully understood by all tenants. The responsibilities are detailed in ‘A Tenants guide to My Deposits’.
3. It is the tenant’s or lead tenant’s (where relevant) responsibility to register their contact address with the My Deposits and to ensure that address is updated at the end of the tenancy.
4. The document is provided by My Deposits by way of information only. My Deposits accepts no liability for its contents. It is the Landlord(s) responsibility to ensure it is completed accurately, served on the Tenant(s) within 30 days of receipt of the deposit and to give the Tenant(s) an opportunity to check and sign this document.

