

HOUSE/FLAT SHARE TENANCY AGREEMENT
(For a Room in a Furnished House or Flat on an Assured Shorthold Tenancy
– Non-Resident Landlord)

The PROPERTY Room No. _____
56 Boston Gardens, Brentford, London, TW8 9LP

The LANDLORD
of

The TENANT (1)

The TENANT (2)

The TENANT (3)

The TERM

_____ weeks / months beginning on the ____ / _____ / _____

The RENT

£_____ per week / month payable in advance on the _____ of each week / month

RENT inclusive of Council Tax, Water Services, Electricity, Gas

Inclusive Services at Weekly servicing of common areas,

discretion of Landlord Wireless Internet access.

RENT exclusive of Telephone, TV Licence, Personal Contents Insurance.

The DEPOSIT 4 Weeks / 1 month rent = £_____

The INVENTORY means the list of the Landlord's possessions at the Property which has been signed by the Landlord and the Tenant

DATED

SIGNED

(The Landlord)

(Tenant 1)

DATED

SIGNED

(Tenant 2)

(Tenant 3)

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(s) for occupation. Only the above named tenants are permitted to occupy the property. Any exception to this must be confirmed in writing by the Landlord.

House/Flat Share Tenancy Agreement (Non-Resident Landlord) - Terms and Conditions

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. Under this Agreement the Tenant will have exclusive occupation of his/her designated room and will share with other occupiers of the Property the use and facilities of the Property (including such bathroom, toilet, kitchen and dining room facilities as may be at the Property).

1. The Tenant's obligations:

- 1.1 To pay the Rent at the times and in the manner aforesaid
- 1.2 To keep the items on the Inventory and the interior of the Property (both private and common areas, inside and outside) in a good and clean state and condition and not damage or injure the Property or the items on the Inventory
- 1.3 To yield up the Property and the items on the Inventory (if any) 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)
- 1.4 Not make any alteration or addition to the Property nor without the Landlord's prior written consent (consent not to be withheld unreasonably) do any redecoration or painting of the Property
- 1.5 Not do anything on or at the Property which:
 - 1.5.1 may be or become a nuisance or annoyance to any other occupiers of the Property or owners or occupiers of adjoining or nearby premises
 - 1.5.2 is illegal or immoral
 - 1.5.3 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
- 1.6 Not without the Landlord's prior consent allow or keep any pet or any kind of animal at the Property
- 1.7 Not use or occupy the Property in any way whatsoever other than as a private residence
- 1.8 Not to assign, sublet, charge or part with or share possession or occupation of the Property.
- 1.9 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, undertake servicing of the common areas and private rooms, or during the last month of the Term, show the Property to prospective new tenants, provided the Landlord has given reasonable prior notice (except in emergency)
- 1.10 To pay the Landlord's reasonable legal and/or other costs reasonably incurred as a result of any breaches by the Tenant of his obligations under this Agreement
- 1.11 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 which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until payment
- 1.12 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
- 1.13 All use of the internet provided by the Landlord at the property to be legal. Any internet access provided may be withdrawn permanently by the Landlord without notice, without compensation and solely at the Landlord's discretion.

2 House Rules

- 2.1 No other persons other than the tenant(s) explicitly named on this agreement are permitted to stay at the property overnight without the written consent of the Landlord.
- 2.2 The tenant may host day visitors at the property however any use of property's common areas by the visitor(s) is at the discretion of the other property tenants.
- 2.3 No smoking of any form is permitted at any time within any parts of the property. This includes all inside and outside areas whether private or not. It covers both tenants and visitors. There are no exceptions.
- 2.4 The volume control on any television, radio, audio system or musical instrument must be set to a low level such that it does not disturb others within the house or neighbours.
- 2.5 All common areas of the house must be kept in a tidy and clean state.
- 2.6 The usage of all common facilities including the bathrooms, kitchen and utility rooms must be undertaken in such a way to minimise the inconvenience to other members of the household.
- 2.7 The house members are responsible for adequately sorting and packaging household recycled materials and rubbish. These are to be placed at the front of the house on rubbish collection day.
- 2.8 Tenants with exclusive use ensuite bathrooms must not use common area showers.
- 2.9 Tenants without ensuite toilet and/or handbasin facilities have priority over shared toilet and handbasin facilities.
- 2.10 Tenants should respect other household members property and allocated space within the kitchen cupboards and refrigerators/freezers.
- 2.11 The kitchen should always be cleaned immediately after usage for the benefit of others. The conservatory is for use by all tenants.
- 2.12 With the exception of the allocated spaces within the kitchen, personal items must not be stored within the common areas of the house. Bicycles can be stored in the raised paved area of the back garden behind the fir tree.
- 2.13 The back garden is for use by all tenants.
- 2.14 The drying of washed clothes should be done on drying racks within the tenants room and should not be placed within common areas of the house. An outside clothes line is permitted within the raised concreted section of the back yard.
- 2.15

3. Ending this Agreement

- 3.2 If the tenant stays on after the end of the fixed Term, his tenancy will continue but will run from month to month (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. The landlord can end the periodic tenancy giving at least two month's written notice to the tenant(s).
- 3.3 If at any time
 - 3.3.1 any part of the Rent is outstanding for 10 days after becoming due (whether formally demanded or not) and/or
 - 3.3.2 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
 - 3.3.3 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

House/Flat Share Tenancy Agreement (Non-Resident Landlord) - Terms and Conditions

come to an end. The Landlord retains all his other rights in respect of the Tenant's obligations under this Agreement. This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977

4. The Deposit

- 4.1 The Deposit will be held by the Landlord and will be refunded to the Tenant at the end of the Term (however it ends) at the forwarding address 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 his Agreement by the Tenant. No interest will be payable to the Tenant in respect of the Deposit money
- 4.2 The Deposit shall be re-payable 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 4.1 However, the Landlord shall not, save in exceptional circumstances, retain the Deposit for more than one month after the end of the tenancy
- 4.3 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

5. Other provisions

- 5.1 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
- 5.2 For stamp duty purposes, the Landlord and the Tenant confirm that there is no previous agreement to which this Agreement gives effect
- 5.3 The Landlord shall be entitled to have and retain keys for all the doors to and within the property. The Tenant shall not change any of the locks or cut additional keys without the written consent of the Landlord.
- 5.4 Any notices or other documents shall be deemed served on the Tenant 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

- 5.5 Any person other than the Tenant who pays all or part of the rent due under this Agreement 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
- 5.6 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 1.13 of the Agreement) 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 sale will be dealt with in the same way as the Deposit as set out in clause 4.2 above
- 5.7 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).
- 5.8 Where the context so admits:
 - 5.8.1 The 'Landlord' includes the persons from time to time entitled to receive the Rent
 - 5.8.2 The 'Tenant' includes any persons deriving title under the Tenant
 - 5.8.3 The 'Property' includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property
 - 5.8.4 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 and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation
 - 5.8.5 All references to 'he', 'him' and 'his' shall be taken to include 'she', 'her' and 'hers'