



Aston Property Management – Joint Tenancy agreement

Residential Property Management & Letting

This agreement is an assured shorthold tenancy (as defined in section 19A of the Housing Act 1988). The arrangements in Section 21 of the Housing Act 1988 for the Landlord to repossess the Property apply to this Agreement. This means that you cannot claim any legal rights to stay on once the tenancy has ended and a court order has been obtained requiring you to leave. For a more detailed explanation you should consult a Housing Advice Centre, Solicitor or Citizens Advice Bureau who will tell you what this means.

JOINT TENANCY AGREEMENT

For letting furnished property on an assured shorthold tenancy under Part 1 of the Housing Act 1988.

THIS AGREEMENT is made the

[Redacted]

BETWEEN

[Redacted]

C/o Aston Properties, 10 Ash Road, Headingley, Leeds, LS6 3JF

“The Landlord” which includes the person who is for the time being entitled to possession of the Property when the Tenancy ends.

AND

(1) **‘The Responsible Person’**
(2)
(3)
(4)
(5)
(6)
(7)
(8)
(9)

NAMES AND ADDRESSES

[Redacted]

“The Tenant” which expression shall where the context so admits include the persons deriving title under the Tenant.

Where the Tenant is two or more individuals each shall be jointly and individually responsible for paying the rent and for keeping all of the terms of this Agreement. Each person is therefore individually responsible to the Landlord for payment of the whole of the rent and for performing the Tenant’s obligations contained in this Agreement.

WHEREBY IT IS AGREED as follows:-

1. The Landlord lets and Tenant takes the premises known as

[Redacted]

Referred to as “the Property” throughout this Agreement and which expression also includes the Landlord’s fixtures, fittings, furniture and effects (if any) at any time in the Property (“the Fixture and Fittings”) for a fixed term of

[Redacted]

From and including

[Redacted]

Referred to throughout this Agreement as the “Commencement Date.”

The Tenant shall pay to the Landlord rent of:

£ Per month / Per annum

Payable quarterly in advance by Direct Debit on the following dates:

The Property does not include any parts which are not habitable. The Landlord will allow the Tenant unrestricted access over such parts provided the Tenant keeps them clean and free from rubbish.

2. The provisions of Section 196 of the Law of Property Act (which sets out how notices can be served) shall apply to any notice authorised or required to be served under this Agreement or under any statutory enactment.

3.

3.1 The Tenant shall pay to the Landlord upon the date of this Agreement a deposit of

[Redacted] (“the Deposit”)

to be paid to the Landlord’s agent (Richard Aston trading as Aston Properties of 10 Ash Road, Headingley, Leeds LS6 3JF herein after referred to as “the Agent”) which the Landlord acknowledges receipt of.

3.2 The Tenant confirms that if the Deposit has been paid/contributed towards by a third party on behalf of the Tenant the Tenant will complete the information at the end of this Agreement giving the details of the third party/parties.

3.3 The Deposit is held by the Agent as stakeholder. The Agent is a member of the Tenancy Deposit Scheme. This means that the Agent cannot part with the Deposit except as agreed between the Landlord and the Tenant or as ordered by the Court.

3.4 If the Property is sold or where the Agent manages the Property if he ceases to manage it the Agent may pay the Deposit to a person who is a member of the Tenancy Deposit Scheme (“TDS”) (operated by the Dispute Service) or to arrange to protect it under one of the other authorised tenancy deposit schemes even though the Agent holds the Deposit as stakeholder.

3.5 At the end of the Tenancy, the Landlord shall be entitled to withhold from the Deposit the whole or such proportion of the Deposit as may be reasonably necessary to:

3.5.1 make good any damage to the Property or the Fixtures and Fittings (except for fair wear and tear);

3.5.2 replace any of the Fixtures and Fittings which may be missing from the Property;

3.5.3 pay any accounts for utilities, Council tax charges or any other taxes or accounts for which the Tenant may be liable, which remain unpaid;

3.5.4 pay any rent which remains unpaid;

3.5.5 pay for the Property and the Fixtures and Fittings to be cleaned if the Tenant is in breach of its obligation under this Agreement.

3.5.6 pay for any costs and other expenses the Tenant is responsible for under the terms of this Agreement.

3.5.7 reasonable compensation for any other breach of the terms of this Agreement.

3.6 Any interest earned on the Deposit will belong to the Agent.

3.7 Without prejudice to sub clauses 3.8 and 3.9 the Deposit shall be returned to the Tenant after the Tenant has vacated the Property, following the expiration or determination of the Tenancy but after deducting all such rent monies, loss expenses and sums referred to in sub-clause 3.5 (if any).

