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# ASSURED SHORTHOLD TENANCY AGREEMENT

(This document should not be used to create a tenancy where the initial fixed term is to be more than three years, you should consult a Solicitor, as such an agreement must be created by Deed)

## IMPORTANT

- This agreement contains the terms and obligations of the tenancy. It sets out the promises made by the landlord to the tenant and by the tenant to the landlord. These promises will be legally binding once the agreement has been signed by both parties and then dated. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this agreement using plain and intelligible language, it inevitably contains some legal terms or references.

If either party does not understand this agreement, or any thing in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

*If completing this agreement by hand make sure all information inserted is readable*

The name and Address of the Agent/Member who arranged this tenancy is: -

## ROCKETLAWYER Sample

### ASSURED SHORTHOLD TENANCY AGREEMENT (England and Wales)

This Assured Shorthold Tenancy Agreement is made on \_\_\_\_\_

#### Between

- (1) Rocket Lawyer a company incorporated in England and Wales 79797111 whose registered office is at 3 More Riverside, London, SE12AD (the Landlord) and  
 (2) (the Tenant)

#### 1. Definitions and Interpretation

1.1 In this Agreement, the following definitions are used:

Agreement	This assured shorthold tenancy agreement and any amendments from time to time;
Building	_____
Common Areas	_____
Deposit	NONE;
Inventory	NONE;
Property	_____ together with any fixtures and fittings on the Inventory;
Rent	The sum of £ _____ per payable in advance on if the Rent changes during the tenancy, Rent means rent at the new rate.
Superior Landlord	Any person who at the relevant time is the landlord of the Landlord;
Term	_____

- 1.2 In this Agreement, unless the context requires a different interpretation: the singular includes the plural and vice versa; references to sub-clauses, clauses, schedules or appendices are to sub-clauses, schedules or appendices of this Agreement; a reference to a person includes firms, companies, government entities, trusts and partnerships; the headings and sub-headings do not form part of this Agreement.
- 1.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.4 If two or more persons are together the Tenant or Guarantor their obligations to the Landlord shall be joint and several.
- 1.5 This Agreement is for private residential accommodation and includes the Inventory (if any).
- 1.6 Any obligation on the Tenant to do or not to do something includes an obligation on the Tenant to use his reasonable endeavours to ensure that no other person does or fails to do that same thing.
- 1.7 Any right given to the Landlord shall include such a right for the Superior Landlord.
- #### 2. Grant of Tenancy
- 2.1 The Landlord grants and the Tenant accepts a tenancy of the Property for the Term at the Rent with the right to use the Common Areas (along with the other tenants and occupiers at the Building) on the terms contained in the Agreement.
- 2.2 This Agreement is intended to be an Assured Shorthold Tenancy under the Housing Act 1988 (as amended by the Housing Act 1996). When the Term expires the Landlord can recover possession of the Property unless the Landlord issues a notice stating that the tenancy is no longer an Assured Shorthold Tenancy.
- 2.3 The Tenant accepts that the Landlord:  
 2.3.1 will be entitled to recover possession of the Property at the end of the Term; and  
 2.3.2 is not entitled to end this Agreement before the end of the Term.
- 2.4 If the Tenant has the use of the Landlord's furniture these are listed in the Inventory. The Tenant will:  
 2.4.1 not damage or remove any of the items in the Inventory from the Property; and  
 2.4.2 make good all damages and breakages of items on the Inventory which may occur during the Term; and  
 2.4.3 keep the items in the Inventory clean and in a good condition.
- #### 3. Tenant's obligations
- 3.1 To pay the Rent and all other sums due under the Agreement (whether formally demanded or not) clear of all deductions at the agreed times.
- 3.2 To pay directly to suppliers (or, where shared with other tenants at the Building, to pay a fair proportion of) all charges for gas, electricity, oil, water, sewerage, telephone (including line rental), council tax (or any similar property tax that might be charged in



TENANCY AGREEMENT (hereafter referred to as 'This Agreement')

This is a Short Assured Tenancy within the meaning of section 32 of the Housing (Scotland) Act 1988

PARTIES AND PREMISES

1. THE LANDLORD: \_\_\_\_\_  
LANDLORD ADDRESS: \_\_\_\_\_  
LANDLORD PHONE: \_\_\_\_\_
2. TENANT NAME(S): \_\_\_\_\_  
*Insert full names of every tenant.*

Where the Tenant consists of more than one person, they will all have joint and several liability under this agreement (This means that they will each be liable for all sums due under this agreement, not just liable for a proportionate part).

