

AGREEMENT dated the << >>

Landlord: <<Landlord's name>> <<SS>>

Tenant: <<Tenant's name>> <>

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

together with the fixtures and fittings as 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 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 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.

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 tenancy 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 a party 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 an obligation on a party comprising the Landlord or the Tenant their obligation shall be enforceable against all of them jointly and severally.
- 2.3 The Landlord and Tenant agree that this Agreement should be enforceable by any party (the "Parties") Act 1999.
- 2.4 An obligation in this Agreement to pay Value Added Tax includes an obligation to pay the tax.
- 2.5 A reference to a statute is a reference to it as it is in force for the time being (including 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 approved under that Act.
- 3.3 The Deposit is paid in full at the start of the performance of the Tenant's obligations under this Agreement. The Landlord shall use the Deposit to compensate themselves for the reasonable costs incurred in the performance of the Tenant of those obligations.
- 3.4 [The Deposit is to be held in accordance with an approved Tenancy Deposit Protection Scheme.] [The Deposit is to be held by the Landlord in accordance with an approved scheme.] [The Deposit is to be held by the Landlord in accordance with an approved 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 2007/1004).
- 3.6 The Landlord and Tenant shall be paid to the Tenant the interest (if any) accrued on the Deposit during the tenancy.
- 3.7 The Landlord shall return the Deposit within 10 working days of the tenancy ending if the Landlord is not liable for any part of the Deposit.
- 3.8 The Landlord shall return the Deposit within 20 working days of the tenancy ending if the Landlord is not liable for any part of the Deposit. If the Landlord is not liable for any part of the tenancy deposit scheme, the Landlord shall inform the Tenant in writing either that the Deposit is to be repaid in the sum paid by the Tenant to the Landlord and Tenant or that the Deposit is to be repaid in the sum paid by the Tenant to the Landlord and Tenant or that the Deposit is to be repaid in the sum paid by the Tenant to the Landlord and Tenant.

4. THE TENANT'S COVENANTS

The Tenant agrees with the Landlord that:

- 4.1 **Rent, Council Tax and Rates**
- 4.1.1 To pay the Rent to the Landlord on the Due Date without deduction or set off and by the Landlord to the Tenant in writing by the Landlord.
- 4.1.2 To pay the Council Tax to the relevant local authority.
- 4.1.3 To pay to the Landlord the charges in relation to the supply of electricity, gas, water, sewerage) services to the Property during the tenancy. The Landlord shall be responsible for the use of any telephone charges for the use of any telephone during the tenancy. Where necessary for the service provider will be responsible for the use of any telephone during the tenancy. The sums payable by the service provider will be the responsibility of the Tenant. The sums payable by the service provider will be the responsibility of the Tenant. The sums payable by the service provider will be the responsibility of the Tenant.
- 4.1.4 Not to charge the Landlord for the use of any telephone during the tenancy. The sums payable by the service provider will be the responsibility of the Tenant. The sums payable by the service provider will be the responsibility of the Tenant. The sums payable by the service provider will be the responsibility of the Tenant.
- 4.1.5 Not to change the Landlord for the use of any telephone during the tenancy. The sums payable by the service provider will be the responsibility of the Tenant. The sums payable by the service provider will be the responsibility of the Tenant. The sums payable by the service provider will be the responsibility of the Tenant.

4.1.6 Licence fee in respect of any television set at the

4.1.7 of any television, receiver, video equipment, cable
to arrange for its return to the hirer at the end of

4.1.8 reasonable costs of replacing a key or security
Property upon receipt of written evidence of the
landlord.

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

4.2.1 in a reasonable and careful manner and not allow
to keep the interior of the Property in good and
it for fair wear and tear).

4.2.2 damage caused to the Property (including the
and fittings) or to any other property owned by the

the obligations set out in this Agreement;

use by or negligence of the Tenant or any person
with the Tenant's permission.

4.2.3 Landlord's obligations in clause 7 to keep the items
tory clean and in the same condition as at the
tenancy (except for fair wear and tear).

4.2.4 Landlord's obligations in clause 7 to ensure that all taps,
WCs, cisterns, domestic water heaters and
with drains, gullies, downpipes and gutters in or
Property are kept clean and open and not to
the pipes, wires, conduit fittings or appliances
serving the Property.

4.2.5 heated to a reasonable level during the winter
damage to the Property or the water pipes, drains,
ing apparatus by cold weather.

4.2.6 carbon monoxide alarms at the Property every
batteries in each alarm when necessary and to
problems with the alarms to the Landlord as soon

4.2.7 bs, batteries and electrical fuses which become

4.2.8 written notice of any damage, destruction, loss or
erty or the contents howsoever caused as soon
tion of the Tenant.

4.2.9 ancy to ensure that all linen (if any) is freshly
ave cleaned to a professional standard all
duvets, carpets, upholstery, curtains and other
Inventory and to have the carpets cleaned to a
at least once in every twelve months throughout

4.2.1 Landlord or proper sanitary authority if disinfection
red in consequence of the occurrence of any

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ous illness or infestation of rats, mice, fleas, or other vermin on the Property.

