

**AGREEMENT** dated the << >>

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

**Tenant:** <<Tenant's name>> <<Address>>

**Property:** The flat at:  
<<Address>>  
<<Address>>  
<<Address>>

together with the effects specified in the inventory signed by the parties

**Block:** The building and ground <<Name of block of flats>>

**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 Tenant may continue as a contractual periodic tenancy. The period of the periodic tenancy will be the same as those for which rent is payable under this Agreement. The periodic tenancy will continue until 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") << >> day of every month

## 1. OUT-OF-SEASON HOLIDAY LETTING

- 1.1 The Landlord lets a Property for the Term at the Rent.
- 1.2 The Tenant may use the Property for the Term at the Rent. The Property includes the corridors, staircase, landings and lift (if any) leading to the Property and from it. ("**Common Areas**")
- 1.3 The Landlord hereby lets the Property for the Term at the Rent. The Tenant acknowledges that this is an out-of-season holiday letting of a property within the period of twelve months ending with the beginning of the contract. The Landlord agrees to recover possession of the Property under ground 1 of the Housing Act 1988.
- 1.4 It is a condition of the letting that the occupants of the Property maintain the Property in accordance with the Housing Act 2014 at all times during the Term.

## 2. INTERPRETATION

- 2.1 Any obligation on the Landlord or the Tenant includes an obligation on the other to do an act or thing or to cause 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 against all of them jointly and severally.
- 2.3 The Landlord and the Tenant agree that this Agreement should be interpreted in accordance with the law of England and Wales.

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enforceable by any  
Parties) Act 1999.

of the Contracts (Rights of Third

2.4 An obligation in this  
Value Added Tax in

they includes an obligation to pay

2.5 A reference to a st  
force for the time be

ion is a reference to it as it is in  
ed, extended or re-enacted).

### 3. THE DEPOSIT

3.1 The Tenant must p  
the Landlord's agen

>> ("**Deposit**") to the Landlord or  
greement.

3.2 The Deposit is a "te  
Act 2004. The Lan  
authorised scheme

d in section 213(8) of the Housing  
e Deposit in accordance with an  
that Act.

3.3 The Deposit is paid  
in this Agreement. T  
for the reasonable c

rmance of the Tenant's obligations  
e Deposit to compensate themself  
e Tenant of those obligations.

3.4 [The Deposit is to  
Tenancy Deposit P  
the Deposit Protecti

in accordance with an approved  
me.] [The Deposit is to be held by

3.5 The Landlord has p  
received the inform  
2004 as set out in  
Order 2007 (SI 200

within 30 days of the Deposit being  
ection 213(5) of the Housing Act  
Deposits) (Prescribed Information)

3.6 The Landlord and T  
shall be paid to the

st (if any) accrued on the Deposit

3.7 The Landlord shall  
ending if the Landlo

10 working days of the tenancy  
or part of the Deposit.

3.8 The Landlord shall  
within 20 working d  
be repaid in the su  
parties are in disput

r of the tenancy deposit scheme  
nancy either that the Deposit is to  
Landlord and Tenant or that the  
repaid.

### 4. THE TENANT'S COVENA

The Tenant agrees with the

#### 4.1 Rent, Council Tax

4.1.1 To pay the  
off and by  
Landlord.

Due Date without deduction or set  
to the Tenant in writing by the

4.1.2 To pay the C

erty to the relevant local authority.

4.1.3 To pay to the  
electricity, g  
during the te  
and cable  
necessary t  
apportioned  
covered by

charges in relation to the supply of  
(sewerage) services to the Property  
arges for the use of any telephone  
erty during the tenancy. Where  
by the service provider will be  
tion of the tenancy. The sums  
standing charges or other similar

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charges and  
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as any charges which may be

4.1.4 Not to char  
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providers or metering equipment  
dlord.

4.1.5 Not to chang  
date of this A

(s) allocated to the Property at the

4.1.6 To pay the t  
Property.

respect of any television set at the

4.1.7 If the Tenan  
equipment o  
the tenancy.

, receiver, video equipment, cable  
ts return to the hirer at the end of

4.1.8 To pay the l  
device to ac  
costs incurre

costs of replacing a key or security  
receipt of written evidence of the

#### 4.2 **Repair and mainte**

#### **and contents**

4.2.1 To use the P  
it to deterior  
clean condit

and careful manner and not allow  
erior of the Property in good and  
(and tear).

4.2.2 To make g  
Landlord's fi  
Landlord thro

d to the Property (including the  
any other property owned by the

a) any b

set out in this Agreement;

b) any i  
at the

gence of the Tenant or any person  
t's permission.