3.8 Where the Tenant has been in receipt of housing benefit if at any time during the Term they have been paid direct to the Landlord by the Local Authority, the Landlord reserves the right to withhold the Deposit until such time as the Landlord is satisfied that no part of such benefits are repayable to the local authority.

3.9 The Landlord reserves the right to withhold the Deposit until the Tenant has paid for all the costs in full in respect of water, gas, electricity, and telephone for the Property and the Tenant has delivered all final bills receipted as paid together with proof of payment or exemption for Council Tax to the Agent together with the deposit return form supplied by the Agent.

3.10 At the end of the Tenancy once all the conditions in this Agreement have been met by the Tenant for the return of the Deposit the following provisions shall apply:

3.10.1 The Agent must tell the Tenant within 20 working days of the sub clause 3.9 being satisfied if they propose to make any deduction from the Deposit.

3.10.2 If there is no dispute the Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of this Agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.

3.10.3 The Tenant should try to inform the Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 20 working days after the Landlord or Agent has notified the Tenant of any proposed deductions. The TDS's Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

3.10.4 If, after 10 working days following notification of a dispute to the Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to sub clause 3.10.5 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.

3.10.5 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remains unaffected by paragraphs 3.10.1 to 3.10.4 above.

3.11.1 That the Responsible Person will be: (i) the receiver of any money the Landlord is required to pay to the Tenant (including the repayment of the Deposit) under the terms of this Agreement, (ii) the only person who will communicate with the Agent on behalf of the Tenant, (iii) the only person who may report repairs or who may make any other requests regarding the Property to the Agent (when possible).

3.11.2 That the Responsible Person may be substituted if requested by a majority of the tenants in writing to the Landlord.

3.12 That Deposit returns will be considerably delayed if remedial work is required to the Property caused by the acts or omissions of the Tenant.

3.13 The Deposit cannot be used by the Tenant in lieu of rent.

3.14 The Landlord may return the Deposit (or the balance of the Deposit), to any person named as the Tenant and the Landlord shall be under no obligation to any of the others named as Tenant in doing so.


4. The Tenant agrees:-

4.1 To pay the rent on the days and in the manner specified.

4.2 To pay the Agent a reasonable charge of £40.00 on every occasion that a payment is unpaid by the Tenant's bank.

4.3 To pay the Agent a reasonable charge of £10.00 for each letter or e-mail written to the Tenant for any act or omission of the Tenant which the Landlord reasonably believes to be a breach of the terms of this Agreement.

4.4 To pay to the Landlord upon the date of this Agreement the sum of


in respect of the licence fee payable by the Landlord to the local authority for licensing the Property as a House in Multiple Occupation under the Housing Act 2004.

4.5 To pay the Agent the signing fees as listed in the accompanying information sheet (provided before the signing of this Agreement).

4.6 To provide upon the date of this Agreement correct bank details and authorisation for direct debits as requested by the Landlord or the Agent and to provide up to date bank details and authorisation for direct debits that the Landlord or the Agent requests during the Tenancy.

4.7 To provide a form of guarantee by a person acceptable to the Landlord, if required. This guarantee must be returned to the Agent within 14 days from the date of this Agreement.

4.8.1 To pay all costs in connection with the supply and removal of gas, electricity, water, sewage, telecommunications, data, television licence fee and other services and utilities to and from the Property.

4.8.2 To comply with all requirements of the relevant suppliers relating to the use of those services and utilities.

4.8.3 To pay all taxes relating to the Property including Council tax.

4.8.4 If any of the costs in this sub clause 4.8 are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.

4.8.5 To notify each utility company of the change of tenant at the commencement and the end of the Tenancy and to provide evidence that this has been done if reasonably requested by the Landlord or Agent.

4.8.6 To take final meter readings (not estimated) of the gas, electric and water (where applicable) and telephone companies on the last day of the Term and to notify each utility company (and the Agent if requested) of those final readings.

4.8.7 To pay for any disconnection charges in the event of any such services referred to in this sub clause 4.8 being disconnected as a result of the Tenant's default and to pay for the reconnection of those services and to pay any charges to transfer such facilities back to the Landlord at the expiry or sooner determination of the Tenancy.

4.8.8 Not to alter the gas or electricity supplier without notifying the Landlord of the name, address and account number of the new supplier.

