

AGREEMENT dated the << >>

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

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

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 those for which rent is payable under this Agreement. The Agreement shall continue as a contractual periodic tenancy 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") <>> 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 against all of them jointly and severally.
- 2.3 The Landlord and Tenant agree that this Agreement should be enforceable by any Party of the Contracts (Rights of Third Parties) Act 1999.
- 2.4 An obligation in this Agreement to pay includes an obligation to pay Value Added Tax in accordance with the law.
- 2.5 A reference to a statute is a reference to it as it is in force for the time being (whether amended, extended, or re-enacted).

3. THE DEPOSIT

- 3.1 The Tenant must pay the sum of << >> ("Deposit") to the Landlord or the Landlord's agent in accordance with the agreement.

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4.1.8 pay the reasonable costs of replacing a key or security for the Property upon receipt of written evidence of the loss to the Landlord.

4.2 **Repair and Maintenance of the Property**

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

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

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

4.2.4 The Tenant shall be responsible for any loss or damage by or negligence of the Tenant or any person acting on behalf of the Tenant without the Tenant's permission.

4.2.5 The Tenant shall be responsible for the Landlord's obligations in clause 7 to ensure that all taps, sinks, showers, WCs, cisterns, domestic water heaters and appliances with drains, gullies, downpipes and gutters in or on the Property are kept clean and open and not to be blocked and the pipes, wires, conduit fittings or appliances serving the Property.

4.2.6 The Tenant shall ensure that the Property is 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.

4.2.7 The Tenant shall ensure that 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.

4.2.8 The Tenant shall ensure that light bulbs, batteries and electrical fuses which become defective are replaced as soon as possible.

4.2.9 The Tenant shall give written notice of any damage, destruction, loss or destruction of the Property howsoever caused as soon as it comes to the attention of the Tenant.

4.2.10 The Tenant shall ensure that the Property is cleaned to a professional standard at least once in every year throughout the tenancy and at the end of the tenancy.

4.2.11 The Tenant shall ensure that the Property is disinfected by 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 on the Property.

4.2.12 The Tenant shall ensure that the Property is cleaned at least every 3 months and at the end of the tenancy and replace any damaged or broken glass as soon as possible if the Tenant, his family or visitors have caused the damage.

4.2.13 The Tenant shall ensure that the Property has a proper receptacle and to ensure that rubbish is disposed of by the Tenant or on behalf of the local authority.

4.2.14 The Tenant shall ensure that the garden is kept in 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.

4.3 Access

4.3.1 The Tenant shall permit the Landlord and/or his agent or anyone with Landlord's authority to 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 day) beforehand and not to interfere with or disturb the Tenant's peaceful enjoyment of the Property.

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.

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

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

4.4 Use

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

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

4.4.2.1 a business which involves the supply of alcohol for consumption on premises which form all or part of the Property; or
4.4.2.2 a business of a kind mentioned in regulations made under section 29 of the Landlord and Tenant Act 1954.

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

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

4.4.6 The Tenant shall not store any dangerous or inflammable substance to the Property apart from those needed for general household use.

4.4.7 The Tenant shall not display any notice or advertisement that is visible from outside the Property.

4.4.8 The Tenant shall not keep on the Property any animal or bird or domestic pet without the Landlord's written consent.

4.4.9 The Tenant shall not leave the Property unoccupied for more than 21 consecutive days without giving notice to the Landlord.

4.4.10 The Tenant shall not use the Property for any other purpose.

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4.4.1 planning conditions affecting the Property which
ought to be brought to the Tenant's attention.

4.4.1 giving permission in respect of the Property.

4.4.1 not to let the Property or any part of the Property and not
to let any person share occupation of the Property or any part

4.4.1 not to let any person occupy the Property as a lodger.

4.4.1 to carry out the checks required to satisfy the "right to rent"
under the Immigration Act 2014 in relation to any sub-
tenant whom the Tenant grants, whether authorised by the

4.4.1 not to do anything which may make void or voidable any policy
of the Landlord in respect of the Property (details of which policy have been
set out in the Schedule).

4.4.1 not to let any person have the keys and/or security device to access the

4.4.1 not to make any duplicate keys to the Property nor to
allow any person to have access to the Property.

4.4.1 not to interfere with the appearance, structure, exterior
of the Property or the arrangement of the fixtures belonging

4.4.2 not to affix anything to the walls or damage the floors
or any part of the Property and not to alter or extend any
gas or gas installation on the Property.

