



Assured Shorthold Tenancy

Managing Agent

Fresh Property Group

(Five Nine Living is a brand operated by the Fresh Property Group)



Assured Shorthold Tenancy Agreement

Date of Agreement
00-Mon-20XX

This is an agreement for a fixed term assured shorthold tenancy between the Landlord and the Tenant.

Fresh Property Group	Fresh Property Group, 7-9 Swallow Street, London WIB 4DE. Telephone: 0114 399 0242
Managing Agent	(Five Nine Living is a brand operated by the Fresh Property Group)
Landlord	[Landlord Company and full Address]
Tenant	[Name] [Previous address]
Building	[Site address]
Apartment	[Apartment number]
Tenancy period	Beginning on xx-xx-xxxx Ending on xx-xx-xxxx
Deposit	£xxx.xx Safeguarded by the Tenancy Deposit Scheme
Tenancy Deposit Scheme address / contact & holder	The Dispute Service Limited, PO Box 541, Amersham, Bucks HP6 6ZR. Telephone: 0845 226 7837; Email: deposits@tds.gb.com; Fax: 01494 431 123
Agreed Monthly Charges	[Additional Charges]
Rent	£xxx.xx per month, payable in advance on the (x) of each month



What I promise to do

A

Money Matters

- A1** I will pay the full Rent for the whole Tenancy Period, on the dates that appear on page 1, without formal monthly payment requests from the Landlord or Managing Agent. Please refer to section C which details the outcome of 'Breaking the Contract'.
- A2** I also agree to pay when requested:
- reasonable cleaning, redecoration, repair and replacement costs which will be added to my account if identified as being required after each inspection or other event.
 - Damage charges per clause A9 if I don't clean the Apartment, or damage something
 - extra costs the Landlord pays if I breach the terms of this Tenancy (including legal fees and court costs)
 - Late Payment Fees which will be applied after 14 calendar days at a rate of 3% above the Bank of England base rate to any outstanding rent for each day since the rent payment has been outstanding.
 - on demand, the additional charges for electricity, cold water and broadband
- A3** If I don't pay a bill on the agreed due date, the Landlord can:
- cancel discounts
 - and if I continue not to pay the landlord may pass my details to a debt collection agency, whose activities will be charged to my account.
- A4** I will pay the correct council tax, and reimburse the Landlord if I don't.
- A5** I will pay my TV License.

Looking after the place

- A6** I agree that the Apartment is in good condition, unless I tell the Managing Agent in writing within 48 hours of moving in.
- A7** I will keep the Apartment in as good a condition as when I moved in. But I'm not responsible for:
- normal wear and tear
 - anything the Landlord's responsible for under section 11 of the Landlord and Tenant Act 1985
 - damage covered by the Landlord's insurance policy



- A8 I won't:**
- mark or change the Apartment's décor, without obtaining permission from Fresh Property Group first
 - change the Apartment's fabrics or surfaces
 - flush sanitary items down the toilet
 - pour oil or grease down the drains (or anything likely to block them)
 - or take any Apartment Item which is included within the inventor
- A9 Any of the above may occur a further charge from your landlord.
If I:**
- stick or 'blu-tack' anything on the walls
 - pin, nail or screw anything into the walls
 - I will ensure that I will make good any marks or damage before I leave. I understand that if I don't, then the costs for doing this will be deducted from the Tenancy Deposit
- A10 I will personally keep my Apartment and its items clean and tidy.**
- A11 I am responsible for any Building damage I cause (including the Apartment and all furnishings, fixtures and fittings).**
- A12 If I don't keep the Apartment hygienically clean and tidy; block the drains, or damage any Item or part of the Apartment or other part of the Building (including furnishings, fittings or equipment), the Landlord can:**
- charge reasonable cleaning, redecoration, repair and replacement costs,
 - and deduct those charges from the Tenancy Deposit under the rules in Schedule 4 (if there isn't enough Deposit, I'll pay the difference)
- A13 If the damage was caused with other people, 5-9 Living will assess how much I'm responsible for.**
- A14 I will report any damage in writing to the Managing Agent as soon as possible, and won't try to repair anything myself. The Managing Agent will not be responsible for repairing any items that I have not reported.**

