

SOP.2

ASSURED SHORTHOLD TENANCY
SIGNED BY TENANTS & RETAINED BY LANDLORD

AGREEMENT for letting of a dwelling dated day of 2005.

BETWEEN

PARTIES (1) J.C. Ruston & Mrs. P.J. Ruston ("the Landlords") and
("The tenants")

PROPERTY SELF CONTAINED

ADDRESS

EFFECTS The contents comprising the furnishings and effects listed in the Inventory are included in the Tenancy and such Inventory shall be evidence of their existing condition which shall be deemed to be good unless a defect is noted in the Inventory.

TERM From the 1st July 2005 to 30th June 2006.

RENT The Rent is the monthly rent of £ (pounds) . Payable in advance and commencing from the 1st July 2005 and payable quarterly in advance by way of post dated cheques made payable to the Landlord on the 1st July 2005, 1st October 2005, 1st January 2006 and 1st April 2006.

AGREEMENT FOR LETTING PREMISES ON AN ASSURED SHORTHOLD TENANCY

COMMENCEMENT & TERMINATION

1. The Landlord agrees to let and the Tenant agrees to take a Tenancy of the Premises for the Term at the Rent described above and on the conditions of the Letting Provisions set out below.
2. The Landlord or Tenant may end the Tenancy by giving to the other not less than two months written notice expiring at any time after the expiration of the Term.

DEPOSIT

3. The Deposit referred to in Clause 3 of the Letting Provisions is the amount of one months rent.

LETTING PROVISIONS

1. THE TENANT AGREES WITH THE LANDLORD AS FOLLOWS:

RENT:

- (1) To pay the Rent without any deduction or set off either legal or equitable and as the Landlord requires by post dated cheques quarterly in advance on 1st July 2005, 1st October 2005, 1st January 2006 and 1st April 2006 and not to use the deposit as rent in any circumstances.

OUTGOINGS:

- (2a) To pay all Council Tax water rate water services charges and any other taxes or impositions which replace them and other rates taxes duties assessments and outgoings in respect of the Premises or the occupier and will indemnify the Landlord against any Council Tax that the Landlord may incur during the Tenancy by reason of the Tenant ceasing to be resident in the Premises.
- (2b) To pay the cost of all oil electricity and gas consumed and the cost of all telephone calls made at the Premises during the Tenancy (together with any standing charges levied by the appropriate authorities) and not do anything to cause the disconnection of the electricity or gas supply or the telephone.

REPAIR & DECORATION:

- (3) To keep the interior of the Premises and the fixtures and fittings and Landlord's installations and the doors and the glass in the windows in good and tenable repair decoration and condition and in working order (damage by accidental fire excepted).

CONSENT FOR ALTERATIONS & DECORATIONS:

- (4) Not to cut damage injure alter rearrange or interfere with any part of the Premises or the decorations or the Contents or make any additions or alterations and not to paint or decorate any part of the Premises without getting the Landlord's written approval to the colours and materials to be used before the work is started.

PROHIBITIONS ON GLUEING, STICKING & FIXING:

- (5) Not to glue stick nail screw or otherwise fix anything whatsoever to the interior or exterior of the Premises or the contents without the Landlord's written consent and not to keep bikes in the communal hallway of the premises.

DRAINS, GUTTERS, CHIMNEYS & ACCESS:

- (6) Not to obstruct the drains or any jointly used access and to keep the drains wastepipes and gutters clear, clean and in a satisfactory condition. Keep the chimneys swept when necessary and any jointly used access clean and tidy

NO DISPOSALS SUBLETTING OR SHARING:

- (7) Not to assign sub-let underlet or part with or share possession or occupation of the whole or any part of the premises.

USE:

- (8) To use the Premises only as a private residence for occupation by the Tenant only

MISUSE:

- (9) Not to use or permit the Premises to be used for any improper immoral or illegal purpose

ANIMALS:

- (10) Not to keep any dog bird insect pet or other animal of any kind in the Premises without first obtaining the Landlord's written consent and such consent whether given or waived may be withdrawn at any time.

NOISE, NUISANCE ETC:

- (11) To ensure that nothing shall at any time be done in the Premises that shall be a nuisance damage disturbance annoyance injury or inconvenience to any adjoining or neighbouring property or its occupiers.

INSURANCE:

- (12) To ensure that nothing is done in the Premises which may make void or voidable the Landlord's Insurance Policy or which may cause an increased premium to be payable and to make good to the Landlord any loss or extra expense arising from a breach of this Clause.

FROST:

- (13) To take all reasonable precautions to prevent damage by frost ice and snow.

CLEANING:

- (14) To clean or where appropriate wash the Premises and the Contents as often as may be necessary or appropriate.