4.4.2 not to install or affix to the Property any satellite dish or
any other thing without the prior consent in writing of the Landlord.

4.5 **Notice**

4.5.1 to give a copy of any notice, direction or order affecting or
relating to the Property, to deliver such a copy of such notice
to the Tenant 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 to deliver to the Tenant, within 7 days of receipt, any post or other
communication addressed to the Property addressed to them.

4.5.3 to require the Tenant to comply with such checks and
requirements as are reasonably required by the Landlord,
to satisfy the "right to rent" of all adult occupiers of the Property.

4.5.4 to require the Tenant to provide the Landlord with such proof of their continued "right to
rent" as is reasonably required by the Landlord from time to time.

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

4.6 **End**

4.6.1 to require the Tenant 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.

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4.6.2 Landlord or the Landlord's agent on the last day of the tenancy shall take reasonable steps to ensure that the Property is left in a clean and tidy state.

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 ensure that the Tenant is notified of the same. 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 Expenses**

To pay any and all expenses incurred by the Landlord, to remedy any damage to the Property caused by the Tenant and to enforce the terms of this Agreement.

5. **LATE PAYMENT**

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

6. **FORFEITURE**

If the Rent is in arrears for 14 days after the same has been formally demanded or not), or if there has been a breach of the Tenant's obligations in this Agreement, or if the Tenant has committed a breach of the Landlord's obligations in this Agreement, the Landlord may forfeit the tenancy (i.e. bring it to an end) and the Tenant shall be liable to pay the Landlord the sum of £[] as compensation for the loss of the Property. The other rights and remedies of the Landlord shall remain unaffected.

(Note: This clause is subject to the provisions of 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 intention to do so (even after the Term of this Agreement has expired) and the Tenant shall not be entitled to occupy the Property before the expiry of the notice period (being grounds set out in Schedule 2 to the Housing Act 1988):

Ground 2: that the Tenant has committed a breach of a mortgage or charge granted before the start of the tenancy and the Landlord is entitled to exercise a power of sale requiring vacant possession.

Ground 7: that the Tenant has committed a breach of his rights and obligations under the tenancy agreement.

Ground 7A: that the Tenant is residing at the Property commits anti-social behaviour.

Ground 7B: that the Tenant or occupiers in the Property have no 'right to rent' in the Property.

Ground 8: that the Tenant has failed to pay the rent for a period of eight weeks' rent unpaid if rent is payable weekly or fortnightly, (b) at least two months' rent unpaid if rent is payable monthly, (c) at least one quarter's rent more than three months in arrears if rent is payable quarterly, (d) at least three months' rent more than three months in arrears if rent is payable annually.

Ground 10: that the Tenant has failed to pay the rent for a period of eight weeks' rent unpaid if rent is payable weekly or fortnightly, (b) at least two months' rent unpaid if rent is payable monthly, (c) at least one quarter's rent more than three months in arrears if rent is payable quarterly, (d) at least three months' rent more than three months in arrears if rent is payable annually.

Ground 11: the Tenant has substantially delayed paying rent.

Ground 12: the Tenant's tenancy has been broken or not performed.

Ground 13: the Tenant or the common parts has deteriorated because of the behaviour of the Tenant or a person living there.

Ground 14: the Tenant living at or visiting the property (a) has been guilty of nuisance or annoyance to neighbours or (b) has been convicted of using the property as a brothel or for immoral or illegal purposes or has committed an offence in the locality of, the property.

Ground 15: the Tenant's furniture has deteriorated because it has been ill-treated by the Tenant or a person living at the property.

Ground 17: the Tenant has been granted the tenancy by a false statement made by the Landlord or a person acting at the Tenant's instigation.

7. THE LANDLORD'S OBLIGATIONS

The Landlord shall be bound to:

- 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 receive the Rent payable for any period during which the Property is inhabitable 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 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 bound to repair damage to the Property where the Landlord is responsible for the damage or repairs under any insurance policy maintained by the Landlord, provided that this exception will not apply if the Landlord is not liable for the damage or repairs because of the Tenant's acts or default or the acts or default of any visitors.

8. [TERMINATION]

- 8.1 The Tenant shall be bound to give 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 be bound to give 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:

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

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9.3 The Landlord may serve 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)