4.2.3 Subject to t  
specified in  
commencem

s in clause 7 to keep the items  
in the same condition as at the  
(pt for fair wear and tear).

4.2.4 Subject to th  
baths, wash  
internal pipe  
connected v  
damage or  
within or exc

in clause 7 to ensure that all taps,  
s, domestic water heaters and  
ullies, downpipes and gutters in or  
ept clean and open and not to  
es, conduit fittings or appliances  
erty.

4.2.5 To keep the  
months to p  
tanks and ot

reasonable level during the winter  
roperty or the water pipes, drains,  
by cold weather.

4.2.6 To test all s  
month, to ch  
report any fa  
as possible.

xide alarms at the Property every  
ach alarm when necessary and to  
e alarms to the Landlord as soon

4.2.7 To keep all f  
times and to  
door closers

roperty and the Block closed at all  
blems with the fire doors or the  
as possible.

4.2.8 To replace a  
defective.

and electrical fuses which become

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4.2.9 The Tenant shall give written notice of any damage, destruction, loss or theft of the Property or the contents howsoever caused as soon as practicable after the occurrence of the same to the Landlord or the Tenant.

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4.2.1 The Tenant shall ensure that all linen (if any) is freshly laundered and cleaned to a professional standard all duvets, carpets, upholstery, curtains and other furnishings. The Tenant shall have the carpets cleaned to a professional standard at least once in every twelve months throughout the tenancy.

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4.2.1 The Tenant shall inform the Landlord or proper sanitary authority if disinfection is required in consequence of the occurrence of any contagious illness or infestation of rats, mice, fleas, or other vermin in the Property.

4.2.1 The Tenant shall replace at least every 3 months and at the end of the tenancy any damaged or broken glass as soon as practicable after the occurrence of the same by the Tenant, their family or visitors have caused the damage.

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4.2.1 The Tenant shall provide a proper receptacle and to ensure that rubbish is removed from the Property or on behalf of the local authority.

4.2.1 The Tenant shall maintain and keep it free from weeds and litter and not allow the same to interfere with the layout of the garden or to the composition of the soil or turf.

4.2.1 The Tenant shall permit the Landlord to remove from the Property any items listed in the Inventory otherwise than for necessary repairs (written notice shall be given to the Landlord).

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#### 4.3 Access

4.3.1 The Landlord or the owner of the Block or their respective agents shall have their written authority together with any workmen or tradesmen to enter the Property at reasonable times of the day to inspect the condition and state of repair and to carry out any repairs or alterations (provided that the Landlord has given reasonable notice of the work to be undertaken) beforehand and not to obstruct any such persons.

4.3.2 The Tenant shall allow the Landlord or the owner of the Block or their agents to enter the Property at any time and to carry out any such repairs or alterations.

4.3.3 The Tenant shall allow the Landlord and/or their agents to view the Property with prospective tenants or agents at reasonable times of the day and subject to reasonable notice (in writing).

4.3.4 The Landlord and/or their agent access to inspect the Property at quarterly intervals throughout the tenancy and to carry out any such repairs or alterations.

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#### 4.4 Use

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 on the Property which may be a nuisance to or annoyance to the Landlord or the tenants or other property.
- 4.4.3 for any illegal or immoral purposes.
- 4.4.4 the Property in a way which contravenes a restriction on the Landlord's freehold (or superior leasehold) title which the Landlord draws to the Tenant's attention.
- 4.4.5 store or deposit any dangerous or inflammable substance to the Property apart from those needed for general household use.
- 4.4.6 display any notice or advertisement that is visible from outside the Property.
- 4.4.7 bring onto the Property any animal or bird or domestic pet without the Landlord's written consent.
- 4.4.8 leave the Property unoccupied for more than 21 consecutive days without notice to the Landlord.
- 4.4.9 use the Property for any other purpose.
- 4.4.10 contravene any planning conditions affecting the Property which the Landlord draws to the Tenant's attention.
- 4.4.11 obtain any necessary permission in respect of the Property.
- 4.4.12 let the Property or any part of the Property and not share occupation of the Property or any part of the Property with any other person.
- 4.4.13 allow any other person to occupy the Property as a lodger.
- 4.4.14 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.
- 4.4.15 do anything which may make void or voidable any policy of insurance of the Block or the Property or the contents (details of which have been provided to the Tenant).
- 4.4.16 provide the keys and/or security device to access the Property.
- 4.4.17 make any duplicate keys to the Property nor to allow any other person to have access to the Property.
- 4.4.18 interfere with the appearance, structure, exterior of the Property or the arrangement of the fixtures, furniture or fittings of the Property to the Landlord.
- 4.4.19 affix anything to the walls or damage the floors, drains of the Property and not to alter or extend any electrical, plumbing or gas installation on the Property.
- 4.4.20 install or affix to the Property any satellite dish or antenna without the prior consent in writing of the Landlord.
- 4.4.21 hang any items, place any items or hang any washing in the Block.

