

AGREEMENT dated the << >>

Landlord: <<Landlord's name>> ss>>

Tenant(s): <<Tenant's name>> > [and
<<Tenant's name>> > and
<<Tenant's name>> >]

Property: The house [and garden]
<<Address>>
<<Address>>
<<Address>>

together with the fixtures and fittings specified in the inventory signed
by the parties ("**Inventory**")

Term: A fixed term of << >> day of << >> 20 << >>. If, at
the end of the fixed term, the Tenant has not received at least one calendar
month's notice in writing from the Landlord to terminate this Agreement, the
tenancy will continue as a contractual periodic tenancy. The period of the
periodic tenancy will be the same as the period of the fixed term. The
periodic tenancy will terminate if the Landlord or the Tenant brings the
tenancy to an end in accordance with the provisions of this Agreement.

Rent: [£<< >> per calendar month ("Due Date") in advance on the << >> day of every month]

OR

[£<< >> per academic year in advance on <<date>>, <<date>> and
<<date>> (each a "Term Date")]

1. LETTING

- 1.1 The Landlord lets and occupies the Property for the Term at the Rent.
- 1.2 It is a condition of the letting that the Tenant and any other occupants of the Property maintain the Property in good repair in accordance with the Housing Act 2014 at all times during the Term.
- 1.3 No other person not named in the Tenant's name is allowed to live in the Property.

2. INTERPRETATION

- 2.1 Any obligation on the Tenant includes an obligation on the Tenant to ensure that the Tenant does not do an act or thing which would cause another person to do such act or thing.
- 2.2 Whenever there is more than one person comprising the Landlord or the Tenant their obligations under this Agreement shall be against all of them jointly and severally.

- 2.3 The Landlord and Tenant (Covenants) Act 1995 provides that this Agreement should be enforceable by any party (the "Rights of Third Parties") Act 1999.
- 2.4 An obligation in this Agreement to pay Value Added Tax includes an obligation to pay any such tax.
- 2.5 A reference to a statute in force for the time being is a reference to it as it is in force, as amended, extended or re-enacted).

3. THE DEPOSIT

- 3.1 The Tenant must pay the Deposit (>> ("**Deposit**") to the Landlord or the Landlord's agent in accordance with the Agreement.
- 3.2 The Deposit is a "tenancy deposit" as defined in section 213(8) of the Housing Act 2004. The Landlord must hold the Deposit in accordance with an authorised scheme operating under that Act.
- 3.3 The Deposit is paid in full in advance of the performance of the Tenant's obligations under this Agreement. The Deposit is to be used to compensate the Landlord for the reasonable costs of the Tenant of those obligations.
- 3.4 [The Deposit is to be held by the Landlord in accordance with an approved Tenancy Deposit Protection Scheme.] [The Deposit is to be held by the Landlord in accordance with an approved Tenancy Deposit Protection Scheme.]
- 3.5 The Landlord has provided the Tenant with, within 30 days of the Deposit being received, the information required by section 213(5) of the Housing Act 2004 as set out in the Prescribed Information Order 2007 (SI 2007/1000).
- 3.6 The Landlord and Tenant shall be paid to the Tenant the interest (if any) accrued on the Deposit during the term of the tenancy.
- 3.7 The Landlord shall repay the Deposit within 10 working days of the tenancy ending if the Landlord is not entitled to retain all or part of the Deposit.
- 3.8 The Landlord shall repay the Deposit within 20 working days of the tenancy ending either that the Deposit is to be repaid in the sum paid by the Tenant or that the Landlord and Tenant or that the Landlord and Tenant are in dispute.

4. THE TENANT'S COVENANTS

The Tenant agrees with the Landlord that:

- 4.1 **Rent, Council Tax**

4.1.1 advance on the Due Date without deduction or set off in the manner specified to the Tenant in writing by the

4.1.2 to pay the rates for the Property to the relevant local authority.

