



WARFIELD
P A R K

ASSURED SHORTHOLD TENANCY AGREEMENT

Initials:

DATED: Click or tap to enter a date.

ASSURED SHORTHOLD TENANCY AGREEMENT

BETWEEN

(1) WARFIELD HOMES LIMITED

and

(2) *NAME OF TENANTS*

Relating to

INSERT ADDRESS

IMPORTANT NOTICE

This document contains the terms of the Tenancy.

It sets out the promises made by the Tenant to the Landlord and vice versa.

You should read this document carefully and thoroughly. Once signed and dated this Agreement will be legally binding and may be enforced by the courts. Make sure that it does not contain terms that you do not agree with and that it does contain everything you want to form part of the Agreement.

You are being provided with the following documents with this Agreement. By signing this Agreement, you are acknowledging receipt of these documents:

Document name	Tick if included	Date of document
Gas Safety Certificate	<input type="checkbox"/>	Click or tap to enter a date.
How to Rent Guide	<input type="checkbox"/>	Click or tap to enter a date.
Electrical Safety Certificate	<input type="checkbox"/>	Click or tap to enter a date.
Tenancy Deposit Certificate and Prescribed Information	<input type="checkbox"/>	Click or tap to enter a date.
Inventory and Schedule of Condition	<input type="checkbox"/>	Click or tap to enter a date.

Please note that, as this tenancy is for a mobile home, no Energy Performance Certificate is required.

Definitions

The following definitions apply in this Agreement.

The Landlord	Warfield Homes Limited (company number 04690088) of Maclaren House, Warfield Park, Bracknell, Berkshire RG42 3RG
The Tenant	STATE THE FULL NAME OF ANY TENANT of GIVE TENANT'S ADDRESS AND, IF THE TENANT IS HAPPY TO ACCEPT DOCUMENTS BY EMAIL, GIVE THEIR EMAIL ADDRESS
Permitted Occupiers	The Tenant and LIST ANYONE WHO IS OVER 18 WHO MAY BE LIVING IN THE PROPERTY BUT WHO WIL NOT BE LEGALLY NAMED AS THE TENANT
The Property	GIVE THE FULL ADDRESS
The Site	GIVE THE ADDRESS OF THE WIDER SITE ON WHICH THE PROPERTY IS SITUATED
The Rent	The sum of £XXX per month, or such other sum the Landlord may notify the Tenant to pay following an annual rent review
The Rent Payment Date	The XX day of each month
Deposit	£XXX
Fixtures & Fittings	Any of the Landlord's furniture, furnishings, sanitary ware, decorative features, other equipment or any floor, ceiling or wall coverings
Insured Risks	"The Insured Risks" refers to insurance against fire and the usual comprehensive risks.
Joint & Several liability	If the Tenant comprises of more than one person, each Tenant is liable for the payment of all rents and all liabilities under this agreement
The Tenancy	The tenancy created by this Agreement
The Fixed Term	The fixed term of 6 months
The Term of the Tenancy	The initial Fixed Term and thereafter any statutory periodic tenancy that comes into being
Consent of the Landlord	The written consent of the Landlord. Unless otherwise stated, the consent of the Landlord will not be unreasonably withheld.
Utilities	The charges, rates or costs relating to telephone, broadband, gas, electricity, water (including sewerage) and oil.
Month / Monthly	Means a calendar month.
Inventory and Schedule of Condition	The document prepared by the Landlord and provided to the Tenant, detailing the Landlord's Fixtures and Fittings, any additional furnishings or equipment belonging to the Landlord and the décor and condition of the Property in general. That document may subsequently be relied upon at the end of the tenancy in assessing damage, or compensation for damage (over and above fair wear and tear) and so should be checked

	carefully at the commencement of the tenancy. Any significant mistakes, incorrect descriptions or other amendments should be notified to the Landlord within five days after receipt of the inventory. In order to avoid misunderstandings or disputes later, it is strongly recommended that this notification be in writing and a copy kept for future reference
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Clause headings shall not affect the interpretation of this agreement.

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

A reference to "the Agreement" is a reference to this agreement.

A reference to "writing" or "written" includes email.

A reference to "the Landlord" includes a reference to the person entitled to the immediate reversion to this "Tenancy". A reference to "the Tenant" includes a reference to its successors in title and assigns.

WHEREBY IT IS AGREED as follows:-

The Landlord agrees to let and the Tenant agrees to take the Property, together with the furniture and household effects now in the Property and as described in the Inventory and Schedule of Condition, for the Fixed Term and any continuing Term thereafter until ended by either party in accordance with the termination provisions below. This Agreement creates an assured shorthold tenancy within the meaning of the Housing Act 1988.

