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2. INTERPRETATION

2.1 Any obligation on [REDACTED] does not include an obligation on [REDACTED] to cause or permit another person to do such act or thing.

2.2 Whenever there is [REDACTED] comprising the Landlord or the Tenant their obligation shall be [REDACTED] against all of them jointly and against each of them [REDACTED]

2.3 The Landlord and enforceable by any Parties) Act 1999. [REDACTED] that this Agreement should be of the Contracts (Rights of Third

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- (Inclusive of Outgoings).

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- 2.4 An obligation in this Agreement to pay Value Added Tax in respect of any supply they includes an obligation to pay Value Added Tax in respect of any supply.
- 2.5 A reference to a statute in this Agreement is a reference to it as it is in force for the time being, 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 performance of the Tenant's obligations in this Agreement. The Landlord uses 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.]
- 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 2007/1013).
- 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 to the Tenant, within 10 working days of the tenancy ending if the Landlord has not used any or part of the Deposit.
- 3.8 The Landlord shall repay the Deposit or of the tenancy deposit scheme within 20 working days of the tenancy either that the Deposit is to be repaid in the sum paid by the Landlord and Tenant or that the Deposit is to be repaid.

4. THE TENANT'S COVENANTS

The Tenant agrees with the Landlord that:

- 4.1 **Rent and other payments**
- 4.1.1 To pay the Rent to the Landlord on the Due Date without deduction or set off and by the means specified in writing to the Tenant in writing by the Landlord.
- 4.1.2 Not to charge the Tenant for the use of any services, service providers or metering equipment provided by the Landlord.
- 4.1.3 Not to change the use of the Property (s) allocated to the Property at the date of this Agreement.
- 4.1.4 To pay all charges for the use of telephone, broadband and other communication services provided exclusively to the Property during the tenancy.
- 4.1.5 To pay the cost of any television set at the Property.

4.1.6 and any television receiver, video equipment, cable or other equipment to arrange for its return to the hirer at the end of the tenancy.

4.1.7 The Tenant shall 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 anyone to use the Property in a way that would cause damage to the Property or keep the interior of the Property in good and sound condition (except for fair wear and tear).

4.2.2 The Tenant shall be liable for any damage caused to the Property (including the structure, 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 damage caused by or negligence of the Tenant or any person using the Property 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 other fixtures and fittings with drains, gullies, downpipes and gutters in or on the Property are kept clean and open and not to be blocked or damaged. 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, gullies or other apparatus by cold weather (so far as this is reasonably practicable for the Tenant).

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 within the Property are replaced if defective.

4.2.9 The Tenant shall give written notice of any damage, destruction, loss or deterioration of the Property or the House howsoever caused as soon as possible to the Landlord or the Tenant.

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

4.2.11 The Tenant shall ensure that the Landlord or proper sanitary authority if disinfection is required in consequence of the occurrence of any infectious disease or illness or infestation of rats, mice, fleas, or other pests in the Property.

4.2.12 The Tenant shall ensure that the Property is inspected at least every 3 months and at the end of the tenancy to replace any damaged or broken glass as soon as possible. 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 properly or on behalf of the local authority.

4.2.1 ...eration to the layout of the garden or to the shrubs, plants or turf.

4.3 **Access**

4.3.1 ... or the owner of the House or their respective agents, with their written authority together with any workmen or tradesmen, to enter the Property at reasonable times of day and in good condition and state of repair and to carry out any repairs or improvements (provided that the Landlord has given reasonable notice of the work to be undertaken) beforehand and not to employ or instruct any such persons.

4.3.2 ...y to allow the Landlord or anyone with his authority to enter the Property at any time and without notice.

4.3.3 ...s of the tenancy to allow the Landlord and/or his agent to enter the Property to view the Property with prospective tenants or to carry out repairs (at any reasonable times of the day and subject to reasonable notice).

4.3.4 ... and/or his agent access to inspect the Property at quarterly intervals throughout the tenancy and at such other times as the Landlord may require during the tenancy.

4.4 **Use**

4.4.1 ... 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 ...ns a business of a kind which might reasonably be expected to cause a nuisance but does not include:

4.4.2.1 ...ch involves the supply of alcohol for consumption on the premises which form all or part of the Property; or

4.4.2.2 ... of a kind mentioned in regulations made under the Housing Act 1954 of the Landlord and Tenant Act 1954.

4.4.3 ...n the Property which may be a nuisance to or cause annoyance to the Landlord or the tenants or neighbouring property.

4.4.4 ...y for any illegal or immoral purposes.

4.4.5 ...erty in a way which contravenes a restriction imposed by the Landlord's freehold (or superior leasehold) title which the Landlord has drawn to the Tenant's attention.

4.4.6 ...mit any dangerous or inflammable substance to the Property apart from those needed for general household use.

4.4.7 ...ice or advertisement that is visible from outside the Property.

4.4.8 ...pperty any animal or bird or domestic pet without the Landlord's written consent.