4.1.3 The Tenant shall pay to the relevant authorities all charges in relation to the supply of water (including sewerage) services to the Property and to pay all charges for the use of any telephone at the Property during the tenancy. Where charges are demanded by the service provider will be payable by the Tenant for the duration of the tenancy. The sums payable shall include standing charges or other similar charges and shall include Tax as well as any charges which may be payable by the Tenant.

4.1.4 The Tenant shall be responsible for the service providers or metering equipment and shall be responsible for the cost of the same in the absence of the Landlord.

4.1.5 The Tenant shall be responsible for the telephone number(s) allocated to the Property at the start of the tenancy.

4.1.6 The Tenant shall be responsible for the licence fee in respect of any television set at the Property.

4.1.7 The Tenant shall be responsible for any television, receiver, video equipment, cable and shall be responsible for its return to the hirer at the end of the tenancy.

4.1.8 The Tenant shall be responsible for the reasonable costs of replacing a key or security for the Property upon receipt of written evidence of the loss of the same to the Landlord.

4.2 **Repairs and maintenance of the Property and contents**

4.2.1 The Tenant shall use the Property in a reasonable and careful manner and not allow the Property to be damaged (and shall keep the interior of the Property in good and clean condition (except for fair wear and tear)).

4.2.2 The Tenant shall be responsible for the repair of damage caused to the Property (including the fixtures and fittings) or to any other property owned by the Landlord.

The Tenant shall be responsible for the obligations set out in this Agreement;

The Tenant shall be responsible for the damage caused by or negligence of the Tenant or any person acting with the Tenant's permission.

- 4.2.3 Landlord's obligations in clause 7 to keep the items of the Property clean and in the same condition as at the start of the tenancy (except for fair wear and tear and insured risk).
- 4.2.4 Landlord's obligations in clause 7 to ensure that all taps, sinks, WCs, cisterns, domestic water heaters and showers, together with drains, gullies, downpipes and gutters in or on the Property are kept clean and open and not to be blocked. The pipes, wires, conduit fittings or appliances serving the Property.
- 4.2.5 The Property is to be heated to a reasonable level during the winter months to prevent damage to the Property or the water pipes, drains, radiators or heating apparatus by cold weather.
- 4.2.6 The Landlord must install carbon monoxide alarms at the Property every year and replace the batteries in each alarm when necessary and to report any problems with the alarms to the Landlord as soon as possible.
- 4.2.7 The Landlord must replace bulbs, batteries and electrical fuses which become defective.
- 4.2.8 The Landlord must give written notice of any damage, destruction, loss or deterioration of the Property or the contents howsoever caused as soon as practicable after the notification of the Tenant.
- 4.2.9 The Landlord must ensure that all linen (if any) is freshly laundered and have cleaned to a professional standard all carpets, duvets, carpets, upholstery, curtains and other furnishings listed in the Inventory and to have the carpets cleaned to a professional standard at least once in every twelve months throughout the tenancy.
- 4.2.10 The Landlord must engage a landlord or proper sanitary authority if disinfection is required in consequence of the occurrence of any infectious disease, serious illness or infestation of rats, mice, fleas, or other vermin on the Property.
- 4.2.11 The Landlord must ensure that at least every 3 months and at the end of the tenancy the Landlord must replace any damaged or broken glass as soon as practicable after the occurrence of damage caused by an insured risk).
- 4.2.12 The Landlord must provide a proper receptacle and to ensure that rubbish is collected by the Landlord or on behalf of the local authority.
- 4.2.13 The Landlord must ensure that the garden is kept in good order and keep it free from weeds and litter and not to alter the layout of the garden or to the composition of the lawn or turf.

4.2.1 The Tenant shall not permit the removal of any item of the Landlord to remove from the Property as listed in the Inventory otherwise than for necessary repairs. Written notice shall be given to the Landlord).