Making myself at home

- A15 I will move into the Apartment during the first 4 weeks of the Tenancy Period.**
- A16 I will be the only person living in the Apartment. I won't assign the Tenancy, sublet the Apartment, or let other people share or live in it.**
- A17 I will not leave the Apartment unoccupied for more than (28) days without giving notice to the landlord in writing.**
- A18 If I want to hold a large gathering, I can privately hire the communal social space at an additional cost.**
- A19 I will use the Apartment only as a private residence.**



Being a good neighbour

- A20** I won't smoke or use electronic cigarettes anywhere in the Building, and instead use the designated external smoking area.
- A21** I will not bring into or keep in the Building:
- a. pets or animals
 - b. illegal drugs, legal highs or similar substances not prescribed by a medical practitioner
 - c. weapons or imitation weapons
 - d. liquid or gaseous fuel
 - e. noxious or explosive substances
 - f. gas, paraffin or gas heater or cookers
 - g. objects that burn with a naked flame or smoulders, including, but not limited to candles, oil lamps or incense burners
 - h. furniture or electrical equipment that doesn't meet current British Standards and statutory regulations
 - i. bicycles (except in designated areas)
- A22** In the Building or Apartment, I won't:
- a. take part in anything unlawful
 - b. cause a nuisance or annoy neighbours
 - c. prepare food outside the kitchen
 - d. use a deep-fat fryer
 - e. play any radio, music player, television or musical instrument, or sing in a way that disturbs or annoys neighbours or can be heard outside the Apartment
 - f. harass or threaten to harass anyone on the grounds of race, colour, religion sex, sexual orientation or disability, or for any other reason
 - g. be, or threaten to be, violent or abusive or act in an intimidating manner
 - h. tamper with fixtures, fittings and equipment, including the heating and lighting, kitchen and bathroom fittings and equipment, fire safety equipment, fire doors and windows
- A23** Dry my laundry on the Apartment's heaters, or hang them so people outside can see it.
- A24** Compromise security by leaving windows or doors open when I'm not in the Apartment, put security doors 'on the latch' or let unauthorised visitors tailgate.
- A25** Obstruct Common Areas.
- A26** Let rubbish accumulate, but will take my Apartment's rubbish out at least once a week, and put it in the area designated by Fresh Property Group
- A27** Park on or near the accommodation, unless I've been allocated a parking space.
- A28** Waste energy - I will take reasonable steps to be energy efficient, turning lights and equipment off when they're not in use.
- A29** Use fire escapes unless there's an emergency.
- A30** I am responsible for guests I invite into the Building and Apartment, and will make sure gatherings in the Building respect the Tenancy Agreement's terms.



Insurance Matters

- A31** I won't do anything that might invalidate the Building insurance policy or increase the insurance premium.
- A32** I am responsible for insuring my own belongings.

Giving people access

- A33** I will let the Landlord, its Managing Agent and their respective employees, Agents and contractors into the Apartment at reasonable times, so long as they give 24 hours' notice (except in an emergency):
- a. to inspect the Apartment's condition
 - b. to carry out works
 - c. to perform their obligations under this Tenancy Agreement
 - d. and to show prospective Tenants around if notice has been given
- A33** I will pay the charge to replace a lost or damaged key card (stated in the Welcome Pack).

Leaving on good terms

- A34** When the Tenancy Period's over I will:
- a. give the Landlord vacant possession
 - b. return all the keys, fobs and other passes
 - c. remove my personal belongings and rubbish
 - d. and leave the Apartment clean and tidy; cleaning surfaces, cupboards, fridges, cookers, microwaves and other equipment - and sweeping, washing and vacuuming the floors
- A35** I will reimburse the Landlord for removing, storing, selling or disposing of any personal possessions I leave in the Apartment or Building at the end of the Tenancy Period.

Providing the right information

- A36** I haven't provided false or misleading information, or made a false statement to become a Tenant.
- A37** The Landlord/Managing Agent can hold and process my personal information (including sensitive personal data) to perform its duties. This may include telling third parties about the Tenancy Agreement (including the Tenancy Deposit Protection Scheme, Law Enforcement, Guarantors and Family Members).
- A38** I will report and give a statement to 5-9 Living about any accidents or incidents in or around the Building as quickly as possible.



B

What the Landlord promises to me:-

- B1** If I pay the Rent and uphold this Tenancy Agreement, I can quietly enjoy the Apartment without interference.