4.4.9 Property unoccupied for more than 21 consecutive days to the Landlord.

4.4.10 Property.

4.4.11 Planning conditions affecting the Property which should be brought to the Tenant's attention.

4.4.12 Giving permission in respect of the Property.

4.4.13 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 of the Property.

4.4.14 Not to occupy the Property as a lodger.

4.4.15 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, that the Tenant will provide the Landlord with the necessary information to satisfy the "right to rent" checks.

4.4.16 Not to do anything which may make void or voidable any policy of insurance of the House or the Property or the contents (details of which have been provided to the Tenant).

4.4.17 Not to remove the keys and/or security device to access the Property.

4.4.18 Not to make any duplicate keys to the House or the Property or to change or add any new locks to the House or the Property.

4.4.19 Not to interfere with the appearance, structure, exterior or contents of the House or the Property or the arrangement of the furniture or effects belonging to the Landlord.

4.4.20 Not to affix anything to the walls or damage the floors, or to alter or remove any wiring, plumbing or gas installation at the House or the Property.

4.4.21 Not to put up or affix to the House or the Property any sign or advertisement or aerial without the prior consent in writing of the Landlord.

4.4.22 Not to hangings place any items or hang any washing in or on the exterior of the House.

4.4.23 Not to breach house rules which the Landlord or its agents may make in the interests of good management of the Property.

4.5 **Notice**

4.5.1 The Tenant agrees to accept the Landlord's written notice, direction or order affecting or relating to the Property, to deliver a copy of such notice to the Tenant and to do anything as a result of the notice, direction or order as may be reasonably required to do so by the Landlord.

4.5.2 The Tenant agrees to deliver to the Landlord, within 7 days of receipt, any post or other communication to the Landlord, addressed to them.

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

4.5.4 The Tenant shall ensure that every occupier 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 changes such that the "right to rent" is lost.

4.6 **End of Tenancy**

4.6.1 On termination of the tenancy, the Tenant shall ensure that the Property is left 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 or the Landlord's agent on the last day of the tenancy.

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 notify the Tenant. 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 Costs**

To pay the Landlord's costs 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 the day it is due, the Tenant 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 not paid by the Tenant on the day it is due, 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 Agreement, the Landlord may forfeit the tenancy (i.e. bring it to an end) and the Tenant shall vacate the Property. The other rights and remedies of the Landlord will remain unaffected.

(Note: This clause does not override 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.)

The Landlord shall not be entitled to evict the Tenant from the Property by giving the Tenant notice in writing of his/her breach of the Agreement (even after the Term of this Agreement has expired) and the Tenant has vacated the Property before the court has made an order for possession (one of the following reasons is proved (being grounds for possession under the Housing Act 1988):

Ground 2: that the Tenant has failed to pay the Rent due in accordance with the tenancy agreement and the Landlord has a mortgage or charge granted before the start of the tenancy which gives the Landlord a power of sale requiring vacant possession.

Ground 7: that the Tenant has failed to comply with the terms of the tenancy agreement and the Landlord's rights and obligations under the tenancy agreement.

Ground 7A: the

Ground 7B: the
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Ground 17: the
knowingly or

7. THE LANDLORD'S OBLIGATIONS

The Landlord shall:

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

7.2 To repair the Property and to keep it in good repair and to ensure that the Property is fit for habitation and to ensure that the Property is not rendered uninhabitable by the wilful destruction or negligence of the Tenant.

7.3 To pay the rates and taxes in respect of the House and the Property.

7.4 To provide the Tenant with power and hot and cold water to the Property.

7.5 To have the interior of the House cleaned on a weekly basis.

7.6 To repair and maintain the exterior of the Property including drains, gutters and downpipes.

7.7 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.

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

7.9 That the Landlord shall be liable to repair damage to the Property where the damage is caused by the Tenant or by any person acting at the Tenant's instigation or the Tenant's visitors.

residing at the Property commits anti-social behaviour.

tenants or occupiers in the Property have no 'right to rent'

of notice of the landlord's intention to commence proceedings 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.

standing both at the date of service of notice of the proceedings and on the date on which proceedings are begun.

regularly delayed paying rent.

tenancy has been broken or not performed.

Property or the common parts has deteriorated because of the behaviour of a person living there.

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 for immoral or illegal purposes or has committed an offence in the locality of, the property.

furniture has deteriorated because it has been ill-treated by the Tenant or any person acting at the Tenant's instigation.

to grant the tenancy by a false statement made by the Tenant or a person acting at the Tenant's instigation.

to possess and enjoy the Property during the term of the tenancy without interference from the Landlord or any person claiming under him.

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.

to the House and the Property.

power and hot and cold water to the Property.

of the House cleaned on a weekly basis.

exterior of the Property including drains, gutters and downpipes.

working order the apparatus in the Property for the supply of electricity and all sanitary apparatus and the central heating system.

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

to repair damage to the Property where the damage is caused by the Tenant or by any person acting at the Tenant's instigation or the Tenant's visitors.

8. [TERMINATION]

8.1 The Tenant must give the Landlord 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 must give the Tenant 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:

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

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

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

9.3 The Landlord must 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)