4.3 **Access**

4.3.1 The Landlord and/or his agent or anyone with Landlord's permission may enter the Property with any workmen and necessary appliances at reasonable times of the day to inspect its condition, to carry out any necessary repairs and to carry out any necessary repairs. The Landlord has given reasonable notice (with regard to the time of entry) beforehand and not to interfere with or obstruct the Tenant's use of the Property.

4.3.2 The Landlord has the right to allow the Landlord or anyone with the Landlord's permission to enter the Property at any time and without notice.

4.3.3 The Landlord has the right to allow the Landlord or anyone with the Landlord's permission to enter the Property at any time and without notice at reasonable times of the day and subject to 24 hours notice.

4.3.4 The Landlord and/or his agent access to inspect the Property at quarterly intervals throughout the tenancy and at any time during the tenancy.

4.4 **Use of Property**

4.4.1 The Property shall be used as a private home only and not to carry on any business at the Property.

4.4.2 The Tenant shall not use the Property which may be a nuisance to or cause annoyance to the Landlord or the tenants or other persons occupying property.

4.4.3 The Tenant shall not use the Property for any illegal or immoral purposes.

4.4.4 The Tenant shall not permit the Landlord to hold at the Property any more than 10 persons.

4.4.5 The Tenant shall not cause excessive or unnecessary noise to be audible outside the Property.

4.4.6 The Tenant shall not use the Property in a way which contravenes a restriction in the title which the Landlord holds in the Property (freehold (or superior leasehold) title which the Landlord holds to the Tenant's attention).

SAMPLE

- | | | |
|-------|---|---|
| 4.4.7 | S | mit any dangerous or inflammable substance to the Property apart from those needed for general household use. |
| 4.4.8 | A | display any notice or advertisement that is visible from outside the Property. |
| 4.4.9 | A | bring onto the Property any animal or bird or domestic pet without the Landlord's written consent. |
| 4.4.1 | A | leave the Property unoccupied for more than 28 consecutive days without notice to the Landlord. |
| 4.4.1 | A | use the Property. |
| 4.4.1 | M | comply with any planning conditions affecting the Property which have been brought to the Tenant's attention. |
| 4.4.1 | M | obtain the Landlord's written permission in respect of the Property. |
| 4.4.1 | M | sublet the Property or any part of the Property and not to share occupation of the Property or any part of the Property. |
| 4.4.1 | M | use the Property as a lodger. |
| 4.4.1 | P | provide the checks required to satisfy the "right to rent" under the Immigration Act 2014 in relation to any sub-tenant. The Tenant grants, whether authorised by the Landlord or not, the Landlord the right to carry out such checks. |
| 4.4.1 | P | take any action which may make void or voidable any policy of insurance of the Property or on the contents. |
| 4.4.1 | P | provide the keys and/or security device to access to the Property. |
| 4.4.1 | L | not make any duplicate keys to the Property nor to provide any keys or locks to the Property. |
| 4.4.2 | L | not interfere with the appearance, structure, exterior of the Property or the arrangement of the fixtures, furniture or fittings of the Property to the Landlord. |
| 4.4.2 | F | not affix anything to the walls or damage the floors, fixtures, furniture or fittings of the Property and not to alter or extend any electrical or gas installation on the Property. |

4.4.2 in or affix to the Property any satellite dish or
at the prior consent in writing of the Landlord.

4.5 **Notice**

4.5.1 a copy of any notice given under the Party Wall
days of receiving it and not to do anything as a
less required by the Landlord.

4.5.2 ipt of any notice, direction or order affecting or
e Property, to deliver such a copy of such notice

4.5.3 dlord, within 7 days of receipt, any post or other
Property, addressed to them.

4.5.4 y the Landlord to comply with such checks and
nts as are reasonably required by the Landlord,
ent” of all adult occupiers of the Property.

4.5.5 pier of the Property has a time-limited “right to
e Landlord such proof of their continued “right to
required by the Landlord from time to time.