4.4.2 Property any soft furnishings, fixtures and fittings that do not comply with fire safety laws and regulations.

4.4.2 The Tenant shall not tamper with any fire prevention and fire control equipment (including fire extinguishers and fire alarm equipment) provided at or in the Property by the Landlord or by the owner of the Block.

4.4.2 The Tenant shall not use the escape or prop open or otherwise tamper with any fire door or fire escape within or at the Property and the Block.

4.4.2 The Tenant shall not store on or at the Property and the Block any bicycles, motorcycles, mopeds or other items so as to block any of the Common Areas or designated store as may be determined by the Landlord from time to time).

4.4.2 The Tenant shall comply with any regulations which the owner of the Block, its agents or management company for the Block may from time to time make for the good management of the Block.

#### 4.5 **Notice**

4.5.1 The Tenant shall, on receipt of any notice, direction or order affecting or relating to the Property, to deliver such a copy of such notice to the Landlord and not to do anything as a result of the notice, except as is reasonably required to do so by the Landlord.

4.5.2 The Tenant shall, on receipt from the Landlord, within 7 days of receipt, any post or other communication to the Property, addressed to them.

4.5.3 The Tenant shall comply with such checks and inspections as are reasonably required by the Landlord, including the production of a "right to rent" of all adult occupiers of the Property.

4.5.4 The Tenant shall provide the Landlord with a copy of the Property has a time-limited "right to rent" and shall provide the Landlord such proof of their continued "right to rent" as may be required by the Landlord from time to time.

4.5.5 The Tenant shall notify the Landlord promptly if the immigration status of any adult occupier of the Property changes such that the "right to rent" is lost.

#### 4.6 **End of Tenancy**

4.6.1 The Landlord has the right to remove the Tenant's belongings from the Property and to leave the Property clean and tidy so that the Property is ready for re-occupation.

4.6.2 The Tenant shall vacate the Property on the last day of the tenancy and shall leave the Property to the Landlord or the Landlord's agent on the last day of the tenancy.

4.6.3 If the Tenant's belongings shall not have been removed from the Property by the end of the tenancy, the Landlord shall take reasonable steps to remove the belongings and shall notify the Tenant to notify them. If, within [14] days from the end of the tenancy, the Tenant's belongings have not been collected, the Landlord shall be entitled to remove and dispose of the goods.

#### 4.7 **Landlord's Remedies**

To pay the Landlord and expenses incurred by the Landlord, to remedy any breach of the terms of this Agreement by the Tenant and to enforce the terms of this Agreement.

**5. LATE PAYMENT**

If any Rent shall have been paid to the Bank of England

the Tenant shall be in arrears for 14 days after the same has been formally demanded or not), interest at 3% above the rate payable by the Tenant.

**6. FORFEITURE**

If the Rent is not paid when it is due, or if there has been a breach of the Tenant's obligations in this Agreement, or if the Tenant has abandoned the Property (an end) and the Landlord will

the Landlord may forfeit the tenancy (i.e. bring it to an end) and the Landlord may evict the Tenant from the Property. The other rights and remedies of the Landlord shall not be affected by this clause.

(Note: This clause is subject to the provisions of the Protection from Eviction Act 1977. The Landlord shall not make an order for possession of the Property or evict a Tenant without a court having first

considered the rights of the Tenant under the Protection from Eviction Act 1977. The Landlord shall not make an order for possession of the Property or evict a Tenant without a court having first

The Landlord may obtain an order for possession of the Property by giving the Tenant notice in writing of the breach (even after the Term of this Agreement has expired) and the Landlord may obtain an order for possession of the Property before the end of the Term if one of the following reasons is proved (being grounds set out in Schedule 2 to the Housing Act 1988):

The Landlord may obtain an order for possession of the Property by giving the Tenant notice in writing of the breach (even after the Term of this Agreement has expired) and the Landlord may obtain an order for possession of the Property before the end of the Term if one of the following reasons is proved (being grounds set out in Schedule 2 to the Housing Act 1988):

Ground 2: the Tenant has failed to pay the rent due under the tenancy and the Landlord has given the Tenant notice requiring payment of the rent due.

Ground 2: the Tenant has failed to pay the rent due under the tenancy and the Landlord has given the Tenant notice requiring payment of the rent due.

