

## ASSURED SHORTHOLD TENANCY AGREEMENT

**Date of Agreement:** \_\_\_\_\_

**Commented [JG1]:** This is important. Make sure you're not 'back-signing' an agreement!

### SUMMARY OF CORE TERMS

#### 1. Particulars of Agreement:

This agreement is made between:

**Landlord's Name:**

**Address:**

**Email:**

**Phone:**

Hereby referred to as "The Landlord"

**AND**

<b>Lead Tenant</b>	
Name:	
Email address:	
Phone:	
Postal address:	
<b>Additional Tenants</b>	
Name:	Name:
Email address:	Email address:
Phone:	Phone:
Postal address:	Postal address:
Name:	Name:
Email address:	Email address:
Phone:	Phone:
Postal address:	Postal address:

**Commented [JG2]:** Many Landlords and Agents will want a Lead Tenant. This is the member of the house who will act as the primary contact for any issues. It's also sometimes the Tenant who will be responsible for returning the deposit to the other Tenants at the end of the Tenancy

Hereby referred to as "The Tenant(s)"

And is made in relation to the premises at:

**123 Brighton Road**  
**Brighton**  
**BN1 1AA**

Hereby referred to as "The Property"

**Commented [JG3]:** Make sure you've viewed this Property before signing anything or handing over any funds.

#### 2. The Term:

The Landlord lets to the Tenant the Property for a fixed period of XX months and XX days. The Tenancy shall start on and include the XX/XX/XXXX and shall end on and include the XX/XX/XXXX.

**Commented [JG4]:** Most student lets will be let for a fixed period to correspond to the academic year.

The Tenant agrees that the Landlord has the right to terminate the Tenancy after the first four months by giving the Tenant not less than two months' notice in writing to end the agreement. The notice must expire at the end of a relevant period, being the XX day of the month. When the notice period expires the agreement shall cease.

**Commented [JG5]:** If you see a clause such as this in a Tenancy agreement, it's known as a 'break clause'. This allows the Landlord or Agent to serve an eviction notice before the fixed term period has expired.

**3. The Rent:**

The Tenant shall pay to the Landlord £XXXX per month (“The Rent”) payable in advance by equal monthly instalments except that upon the signing hereof the Tenant shall pay the equivalent of four months’ rent, in the sum of £XXXX, in advance for the period XX/XX/XXXX to XX/XX/XXXX.

Thereafter rent shall be paid on the XX day of each month, commencing on the XX/XX/XXXX.

The full £XXXX is to be paid monthly to: Landlord’s bank details.

**4. The Deposit:**

The Tenant shall pay to the Landlord £XXXX as a Deposit on the signing of this Agreement. At the end of the Tenancy the Deposit will be returned to the Tenant by the Landlord subject to the possible deductions set out in this Agreement.

**5. Fixtures and Fittings:**

The Tenancy shall include the Fixtures and Fittings in the Property including all matters specified in the Inventory and Schedule of Condition.

**6. Type of Tenancy:**

This Agreement is intended to create an Assured Shorthold Tenancy (AST) as defined by section 19A of the Housing Act 1988 (as amended) and shall take effect subject to the provisions for the recovery of possession set out in section 21 on that Act.

**OBLIGATIONS OF THE TENANT:**

**7. General:**

**7.1** Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not do that thing. Where there is more than one Tenant, they will be referred to collectively as the “Tenant” throughout this Agreement and all their obligations can be enforced against all of the Tenants jointly and against each individually.

**7.2** To agree that all persons named as the Tenant or who resides at the Property as an occupier at the start or during the Tenancy whether named on the Tenancy Agreement or not must provide a valid passport and visa or work permit to the Landlord prior to taking occupation of the Property.

**7.3** Should there be changes to the persons named as the Tenant during the Tenancy, the new person forming The Tenant or wishing to reside in the property will also be subject to these checks. It is the responsibility of all persons named as the Tenant to seek written permission from the Landlord before these changes are made. Where there are changes of Tenant a new AST must be signed by all tenants.

**7.4** The Property must be the Tenant’s only or principal residence.

**Commented [JG6]:** Read this part carefully – you might have a separate arrangement for one or more Tenants, especially if you or someone you’re living with doesn’t have a Guarantor and has made other arrangements with the Landlord/ Agent.

