

**AGREEMENT** dated the << >>

**Landlord:** <<Landlord's name>> <<Landlord's address>>

**Tenant:** <<Tenant's name>> is at  
<<Tenant's registered address>> (company number << >>)

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

**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 Agreement shall continue as a contractual periodic tenancy. The period of the contractual periodic tenancy will be the same as the period of the fixed term. The provisions of this Agreement shall apply to the contractual periodic tenancy. 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**") on the << >> day of every month.

## 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 accordance with the Housing Act 2004 at all times during the Term.

## 2. INTERPRETATION

- 2.1 Any obligation on the Tenant to do an act or thing includes an obligation to ensure that another person to do such act or thing.
- 2.2 Whenever there is more than one Landlord or Tenant their obligations under this Agreement shall be joint and several against all of them jointly and severally.
- 2.3 The Landlord and Tenant agree that this Agreement should be governed by the law of England and be enforceable by any court of competent jurisdiction (Contracts (Rights of Third Parties) Act 1999).
- 2.4 An obligation in this Agreement to pay a sum of money includes an obligation to pay the sum of money plus any applicable Value Added Tax in full.

## 3. [THE DEPOSIT]

- 3.1 The Tenant must pay the sum of << >> ("**Deposit**") to the Landlord or the Landlord's agent in full at the time of the signing of this Agreement.
- 3.2 The Deposit is paid in full in advance of the Tenant's obligations under this Agreement. The Landlord shall use the Deposit to compensate himself for any loss or damage to the Property or its contents.

- for the reasonable cost of the Tenant of those obligations.
- 3.3 The Landlord and Tenant shall be paid to the Tenant (if any) accrued on the Deposit
- 3.4 The Landlord shall within 10 working days of the tenancy ending if the Landlord or part of the Deposit.]

#### 4. THE TENANT'S COVENANTS

The Tenant agrees with the Landlord that:

##### 4.1 Rent, Council Tax

- 4.1.1 To pay the rent on the Due Date without deduction or set off and by the Tenant to the Tenant in writing by the Landlord.
- 4.1.2 To pay all Council Tax (if any) the Landlord becomes obliged to pay because the Tenant lives at the Property.
- 4.1.3 To pay to the Landlord (or the service provider) charges in relation to the supply of (electricity, gas, water, sewerage) services to the Property during the tenancy. Where necessary the charges for the use of any telephone and cable services during the tenancy. Where necessary the charges by the service provider will be apportioned to the Tenant for the duration of the tenancy. The sums covered by the Tenant shall include standing charges or other similar charges and any charges which may be made for additional services.
- 4.1.4 Not to change the service providers or metering equipment without the written consent of the Landlord.
- 4.1.5 Not to change the allocation of (s) allocated to the Property at the date of this Agreement.
- 4.1.6 To pay the telephone charges in respect of any television set at the Property.
- 4.1.7 If the Tenant has any equipment, receiver, video equipment, cable equipment, etc. which is to return to the hirer at the end of the tenancy.

##### 4.2 Repair and maintenance

- 4.2.1 To use the Property in a reasonable and careful manner and not allow it to deteriorate or to be in a state of disrepair or the Property in good and clean condition.
- 4.2.2 To make good any damage to the Property (including the Landlord's fixtures and fittings) caused by the Tenant or any other property owned by the Tenant or any other person living at the Property set out in this Agreement;
- a) any damage caused by the Tenant or any other person living at the Property in the absence of the Tenant or any person living at the Property without the Tenant's permission.
- b) any damage caused by the Tenant or any other person living at the Property in the absence of the Tenant or any person living at the Property without the Tenant's permission.
- 4.2.3 Subject to the Tenant's obligations in clause 7 to ensure that all taps, sinks, domestic water heaters and drains, gullies, downpipes and gutters in or

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connected with the Property, and to keep the same in good repair and to prevent damage or injury to the Property or to the health or safety of the occupants within or outside the Property.

4.2.4 To keep the Property in good repair and to prevent damage or injury to the Property or to the health or safety of the occupants within or outside the Property.

4.2.5 To test all smoke alarms at the Property every month, to check each alarm when necessary and to replace any faulty alarms as soon as possible.

4.2.6 To replace any defective electrical fuses which become defective.

4.2.7 To give the Landlord notice of any damage, destruction, loss or injury caused as soon as it comes to the attention of the Tenant.

4.2.8 If the Landlord gives written notice of any failure to carry out any repairs or maintenance under this Agreement, the Tenant shall, within a reasonable period of time, engage a competent person to enter the Property and carry out the repairs or maintenance, the cost of which will be paid by the Tenant.

