

Changing the Assured Shorthold agreement where the landlord, not the agent manages the property

These changes may be made because the property is let and managed by a landlord or they may be made if the property is let by an agent and then managed by a landlord. The key point is that the terms of business between any agent and landlord may vary and so these are “considerations” rather than fixed changes. For different clients, agents may do different jobs and need to make different changes. Therefore, use this list more to consider the implications and stir up thoughts.

We have deliberately left in the label defining an agent as others may still work on behalf of the landlord

When applying these changes, they should be applied before applying changes for the schemes or changing it to a contractual tenancy.

Clause	Action	Notes
1.2	This does not have to be removed. You strip out your agency details and the word ‘or’ and just leave “shall mean such agents as the landlord may from time to time appoint” NOTE FOR MANAGED TENANCY, 4.3.1 includes a reference to the email address in this paragraph for reporting repairs. This may need to be edited if an email address is not provided.	Copy and paste The “Landlord’s Agent” shall mean such agents as the Landlord may from time to time appoint.
1.7.2	Edit to reflect to whom the Rent should be paid. Edit to reflect who makes the decision about payment method.	Example copy and paste The Rent shall be paid clear of unreasonable or unlawful deductions or set off to the Landlord ~ by banker’s standing order or such other method as the Landlord shall require.
1.8.2	Edit to reflect the facts.	Will it be paid to the Landlord or the Landlord’s Agent?
1.8.8	Change to reimburse the Landlord if the Landlord holds the Deposit.	Example copy and paste In the event that the total amount lawfully due at the end of the tenancy exceeds the amount of the Deposit the Tenant shall reimburse the Landlord the further amount, within 14 days of the request being made.
2.2	This might be the Landlord’s address but it could still be the Agent’s address and this might help maintain contact with the Landlord to ensure you get the	

	reletting business.	
2.3.2.1	Change to “left at the address of the Landlord during the Term or the last known address of the Landlord or”	Example copy and paste left at the Landlord’s address during the Term or the last known address of the Landlord at any time or
2.4.1	Edit references to Landlord’s Agent.	Example copy and paste The Tenant agrees to forward any correspondence addressed to the Landlord and other notices, orders and directions affecting the Landlord to the Landlord without delay. If a relevant Local Authority gives notice or makes an order in respect of the Property which the Tenant receives at the Property, the Tenant shall provide full particulars to the Landlord promptly and as soon as reasonably practicable. Where appropriate, the Tenant should take all reasonable steps to comply with it, having first consulted with the Landlord as is appropriate to the situation.
2.6.1	Change notification for Landlord’s Agent to Landlord	Example copy and paste The Tenant agrees to notify the Landlord of any convictions during the Term of this tenancy so that the Landlord can appropriately notify the insurance company.
4.2.3	Remove the reference to the agent so you ask for the notification to be to the landlord.	Notify the Landlord promptly of any wet rot, dry rot or infestation by wood boring insects.
4.2.5	Would recommend leaving as ‘Landlord or the Landlord’s Agent’ with the definition earlier of the Agent this could be a surveyor or others.	
4.3.1	Remove the reference to the agent so you ask for the notification to be to the landlord. Additionally change where an email address can be found for the landlord. Remove the reference to the email address if no email is provided.	Example copy and paste Promptly notify the Landlord in writing by letter to the address in para 2.2, or by email to the address in para 1.1.1 when the Tenant becomes aware of:
4.3.11	Would recommend leaving as with the definition earlier of the Agent this could be a surveyor or others.	
4.3.12	This could be left as it may be appropriate for the Agent defined above to access the	

	property. Change based on the facts.	
4.3.18	Change final sentence to Landlord if not managed by the Agent. Where there is excessive growth, this should be reported immediately to the Landlord.
4.3.20	Change Landlord's Agent to Landlord	Example copy and paste Report to the Landlord any brown or sooty build up around gas appliances or any suspected faults with the appliances.
4.3.35	Change Landlord's Agent to Landlord	Example copy and paste Comply with the control measures contained within the Legionella Risk Assessment given at the commencement of the tenancy and notify the Landlord's Agent promptly if such control measures cannot be adhered to.
4.4.6	Change Landlord's Agent to Landlord.	Example Copy and paste Promptly notify the Landlord if the Property becomes the subject of proceedings under the Matrimonial Causes Act 1973 or the Family Law Act 1996 and supply particulars of such proceedings to the Landlord on demand.
4.4.8	Change Landlord's Agent to Landlord.	Example copy and paste Not leave the Property vacant for more than 28 days without providing the Landlord with reasonable notice in advance.
4.4.15	Change Landlord's Agent to Landlord.	Example copy and paste Reside in the Property as his only or principal residence. Any change in residence status must be notified to the Landlord and a new tenancy agreement drawn up if necessary.
4.6.9	Would recommend leaving as with the definition earlier of the Agent this could be a surveyor or others.	
5.8	Would recommend leaving as with the definition earlier of the Agent this could be an inventory clerk or others.	
7.1	Remove "and the Landlord's Agent" if you want to. Could choose to leave as the discussion may be pre-tenancy with the Landlord's Agent.	Example copy and paste The Tenant agrees that the appropriate authority may discuss with the Landlord the details of any Housing Benefit, Council Tax or Universal Credit

		claims made at any time in relation to the renting of the Property.
7.2	On the 2 nd occasion Landlord's Agent is used change to Landlord.	Example copy and paste If the Landlord or Landlord's Agent so requires and the rules allow it, the Tenant consents to any benefit being paid directly to the Landlord.
7.3	Change to Landlord if required	Example copy and paste The Tenant agrees to refund to the Landlord any Benefit overpayment recovery which is sought from the Landlord in respect of this tenancy, either before or after the Tenant has vacated the Property, where this creates a shortfall in the money owed to the Landlord.
8.1	Could be left or Agent could be removed.	Example copy and paste In consideration for the Landlord granting the Tenant a tenancy of the Property, the Guarantor agrees to pay the Landlord for any reasonable losses suffered as a result of the Tenant failing to fulfil any of his obligations under this agreement or failing to pay Rents or other monies lawfully due.