4.9 Not to damage or injure the Property or make any alteration modification or addition to it, including decorating or interfere with the water, gas or electrical system without the Landlord's written consent (such consent not to be unreasonably withheld or delayed).

4.10 To preserve the Fixtures and Fittings from being destroyed or damaged and not remove any of them from the Property or store them or anything else in the basement of the Property.

4.11 Not to fit or change any locks at the Property.

4.12.1 To return the Property at the end of the Tenancy in the same good clean state and condition as it was at the beginning of the Tenancy.

4.12.2 To make good or if so required by the Landlord pay all reasonable costs for the repair of or replacement of any damage to the Property and all such items of the Fixtures and Fittings as shall be broken, lost, damaged or destroyed during the Tenancy (reasonable wear and tear excepted).

4.13 Return the keys to the Agent before 11:00 am on the last day of the Tenancy.

4.14 To pay the reasonable costs (minimum £25.00) of the Landlord or Agent for any out of office hours call outs due to lost / misplaced keys (where possible) including the cost of their own time.

4.15 To leave the Fixtures and Fittings at the end of the Tenancy in the rooms or places in which they were at the beginning of the Tenancy.

4.16 To pay all reasonable costs incurred for the cleaning of all carpets, the washing and ironing or pressing of all linen, counterpanes, blankets and curtains which shall have been soiled during the Tenancy.

4.17 To pay for all damage to the Property including accidental damage caused by the Tenant or the Tenant's guests and damage caused by anybody including intruders due to the forcing open of locked internal doors.

4.18 Not to assign, sublet or part with possession of or charge the Property or any part of it or share occupation of all or any part of the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed).

4.19 Not to carry on in the Property any profession, trade or business or receive paying guests at the Property and to not place or exhibit any notice board or notice on the Property or use the Property for any other purpose than that of a strictly private residence for the occupation solely of the Tenant.

4.20 Not to do or suffer to be done in the Property anything which may, (i) be or become a nuisance or annoyance to:- the Landlord, the Agent, other neighbouring premises, or other owners or occupants (ii) invalidate any insurance against fire or increase the ordinary premium for such insurance, (iii) be illegal or immoral.

4.21 To use the Property in a tenant like manner and to keep the Property and Fixtures and Fittings clean and tidy or to pay to have them cleaned if necessary. If 7 days after receiving a written warning that the Landlord is not satisfied with the cleanliness of the Property and/or the Fixtures and Fittings to the required standard (with the Landlord acting reasonably) the Tenant will pay for this cleaning. This includes keeping the windows clean inside and out.

4.22.1 To keep any outside grounds of the Property clear of litter and rubbish arising from any source or to pay to have this rubbish cleared.

4.22.2 To clear or pay for the cost of clearing all blockages and stoppages to any sink, bath, shower, W.C. or other waste serving the Property if the blockage can reasonably be attributed to Tenant misuse.

4.23.1 To heat and air the Property as required to prevent freezing and condensation occurring.

4.23.2 Pay a reasonable sum for damage caused by condensation if such damage can reasonably be attributed to Tenant misuse.

4.24 Not to keep any birds or animals at the Property without the Landlord's prior written consent such consent not to be unreasonably withheld. Any such consent may be withdrawn for good reason.

4.25.1 To permit the Landlord or the Agent at all reasonable hours on at least 24 hours notice (except in the case of emergencies) to enter the Property for the purposes of inspection, repairing, replacing, making repairs, altering, cleaning or improving or to permit the Landlord to exhibit a To Let or a For Sale board on the Property without penalty to the Landlord or Agent.

4.25.2 To permit the Property to be viewed at all reasonable times upon previous appointment made by any person who is, or who is acting on behalf of a prospective purchaser or tenant of the Property who is authorised by the Landlord or the Agent.

4.26 To inform the Agent immediately (or as soon as the Tenant becomes aware) of any repairs needed particularly those where lack of attention will cause further damage to the Property.

4.27 To be responsible for the removal or control of any rodents or general infestation which affect the Property during the Tenancy if such infestation can be reasonably attributed to the Tenant's lack of care and/or the state of cleanliness of the Property.

4.28 To replace consumables (e.g. light bulbs, fluorescent strip lights, Hoover belts and bags, cleaning materials, etc).

4.29 That no additional upholstered furniture may be brought into the Property without the Landlord's prior written permission.

4.30 Not to use any form of paraffin heater, liquid petroleum gas heater or portable gas heater within the Property.

4.31 Not to erect any wireless, satellite dish or television aerial at the Property without the prior written consent of the Landlord or the Agent (such consent not to be unreasonably withheld).