4.2.1 The Tenant shall inspect the Property at least every 3 months and at the end of the tenancy shall replace any damaged or broken glass as soon as practicable. If the Tenant, his family or visitors have caused the

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

4.2.1 The Tenant shall maintain 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 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).

4.3 Access

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4.3.1 The Landlord and/or his agent or anyone with Landlord's authority shall 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 shall give reasonable notice (with regard to the tenancy) beforehand and not to interfere with or obstruct the Tenant.

4.3.2 The Tenant shall permit the Landlord or anyone with the Landlord's authority to enter the Property at any time and without notice.

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4.3.3 The Landlord shall permit the Landlord and/or his agent to view the Property with prospective tenants or agents at reasonable times of the day and subject to reasonable notice.

4.3.4 The Landlord shall permit the Landlord and/or his agent access to inspect the Property at quarterly intervals throughout the tenancy and at the end of the tenancy.

4.4 Use

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4.4.1 The Property shall be used as a private home only and not to carry on any business at the Property provided that the Tenant shall not use the Property for any business at the Property [after obtaining the Landlord's consent].

4.4.2 The Tenant shall not use the Property for any business of a kind which might reasonably be expected to cause a nuisance or annoyance but does not include:

(a) a business which involves the supply of alcohol for consumption on the premises which form all or part of the Property; or

(b) a business of a kind mentioned in regulations made under the Landlord and Tenant Act 1954.

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4.4.3 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 the property.

- 4.4.4 for any illegal or immoral purposes.
- 4.4.5 in a way which contravenes a restriction of freehold (or superior leasehold) title which the Landlord has brought to the Tenant's attention.
- 4.4.6 deposit or store any dangerous or inflammable substance to the Property apart from those needed for general household use.
- 4.4.7 display any notice or advertisement that is visible from outside the Property.
- 4.4.8 keep on the Property any animal or bird or domestic pet without the Landlord's written consent.
- 4.4.9 leave the Property unoccupied for more than 21 consecutive days without notice to the Landlord.
- 4.4.10 use the Property for any other purpose than as a dwelling.
- 4.4.11 contravene any planning conditions affecting the Property which have been brought to the Tenant's attention.
- 4.4.12 apply for any planning permission in respect of the Property.
- 4.4.13 let the Property or any part of the Property and not to share occupation of the Property or any part of the Property with any other person.
- 4.4.14 use the Property as a lodger.
- 4.4.15 comply with the checks required to satisfy the "right to rent" requirements of the Immigration Act 2014 in relation to any sub-tenant the Tenant grants, whether authorised by the Landlord or not.
- 4.4.16 use the Property in a way which may make void or voidable any policy of insurance of the Property or on the contents (details of which policy has been provided to the Tenant).
- 4.4.17 use the keys and/or security device to access the Property.
- 4.4.18 make any duplicate keys to the Property nor to allow any other person to have access to the Property.
- 4.4.19 interfere with the appearance structure, exterior of the Property or the arrangement of the fixtures, furniture or fittings of the Property to the Landlord.
- 4.4.20 affix anything to the walls or damage the floors, fixtures or fittings of the Property and not to alter or extend any electrical or gas installation on the Property.
- 4.4.21 install or affix to the Property any satellite dish or antenna without the prior consent in writing of the Landlord.

4.5 **Notice**

- 4.5.1 The Tenant shall be responsible for the receipt of any notice, direction or order affecting or relating to the Property, to deliver such a copy of such notice to the Landlord.

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

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

4.5.4 If any adult occupier of the Property has a time-limited "right to rent", the Tenant shall provide the Landlord such proof of their continued "right to rent" as is reasonably 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 changes such that the "right to rent" is lost.

4.6 End of Tenancy

4.6.1 The Tenant shall ensure that the Property is left in a clean and tidy state at the end of the tenancy, 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 not remain in occupation of the Property.

4.6.3 If the Tenant's belongings have not been removed from the Property by the end of the tenancy, the Landlord shall take reasonable steps to remove 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 any sums due and expenses incurred by the Landlord, to remedy any breach of the Agreement by the Tenant and to enforce the terms of this Agreement.

5. **LATE PAYMENT**

If any Rent is not paid by the Tenant on or before the day on which it shall have become due, the Tenant shall be in arrears for 14 days after the same has become due (whether formally demanded or not), interest at 3% above the base rate of the Bank of England, payable by the Tenant.

6. **FORFEITURE**

If the Rent is not paid by the Tenant on or before the day on which it shall have become due, or if there has been a breach of any of the Tenant's obligations in this Agreement, or if the Tenant is in arrears for 14 days after the same has become due, the Landlord may forfeit the tenancy (i.e. bring it to an end) and re-enter the Property. The other rights and remedies of the Landlord shall not be affected.