**Commented [JG7]:** Always check these details in person or by phone with your Landlord/ Agent. If you are contacted about a change to these details, make sure you confirm this change with the Landlord or Agent directly.

**Commented [JG8]:** We’ll have a look at these in detail later.

**Commented [JG9]:** You should be provided with an Inventory when you move into your Property. Make sure you make note of any defects in the Property, including any marks on walls/ flooring and any broken furniture and fittings. It’s worth spending time checking everything as if you don’t mention it at this point, they can view you as liable for the damage!

**Commented [JG10]:** Remember, people you allow into the Property also need to respect the terms of this Agreement. If they don’t any breach occurs or damage is caused, you are responsible for this.

**Commented [JG11]:** You also need to remember that, with a joint tenancy, all of you are responsible for the actions of each other. If someone doesn’t pay the rent, for example, the rest of you are ultimately responsible for covering it.

**Commented [JG12]:** Be prepared to have your passport/ Biometric Residency Card (if an International student) checked.

**Commented [JG13]:** If there’s a change in Tenant, you must let the Landlord know and ask for permission for this change so they can carry out the relevant checks and amend the Agreement.

**Commented [JG14]:** ‘Principle’ is the important word here. It’s accepted that you may have a different address during University holidays.

**7.5** The Tenant must notify the Landlord before leaving the Property vacant for any continuous period of 14 days or more during the Tenancy.

**Commented [JG15]:** Remember to do this if all of you are going to other addresses for holiday periods.

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**8. The Rent:**

**8.1** The Tenant must pay the Rent by standing order to the Landlord in accordance with Clause 3 at the beginning of this agreement. All payments to the Landlord must have the Property address as a reference.

**8.2** Payments received by the Landlord which do not carry the correct reference will incur a £12.00 inc. VAT fee.

**Commented [JG16]:** This isn't legal now. Ask for any clauses like this to be removed from the contract.

**8.3** The Tenant must not withhold The Rent in relation to any maintenance issue.

**8.4** The Landlord reserves the right to charge interest on rent which is more than 14 days overdue at 4% over the Bank of England base rate (calculated day by day) on late payments.

**Commented [JG17]:** It is still legal to charge late rent payment fees, but ONLY after 14 days of on-payment and ONLY at a maximum rate of 3% above the Bank of England base rate. Many old contracts will list '4%' – make sure these are corrected.

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**9. The Deposit:**

**9.1** The Deposit will be used at the end of the tenancy to cover any outstanding fees or costs incurred by the Landlord to remedy any failure by the Tenant to comply with their obligations under this agreement. This includes but is not limited to:

- a. outstanding Rent (any instalment of Rent which is due but remains unpaid at the end of the Tenancy);
- b. repairs, replacement of items, and redecoration – any damage to the Property and Fixtures and Fittings caused by the Tenant or arising from any breach of the terms of this Agreement by the Tenant;
- c. cleaning and gardening costs;
- d. missing keys;
- e. Tenant early exit fees as per clause 14.5 of this Agreement;
- f. any accidental damage caused by The Tenant, their family, or visitors regardless of the cause.
- g. Legal costs where it has been necessary for legal action to be taken by the Landlord to obtain funds.

**Commented [JG18]:** This is why it's very important to not only respect the Property's fittings and fixtures but spend time on your Inventory!

**Commented [JG19]:** If your Agreement says you must maintain the garden, failure to do this can result in money being taken off your deposit.

**9.2** The Deposit cannot be used for any purpose until The Tenancy has expired.

**Commented [JG20]:** Bear this in mind – you can't expect your Landlord or Agent to use part of your deposit for missed rent payments/ damage costs whilst you are still within the Agreement.

**9.3** No interest will be paid on Deposits held.

**9.4** With joint tenancies The Deposit will be returned in one lump sum to an account nominated by The Tenant.

**Commented [JG21]:** If you see a clause like this, it's likely the Deposit will be paid into the Lead Tenant's account (see above). Check with your Landlord/ Agent.

**9.5** The Deposit will be held in accordance with the rules of the government's Tenancy Deposit Scheme. The Landlord will inform The Tenant of which scheme is being used, the details of its registration, and supply a deposit protection certificate.

**Commented [JG22]:** Your Landlord/ Agent now has to protect your deposit with one of three government-approved schemes. Check which one they are using.

**9.6** If the amount of monies that The Landlord is entitled to deduct from The Deposit under this Agreement exceeds the amount held as The Deposit, The Landlord may require The Tenant to pay that additional sum to The Landlord within fourteen days of The Tenant receiving that request in writing.