4.5.6 I promptly if the immigration status of any adult
ty changes such that the “right to rent” is lost.

4.6 **End**

4.6.1 ncy to remove the Tenant’s belongings from the
e Property clean and tidy so that the Property is
-occupation.

4.6.2 andlord or the Landlord’s agent on the last day of
the Property.

4.6.3 gings shall not have been removed from the
the tenancy, the Landlord shall take reasonable
enant to notify them. If, within [14] days from the
e Tenant’s belongings have not been collected,
titled to remove and dispose of the goods.

4.7 **Land**

To pa and expenses incurred by the Landlord, to remedy
any b t by the Tenant and to enforce the terms of this
Agre t.

4.8 **[Duties of the Tenant under the Multiple Occupation (HMOs) Regulations]**

The Tenant shall

4.8.1 carry out the duties of the Tenant in a way that will not hinder or frustrate the performance of their duties imposed by the provisions of an HMO licence (if applicable);

4.8.2 carry out the duties of the Tenant and/or manager, for any purpose connected with any duty imposed on them by legislation or a licence (if one applies), at all reasonable times to

4.8.3 carry out the duties of the Tenant and/or manager, at their request, with any such equipment as they may reasonably require for the purpose of carrying

4.8.4 carry out the duties of the Tenant to avoid causing damage to anything which the Tenant is under a duty to supply, maintain or repair as required on them by legislation or a condition of an HMO licence (if one applies);

4.8.5 carry out the duties of the Tenant in accordance with the arrangements made by the Landlord or manager; [and]

4.8.6 carry out the duties of the Tenant in accordance with the reasonable instructions of the Landlord and/or manager, including any means of escape from fire, the prevention of fire, the prevention of equipment[.] [;and] [;]

4.8.7 carry out the duties of the Tenant in accordance with the provisions of the licence annexed to this Agreement;

4.8.8 carry out the duties of the Tenant in accordance with the conditions specified in the licence annexed limiting the number of occupants in each bedroom [as follows: <<Specify

5. LATE PAYMENT

If any Rent is not paid by the Tenant on or before the date when it shall have become due, the Tenant shall be in arrears for 14 days after the same has become due (whether or not actually demanded or not), interest at 3% above the rate then prevailing for bank loans payable by the Tenant.

6. FORFEITURE

If the Rent is not paid by the Tenant on or before the date when it shall have become due, or if there has been a substantial breach of any of the provisions of this Agreement, or if the Tenant is declared bankrupt, the Landlord may, at his option, terminate the tenancy (i.e., bring it to an end) and recover possession of the Property. The rights and remedies of the Landlord will remain in force.

(Note: This clause does not prevent the Landlord from recovering possession of the Property from the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict a Tenant without a court having first made an order for possession.)

The Landlord may, at his option, terminate the tenancy (i.e., bring it to an end) and recover possession of the Property from the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict a Tenant without a court having first made an order for possession. The Landlord may, at his option, terminate the tenancy (i.e., bring it to an end) and recover possession of the Property from the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict a Tenant without a court having first made an order for possession. The Landlord may, at his option, terminate the tenancy (i.e., bring it to an end) and recover possession of the Property from the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict a Tenant without a court having first made an order for possession.

Ground 2: that the mortgage or charge granted before the start of the tenancy and the lender

Ground 7: that the rights and obligations under the tenancy agreement have been passed on

Ground 7A: that the Tenant or occupiers in the Property commits anti-social behaviour.

Ground 7B : that the Tenant or occupiers in the Property have no 'right to rent' as a result of their immigration status.

Ground 8: that the Tenant or occupiers in the Property have received notice of the landlord's intention to commence proceedings for possession where there is (a) at least eight weeks' rent unpaid where rent is payable monthly, (c) at least two months' rent unpaid if rent is payable quarterly or (d) at least three months' rent unpaid if rent is payable yearly.