(Note: This clause does not affect the rights of the Tenant under the Protection from Eviction Act 1977. The Landlord shall not be entitled to evict a Tenant without a court having first made an order for possession of the Property or evict a Tenant without a court having first made an order for possession of the Property.)

The Landlord shall not be entitled to evict a Tenant from the Property by giving the Tenant notice in writing of his or her intention to do so (even after the Term of this Agreement has expired) and to re-enter the Property before a court order is made, unless one of the following reasons is proved (being grounds for possession under section 8(1) of the Housing Act 1988):

Ground 2: that the Tenant is in arrears of rent, or that there is a mortgage or charge granted before the start of the tenancy and the Tenant is in breach of the terms of the mortgage or charge requiring vacant possession.

Ground 7: the tenant's rights and obligations under the tenancy agreement have been paid.

Ground 7A: the tenant residing at the Property commits anti-social behaviour.

Ground 7B: the tenant or occupiers in the Property have no 'right to rent' as a result of the tenant's failure to provide the necessary documents.

Ground 8: the tenant has failed to pay the rent within the time of the court hearing there is (a) at least eight weeks' rent unpaid if rent is paid weekly or fortnightly, (b) at least two months' rent unpaid if rent is paid monthly, (c) at least one quarter's rent more than three months in arrears if rent is paid quarterly, (d) at least three months' rent more than three months in arrears if rent is paid annually.

Ground 10: the tenant has failed to pay the rent within the time of the court hearing there is (a) at least eight weeks' rent unpaid if rent is paid weekly or fortnightly, (b) at least two months' rent unpaid if rent is paid monthly, (c) at least one quarter's rent more than three months in arrears if rent is paid quarterly, (d) at least three months' rent more than three months in arrears if rent is paid annually.

Ground 11: the tenant has failed to pay the rent within the time of the court hearing there is (a) at least eight weeks' rent unpaid if rent is paid weekly or fortnightly, (b) at least two months' rent unpaid if rent is paid monthly, (c) at least one quarter's rent more than three months in arrears if rent is paid quarterly, (d) at least three months' rent more than three months in arrears if rent is paid annually.

Ground 12: the tenant has failed to pay the rent within the time of the court hearing there is (a) at least eight weeks' rent unpaid if rent is paid weekly or fortnightly, (b) at least two months' rent unpaid if rent is paid monthly, (c) at least one quarter's rent more than three months in arrears if rent is paid quarterly, (d) at least three months' rent more than three months in arrears if rent is paid annually.

Ground 13: the tenant has failed to pay the rent within the time of the court hearing there is (a) at least eight weeks' rent unpaid if rent is paid weekly or fortnightly, (b) at least two months' rent unpaid if rent is paid monthly, (c) at least one quarter's rent more than three months in arrears if rent is paid quarterly, (d) at least three months' rent more than three months in arrears if rent is paid annually.

Ground 14: the tenant has failed to pay the rent within the time of the court hearing there is (a) at least eight weeks' rent unpaid if rent is paid weekly or fortnightly, (b) at least two months' rent unpaid if rent is paid monthly, (c) at least one quarter's rent more than three months in arrears if rent is paid quarterly, (d) at least three months' rent more than three months in arrears if rent is paid annually.

Ground 15: the tenant has failed to pay the rent within the time of the court hearing there is (a) at least eight weeks' rent unpaid if rent is paid weekly or fortnightly, (b) at least two months' rent unpaid if rent is paid monthly, (c) at least one quarter's rent more than three months in arrears if rent is paid quarterly, (d) at least three months' rent more than three months in arrears if rent is paid annually.

Ground 17: the tenant has failed to pay the rent within the time of the court hearing there is (a) at least eight weeks' rent unpaid if rent is paid weekly or fortnightly, (b) at least two months' rent unpaid if rent is paid monthly, (c) at least one quarter's rent more than three months in arrears if rent is paid quarterly, (d) at least three months' rent more than three months in arrears if rent is paid annually.

7. THE LANDLORD'S OBLIGATIONS

7.1 The Landlord shall

7.1.1

7.1.2

7.1.3

7.1.4

7.1.5

7.1.6

Tenant:

quietly possess and enjoy the Property during the term of the tenancy without interruption from the Landlord or any person acting at the Landlord's instigation.

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

maintain and repair the interior and exterior of the Property including drains, gutters and roof.

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

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

repair or replace any damage to the Property where the damage is caused by the Tenant or any person acting at the Tenant's instigation and the cost of repairs under any insurance policy held by the Landlord provided that this exception will not apply if the damage is caused by the wilful destruction or negligence of the Tenant.

8. [TERMINATION]

- 8.1 The Tenant shall give 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 Tenant shall give 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:
- << 1 >>
<< 2 >>
<< 3 >>
- 9.2 [If the Tenant is to serve a notice on the Landlord, they must also send a copy to the Landlord at the following address:
- << 1 >>
<< 2 >>
<< 3 >>
- 9.3 The Landlord shall 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(s)>>
Tenant(s)