Immediately before entering into this Agreement the Tenant was not himself or jointly with any other person a protected or statutory tenant of the Property.

Part 1 – Tenants Obligations

This section sets out the duties of The Tenant. If the Tenant breaks, or does not comply with any of these obligations, the Landlord may be entitled to claim damages or compensation from the Tenant, or to seek other legal remedies against the Tenant, including the possibility of eviction.

The TENANT agrees to the following:

Rent & Other Charges

1. To pay the Rent, whether formally demanded or not, monthly in advance on or before the Rent Payment Date. Payments by other persons on behalf of the Tenant will be considered as if payments from the Tenants.
2. To pay interest on rent that is overdue by 14 days or more at the rate of 3% above the Bank of England Base Rate.
3. To pay any reasonable charges or other costs incurred by the Landlord if any cheque provided by the Tenant is dishonoured or if any direct debit or standing order is withdrawn. The Landlord's administration charge is £25.00.
4. To pay, by way of damages, a contractor's cancellation fee, should the contractor be refused entry after a convenient appointment has been made between the Landlord and Tenant.
5. To reimburse the Landlord any sums which the Landlord is required to repay to the local authority in respect of Housing Benefit which has been paid direct to the Landlord on behalf of the Tenant, and accepted in good faith, but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the Tenant.
6. Not to offset the rent against the Deposit.

Utilities and Other Liabilities

7. On the signing of this agreement to have transferred to the Tenant's name and to pay directly to the supplier all payments due for the Utilities due during the Term.
8. To pay the Council Tax (or any such replacement tax or any other charge) levied on the Property and to indemnify the Landlord from and against all liability including any liability which may be incurred by the Landlord as a result of the Tenant ceasing to occupy the Property as their only or principal home.
9. If any Utilities are cut-off due to payment default by the Tenant or by specific instruction, either during, or at the end of the Tenancy, the Tenant will be liable to pay the costs associated with reconnecting or resuming those services.
10. To inform the Landlord of any change of telephone number within 7 days of the Tenant being given the new number.
11. To pay the appropriate terrestrial television licence fee, cable television or satellite television charges (if any) for the use of any television, or associated broadcast receiving equipment (if any) on the Property.
12. The Tenant consents to the Landlord advising the local authority and providers of the Utilities of the Tenant's responsibilities and for the local authority and providers of the Utilities to advise the Landlord of any details relating to the accounts at the termination of the Tenancy.

Use of the Property and Behaviour

13. To occupy the Property as the Tenant's only or principal home.
14. To only use the Property as a private dwelling house for the use of the Lawful Occupiers.

15. Not to keep any pets in the Property without the Consent of the Landlord.
16. Not to run a business from the Property other than a home business that falls within the definition of the Landlord and Tenant Act 1954.
17. Not to use the Property or any part of the Site for illegal or immoral purposes, including the use or supply of any illegal drugs which are or become prohibited or restricted by statute.
18. Not to do anything at the Property or on any part of the Site which causes a nuisance, annoyance or may reasonably be considered anti-social behaviour, including making any unreasonable noise.
19. Not to be verbally abusive, threatening or obstructive to any of the Landlord's staff or contractors. Where appropriate, abuse will be reported to the police and legal action may be taken.