4.32 To keep the Property secured against theft or illegal entry and to activate the burglar alarm (if any) whilst the Property is unoccupied.

4.33 To allow a period of one month without liability to the Landlord from the date the Tenant collects the keys to the Property for the Landlord or Agent to respond to and rectify any such reasonable requests as may be made by the Tenant to clean, furnish or repair the Property in order to move in. Such requests must be made to the Agent within a reasonable time which the Tenant acknowledges is within 48 hours of the keys being collected otherwise the Tenant will be deemed to have received the Property in an acceptable condition.

4.34 To pay all reasonable expenses (including Solicitors' and Surveyors' fees) which the Landlord incurs in preparing or serving any notice relating to this Agreement or the Tenancy including a notice under Section 146 of the Law of Property Act 1925 (even if forfeiture is avoided without a Court order) or in preparing and serving a Schedule of dilapidations recording failure to give up possession of the Property in the appropriate state of repair when this Agreement ends or in recovery of arrears of rent or in enforcing any obligations on the part of the Tenant.

4.35 In the event of any instalment of rent or any other money payable under this Agreement remaining unpaid after the same becomes payable then the same shall carry interest at the rate of 4% per annum above the base rate of Royal Bank of Scotland plc (with a minimum of 5%) from time to time from the date upon which the same became payable until payment.

4.36 Not to store or bring on the Property within reason any article of a specifically combustible inflammable or dangerous nature.

4.37 As soon as reasonably possible to forward to the Landlord any post addressed to the Landlord.

4.38 To replace any glass or windows in the Property which may be cracked or broken that can reasonably be attributed to Tenant's misuse.

4.39 To carry out regular tests on the burglar alarm and fire alarm systems (if any) and to replace as necessary the batteries to any similar attachments in the Property.

4.40 That the maximum number of occupiers is

and that the Tenant will not allow this number to be exceeded.

4.41 Not to do anything which is in breach of any HMO licence affecting the Property.

4.42 That all rooms within the Property are the joint responsibility of all the tenants to the Tenancy. Any deductions from the Deposit will be on a joint basis.

4.43 Not to do anything which may create a fire or safety hazard at the Property, including not smoking. This includes not overloading electric sockets.

4.44 That on returning the Property to the Landlord, the following requirements are to be met in full by the Tenant:-

(i) All rents for the Property are paid in full. (ii) All keys to the Property are returned directly to the Agent on or before 11:00 am on the last day of the Tenancy and not handed directly to the new occupants. In the event of a full set of keys not being returned in the manner specified the Tenant will pay the Landlord or Agent for replacement locks, keys and fitting costs. (iii) The Property is thoroughly cleaned throughout. All carpets are vacuumed or brushed; lino areas mopped or scrubbed; walls, doors and skirting boards are washed down with mild detergent; all kitchen cupboards and work surfaces are cleaned underneath; bath, shower and sink units are to be left descaled and clean. Toilets are to be left cleaned and bleached. (iv) All personal effects are removed from the Property and all rubbish including foodstuffs, bottles, newspapers, magazines and unwanted clothing is to be bagged and removed from the Property. Bin areas are to be left in a clean and tidy state. Any rubbish left in a manner unacceptable for collection by the local authority will be removed by the Landlord and the reasonable cost of removal paid by the Tenant, this may include trade refuse charges (v) The Tenant's rental equipment such as Televisions, videos, washing machines are returned to their owners and any outstanding rental charges paid in full (vi) There is no damage to the Property or the Fixtures and Fittings (other than fair wear and tear).

5.

5.1 If at any time:

5.1.1 the rent or any part of the rent shall remain unpaid for 7 days after becoming payable (whether formally or legally demanded or not) or

5.1.2 if any agreement or obligation on the Tenant's part shall not be performed or observed or

5.1.3 if any of the circumstances specified in grounds 8, 10, 11 or 12 in schedule 2 to the Housing Act 1988 occur, then the Landlord may re-enter upon the Property and thereupon the Tenancy shall be determined but without prejudice to the right of action of the Landlord in respect of the breach of the Tenant's agreements and obligations. This right of re-entry must not be exercised by the Landlord without a Court Order whilst anyone is residing in the Property or whilst the tenancy is an assured tenancy.

5.2 Without prejudice to the obligations of the Tenant in this Agreement if the Tenant is unable to make the rental payment and is aware of this in advance then notice to the Agent in writing must be given at least three working days prior to the date of payment setting out details of when the payment can be made. A receipt must then be obtained as proof that the Agent has received this.