Insurance matters

- B2** The Landlord will insure the Building against fire and other reasonable risks, so long as commercial insurance cover is available at commercial rates.
- B3** The Landlord and 5-9 Living are not liable for any loss or damage to my personal possessions.

Looking after the place

- B4** The Landlord will, subject to B5 below:
- keep the Building's structure, exterior (including windows) and Common Areas in good repair
 - keep all the Service Media in good repair, including:
 - basins, sinks, showers, toilets and waste pipes
 - electric wiring, including sockets and switches and water pipes
 - and water heaters, fitted wall heaters and central heating systems
 - keep all Apartment Items in good repair, but shall not be obliged to repair unless the disrepair has been reported to the Landlord or Managing Agent in writing
 - keep the Building's Common Areas clean and properly lit, and lifts working
 - keep the laundry facilities in good repair
 - make sure all furniture and electrical equipment complies with the relevant statutory regulations
 - and provide reasonable heating, hot and cold water, and electricity supply,
 - make sure that the IT services to the building are working
- B5** The Landlord will not be responsible for temporary interruptions to services for reasons beyond their control, but will try to fix the problem as soon as possible.

Letting me in

- B6** The Landlord gives me access to the Common Areas so I can get into the Apartment and any common areas

C

Breaking the contract

- C1** The Landlord has the right to re-enter the Apartment if :-
- The rent has not been paid for 21 days after becoming payable whether it has been formally demanded or not
 - I am declared bankrupt under the Insolvency Act 1986
 - I have breached this Tenancy Agreement or



- d. Any of the grounds 2, 8, 10-15 and 17 of Schedule 2 of the Housing Act 1988 (as amended) occur (including not paying rent, breaching this Tenancy Agreement, annoying neighbours and illegal activity)
- C2 The Landlord may terminate my Tenancy Period early with at least two months' notice if the Apartment is destroyed or uninhabitable because of fire or another event, and it's taken longer than two months to move back in.
- C3 The provisions within this section do not affect my rights under the Protection from Eviction Act 1977. The Landlord cannot evict me without an order from the court.
- C4 If the Landlord repossesses my Apartment or terminates my Tenancy, it doesn't affect claims against me for breaching this Tenancy Agreement.

D

Temporary Accommodation

- D1 If emergency repairs are required the Landlord can move me to a temporary suitable accommodation, so long reasonable notice is given.

E

Checking my credit

- E1 The Landlord can pay to check my credit rating using the details I've provided. If it comes back negative, the Landlord can:
 - a. ask for a guarantor to be responsible for the Tenancy Agreement,
 - b. ask for full payment in advance
 - c. or cancel my Tenancy Agreement

F

Getting in touch

- F1 The Landlord will serve notice on me by hand or first-class post to the Apartment address, the address on page 1 or another address I've given to Fresh Property Group
- F2 I will serve notice on the Landlord by hand or first-class post to the address on page 1.
- F3 Notices served by hand will be deemed served on the next working day after they are delivered or posted.



G

My right to rent

G1 I must to prove my right to rent. When I collect the keys, I will bring the following documents, for the Landlord to keep on record:

- a. one document from List A
- b. or Two documents from List B
- c. or a Positive RTR Notice from the Landlord Checking Service

List A

- Passport
- National ID card
- Unexpired permission to stay in UK
- Home Office registration certificate
- Permanent residence permit
- Biometric immigration document
- Naturalisation certificate

List B

- Full UK birth or adoption certificate
- Government department letter
- Letter from British passport holder
- Letter from employer, police, armed forces or prison services
- Driving licence
- Firearm/shotgun licence

G2 I am happy for the identification to be checked and a copy held with the Home Office.