Repairs

20. To keep the interior of the Property and all Fixtures and Fittings and other items listed in the Inventory in the same state of repair, order, preservation, condition and cleanliness as at the commencement of the Term (fair wear and tear and damage by accidental fire and the Insured Risks excepted) and to take reasonable and proper care in the use of the Property and its Fixtures and Fittings and not to deliberately damage or alter the Property, its décor or any Fixtures and Fittings either internally or externally without the Consent of the Landlord.
21. To promptly repair or replace any cracked or broken glass in any internal areas within the Property to the required specification and be liable for the costs involved.
22. To notify the Landlord as soon as possible of any defect, damage or disrepair which develops or occurs at the Property which may present a hazard or danger to people or to the fabric of the Property itself. The Tenant must not carry out or authorise repairs except to take reasonable steps in an emergency to restrict or diminish such immediate dangers or damage.
23. To ensure working batteries are always installed in battery operated detectors and to test, at regular intervals, any battery-operated smoke alarms or carbon monoxide detectors fitted in the Property and to replace any battery in an alarm which is found not to be working. If the alarm is not working after the fitting of a new battery, to promptly inform the Landlord.
24. To replace any light bulbs, fluorescent tubes, fuses, etc. when necessary during the Term and to ensure that all light bulbs are in place and in working order at the end of the Tenancy Term.
25. To ensure any gas or electrical appliances brought into the Property by the Tenant are safe to use. Any gas or electrical appliance which is, or becomes, unsafe or dangerous to either the occupants or the Property, must not be used and must be removed from the Property immediately, using a suitably qualified professional as necessary.
26. Not to remove from the Property any of the Landlord's Fixtures and Fittings or other items listed in the Inventory or to store them in the loft, garage or outbuildings (if any) without obtaining the Consent of the Landlord. Where such consent is granted, to ensure that any such items are stored safely without damage or deterioration and at the end of the Term to return them to the same places from which they were removed. Should any part of the Landlord's Fixtures and Fittings or other items be lost, destroyed or so damaged as to be incapable of being restored to its former condition (except such items as may be destroyed or damaged by accidental fire unless the insurance maintained by the Landlord has been wholly or partly invalidated by any act or default by the Tenant) to compensate the Landlord in damages for replacing the item(s) or replace them with similar articles of at least equal value.
27. Not to fix or hang any posters, pictures, photographs or ornaments to the walls, ceilings or woodwork with nails, glue, sticky tape, blu-tac or similar adhesive fixings. Pictures may only be hung using a commercially made picture hook appropriate for the purpose and any holes have to be made good at the end of the Term.

28. Not to damage the pipes, wires, conduits, fittings and apparatus within or exclusively serving the Property.
29. Not to put any damaging oil, grease, cooking oil, sanitary towels, nappies, baby wipes, etc. or other harmful or corrosive substances into the washing or sanitary appliances or drains serving the Property and to be responsible for unblocking or clearing stoppages in any sink, basin, toilet, or waste pipe within the Property if they become blocked with the Tenant's waste, or as a result of the actions or inactions of the Tenant (or any invited visitors or guests).
30. To take reasonable steps to adequately heat and ventilate the Property in order to help prevent condensation. Where such condensation may occur, to take care to promptly wipe down and clean surfaces as required from time to time to stop the build-up of mould growth or damage to the Property or any Fixtures and Fittings or other Landlord belongings.
31. To take reasonable precautions as may be required from time to time, but particularly between and including the months of November to February, to prevent damage by frost or freezing occurring to the Property.
32. To permit the Landlord's employees or its authorised workmen, upon a minimum of 48 hours prior written notification (except in the case of an emergency and meter reading), to enter the Property at any reasonable time (including at weekends), to inspect the Property or any Fixtures and Fittings or other Landlord belongings, and to do work which might be required from time to time in order to fulfil the Landlord's obligations under either this Agreement or relevant legislation.
33. To be held liable for the fair net costs involved in carrying out repair and maintenance to the Property or its Fixtures or Fittings or other Landlord belongings where such action is required as a result of negligence, breach of this agreement or misuse by the Tenant or their invited guests or visitors.
34. Where the Tenant's action or inaction causes damage to the Property, Fixtures and Fittings or other item listed in the Inventory, the Tenant agrees to carry out (at their own cost) any reasonable and necessary corrective measures or action as requested by the Landlord and within the timescale prescribed by the Landlord. After that time, the Landlord may notify the Tenant that the Landlord is arranging for the work to be done and in such circumstances the Tenant agrees to be responsible and liable in damages for the fair costs involved in those arrangements and for the carrying out of such works.
35. To take reasonable precautions to keep the Property free of infestation by insects, vermin, rodents or animal fleas.
36. Not to change, alter, add to or otherwise damage any locks or bolts on the Property (except in the case of an emergency) without the Consent of the Landlord. Where any new or additional locks or bolts are fitted to the Property, to promptly provide the Landlord, at the Tenant's expense, with two sets of keys.
37. To keep the garden in a neat and tidy condition.
38. Not to store any items underneath the Property.
39. Not to place or fix any aerial, satellite dish, notice, advertisement or board onto the Property (either externally or internally) without first obtaining the Consent of the Landlord. If Consent is granted, the Tenant will meet all costs of installation and subsequent removal and the reasonable costs of making good any resultant damage or redecoration if required by the Landlord. The Landlord reserves the right to withdraw, on reasonable grounds and upon reasonable notice, any such consent previously given.
40. Not to keep on, or bring into the Property, any inflammable or other material (apart from properly stored fuel or similar material in quantities appropriate for normal domestic use) which might reasonably be considered to be a fire hazard, or otherwise dangerous to the Property or to the health and safety of its occupants or of the neighbours.