Ground 7: the Tenant has failed to comply with the obligations under the tenancy and the Landlord has given the Tenant notice requiring compliance.

Ground 7: the Tenant has failed to comply with the obligations under the tenancy and the Landlord has given the Tenant notice requiring compliance.

Ground 7A: the Tenant has failed to comply with the obligations under the tenancy and the Landlord has given the Tenant notice requiring compliance.

Ground 7A: the Tenant has failed to comply with the obligations under the tenancy and the Landlord has given the Tenant notice requiring compliance.

Ground 7B: the Tenant has failed to comply with the obligations under the tenancy and the Landlord has given the Tenant notice requiring compliance.

Ground 7B: the Tenant has failed to comply with the obligations under the tenancy and the Landlord has given the Tenant notice requiring compliance.

Ground 8: the Tenant has failed to pay the rent due under the tenancy and the Landlord has given the Tenant notice requiring payment of the rent due.

Ground 8: the Tenant has failed to pay the rent due under the tenancy and the Landlord has given the Tenant notice requiring payment of the rent due.

Ground 10: the Tenant has failed to comply with the obligations under the tenancy and the Landlord has given the Tenant notice requiring compliance.

Ground 10: the Tenant has failed to comply with the obligations under the tenancy and the Landlord has given the Tenant notice requiring compliance.

Ground 11: the Tenant has failed to pay the rent due under the tenancy and the Landlord has given the Tenant notice requiring payment of the rent due.

Ground 11: the Tenant has failed to pay the rent due under the tenancy and the Landlord has given the Tenant notice requiring payment of the rent due.

Ground 12: the Tenant has failed to comply with the obligations under the tenancy and the Landlord has given the Tenant notice requiring compliance.

Ground 12: the Tenant has failed to comply with the obligations under the tenancy and the Landlord has given the Tenant notice requiring compliance.

Ground 13: the Tenant has failed to comply with the obligations under the tenancy and the Landlord has given the Tenant notice requiring compliance.

Ground 13: the Tenant has failed to comply with the obligations under the tenancy and the Landlord has given the Tenant notice requiring compliance.

Ground 14: the Tenant has failed to comply with the obligations under the tenancy and the Landlord has given the Tenant notice requiring compliance.

Ground 14: the Tenant has failed to comply with the obligations under the tenancy and the Landlord has given the Tenant notice requiring compliance.

Ground 15: the Tenant has failed to comply with the obligations under the tenancy and the Landlord has given the Tenant notice requiring compliance.

Ground 15: the Tenant has failed to comply with the obligations under the tenancy and the Landlord has given the Tenant notice requiring compliance.

Ground 17: the Tenant has failed to comply with the obligations under the tenancy and the Landlord has given the Tenant notice requiring compliance.

Ground 17: the Tenant has failed to comply with the obligations under the tenancy and the Landlord has given the Tenant notice requiring compliance.

**7. THE LANDLORD'S OBLIGATIONS**

The Landlord shall

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7.1 That the Tenant shall have the right to possess and enjoy the Property during the tenancy without any interference from the Landlord or any person claiming under the Landlord.

7.2 To reimburse the Landlord for any Rent payable for any period during which the Property is rendered uninhabitable provided that the Property has not been rendered uninhabitable by the wilful destruction or negligence of the Tenant.

7.3 To repair and maintain the exterior of the Property including drains, gutters and external walls.

7.4 To repair and maintain in working order the apparatus in the Property for the supply of gas, electricity and all sanitary apparatus and the central heating system.

7.5 To comply with the Landlord's obligations in The Smoke and Carbon Monoxide Regulations 2015 relating to the provision and maintenance of carbon monoxide alarms.

7.6 That the Landlord shall be obliged to repair damage to the Property where the cost of repairs under any insurance policy maintained by the Landlord at this exception will not apply if the Landlord is not to proceed because of the Tenant's acts or default or those of any invitee or visitors.

## 8. [TERMINATION]

8.1 The Tenant shall give the Landlord not less than << 2 >> months prior written notice at any time provided that such notice must expire on the last day of the month and must not expire sooner than << 6>> months from the date of the notice.

8.2 The Landlord shall give the Tenant not less than << 2 >> months prior written notice at any time provided that such notice must expire on the last day of the month and must not expire sooner than << 6>> months from the date of the notice.

## 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:

<< 2 >>  
<< 2 >>  
<< 2 >>

9.2 [If the Tenant is to serve a notice on the Landlord, they must also send a copy to the following address:

<< 2 >>  
<< 2 >>  
<< 2 >>

9.3 The Landlord shall serve a 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(s)  
Tenant(s)