Ground 10: that the Tenant or occupiers in the Property have failed to pay rent both at the date of service of notice of the landlord's intention to commence proceedings and on the date on which proceedings are begun.

Ground 11: that the Tenant or occupiers in the Property have failed to pay rent when due.

Ground 12: that the Tenant or occupiers in the Property have failed to pay rent when due.

Ground 13: that the Tenant or occupiers in the Property have failed to pay rent when due.

Ground 14: that the Tenant or occupiers in the Property have failed to pay rent when due.

Ground 15: that the Tenant or occupiers in the Property have failed to pay rent when due.

Ground 17: that the Tenant or occupiers in the Property have failed to pay rent when due.

7. THE LANDLORD'S OBLIGATIONS

7.1 The Landlord's Obligations

7.1.1

7.1.2

7.1.3

7.1.4

7.1.5

7.1.6

mortgage or charge granted before the start of the tenancy and the lender of sale requiring vacant possession.

rights and obligations under the tenancy agreement have been passed on

ing at the Property commits anti-social behaviour.

or occupiers in the Property have no 'right to rent' as a result

notice of the landlord's intention to commence proceedings for possession where there is (a) at least eight weeks' rent unpaid where rent is payable monthly, (c) at least two months' rent unpaid if rent is payable quarterly or (d) at least three months' rent unpaid if rent is payable yearly.

ding both at the date of service of notice of the landlord's intention to commence proceedings and on the date on which proceedings are begun.

elayed paying rent.

has been broken or not performed.

ty or the common parts has deteriorated because of the behaviour of the Tenant or occupiers in the Property.

g at or visiting the property (a) has been guilty of conduct which is or is likely to be a nuisance or annoyance to neighbours or (b) has been convicted of using the property for immoral or illegal purposes or has committed an arrestable offence in, or in the vicinity of, the Property.

re has deteriorated because it has been ill-treated by the Tenant or occupiers in the Property.

grant the tenancy by a false statement made knowingly or recklessly by the Tenant or occupiers in the Property.

Tenant:

quietly possess and enjoy the Property during the tenancy without interruption from the Landlord or any person acting on behalf of the Landlord.

nt any Rent payable for any period during which the Property has been made uninhabitable provided the Property has not been made uninhabitable by the wilful destruction or negligence of the Tenant or occupiers in the Property.

he and exterior of the Property including drains, gutters and pipes.

n in working order the apparatus in the Property including gas, gas and electricity and all sanitary apparatus including gas and hot water systems.

andlord's obligations in The Smoke and Carbon Monoxide (England) Regulations 2015 relating to the provision and maintenance of smoke and carbon monoxide alarms.

required to repair damage to the Property where the cost of repairs under any insurance policy obtained by the Landlord provided that this exception will not apply if the Tenant or occupiers in the Property obtain the insurance proceeds because of the negligence of the Tenant or those of the Tenant's visitors.

8. [TERMINATION]

8.1 Either party may terminate this Agreement by giving more than << 2 >> months prior written notice at any time to the other party, provided that such notice must expire on the last day of the month and must not expire sooner than << 6>> months from the start of the term of this Agreement.

9. NOTICES

9.1 Under the Landlord and Tenant Act 1987 the Tenant is hereby notified that any notices in proceedings) must be served on the Landlord at the following address:

<< >>
<< >>
<< >>

9.2 [If the Tenant is not the Landlord, they must also send a copy to the following address:

<< >>
<< >>
<< >>

9.3 The Landlord may give notice on the Tenant at the Property.

10. JURISDICTION

This Agreement shall be governed by the law of England.

SIGNED by
<<Name of Landlord>>
Landlord

SIGNED by
<<Name of Tenant>>
Tenant

SIGNED by
<<Name of Tenant>>
Tenant

SIGNED by
<<Name of Tenant>>
Tenant

S

HMO LICENCE(S)]

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