41. To permit the owner of a neighbouring premises or their authorised workmen or their professional advisors to access to the Property in order to exercise any statutory rights of access that neighbouring premises may benefit from.

Legal notices etc re the Property

42. As quickly as is practicable after receipt, to send to the Landlord any legal notice, orders, correspondence or other document delivered to the Property by a third party which relate to, or might significantly affect, the Property, its boundaries or adjacent premises.

Vehicles

43. Not to park any of the following unless consent is given either at the Property or on the Site:
- a. Motor homes / camper vans of any size or description
 - b. Touring caravans of any size or description
 - c. Trailer tents of any size or description
 - d. Trailers / box trailers of any size or description
 - e. Boats / marine craft of any size or description
44. Not to park any disused or un-roadworthy vehicles on or at the Property or the Site.
45. Not to park any commercial vehicles at the Property or on the Site without the prior Consent of the Landlord. The Tenant should note that the Landlord reserves the right to refuse consent and/or to withdraw, on reasonable grounds and upon reasonable notice, any consent previously given.
46. Where permission is granted, the Landlord reserves the right to place conditions on the permission (to include the maximum dimensions of any vehicles and to direct where any commercial vehicle can be parked)

Commercial vehicles includes;

- a. any vehicle with artwork advertising or drawing attention to a business;
- b. a pickup, or vehicle using the chassis of a pickup as a basis such as for a “cherry picker”; and
- c. a van, or any a vehicle without rear passenger windows.

Lodgers, Subletting and Assignment

47. Not to permit anyone other than the Permitted Occupiers to occupy the Property without the Consent of the Landlord. The Landlord reserves the right to withdraw, on reasonable grounds and upon reasonable notice, any such consent previously given.
48. Not to assign the Tenancy or any part of it without the Consent of the Landlord. The Tenant will be liable for the reasonable fees and expenses incurred by the Landlord in arranging any assignment granted.

Insurance and Security

49. Not to deliberately do anything and to take reasonable steps not to allow anything to be done by invited guests or visitors, which leads to harm being caused to the Property, the Fixtures and Fittings and any other item listed in the Inventory and not to do anything which may cause the Landlord’s insurance to be void or voidable.
50. To reimburse the Landlord for any excess sum payable under the Landlord’s insurance policy for each and any claim on the Landlord’s policy resulting from any action or inaction on the part of the Tenant, their invited visitors or guests, in breach of this Agreement.
51. In the event of loss or damage by fire, theft, attempted theft, impact or other causes to the Property or any Fixtures and Fittings, to promptly inform the authorities as appropriate and the Landlord as

soon as is practicable. Subsequently to provide, as soon as is practicable, full written details of the incident in order for the Landlord to assess whether to make a claim on any relevant insurance policy.

52. Before leaving the Property empty or unoccupied for any continuous period in excess of 21 days, to notify the Landlord in advance and to fully co-operate and comply (and bear the fair cost of such compliance) with any reasonable requirements or conditions relating to the security or safety of the Property and its Contents whilst being left empty or unoccupied.
53. To be responsible for insuring the Tenant's own belongings which are placed in the Property or on the Site during the Tenancy.

End of Tenancy

54. During the last month of the tenancy, upon a minimum of 48 hours prior notification, to permit the Property to be viewed between 9am - 5pm Monday to Friday by prospective tenants or purchasers who are authorised to do so by the Landlord. Except where mutually agreed otherwise with the Tenant, the Landlord will accompany these viewing appointments.
55. The Tenant will return all keys to the Property as listed on the Inventory as well as any new or additional or duplicate keys cut during the Term to the Landlord promptly on the last day of the Term and to pay the cost of replacing any lock where such keys are missing.
56. To clean the Property, including the cleaning of carpets, curtains, oven etc, which have become soiled, stained or marked during the Term.
57. To remove all the Tenant's refuse and rubbish from within the Property and to ensure that it is stored outside in proper receptacles and, where appropriate, make arrangements with the local authority or others for its prompt removal at the expense of the Tenant.
58. To attend the check-out appointment with the Landlord when the state and condition of the Property will be assessed as against the Inventory and Schedule of Condition. If the Tenant fails to attend the Property at the time of the check-out appointment, any assessment made by the Landlord of the fair and reasonable compensation or other sums payable by the Tenant shall be final and binding on the Tenant.
59. To remove all the Tenant's belongings, and any foodstuffs on or before the last day of the Term. Any smaller items left behind at the Property will be removed and stored by the Landlord for a period of one month, after which period the items will be disposed of by the Landlord. The Tenant will be liable for the storage and disposal costs and may be deducted from the Deposit. Where items are of a bulky or unwieldy nature which may inhibit or unreasonably inconvenience the Landlord's ability to re-let the Property, the Landlord reserves the right to charge the Tenant damages or compensation at a rate equivalent to the rent, calculated on a daily basis, until the items are removed by the Tenant.
60. To provide promptly as soon as is practicable just before or immediately at the end of the tenancy a forwarding or correspondence address to the Landlord; for ease of administration and communication between the parties, including the processes involved in the return of the deposit.