4.2.9 To have all the Property cleaned at least once in every twelve months throughout the tenancy.

4.2.10 To give notice to the local authority or to the relevant sanitary authority if disinfection or fumigation is required in the event of the occurrence of any infestation of rats, mice, fleas, insects and (if the problem has been caused by the Tenant or the occupants or visitors) to bear the cost of any redecoration or replacement of any articles destroyed on account of such infection, infestation or infestation.

4.2.11 To clean the Property every 3 months and at the end of the tenancy and to replace or broken glass as soon as possible when the damage has been caused by the Tenant or the occupants or visitors.

4.2.12 To place all rubbish in the local authority's refuse bin and to ensure that rubbish is regularly collected.

4.2.13 To maintain the garden free from weeds and litter and not to make any alterations to the composition of the garden or to the composition of the garden.

#### 4.3 **Access for Landlord**

4.3.1 To allow the Landlord or anyone with Landlord's written authority to enter the Property at any time of the day to inspect its condition and to carry out any necessary repairs or maintenance, provided that the Landlord or anyone with Landlord's written authority gives reasonable notice (with regard to

cept clean and open and not to damage or injury to the Property or to the health or safety of the occupants within or outside the Property.

reasonable level during the winter months to prevent damage or injury to the Property or the water pipes, drains, tanks and other fittings or appliances by cold weather.

smoke alarms at the Property every month, to check each alarm when necessary and to replace any faulty alarms to the Landlord as soon as possible.

and electrical fuses which become defective.

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4.4.15 Not to do any work of insurance or maintenance provided to the Tenant to be payable at the end of the time paid by the Landlord or necessary by the Landlord.

4.4.16 Not to make any alterations to the Property or replace or alter any fixtures or fittings without the previous written consent of the Landlord. The Tenant undertakes to replace any fixtures or fittings at the Tenant's expense.

4.4.17 Not to alter the appearance, structure, exterior or interior of the Property or the arrangement of the fixtures belonging to the Landlord.

4.4.18 Not to alter the walls or damage the floors, wiring, pipes or electrical wiring or any other part of the Property and not to alter or extend any installation on the Property.

4.4.19 Not to erect on the Property any satellite dish or other equipment without the written consent of the Landlord.

#### 4.5 **Notices and legal notices**

4.5.1 Within 7 days of the date of the notice being likely to be served on the Landlord and the Tenant to order unless the Landlord or the Tenant is satisfied with the order.

4.5.2 To forward to the Landlord or the Tenant any items delivered to the Landlord or the Tenant by the Landlord or the Tenant.

4.5.3 Promptly on receipt of any notice or order to provide such notice or order to the Landlord or the Tenant certifying the receipt of the notice or order.

4.5.4 Where any notice or order is served on the Landlord or the Tenant to provide such notice or order to the Landlord or the Tenant as is required by the Landlord or the Tenant.

4.5.5 To notify the Landlord or the Tenant of the immigration status of any adult occupier of the Property who is a member of the Tenant's household and that the "right to rent" is lost.

#### 4.6 **End of the tenancy**

4.6.1 At the end of the tenancy the Tenant shall remove the Tenant's belongings from the Property and leave the Property in a clean and tidy state so that the Property is ready for immediate re-letting.

4.6.2 To hand over the keys to the Property to the Landlord's agent on the last day of the tenancy and if the Tenant fails to comply with this requirement the Landlord shall have the right to change all the locks at the Tenant's expense.

4.6.3 If the Tenant fails to remove the Tenant's belongings from the Property at the end of the tenancy the Landlord shall have the right to remove the Tenant's belongings from the Property at the Tenant's expense.

a) if the Landlord is satisfied with the condition of the Property at the end of the tenancy the Landlord shall have the right to re-letting the Property at the rate equal to the rate at which the Property was let to the Tenant.

the Tenant shall make void or voidable any policy of insurance or maintenance of which policy have been provided to the Tenant and which may cause an increased premium to be payable at the end of the time paid on demand all sums from time to time paid by the Landlord or the Tenant and all expenses incurred by the Landlord or the Tenant by renewal of such policy made by the Landlord or the Tenant.

The Tenant shall not duplicate keys to the Property nor to the Property without the previous written consent of the Landlord (except in emergency) and the Tenant shall replace any duplicate keys to the new locks shall at the expense of the Landlord or the Landlord's agent.

The Tenant shall not alter the appearance, structure, exterior or interior of the Property or the arrangement of the fixtures belonging to the Landlord.

The Tenant shall not damage the walls or damage the floors, wiring, pipes or electrical wiring or any other part of the Property and not to alter or extend any installation on the Property.

The Tenant shall not erect on the Property any satellite dish or other equipment without the written consent of the Landlord.