3. THE ACCOMMODATION LET IS \_\_\_\_\_

(Hereafter referred to as 'the Property') For shared properties be sure to identify clearly the tenant's room or part of the property.

COMMENCEMENT & DURATION:

4. The tenancy will commence on: \_\_\_\_\_  
and will end on: \_\_\_\_\_

If the agreement is not brought to end by either party on the above date, it will continue thereafter on a monthly basis until terminated by either party giving no less than 2 months written notice to the other party delivered by hand or recorded delivery post.

RENT AND OTHER CHARGES

5. The Tenant agrees to pay the Rent in advance by in the following instalments, namely a first payment of £ \_\_\_\_\_ on the date of entry or before and thereafter the sum of £ \_\_\_\_\_ per calendar month (week) commencing on the \_\_\_\_\_ day of \_\_\_\_\_. If any rent or other money payable by the Tenant to the Landlord under the provisions hereof shall not be paid within fourteen days of the day on which it became due the same shall be payable with interest thereon at the rate of eight per cent per annum for the time being in force calculated on a day to day basis from the day upon which it became due down to the date of payment. The Landlord, or their Agents, may at their option require that said rent be payable by the tenant by way of standing order. The Landlord may increase the rent after the initial end date specified above provided the tenant has occupied the property for a minimum of twelve months. Under such circumstances the tenant will be given a minimum of two months notice in writing of any change.

## APARTMENT LEASE

THIS LEASE is entered into by and between:

\_\_\_\_\_ as LESSOR and

\_\_\_\_\_ as LESSEE,

WITNESSETH:

LESSOR does hereby lease the premises described as apartment number \_\_\_\_\_, located at \_\_\_\_\_ St. Louis, Missouri, 631 \_\_\_\_, together with the fixtures, carpeting and appliances therein (referred to herein as the "APARTMENT"), unto LESSEE for a term beginning \_\_\_\_\_, 20 \_\_\_\_, and ending on \_\_\_\_\_, 20 \_\_\_\_, unless sooner terminated or extended as hereinafter provided.

In consideration whereof, and of the covenants herein expressed and in reliance on statements made on the application for tenancy by LESSEE, it is covenanted and agreed as follows:

1. **RENT**

LESSEE agrees to pay LESSOR as rent for the Apartment a monthly rate of \$ \_\_\_\_\_ in advance, due on the \_\_\_\_\_ day of each month during the term of this lease. All payments for rent shall be made by LESSEE to LESSOR at the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the event any rent hereunder is not paid prior to the \_\_\_\_\_ day of the month in which rent is due, LESSEE shall be charged and his payments must include an additional \$10.00 (ten dollars) PLUS ONE DOLLAR PER DAY penalty which is deemed to be additional rent. In addition, in the event any rent hereunder is paid by means of a check and such check is returned unpaid for whatever reason, the LESSEE agrees to pay LESSOR promptly upon demand the sum of \$25.00 (twenty-five dollars) as a reasonable amount to defray LESSOR'S administrative and handling expenses caused by a returned check. In addition, LESSEE must immediately replace returned checks with cash, cashier's check or money order **ONLY**. LESSOR'S failure on any occasion to demand payment of daily penalties shall not be deemed as a waiver of the right to demand the above charges on any future occasion.

2. **SECURITY DEPOSIT**

LESSEE has deposited with LESSOR the sum of \$ \_\_\_\_\_ to be held by LESSOR as security for the faithful performance and observance by LESSEE of the terms, covenants and condition of this LEASE. It is agreed that in the event LESSEE defaults in respect to any of the terms, covenants and conditions of this LEASE, including, but not limited to, any repairs due to LESSEE damage, cleaning charges, key charges, or any costs from damages or deficiency accrued before or after re-entry by LESSOR, those costs will be deducted from the security deposit. In the event that LESSEE fully and faithfully complies with all terms, covenants and conditions of this LEASE, the security deposit shall be returned to LESSEE without interest within thirty (30) days after the end lease term and after delivery of entire possession of the Apartment to LESSOR.

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