Schedule 1

What it all means

1. Throughout this Tenancy Agreement, the following terms have specific meanings:
 - "Building" includes buildings, grounds, car park, driveways, footpaths and landscaped areas,
 - "Common Areas" includes external grounds, car parks, driveways, footpaths and landscaped areas, along with internal spaces such as the laundry room, common room, cycle store, halls, corridors, staircases, lifts and landings,
 - "House Rules" are the behaviours in Schedule 3 and any revisions or additions the Landlord/Managing Agent makes for the benefit of the Building,
 - "Inventory" is the list in of contents of the Apartment given to me by the Landlord,
 - "Rent" means the monthly rent set out in this agreement (which includes an element of the building's management service charge) and any other sums due to the Landlord,
 - "Apartment" is stated on page 2 and includes furnishings, fixtures and fittings, carpets, doors and internal glass and excludes the Service Media,
 - "Apartment Item" refers to everything listed in the Inventory,
 - "Service Media" refers to the central heating and hot water systems, electrical supply, drainage and water services, and data or phone services,
 - "Shared Area" refers to corridors including furnishings, fixtures and fittings, carpets, doors and internal glass - but excluding Service Media,
 - "Utilities" includes electricity, water supply, foul water disposal and broadband internet
 - "Working Day" is any day other than Saturday, Sunday and bank or public holidays.
 - In writing includes both faxes and email, to the number/email address provided by the Landlord/Managing Agent/Tenant from time to time.
2. If the Tenant is more than one person, they are liable both individually and together.
3. "Landlord" and "Managing Agent" includes any person or company who may legally hold the title.
4. References to statutes include modifications, extensions and re- enactments, and subordinate legislation.
5. The "Schedules" form part of this Tenancy Agreement and shall have effect as if set out in the body at the Tenancy Agreement. Any reference to the Tenancy agreement includes reference to the Schedules.

Schedule 2

What's in the Apartment

The apartment will have a full inventory which will be detailed within your welcome pack, and on the on-line customer portal.

Schedule 3

House rules

- The car park is for the use of disabled Tenants only and tenants who have rented a parking space. No additional car parking spaces are available. All our sites have good transport links.
- Alcohol can be consumed in the Common Areas. Please act responsibly and respect the space's other users.



- BBQs are allowed in designated outside areas only. Please tell the site's management beforehand, so they give you a disclaimer to sign.
- Window restrictors and door closers are fitted for your Health and Safety. If you tamper with them, you'll be charged a fee each time a staff member resets them.

Schedule 4

The deposit

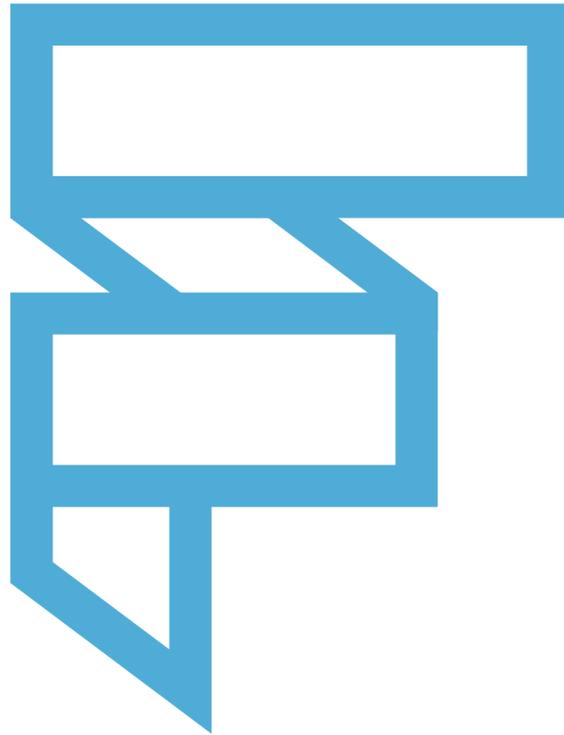
At the beginning of the Tenancy Period:

1. I will have already paid the Deposit to the Landlord.
2. The Deposit will be held by the Tenancy Deposit Holder (a member of the Tenancy Deposit Scheme) any interest earned will belong to the Landlord, the Deposit is held as security against:
 - a. any damage to the Building or Apartment, and their fixtures, fittings, Apartment Items which I'm responsible for under clause A8
 - b. and any Rent or other money due that I've been notified about, under the Tenancy Agreement
3. The Deposit is safeguarded by the Tenancy Deposit Scheme.
4. I have been provided with the information prescribed by statute, at Annexure 1.
5. My deposit will either be refunded to me or an amount deducted by the Landlord. The provisions relating to disputes are included at Annexure 1, in the leaflet 'What is the tenancy Deposit Scheme'.

Schedule 5

Getting connected

Please refer to your broadband provider for up-to date information about service upgrades. This information can be found within your 'Welcome Pack'



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