The Landlord or the Tenant may give a notice in writing in the following form: "Notice direction or order affecting or relating to the Property" and deliver a copy of such notice to the Landlord or the Tenant as a result of the notice direction or order the Landlord or the Tenant shall do so by the Landlord.

The Landlord or the Tenant shall forward to the Landlord or the Tenant any items delivered to the Landlord or the Tenant by the Landlord or the Tenant within 7 days of receipt any post or other means of delivery.

The Landlord or the Tenant shall promptly on receipt of any notice or order to provide such notice or order to the Landlord or the Tenant certifying the receipt of the notice or order.

The Landlord or the Tenant shall where any notice or order is served on the Landlord or the Tenant to provide such notice or order to the Landlord or the Tenant as is required by the Landlord or the Tenant.

The Landlord or the Tenant shall notify the Landlord or the Tenant of the immigration status of any adult occupier of the Property who is a member of the Tenant's household and that the "right to rent" is lost.

The Landlord or the Tenant shall at the end of the tenancy remove the Tenant's belongings from the Property and leave the Property in a clean and tidy state so that the Property is ready for immediate re-letting.

The Landlord or the Tenant shall hand over the keys to the Property to the Landlord's agent on the last day of the tenancy and if the Tenant fails to comply with this requirement the Landlord shall have the right to change all the locks at the Tenant's expense.

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rent to the Landlord until the Tenant shall have removed the goods from the Property.

- b) if the Landlord agrees to incur the cost of removing the goods in a reasonable time the Landlord shall be liable to pay the Tenant for all reasonable expenses incurred by the Tenant for storage or disposal of the goods.

#### 4.7 Landlord's costs

- 4.7.1 To indemnify the Landlord for all reasonable costs and expenses incurred by the Tenant.
- 4.7.2 To indemnify the Landlord for all reasonable costs incurred by the Landlord in preparing and serving: a) any notice of the Law of Property Act 1925 without a court order; b) a summons recording the Tenant's default as a breach of the tenancy.

### 5. LATE PAYMENT OF RENT

If any Rent shall without prepayment have become due (whether or not) interest at 2% above the base rate of Barclays Bank plc shall be payable by the Tenant.

### 6. FORFEITURE

If the Rent is at least 21 days in arrears and there has been a substantial breach of the Tenant's obligations in this Agreement (whether or not) or if there has been a substantial breach of the Tenant's obligations in this Agreement (whether or not) the Landlord may forfeit the tenancy and recover possession of the Property. The other rights of the Landlord will remain in force.

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

### 7. THE LANDLORD'S OBLIGATIONS

The Landlord agrees with the Tenant that:

- 7.1 That the Tenant shall enjoy the Property during the tenancy without any interference by the Landlord or any person claiming under or in trust for the Landlord.
- 7.2 To return to the Tenant the Property has been made uninhabitable for any period during which the Tenant has been in possession provided that the Property has not been made uninhabitable by the negligence of the Tenant.
- 7.3 To repair the structure and external pipes of the Property including drains, gutters and downpipes.
- 7.4 To repair and maintain the sanitary apparatus in the Property for the supply of water, gas, electricity, heating and hot water.

7.5 To comply with the requirements in The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 relating to the provision and testing of smoke and carbon monoxide alarms.

7.6 That the Tenant is to be responsible for any damage to the Property where the damage is caused by or for any insurance policy maintained by the Landlord or the Tenant will not apply if the Landlord can prove that the damage is the result of the use of the Tenant's acts or default or those of the Tenant's employees or visitors.

## 8. [TERMINATION]

8.1 The Landlord may at any time to end this Agreement by giving written notice at such notice must expire on the last day of a rental period or expire sooner than << 6>> months from the start of the rental period.

8.2 The Tenant may give written notice at any time to end this Agreement by giving written notice at such notice must expire on the last day of a rental period or expire sooner than << 6>> months from the start of the rental period.

## 9. NOTICES

9.1 Under section 48 of the Landlord and Tenant Act 1987 the Tenant is hereby notified that notices (including proceedings) must be served on the Landlord by the Tenant in the following manner:

<< >>  
<< >>  
<< >>.

9.2 [If the Tenant serves a notice on the Landlord's agent at the Property, the Tenant must also send a copy to the Landlord at the following address:]

<< >>  
<< >>  
<< >>.]

9.3 The Landlord must not evict the Tenant at the Property.

## 10. JURISDICTION

This Agreement shall be governed by the law of England and Wales.

SIGNED by

<<Name of Landlord >>  
Landlord

SIGNED by

<<Name of Tenant(s)>>  
Tenant(s)

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