GARDEN:

- (15) Where any garden is included in the Tenancy to use it as a private garden only and to keep it clean and tidy and properly cultivated and free from weeds and the grass regularly mown.

FLATS – REFUSE AND CARPETS:

- (16) Where the Premises consist of a flat:
(a) not to leave any refuse outdoors except on the day of collection by the Refuse Department

- (b) and then in a properly closed receptacle to maintain and if necessary provide carpet or other sound absorbent material on all floors of the Premises

ENTRY BY LANDLORD:

- (17) To allow the Landlord to enter the premises
 - (a) to inspect the condition
 - (b) to carry out repairs or alterations to the Premises or any adjoining property
 - (c) for any purpose connected with the interest of the Landlord in the Premises or their disposal charge or demise with or without any prospective tenants or purchasers

INTERESTS ON PAYMENTS IN ARREARS AND UNPAID CHEQUES

- (18) If any rent or other sum due from the Tenant under this Agreement remains unpaid for more than ten days after the due date (whether formally demanded or not) to pay interest thereon at 4% above the base rate for the time being of Lloyds Bank Plc until the date of payment. Where the Tenant's bankers fail to make payment on cheques given to the Landlord in discharge of rental obligations a charge of £30 will be made for each occasion and deducted from the deposit held by the Landlord.

CONDITIONS OF CONTENTS:

- (19) Where Contents are included in the agreement to keep the Contents in at least as good repair and condition as they are now and to make good all damage and undue wear (except damage caused by accidental fire) and to replace with similar articles of equal value all contents which are destroyed or lost or damaged (except by accidental fire) or unduly worn and incapable of reinstatement and not without the Landlord's written consent to remove any of the Contents from the Premises.

VACATION OF PREMISES:

- (20) Not to vacate the Premises or leave them unoccupied on the expiration of the Term of the Tenancy without having given a valid Notice to Quit and in any event on vacation to deliver the key to the Landlord and to pay rent up to the date of vacation delivery of key or expiry of such notice whichever is the last.

AT THE END OF THE TENANCY:

- (21) At the determination of the Tenancy to deliver up to the Landlord the Premises and the Contents in accordance with the Letting Provisions and clear of the Tenant's own effects.

2. THE LANDLORD AGREES WITH THE TENANT as follows:-

QUIET ENJOYMENT:

The Tenant shall have quiet enjoyment of the Premises against the Landlord and all persons claiming title through the Landlord.

3. IT IS AGREED BY BOTH PARTIES as follows:-

FORFEITURE:

If at any time the whole or any part of the Rent shall be unpaid for fourteen days after it becomes due (whether legally demanded or not) or if there shall be any breach of any of the Tenant's agreements the Landlord shall be entitled (in addition to any other right) to repossess the whole or any part of the Premises and this Tenancy shall immediately then terminate but without affecting the Landlord's right to sue the Tenant for any breach of covenant.

If at any time during the Term any of Grounds 2 8 10 to 15 inclusive or 17 set out in Schedule 2 to the Housing Act 1988 apply the Landlord may thereupon bring the Term to an end and seek an order for possession of the Premises pursuant to section 7(6) of the Housing Act 1988.

FIRE:

If the whole or any part of the Premises shall be destroyed or made uninhabitable by fire then unless the Tenant has broken the Letting Provisions the payment of the Rent or the appropriate part of it shall according to the extent of the damage be suspended until the Premises have been reinstated and made fit for habitation.

DEPOSIT:

The Deposit shall be the amount of one month's rent and is payable to the Landlord as security for the performance of the Tenants obligations. The Deposit may be invested by the Landlord and may be expended by the Landlord in paying any arrears of Rent or the cost of making good any failure by the Tenant to perform any of the Tenants other obligations in this Agreement. The balance of the Deposit after appropriating any part expended or expendable by the Landlord as aforesaid shall within twentyone days of the termination of the Tenancy and vacation of the Premises by the Tenant be returned to the Tenant

PARTIES:

Where more than one person is named as Tenant their obligations shall be joint and several. References to "the Landlord" include those entitled to the reversion of this Tenancy

NOTICES:

Pursuant to section 48 of The Landlord and Tenant Act 1987 notice is hereby given that notices including notices in proceedings must be served on the Landlord by the Tenant at the following address:

P.O. Box 1114, Winterbourne, Bristol, BS36 2HD

LANDLORD'S REPAIR:

This Agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985.

AS WITNESS the hand of the parties hereto the day and year first before written

SIGNED by the said

In the presence of

1)

Signed:

Name:

Address:

2)

Signed:

Name:

Address:

3)

Signed:

Name:

Address:

4)

Signed:

Name:

Address:

5)

Signed:

Name:

Address:

6)

Signed:

Name:

Address:

7)

Signed:

Name:

Address: