



Photo

## ASSURED SHORTHOLD TENANCY AGREEMENT

*IF THERE IS ANYTHING YOU DO NOT UNDERSTAND YOU SHOULD GET ADVICE FROM A SOLICITOR OR A CITIZENS' ADVICE BUREAU BEFORE YOU AGREE TO THE TENANCY.*

This Tenancy Agreement is \_\_\_\_\_ dated (insert date agreement is granted)

### Particulars of tenancy, In this agreement:-

<b>Company</b>	<b>Alpine Real Estate Ltd</b> <b>Alpine House, Pemberton Street, Birmingham, B18 6NY</b> <b>T: 0121 2001170</b>
<b>Tenant (s)</b>	
<b>Property to be rented</b> Full Postal Address	
<b>Tenancy Commencement Date</b>	
<b>Tenancy End Date (Office use only)</b>	
<b>Term</b>	A term of minimum <b>6</b> months starting on the Commencement Date
<b>Rent</b>	The sum of £      per month payable on: The 19 <sup>th</sup> of every month <i>If the Rent changes during the tenancy</i> New Rent £      commencing from _____ Tenant(s) Signature _____ (To be signed only if the actual rent amount has been changed)
<b>Bills</b>	<b>Bills are not included in Rent ( NO EXEMPTION )</b> Tenant(s) has to pay Council Tax, Water, Gas/Electric, TV licence. Tenants in multiple let property has to pay their contribution to Alpine Real Estate Ltd and for sole occupancy, tenant(s) has to pay directly to the relevant authorities. Gas/Electric paid by tenant(s) using the key meters. <b>Please note: Bills are not included in any property rented.</b>
<b>The Deposit</b>	£ ***** Paid on ***** Payment method <b>cash</b> <i>This Deposit is held under Deposit Protection Scheme. There will be non-refundable charge of £20 if the deposit amount is less than £300 or £32 if the deposit amount is over £400.</i>
<b>Administration Fees:</b>	<b>£0 (Non refundable)</b>
<b>Company's Address for Service</b> (insert address to which the Tenant should send any notices to the Company) means	<b>Alpine House, Pemberton Street, Birmingham, B18 6NY</b> <b>E: info@alpinerealestate.co.uk</b> Unless the Company notifies the Tenant in writing of a substituted address in which case that address shall become the Company's Address for Service.
<b>Tenant's Notice Period (inset period of notice which the tenant(s) must give in order to terminate the tenancy) means</b>	<b>1 month</b> (It's a Rollover contract) Verbal notices will not be accepted. Keep a proof of notice sent via email or recorded delivery.

**Grant of tenancy**

1.The Company grants and the Tenant accepts a tenancy of the Property on the terms set out in the above Particulars and the expressions in the left hand column of the Particulars have the meanings respectively set against them in the right hand column.

2. This Agreement is intended to give rise to an Assured Shorthold Tenancy under section 19A of the Housing Act 1988.

**Tenant's obligations**

The Tenant covenants with the Company as follows:-

3. To pay the Rent clear of all deductions at the times specified whether formally demanded or not and the Rent shall be paid by whichever of the following means the Company may from time to time require:-

- a) Cash (We will charge £10 to collect the rent, if paid at Bank then please quote your full name as reference and inform us via email or text message)
- b) Cheque (Allow 5 working days to clear so please make sure we receive your cheque 5 working days before the rent due date)
- c) By standing order to a bank account nominated by the Company (Details provided on the last page, any changes will be informed in writing)

4. To pay the council tax or any tax replacing it payable in respect of the Property. For Houses classed as HMO (Houses in multiple Occupations) tenant has to pay their Council Tax contribution to Alpine Real Estate Ltd, you will be informed in writing about your payment amount. Sole occupant tenants have to pay directly to the Council.

**Council tax is not included in Rent.**

5. To pay directly to the respective suppliers all charges for gas, electricity, oil, liquid petroleum gas and telephone services (including line rental) supplied to the Property during the tenancy and to indemnify the Company in respect thereof. For HMO property, it's tenant's joint responsibility to organise the payments to be made on time. (Unless stated on page 7 of this contract)

6. To pay all water and sewerage charges and metered payments in respect of the supply of water to the Property. For HMO property, it's tenant's joint responsibility to organise the payments to be made on time to Alpine Real Estate Ltd when billed. Sole occupant tenants have to pay directly to the Water company.

7. To leave the telephone line intact for the benefit of the Company at the end of the tenancy or to pay the Company's costs of having the line re-installed (save for any charges which may be incurred by the Company in having the service re-installed from a temporary disconnection).

8. Not to change the telephone number without the consent of the Company.

9. Not to keep or use in the Property any television unless the Tenant is the holder of a valid television licence in respect of the Property. In HMO property, whoever is using the TV will have to pay directly to the TV Licencing and not the others without TV.

10. Not to make any alteration or addition to the Property.

11. Not to change the internal or external colour of the Property without the prior written consent of the Company and not to suspend or affix to the ceilings walls or contents of the Property by any means whatsoever any pictures, posters or other articles.

12. Not to keep any caravan, boat, trailer or similar chattel at the Property.

13. Not to carry on any trade, profession or business on or from the Property but to use the Property as a single private residence only in the occupation of the Tenant

14. Not to assign, sub-let or part with possession of the Property or any part of it nor to take in any lodgers or paying guests. Any Guests staying longer than 2 days should be informed to the company in writing and get a consent.

15. Not to keep any animals, bird, or reptile on the Property without the written consent of the Company which if given shall be deemed to be way of licence revocable at will. Pets strictly not allowed in HMO's
16. Not to commit or allow members of the Tenant's household or visitors to cause a nuisance or annoyance to other persons in the neighbourhood or to any other tenant of the Company.
17. Not to commit or allow members of the Tenant's household or visitors to commit at or near the Property any:-
  - a) Criminal offence;
  - b) Harassment or threat of harassment on the grounds of race, colour, religion, sex, sexual orientation or which may interfere with the peace and comfort of or cause offence to any other tenant, member of his/her household, visitor or employee of the Company or his agents or contractors;
  - c) Nuisance or intimidation or physical, verbal or written abuse against other tenant, visitor, or employee of the Company or his agents or contractors.
18. Not to permit or suffer any television, hi-fi, radio, musical instrument, or other sound producing equipment to be audible outside the Property between the hours of 10.00pm and 7.00am nor outside those hours to be a nuisance or annoyance to any neighbouring property.
19. Not to permit or suffer to be done any act or thing which may render void or voidable any policy of insurance on the Property or (if applicable) the building of which the Property forms part or which may cause an increased premium to be payable in respect thereof.
20. Not to keep any combustible or offensive goods, provisions or materials in the Property nor to use a paraffin or portable gas heater within the Property.
21. Not to allow any illegal drugs to be present or used on the Property.
22. Not to make any duplicate keys to the Property nor to replace or add any new locks without the prior written consent of the Company and in the event of such consent being forthcoming the Tenant undertakes that one full set of keys to the new locks shall at all times be provided at the Tenant's expense to the Company.
23. Not to erect or permit to be projected outside the Property any wireless/satellite dish or television aerial without the prior written consent of the Company.
24. Not to leave the Property unattended for a period of more than 28 consecutive days without the prior written consent of the Company.
25. To make good all damage occasioned to the Property or to any building of which the Property forms part which arises:-
  - I. As a consequence of any breach of any obligations of the Tenant under this agreement;
  - II. Through the negligence of the Tenant or any person for the time being at the Property;
  - III. Through the stopping up, bursting, overflowing or leakage of any tap, bath, washbasin, lavatory, sink, cistern, heater, pipe, fitting or water apparatus due to the negligence of the Tenant or of any such person;
    - i. PROVIDED THAT this sub-clause shall not impose any obligation on the Tenant which is the obligation of the Company under section 11 of the Company and Tenant Act 1985.
26. During the winter months to take adequate precautions to avoid damage from the freezing and bursting pipes PROVIDED this shall not oblige the Tenant to lag or otherwise protect pipes that are not already lagged or protected.
27. To keep the interior of the Property (including the glass in the windows) during the Term in as good and clean state of repair condition and decoration as the Property is at the commencement of the tenancy and to make good all damages and breakages to the Property which may occur during the tenancy (fair wear and tear and damage by accidental fire excepted).For HMO property company will be responsible to get the exterior of the windows cleaned.

28. To permit the Company and all persons authorised by the Company with or without workmen at all reasonable times to enter the Property for purposes of:-
  - a) Examining the state of repair decoration and condition of the Property;
  - b) Executing repairs decorations or alterations to or upon the Property or any adjoining or neighbouring property;
  - c) Cleansing emptying or renewing the sewer pipes drains or soakways and gutters belonging to the same;
  - d) Constructing any buildings or erections on any adjoining or neighbouring property;
  - e) Carrying out his repairing obligations hereunder and any repairs additions alterations or other works which may appear to the Company or his agents to be necessary or desirable to the Property or any adjoining or nearby property.
  - f) To permit the Company and his agents to enter the Property at reasonable times of day and view the condition thereof and forthwith to comply with any notice that may be given by the Company requiring any breach of any of the obligations on the part of the Tenant under this Agreement to be made good and if the Tenant shall fail for a period of one month to comply with such notice it shall be lawful for the Company (but without prejudice to the right of re-entry hereinafter contained) to enter the Property and execute the repairs in accordance with the provisions hereof and the cost incurred by the Company in so doing shall be repaid by the Tenant on demand. Any dispute over repairs in HMO property, the payment will be equally split among the tenants.
  - g) To test the smoke detectors at the Property at least once a month, to replace the batteries when required and to notify the Company in writing of any defect in any smoke detector immediately the Tenant becomes aware of it. In HMO property, company will be responsible for the communal smoke detectors only.
29. Not to discharge into any of the drains or sewers serving the Property any oil grease or other deleterious matter or any substance which might be or become a source of danger or injury to the drainage system and to reimburse to the Company all costs incurred in consequence of a breach of this provision.
30. Not display any sign, notice or advertisement on the outside of the Property or on the inside so as to be visible from the outside.
31. Not to do anything to permit any state of affairs to exist on the Property which may be a breach of any Act of Parliament or any regulations or directions under it.
32. At any time after the Company has served on the Tenant a notice under section 21 of the Housing Act 1988 or the Tenant has served on the Company notice to quit to permit prospective tenants or purchasers to view the Property at reasonable times and should the Company wish to exhibit upon the Property notice that the same is for sale or to let to permit such notice to be displayed.
33. If the Tenant's goods or any of them or any goods belonging to members of the Tenant's household shall not have been removed from the Property when the tenancy ends:-
34. To pay to the Company damages at a rate equal to the Rent then payable for the Property until the Tenant shall have removed all such goods; and
35. To pay any additional expense incurred in checking the inventory (which cannot be checked until all goods belonging to the Tenant or members of his household shall have been removed).
36. If any such goods remain on the Property for 21 days after the Company reasonably believes the Tenant has vacated the Tenant hereby gives the Company consent to remove the goods and sell or dispose of the goods as the Company sees fit.
37. To forward forthwith to the Company any correspondence addressed to either of them which is delivered to or left at the Property or has otherwise come to the attention of the Tenant.
38. To clean all windows of the Property once every 3 months.
39. To keep in a clean and tidy manner the garden of the Property and to keep the Property free from rubbish or offensive matter.

40. When the tenancy ends to deliver to the Company all keys to the Property.

41. If the Tenant has the use of the Company's furniture and effects:-

a) The furniture and effects shall be specified in an inventory signed by the Tenant.

I. The Tenant will:-

- i. Not damage or remove from the Property any of the furniture or effects.
- ii. Make good all damages and breakages to the furniture and effects which may occur during the tenancy.
- iii. Leave the furniture and effects at the end of the tenancy in the same position as they were in at its commencement.
- iv. Clean or pay the cleaning of all carpets, furniture, linen, counterpane, blankets, and curtains (if any) including in the letting which shall have been soiled during the tenancy.

**Company's obligations**

42. The Company agrees with the Tenant as follows:-

- I. 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 unlawful interruption from the Company or any person claiming under or in trust for the Company.
- II. The Company must insure the Property and those of its contents which belong to the Company with an insurance company of repute against fire and such other risks as the Company from time to time in his absolute discretion decides to insure against. The Company shall be under no obligation to insure the Tenant's property at the Property.

**Deposit**

43. Once the deposit is protected, we provide you with a deposit protection certificate as proof of protection. The signed certificate along with the Information leaflet provides you with the majority of all the legal documentation for the deposit protection. This is within 30 days of paying the deposit.

You will be charged for securing the deposit. Fees structure is on the page 7 of this contract.

44. If a Deposit is shown in the Particulars above then the Tenant must pay the Deposit to the Company if it has not already been paid and the following terms apply:-

- I. The Deposit will be held by the Company under Deposit Protection Scheme, we may deduct from it:-
  - (1) Any Rent or other payments due from the Tenant from time to time which are not paid when falling due;
  - (2) Any sum which the Company expends in remedying any failure by the Tenant to comply with his obligations under this agreement;
  - (3) After the end of the tenancy, any sum owing to the Company in respect of any period of unauthorised occupation by the Tenant or anyone under the Tenant's control;
  - (4) Any other sums from time to time due to the Company under this agreement or otherwise arising out of the Tenant's occupation of the Property;
  - (5) Any interest payable to the Company under this agreement;

45. We may retain the Deposit:

- I. If one month clear notice is not provided, this is due to the fact that we lose revenue as a result of empty property. The notice needs to be in writing via post or email and its tenant(s) responsibility to keep the copy of proof as this will be demanded if any dispute arises. Postal letters needs to be recorded.

- II. If the agreed tenancy term is not completed or if the tenant(s) has extended the tenancy term and not completed the term. In some cases where, special exemption of less than 6 months is given, a separate consent letter will be issued.
46. The Deposit will be repaid to the Tenant less any amount deducted in accordance with this clause 10 days after the termination of the tenancy provided that the Tenant has by then delivered to the Company all keys to the Property. The key receipt will be issued when the keys are handed over. Please retain a copy for your reference.

**Termination by the Tenant**

47. If the Tenant requires to terminate this agreement, the Tenant must give written notice to the Company and the period of notice shall not be less than the Tenant's Notice Period i.e. 1 calendar month (Weekends and Bank Holidays will not be counted). Proof of delivery should be retained if sending by post. In any case you should get an acknowledgement from us with 48 hrs, if no confirmation received then it means Notice has not been received and you need resend or show us the proof.

**Forfeiture**

48. If at any time:-

- I. Any Rent or bills payable under this agreement is outstanding for 14 days after becoming due (whether formally demanded or not); or
- II. There shall be a breach by the Tenant of any of obligation or other provision of this agreement; or
- III. The Tenant becomes bankrupt, has an administration order made in respect of his assets, has a receiver appointed or enters into an arrangement for the benefit of his creditors; or
- IV. Any of the following grounds for possession contained in Schedule 2 of the Housing Act 1988 shall apply:-
  - i. Part I of Schedule 2, grounds 2 or 8; or
  - ii. Part II of Schedule 2, all grounds with the exception of grounds 9 and 16

Then the Company may forfeit the tenancy and bring court proceedings to recover possession of the Property, even if the Company has waived any previous right to do so and this shall be without prejudice to any other right or remedy of the Company.

**Miscellaneous provisions**

PROVIDED ALWAYS and it is agreed as follows that:-

49. Late Rent will be charged at £2.00 per day from the actual due date.
50. Any notice to be served hereunder on the Tenant shall be sufficiently served if sent by first class post to the Tenant at the Property or left addressed to the Tenant at the Property or sent to the Tenant by first class post at the last known address in Great Britain of the Tenant.
51. Notices (including notices in proceedings) to be served on the Company may be served at the Company's Address for Service.
52. If the Company has cause to write to the Tenant due to the Rent or any part of it being in arrears for any period or for any reason following a breach of this agreement a charge will be levied for each letter sent on the following scale:
- I. **First letter - no charge, Second letter - £10.00, Third letter - £25.00, Fourth or any subsequent letter - £25.00.** First letter will be issued if rent is not received within 2 days of due date, Second letter will be issued after 5 days of first letter, if rent amount still remains unpaid. Third letter will be the final demand issued after 7 days of second letter.
  - II. Any such charges shall be payable immediately by the Tenant and if not paid will be recoverable as rent.

**Cost Schedule**

Replacement Key -	£8 per key
Replacement Key Fob -	£15 per key fob
Replacement Car Pass -	£25
Loss of Keys call out -	£10 (during normal working hours- Mon to Fri 10am-6pm)
	£20 (outside working hours)
Rent Collection from the property -	£10
Cash Payment of Rent	£2.50 per amount
Broadband -	£ per month
Water Bill -	£ per month ( as per property )
Council Tax Bill -	£ per month ( as per property )
TV Licence -	£ per month
Phone call to chase outstanding rent -	£0.15p per minute
Unpaid Cheque -	£25
Rent Reminder text messages (This applies to the next day of the Rent day, approximately one message per day) -	£1.00 per message
Card Payment	Debit Card - £0.50p per transaction or Credit Card - 3% of the payment
Calling Utility services in case gas or electric meters not been topped up and meter showing call help - £5(For HMO property this will split among the current tenants residing at the time of emergency)	
Reference Request	£5 per reference
Duplicate Contract copy	£10
Emergency Call out charges due to tenant's negligence	£10 (during normal working hours- Mon to Fri 10am-6pm) £20 (outside working hours)
Smoking fee (if caught inside the property)	£100
Late Rent Fee	£2.00 per day from the actual rent date
<b>First letter - no charge, Second letter - £10.00, Third letter - £25.00, Fourth or any subsequent letter - £25.00.</b> First letter will be issued if rent is not received within 2 days of due date, Second letter will be issued after 5 days of first letter, if rent amount still remains unpaid. Third letter will be the final demand issued after 7 days of second letter.	
Repair Costs (if its tenants negligence)	Based on contractors bill + 10% Company charges
Court Costs (if any) -	Variable
Deposit Protection Scheme (non refundable)	£20 for Deposit amount upto £300.00
	£32 for Deposit amount up to £400.00

In case you move property within Alpine Real Estate, then you have to pay Deposit Protection Scheme charges again.

**(If its states Nil in any bill section (cost schedule) means, you are not directly responsible for paying out the bills, Empty section in bill means you are responsible for paying it out and have to make your own enquiries with Alpine Real Estate Ltd or directly with the Bill providers.**

**Council Tax, Water and TV Licence are not included in any property rented by Alpine Real Estate Ltd.**

**Smoking is strictly prohibited inside the property and offence to smoke in shared accommodation. £100.00 fine**

In this agreement:-

Words importing one gender include all other genders and words importing the singular include the plural and vice versa.

If two or more persons are together the Tenant their obligations to the Company shall be Joint and several.

HMO- House in Multiple Occupation.

**DSS strictly not allowed-** If during tenancy your circumstances changes, it's your responsibility to inform us with supporting documents. We will inform us of the decision if we will continue your tenancy or 1 months' notice will be served. If you fail to inform us of your changed circumstances, a penalty of £100.00 will be given and also we may terminate your tenancy. You will also lose your Deposit (If any).

#### THE FIRST SCHEDULE:

Deposit is returned only after one month's written notice received, with notice to be given prior to a rent due date. Failure to provide the stated written notice will mean forfeiture of Deposit. Deposit could not be adjusted against last month's rent.

Once contract is signed, the Deposit will not be returned, in case tenant decides not to rent the place due to change of mind or circumstances, and will be liable to pay the rent for the full contract period.

At the end of tenancy, its tenants responsibility to pay for any of the following, if they are responsible for it.

- a) Damage to the property
- (b) Redecoration of the property where external damage has been caused or decoration has been carried out by the tenant.
- (c) Cleaning of the property
- (d) Any other proper liability of the Tenant due to the Landlord
- (e) Damage to or loss of any of the Contents caused by the neglect or default of the Tenant
- (f) Compensation for the breach of any term of this agreement
- (g) Deterioration to the décor due to fungal growth, condensation, or associated problems caused by the neglect or default of the Tenant.
- (h) Arrears of rent or bill payments.

Nuisance and Noise - The Tenant agrees not to do anything at the Property that can cause a nuisance, damage, disturbance, annoyance, injury or inconvenience to the Landlord's Property or any adjoining or neighbouring property or its occupiers.

The Tenant will not hold or conduct any social gathering at the Property and not play any musical instrument or use any stereo, radio or television or other musical or electrical instrument or other means of reproducing music or sound in such manner as to be audible outside the Property or likely to cause any nuisance or annoyance or inconvenience to the occupiers of any neighbouring, adjoining or adjacent property.

No person under the age of 18 to be allowed residence within any Alpine Real Estate Ltd dwelling without the express written permission of the Company.

Property Inspection will be done at least once a month if required; we will serve 2days' notice via text message/email or in writing.

For HMO property, its your responsibility to organise the utilities payments to be made on time to Alpine Real Estate Ltd except Gas/Electric which needs to be paid using key meters.

For HMO property, in respect of viewings for forthcoming only one person be informed, who is intending to move out. At least 24 hrs notice will be given unless other alternative arrangements been made.

For HMO property, any disputes over bills, repairs or damages will be split among all the tenants.

For no Deposit disputes, monies will be refunded within 10 days of vacating the property provided we receive your Deposit Unprotection form duly filled in and signed.

Bills are always split among the number of tenants residing. In case one of the room is empty for HMO property, then Gas/Electric will be split among number of tenant's residing. Council Tax and Water bill will be split per room.

At the end of tenancy its your responsibility to divert your post. We are not responsible for your post after you have vacated the premises.

Your contract is a rollover, no written notification will be sent confirming this.

Copy of your contract and supporting documents will be kept confidential and for at least 6 years.

#### Signatures

**Company can carry out credit searches and reference checks and to contact employers, banks, referees, guarantors and credit reference agencies as appropriate. Use the information obtained with third parties to assess credit ratings, make insurance decisions, for fraud prevention and tracing / debt collection. Handle all information obtained in strictest confidence and in accordance with the principles of the Data Protection Act 1988. I understand that I can request the details of any credit reference agencies used so that I can verify with them the information provided. I understand that if I default on my tenancy obligations, this information may be released (per S35 DPA 1988) to authorised debt recovery agencies and could affect any future applications I make for tenancies, credit and insurance.**

I can confirm that I have read the above and have raised any concerns with the company. I am aware that any false statement made could result in early termination of the tenancy under ground 17 of the Housing Act 1996.

## I confirm that my Rent does not include any Bills.

Signed by the Company or the Company's agent on behalf of the Company  Company Official Stamp	Sign here  Date
Signed by the Tenant ( <i>all tenants must sign personally</i> )	Sign here  <b>Please read the full contract before signing. This is a legal Binding document.</b>  Date

Your Deposits protected by the company called Tenancy Deposit Solutions Ltd.  
**Ground Floor, Kingmaker House, Station Road, New Barnet, Hertfordshire, EN5 1NZ**  
**Phone 0844 980 0290, Fax 08456 34 34 03**

**Our Details: Alpine Real Estate Ltd, Alpine House, Pemberton Street, Birmingham, B18 6NY**  
**Phone: 0121 2001170, Fax: 0121 2003371, 24Hrs Emergency: 0777 6081995**

**Emails: Accounts- [accounts@alpinerealestate.co.uk](mailto:accounts@alpinerealestate.co.uk), Admin-admin@alpinerealestate.co.uk**  
**Complaints- [complaints@alpinerealestate.co.uk](mailto:complaints@alpinerealestate.co.uk), General-info@alpinerealestate.co.uk**

**Attachments:**

Inventory form

Application form – signed and dated

Deposit Protection Details- Certificate Number \_\_\_\_\_

ID's - \_\_\_\_\_, \_\_\_\_\_

Recent Bank Statement

Recent Payslip

Other(s)