**Commented [JG23]:** Don't just rely on your Deposit to cover damage. If it's excessive, you still may have to pay more.

**9.7** The statutory rights of the Landlord and The Tenant to take legal action through the County Court remain unaffected.

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**10. Safety:**

**10.1** The Tenant is responsible for checking that the smoke alarms in The Property are operational on a weekly basis. The Tenant must promptly report any fault with the smoke alarms to The Landlord.

**10.2** The Tenant must not alter the operation of or disable any smoke alarms.

**10.3** The Tenant must not install, change, or alter any locks without written consent from The Landlord. The Tenant will be liable for the removal costs of any unauthorised locks.

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**11. Treatment of The Property:**

**11.1** The Tenant must report maintenance issues promptly to The Landlord.

**Commented [JG24]:** Along with paying the rent, this is one of the most important responsibilities you have as a Tenant. You MUST report any issues to the Landlord or Agent. This will stop them getting worse and potentially costing you additional money!

**11.2** The Tenant must not use The Property for any illegal, immoral, disorderly, or anti-social purposes. The Tenant or guests must not cause a nuisance, annoyance, disturbance, or inconvenience to The Landlord, other Tenants, or the residents of neighbouring properties.

**Commented [JG25]:** Another very important point. You will see in the Notices section later that you can be evicted for this sort of behaviour.

**11.3** Noise of any sort should not be audible outside The Property, particularly between the hours of 11:00pm – 7:00am.

**Commented [JG26]:** 11:00pm – 07:00am is often given as a guide, but really there should never be significant noise coming from your Property at any time of day if it's likely to impact on neighbours (the same goes for your neighbours as well).

**11.4** The Tenant must maintain the contents of The Property, including any furniture, and keep them in good condition. The Tenant must preserve the contents from damage and must not remove them from The Property

**11.5** The Tenant must not redecorate or alter The Property without prior written permission from The Landlord.

**11.6** The Tenant must not bring into The Property any pets or other animal without the written consent of The Landlord.

**11.7** The tenant must carry out in The Property all works of repair that are not the responsibility of The Landlord under this Agreement. This includes the replacement of disposable items such as fuses, batteries, and lightbulbs.

**Commented [JG27]:** Your Agreement may go into more detail than this. You will usually be responsible for changing lightbulbs, changing batteries in battery-operated smoke alarms, and keeping outside spaces clear.

**11.8** The Tenant is liable for the fair net costs involved in carrying out repair and maintenance to The Property or its Fixtures and Fittings where such action is required as a result of negligence, breach of this agreement, and/or mis-use by The Tenant or their invited guests or visitors.

**11.9** The Tenant must take all necessary steps to avoid the effects of condensation, including keeping The Property adequately ventilated and heated in line with guidance provided by The Landlord at the start of The Tenancy.

**11.10** The Tenant must take all necessary and reasonable steps to ensure The Property is protected from frost damage to include The Property being adequately heated, particularly during periods of absence.

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**12. Access, Outside Space, and Waste Disposal:**

**12.1** The Tenant must keep the exterior of The Property free from rubbish. The Tenant must not leave rubbish outside The Property until the day of collection by the local authority and abide by the regulations of refuse collection specific to the location of The Property.

**12.2** The Tenant must keep the garden (if any) tidy and well-tended. The Landlord is not obliged to provide gardening equipment.

**12.3** If drains become blocked as a result of The Tenant's actions or omissions they will be responsible for the cost incurred to remedy. For example, food, hair, or other waste blockages.

**12.4** The Tenant must not access any loft spaces unless written consent is given by The Landlord

**12.5** The Tenant must allow access to The Property (which may not be unreasonably withheld) upon being given 24 hours' notice by The Landlord for viewings, maintenance, or any reasonable purpose deemed necessary. For joint tenancies, Tenants are expected to notify all other Tenants that access is required. It may be necessary for access to be required without 24 hours' notice in the case of an emergency.

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**13. Utilities and Charges:**

**13.1** The Tenant must establish accounts and pay for all associated charges in respect of the use and supply at The Property of any telephone service, electricity, gas, oil, and any other relevant fuels, water, and environmental services.

**13.2** The Tenant must pay for the reconnection of water, gas, electricity, telephone, or internet lines and any other service or utilities if disconnection results from any act or omission of The Tenant or The Tenant's associates.

**13.3** The Tenant must not tamper with, interfere with, alter, or add to the gas, water, or electric installation meters, either in or serving The Property.

**Commented [JG28]:** If the property will be empty for a period of time in the winter, such as over the winter break, it's a good idea to keep the heating on low to stop pipes freezing or frost damage occurring, which you may have to pay for!

**Commented [JG29]:** Your Landlord/ Agent should let you know when your rubbish is due to go out. The Council website also has information on this.

**Commented [JG30]:** Unfortunately, this is still a legal clause. You could ask your Landlord if you can borrow equipment, or maybe ask your neighbours. You may wish to hire equipment in the summer if you haven't been able to borrow it from elsewhere.

**Commented [JG31]:** This can be expensive. If you are behind with a utility payment, keep in touch with the supplier. They shouldn't cut you off if you arrange an alternative payment plan.

**Commented [NB32]:** If you are not renting a Property where bills are included, one of the first things you should do is take meter readings, phone up the current providers, and create accounts. You can change these accounts to cheaper providers if you like, although some contracts will require you to notify the landlord if you wish to change a utility provider.

**13.4** The Tenant must pay Council Tax or provide proof that they are exempt. The Tenant is also responsible for Council Tax if The Property is let to multiple Tenants on individual tenancy agreements.

**Commented [JG33]:** You are not automatically exempt from Council Tax as a student. You should contact the Council when you move to register and to confirm that you are exempt.

**13.5** The Tenant must pay for the Television Licence for any television set in The Property whether belonging to The Landlord or Tenant or any hire company.

**13.6** The Tenant must attain written permission from The Landlord before installing any satellite dish or other telecommunications at The Property.

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**14. Ending the Tenancy:**

**14.1** At the end of The Tenancy The Tenant must vacate The Property and surrender keys at a pre-arranged time (no later than 12 noon) on the last day of The Tenancy. The Tenant will be charged for any keys which are not returned.

**Commented [JG34]:** The Landlord/ Agent can do this. The charge must be reasonable though – they should be able to evidence the money they have spent/ will spend on a replacement.

**14.2** The Tenant must leave The Property vacant and free from any personal belongings. Any belongings, property, personal effects, foodstuffs, furnishings, and equipment left behind will be considered abandoned. Where such items belong to the Tenant are of a bulky or unwieldy nature, either individually or as a collection, the landlord reserves the right to deduct funds from the Deposit for safe disposal.

**Commented [JG35]:** The Landlord/ Agent can charge for disposing of the belongings you leave, so it's very important to take everything with you.

**14.3** The Tenant must return the Property and its Contents in a clean and good state of repair and decoration as it was at the start of The Tenancy (fair wear and tear excepted).

**14.4** The Tenant must provide as soon as is practicable just before or immediately at the end of the tenancy a forwarding postal or correspondence address to the Landlord.

**Commented [JG36]:** If you don't yet have a forwarding address, give an address that you still have access to – e.g., a family member's address.

**14.5** If the Tenant requests to leave the Agreement before the end of the fixed period (see Section 2 of this Agreement) the Tenant will continue to be liable for the full rental amount until a suitable replacement Tenant is found. An administration fee of £50 per Tenant will be payable in each instance for the cost of amending the Tenancy Agreement.

**Commented [JG37]:** Landlords/ Agents shouldn't be charging any more than £50 to make changes to a contract. You can ask to see justification for any amount they seek to charge you which is more than this.

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**OBLIGATIONS OF THE LANDLORD**

**15. General**

**15.1** At the commencement of the Tenancy the Landlord will deliver the Property in a tidy, clean condition. Should the Property be unfit for habitation at any point during the Tenancy, the Landlord will provide reimbursement of the rental amount or appropriate alternative accommodation.

**15.2** The Landlord will allow the Tenant quiet enjoyment of the Property without unreasonable or unlawful interruption provided that the Tenant under the terms of this Agreement is paying the rent and complying with the Tenant obligations.

**Commented [JG38]:** Whilst you must give access to the Landlord/ Agent if they provide 24 hour notice, they shouldn't be abusing this. You are still entitled to quiet enjoyment of the Property so they shouldn't carry out extensive repairs or renovations, or ask to visit too frequently.

**15.3** The Landlord will pay all taxes, insurance, service charges, impositions, and other outgoings in respect of the Property other than those described in this Agreement as being payable by the Tenant.

**15.4** The Landlord will maintain a comprehensive policy of insurance for the property for the duration of the Tenancy. The Landlord reserves the right to claim any excess on a claim where the Tenant is found to be at fault.

**Commented [JG39]:** Whilst the Landlord/ Agent will be responsible for insuring the Property, you and your fellow Tenant(s) will need to arrange contents insurance.

**15.5** The Landlord warrants that they are the sole owner of the leasehold or freehold interest in the property and that all consents necessary to enable them to enter into this agreement have been obtained.

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## 16. Safety and Maintenance

**16.1** The Landlord will ensure that, where applicable, all upholstered furniture, soft furnishing, beds, mattresses, pillows, and cushions supplied to the property comply with the provisions of The Furniture and Furnishings (Fire Safety) Regulations 1988 and The Furniture and Fire Safety Amendment Regulations 1993.

**16.2** The Landlord will ensure that all gas appliances within The Property comply with the Gas Safety (Installation & Use) Regulations 1998 and that all gas appliances will be serviced annually in accordance with the aforementioned regulations. A copy of the Gas Safety Check Record will be provided to The Tenant at the start of the Tenancy and within 28 days of the annual check undertaken during The Tenancy.

**Commented [JG40]:** The Landlord MUST provide you with a copy of the Gas Safety Check. If they don't, there are implications for them if they ever want to serve you an eviction notice.

**16.3** The Landlord will ensure that all electrical equipment in The Property are in good repair and working order and that all electrical equipment supplied to The Property complies with The Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets etc (Safety) Regulations 1994. The Landlord will at their own expense maintain the same in such condition during the term of The Tenancy (except in the case of misuse by the Tenant)

**16.4** The Landlord will ensure that, in accordance with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015, a smoke alarm is provided on every storey (floor) of The Property on which there is a room used wholly or partly as living accommodation. A carbon monoxide detector/ alarm will be provided in any room used wholly or partly as living accommodation which contains a solid fuel burning combustion appliance such as a boiler or oven. The Landlord will ensure that these alarms and detectors are in working order on the first day of the Tenancy (see Clause 10.1 of Tenant Obligations).

**Commented [JG41]:** As is mentioned above, it's your responsibility as a Tenant to check these alarms/ detectors throughout the Tenancy.

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## 17. Deposit

**17.1** The Landlord will, as soon as practicable, inform the Tenant of any deductions from the Deposit are proposed for any sum due to The Landlord.

**17.2** If there is no dispute, funds due to be returned to the Tenant will be paid within ten working days of the Landlord and the Tenant agreeing the allocation of the Deposit.

**17.3** If an agreement cannot be reached, the Landlord and or Tenant should refer to the procedures outlined in the Tenancy Deposit Scheme.

**Commented [JG42]:** If your Landlord hasn't protected your Deposit in one of the government-backed Deposit Schemes, you are entitled to all of it. You can even make a claim for additional compensation on top of the original amount.

17.4 If no claim for resolution has been submitted within three months of the end of the tenancy, the parties will need to negotiate a settlement using means other than the Tenancy Deposit Service, for example, Court Proceedings.

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## TERMINATION OF THE TENANCY

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### 18. Notices

18.1 If The Landlord wants The Tenant to leave The Property, they must:

**18.1.1** Give the Tenant at least two months' notice in writing before the end of the fixed term in accordance with Section 21 on the Housing Act (this is known as a Section 21 notice). This notice cannot be served less than 4 months since the Start Date.

**18.1.2.** Seek possession on one or more of the grounds contained in Schedule 2 of the Housing Act 1988 if any of those grounds apply (this is known as a Section 8 notice):

**18.1.2.1 Ground 1:** The Landlord wishes to regain possession of the Property in order to utilise this as their principle and permanent home.

**18.1.2.2 Ground 2:** The Property is subject to a mortgage which existed before the start date of the Tenancy and the lender wishes to repossess the Property.

**18.1.2.3 Ground 3:** The Property has been let using a fixed term Tenancy not exceeding 8 months and at some point in the 12 months immediately prior to the start date of the fixed term Tenancy the Property was occupied as a holiday let.

**18.1.2.4 Ground 4:** The Property has been let using a fixed term Tenancy not exceeding 12 months and at some point in the 12 months immediately prior to the start date of the fixed term Tenancy the Property was occupied as a student letting .

**18.1.2.5 Ground 5:** The Property is held for the use of a minister of religion and possession is required in order for the Property to be used by another minister.

**18.1.2.6 Ground 6:** The Landlord wishes to regain possession of the Property in order to demolish or reconstruct the whole or a substantial part of the Property.

**18.1.2.7 Ground 7:** The Property has, following the death of the original Tenant, been passed through will or intestacy to a Tenant not initially granted the Agreement.

**18.1.2.8 Ground 7A:** The Tenant or a person residing in or visiting the Property: has been convicted of a serious offence; is in breach of an injunction; is in breach of a criminal behaviour order; has been issued with a closure order; or has been convicted of an offence relating to noise nuisance.

**18.1.2.9 Ground 7B:** The Tenant or a person residing in the Property has no Right to Rent because of their immigration status.

**18.1.2.10 Ground 8:** The Tenant owes rent on The Property which at the time of the notice being served and the hearing being held is at least: eight weeks' rent if rent is owed weekly or fortnightly; two months' rent if rent is owed monthly; three months' rent if rent is owed quarterly; three months' rent if rent is owed annually.

**18.1.2.11 Ground 9:** The Landlord wishes to regain possession of the Property and is able to offer the Tenant reasonable alternative accommodation.

**18.1.2.12 Ground 10:** The Tenant owes some rent on The Property both at the time of serving notice and at the time of the hearing being held.

**18.1.2.13 Ground 11:** The Tenant has shown persistent delay in making rent payments.

**Commented [JG43]:** A Section 21 eviction is also known as a 'no fault' eviction. It means the Landlord can serve you with notice to quit the property without having to provide a reason for this. The Government are currently looking at banning this kind of eviction – Housing Services can give you up-to-date information.

As mentioned here, they can't issue this notice until the fixed term is over or, if there is a break clause in the contract, until four months after the Tenancy start date.

A Section 21 notice is not valid if the Landlord hasn't protected your deposit or given you a copy of the Gas Safety certificate.

If you are issued with or threatened with a Section 21 notice, speak to Housing Services.

**Commented [JG44]:** A Section 8 eviction can allow the Landlord to regain possession of the Property with as little as two weeks' notice, depending on the severity of the ground they are using to evict.

The first 8 grounds are mandatory – that is, a court *will* grant possession to the Landlord if these grounds are met. Grounds 9 – 17 are discretionary, meaning a court *may* grant possession to the Landlord but it will depend on many factors.

The grounds are all summarised here, although as many will not apply to an Assured Shorthold Tenancy you might not see all of them on the contracts you sign.

The most important ground to note is Ground 8. If you get too far behind in your rent, your Landlord/ Agent can serve notice. Speak to the University of you are having problems paying your rent.

It's also important to note that there are grounds to evict on the basis of anti-social behaviour or illegal activity (14), and grounds to evict if the property falls into disrepair (particularly if this affects structures which are shared with other properties such as walls/ roofs) (13).

If you are issued with or threatened with a Section 8 notice, speak to Housing Services.



**18.1.2.14** *Ground 12:* The Tenant has failed to meet an obligation set out in their Agreement (other than the payment of rent) or has breached a part of the Agreement.

**18.1.2.15** *Ground 13:* The Tenant has, through action or inaction, caused the condition of the Property or its common parts to deteriorate.

**18.1.2.16** *Ground 14:* The Tenant or a person residing in or visiting the Property has been guilty of antisocial/ illegal/ immoral behaviour (including but not limited to domestic violence and an offence during a riot).

**18.1.2.17** *Ground 15:* The Tenant has, through action or inaction, caused the condition of the furnishings within the Property to deteriorate.

**18.1.2.18** *Ground 16:* The Property was let to the Tenant as a consequence of employment which has now ceased.

**18.1.2.19** *Ground 17:* The Property was let to the Tenant as a consequence of false information provided by the Tenant either knowingly or recklessly.

**18.2** If the Landlord or Agent delivers a Notice or document required to be served by this agreement or any Act of Parliament to the Property (or last known address of the Tenant if different), and retains reasonable evidence of that delivery, either by hand or by recorded delivery or first class post, then the Tenant will be treated as if they have received it.

**Commented [JG45]:** Another important point. If you don't open a notice that's served, or aren't in when it's delivered, it may still be valid!