Part 2 LANDLORD'S OBLIGATIONS

THE LANDLORD AGREES with the Tenant as follows:-

1. To allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord.
2. The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant
3. To:
 - a. keep in repair the structure and exterior of the Property (including the drains, gutters, external pipes and external windows):
 - b. keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
 - c. keep in repair and proper working order the installations in the Property for space heating and heating water.
4. The Landlord will keep in repair and working order any hob, cooker or any other integrated appliances that are installed at the Property and which belong to the Landlord. For the avoidance of doubt, the Landlord will not be responsible for any appliances brought into the Property by the Tenant.

Protection of Deposit

5. The deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

My Deposits
3rd Floor
Kingmaker House
Station Road
New Barnet
Hertfordshire
EN5 1NZ
6. The deposit shall be held in accordance with the rules of the scheme, details of which will be supplied to you if not already provided, in the form of the statutory prescribed information within 14 days of receipt of the deposit.

Part 3 TERMINATION OF AGREEMENT

Termination by the Landlord

1. The Landlord reserves the right to re-enter the Property if:
 - a) the Rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
 - b) the Tenant is declared bankrupt under the Insolvency Act 1986;
 - c) the Tenant has breached the agreement; or
 - d) any of the Grounds 2, 7, 7A, 7B, 8, 10-15 and 17 set out in Schedule 2 of the Housing Act 1988 apply.

This Clause 12.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession.

2. The Landlord has the right to recover possession of the Property if:
 - a) the Landlord has given two months' notice to the Tenant of the Landlord's intention to recover possession of the Property; and
 - b) at least six months have passed since the date of this Agreement.

Termination by the Tenant

3. If the Tenant intends to vacate the Property at any time after the Fixed Term, the Tenant agrees to give the Landlord at least one month's prior Notice in writing. The written Notice must expire the day before the Rent Payment Date.

Notices

4. For the purposes of Section 48 of the Landlord and Tenant Act 1987 the address of the Landlord at which notices (including notices in proceeding) may be served upon him by the Tenant is:

**WARFIELD HOMES LIMITED
MACLAREN HOUSE,
WARFIELD PARK,
BRACKNELL,
BERKSHIRE,
RG42 3RG.**

5. Any notice to the Landlord sent under or in connection with this agreement shall be deemed to have been properly served if:
 - a) sent by first class post to the Landlord's address given in Clause 4; or
 - b) left at the Landlord's address given in Clause 4; or
6. Any notice sent to the Tenant under or in connection with this agreement shall be deemed to have been properly served if:
 - a) sent by first class post to the Property; or
 - b) left at the Property; or
 - c) sent to the Tenant's email address (if such an address is stated in the stated in the Definitions section).

This agreement has been entered into on the date stated at the beginning of it.

Signed as a deed by Jenny Holder an authorised person acting for and on behalf of Warfield Homes Limited	
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In the presence of:

[SIGNATURE OF WITNESS]		
[NAME OF WITNESS]	[ADDRESS OF WITNESS]	[OCCUPATION OF WITNESS]

Signed as a deed by [NAME OF TENANT]	
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in the presence of:

[SIGNATURE OF WITNESS]		
[NAME OF WITNESS]	[ADDRESS OF WITNESS]	[OCCUPATION OF WITNESS]

Signed as a deed by [NAME OF TENANT]	
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in the presence of:

[SIGNATURE OF WITNESS]		
[NAME OF WITNESS]	[ADDRESS OF WITNESS]	[OCCUPATION OF WITNESS]

RIGHT TO RENT DOCUMENTS

Name	Date Of Birth	Documents Inspected	Immigration Status	Date Of Check
	Click or tap to enter a date.		Unlimited right to rent/ Time-limited right to rent, expiring on:	Click or tap to enter a date.
	Click or tap to enter a date.		Unlimited right to rent/ Time-limited right to rent, expiring on:	Click or tap to enter a date.
	Click or tap to enter a date.		Unlimited right to rent/ Time-limited right to rent, expiring on:	Click or tap to enter a date.

OPENING METER READINGS

	Water	Gas	Electric
Reading			
Date			