6. THE Landlord agrees with the Tenant:-

6.1 That the Tenant paying the rent and performing the obligations on the part of the Tenant may quietly possess and enjoy the Property during the Tenancy without any unlawful interruption from the Landlord.

6.2 To return to the Tenant any rent payable for any period while the Property is rendered uninhabitable by accidental fire, the amount in case of dispute to be settled by arbitration.

7. THIS Agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985 if applicable to the Tenancy with the following exclusions:

7.1 If central heating is provided, other gas fires and electric heaters in the Property will be disconnected.

7.2 Where there is a Washing Machine, Tumble Dryer, Television, Video Recorder, or other similar domestic appliance in the Property at the start of the Tenancy the Landlord reserves the right to maintain such appliances at their discretion (all appliances will be tested for safety prior to the start of the Agreement).

8. It is agreed as follows:-

8.1 Any agreement or obligation on the part of the Tenant (however expressed) not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow others to do the same.

8.2 The Landlord shall be entitled to have and retain keys for the Property.

8.3 References to "the Property" include reference to any part or parts of the Property and the curtilage of the same and references to the Fixtures and Fittings include reference to any of them or any substituted item.

8.4 References to "the Tenancy" include any extension or continuation thereof or any statutory periodic tenancy which may arise following the expiry or determination of the period of the Term specified in Clause 1.

8.5 The only way for a tenant to leave the Tenancy before the agreed end date is if a person suitable to the Landlord is found to replace the existing tenant and they enter into this Agreement and pay to the Agent an administration charge of £125.00.

8.6 The Landlord is under no responsibility for any loss or damage to the Tenant's belongings or property at the Property, including food in fridges and freezers.

8.7 That the Landlord will not be obliged to make any material improvements to the Property subsequent to the signing of this Agreement that have not been agreed in writing prior to the signing of this Agreement. The keys to the Property may not be available before 1:00pm on the first day of the Tenancy. Furniture, equipment or effects in the Property at the time of the viewing will be removed by the existing tenant at the end of their tenancy and the Landlord has no responsibility to replace any furniture, equipment or effects that may have been removed lawfully by the existing tenant.

9.

9.1 Prior to the Tenant taking up occupation of the Property that (unless the Landlord otherwise agrees), all of the following requirements must first be complied with:

9.1.1 Direct Debit arrangements have been put in place and the Tenant has made the necessary notification to its Bank or Building Society.

9.1.2 The Deposit has been paid in full.

9.1.3 Each of the persons named as the Tenant have delivered to the Landlord a duly signed and completed form of guarantee given in respect of each such person by a person acceptable to the Landlord, if required.

9.1.4 Satisfactory evidence of identity has been produced to the Landlord in respect of all the Guarantors, if required.

9.2 Until all of these requirements have been fully complied with no keys for the Property will be handed over to the Tenant.

9.3 If the Tenant does not comply with any of these requirements prior to the Commencement Date then the Landlord may by notice in writing to the Tenant at any time after the Commencement Date and prior to compliance with all of these requirements terminate this Tenancy but without prejudice to any antecedent obligation on the part of the Tenant.

9.4 The Landlord notifies the Tenant pursuant to Section 48 of the Landlord and Tenant Act 1987 that the address which notices (including proceedings) may be served upon the Landlord is Aston Properties, 10 Ash Road, Headingley, Leeds LS6 3JF.

10.

10.1 The Tenant consents to the disclosure of information concerning any of us to the Landlord by any utility supplier local authority or educational institution which is relevant to the tenancy or the Property.

10.2 The Tenant consents to the disclosure of information concerning any of us by the landlord to any prospective landlord, credit rating agency, tenants reference agency, utility service, local authority, or educational institution which relates to the tenancy or the Property.

AS WITNESS the hands of the parties or their duly authorised agents the day and year first before written

Signed: _____(1) (Tenant)
Signed: _____(2) (Tenant)
Signed: _____(3) (Tenant)
Signed: _____(4) (Tenant)
Signed: _____(5) (Tenant)
Signed: _____(6) (Tenant)
Signed: _____(7) (Tenant)
Signed: _____(8) (Tenant)
Signed: _____(9) (Tenant)
Signed: _____(10) (Tenant)

Dated: _____

Signed: _____ (Landlord/Agent)

Dated: _____

The Deposit has been paid/contributed by a third party on behalf of the Tenant who's details are as follows (if more than one attach the same details):

Third Party's Name:

Address:

Telephone Number:

Email:

Amount paid: