

AST guide

ENGLAND ONLY



Applies to Propertymark's Assured Shorthold Tenancy Agreements **(England only)**



ASSURED SHORTHOLD TENANCY AGREEMENT (AST)

Member agencies with Company Advantage can download the AST from the Business Hub: propertymark.co.uk/resource/asts.html

COMMON LAW, NON-HOUSING ACT TENANCY

Member agencies with Company Advantage can download the AST from the Business Hub: propertymark.co.uk/resource/common-law-tenancy-agreement-non-housing-act-tenancy.html

SCOTLAND AND WALES



PRIVATE RESIDENTIAL TENANCY (PRT)

Since 1 December 2017 the PRT has been in place for all new tenancies granted in Scotland, replacing the previously used assured and short assured tenancy agreements: propertymark.co.uk/resource/private-residential-tenancy.html



RENTING HOMES (WALES) ACT OCCUPATION CONTRACTS

The Renting Homes (Wales) Act 2016 brought several complex pieces of legislation into a single legal framework. To help agents comply, we have produced a contract and work continuously with the Welsh Government and Rent Smart Wales to review: propertymark.co.uk/resource/renting-homes-wales-act-occupation-contracts.html

Your legal questions answered

The following are answers to questions posed by Propertymark members since the release of our AST and answered by our legal experts. We strongly advise adhering to this guidance when using our agreement.

Q. Can I remove 'thereafter from month-to-month' from the expiry date?

You could, but please note that removing this reference would not cause the tenancy to end after the expiry of the fixed term. Instead, it would give rise to a statutory periodic tenancy.

Q. Can we remove where it says 'without the landlord's written consent, such consent not to be unreasonably withheld'?

It is not recommended. If a clause does not contain this wording, then the clause could become unfair and unenforceable under The Unfair Contract Terms Act 1977, The Unfair Terms and Consumer Contracts Regulations 1999, Part 2 of the Consumer Rights Act 2015, The Consumer Protection from Unfair Trading Regulations 2008 and the subsequent specific guidance for letting agents issued June 2014.

Q. Where it states that 'the tenant will indemnify the landlord', is this allowed under the Tenant Fees Act?

It is, in certain circumstances. Under the Tenant Fees Act 2019, landlords are entitled to be indemnified in situations where losses have been incurred because of the tenant's default. This could include a charge for late payment of rent or a replacement key; or reasonable contractual damages which should aim to put the landlord back in the position they would have been in had the tenant carried out their obligations correctly.

Q. Why is there no option for a break clause in the agreement?

You are perfectly entitled to add a break clause to the agreement should you choose to do so. However, doing so would prevent being able to charge fees associated with changing a sharer or surrender of the tenancy.

Q. Can we enter the landlord's name with our office address?

Yes. We would recommend that you put 'c/o' before the office address.

Q. If it is a joint Tenancy and they both paid the deposit between them, do we insert both tenants' names and addresses or will just one suffice?

We recommend operating a lead tenant model where one person operates on behalf of all other tenants. This is because the process of dealing with and/or returning the deposit is much simpler where only one tenant is involved.

Q. Where is the Surrender of Tenancy clause?

The surrender of tenancy clause is contained within clause 8.1 'Assignment or subletting'. It makes it clear not to assign, sublet, part with or share the possession of the premises and requires that any termination of the agreement must be made in writing.

Q. Can I insist on a de-flea treatment or some form of pest control at the end of the tenancy?

No, third party fees are considered as prohibited payments under the Tenant Fees Act 2019.

Q. Can I amend the clause so that the tenant has to give two months' notice?

We would not recommend it, as legislation requires a tenant to give only one month's notice.

Q. Should I list children as Permitted Occupiers?

We would recommend listing children as permitted occupiers.

Q. Does the signature of the agreement need to be witnessed?

There is no requirement for the signing of the agreement to be witnessed. However, this would be required upon the signing of a Deed of Guarantee.

HAVE A QUESTION?

If you have a question about the Propertymark AST Agreement that has not already been answered in this guide, please contact the lettings helpline: propertymark.co.uk/members.html