

AGREEMENT dated the << >>

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

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

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

together with the fixtures and fittings 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 Tenant may continue as a contractual periodic tenancy. The period of the periodic tenancy will be the same as the period of the fixed term, and the provisions of this Agreement shall apply to 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**") <>>> advance on the << >> day of every month.

1. OUT-OF-SEASON HOLIDAY LETTING

- 1.1 The Landlord lets the Property for the Term at the Rent.
- 1.2 The Landlord hereby certifies that this is an out-of-season letting of a property within the period of twelve months ending with the beginning of the contract. The Landlord agrees not to recover possession of the Property under ground of the Housing Act 1988.
- 1.3 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 includes an obligation on the Tenant to do such act or thing.
- 2.2 Whenever there is a joint obligation on the Landlord and the Tenant their obligations shall be against each of them jointly and severally.
- 2.3 The Landlord and the Tenant agree that this Agreement should be enforceable by any Party under the Contracts (Rights of Third Parties) Act 1999.
- 2.4 An obligation in this Agreement includes an obligation to pay Value Added Tax in accordance with the provisions of the Value Added Tax Act 1994.

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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 approved scheme under that Act.
- 3.3 The Deposit is paid in this Agreement. The Tenant uses the Deposit to compensate himself for the reasonable costs of the Landlord's performance of the Tenant's obligations under the Agreement. The Tenant is responsible for the Deposit to compensate himself for the reasonable costs of the Landlord's performance of those obligations.
- 3.4 [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.] [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 Housing Act 2004 (Prescribed Information) Order 2007 (SI 2007/1000).
- 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 repay 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 repay 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 Deposit, the Landlord shall repay the Deposit within 20 working days of the tenancy ending if the Landlord is not liable for any 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 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 (water, gas, electricity, heating, sewerage) services to the Property during the tenancy. The Tenant shall be responsible for the use of any telephone and cable services during the tenancy. Where necessary the charges shall be apportioned between the Landlord and 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. The sums payable by the service provider will be the responsibility of the Tenant.
- 4.1.4 Not to change the Landlord's providers or metering equipment without the Landlord's consent.
- 4.1.5 Not to change the Landlord's (s) allocated to the Property at the date of this Agreement.

- 4.1.6 To pay the t
Property.
- 4.1.7 If the Tenant
equipment of
the tenancy.
- 4.1.8 *If the Proper*
[To pay the
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costs incurre
OR
If the Proper
[To pay the
removing a
of written ev
- respect of any television set at the
- , receiver, video equipment, cable
ts return to the hirer at the end of
- costs of replacing a key or security
receipt of written evidence of the
- of replacing, changing, adding or
access the Property upon receipt
ed by the Landlord].

4.2 **Repair and maintenance and contents**

- 4.2.1 To use the P
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clean conditi
- 4.2.2 To make g
Landlord's fi
Landlord thro
- a) any b
b) any i
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- 4.2.3 Subject to t
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- 4.2.4 Subject to th
baths, wash
internal pipe
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damage or
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- 4.2.5 To keep the
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- 4.2.6 To test all s
month, to ch
report any fa
as possible.
- 4.2.7 To replace a
defective.
- 4.2.8 To give the
happening to
as it comes t
- and careful manner and not allow
erior of the Property in good and
and tear).
- d to the Property (including the
any other property owned by the
- set out in this Agreement;
- gence of the Tenant or any person
t's permission.
- s in clause 7 to keep the items
in the same condition as at the
pt for fair wear and tear).
- 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.
- reasonable level during the winter
roperty or the water pipes, drains,
by cold weather.
- xide alarms at the Property every
ach alarm when necessary and to
e alarms to the Landlord as soon
- and electrical fuses which become
- f any damage, destruction, loss or
ntents howsoever caused as soon
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4.2.9 At the end of the tenancy to ensure that all linen (if any) is freshly laundered and to a professional standard all bedspreads, curtains, upholstery, carpets and other articles set to have the carpets cleaned to a professional standard every twelve months throughout the tenancy.

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4.2.10 To give notice to the local authority or sanitary authority if disinfection or fumigation is required as a consequence of the occurrence of any infestation of rats, mice, fleas, or other insects and vermin.

4.2.11 To clean the Property every 3 months and at the end of the tenancy and to replace any cracked or broken glass as soon as possible when broken or damaged by the Tenant or family or visitors have caused the damage or broken glass.

4.2.12 To place all rubbish in a suitable container and to ensure that rubbish is collected regularly by the local authority.

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

4.2.14 Not without the written consent of the Landlord to remove from the Property any of the contents of the Property other than for necessary repairs (in which case the Landlord shall be given to the Landlord).

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4.3 **Access for Landlord**

4.3.1 To allow the Landlord or agent or anyone with Landlord's written authority to enter the Property at any times of the day to inspect its condition and to carry out any necessary repairs provided the Landlord gives reasonable notice (with regard to the work to be undertaken) and not to interfere with or obstruct the Tenant in the use of the Property.

4.3.2 In cases of emergency the Landlord or anyone with the Landlord's authority may enter the property at any time and without notice.

4.3.3 During the tenancy to allow the Landlord and/or his agent to enter the Property with prospective tenants or occupiers at any time of the day and subject to reasonable notice (usual notice).

4.3.4 To allow the Landlord or agent access to inspect the Property at any times of the day by prior arrangement and at intervals throughout the tenancy and in the final month of the tenancy.

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4.4 **Use of the Property**

4.4.1 To use the Property for domestic purposes only and not to carry on any business or profession at the Property provided that the Tenant may carry on any business or profession at the Property [after obtaining the Landlord's written consent].

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- 4.4.2 A home business may be carried on the Property
- a) a business which is carried on licensed premises
 - b) any business as mentioned in section 1(1) of the Landlord and Tenant Act 1954.
- 4.4.3 Not to do anything which may cause damage to the Property or the occupants of the Property
- 4.4.4 Not to use the Property for immoral purposes.
- 4.4.5 Not to use the Property in a way which contravenes a restriction (including a restriction of the (superior leasehold) title which the Landlord has given his attention.
- 4.4.6 Not to cause or permit to be collected in or on the Property any dangerous or inflammable substance to the extent that it is not from those needed for general domestic use.
- 4.4.7 Not to display anything on the Property which is visible from outside the Property.
- 4.4.8 Not to keep any animal or bird or domestic pet without the Landlord's consent.
- 4.4.9 Not to leave the Property for more than 21 consecutive days without the Landlord's consent.
- 4.4.10 Not to smoke on the Property.
- 4.4.11 To comply with any regulations affecting the Property which the Landlord has given his attention.
- 4.4.12 Not to apply for any licence in respect of the Property.
- 4.4.13 Not to assign the Property or any part of the Property and not to part with possession of the Property or any part of it.
- 4.4.14 Not to permit the Property to be used as a lodger.
- 4.4.15 To carry out any repairs required to satisfy the "right to rent" requirements of the Housing Act 2014 in relation to any sub-tenants, whether authorised by the Landlord or not.
- 4.4.16 Not to do anything which may make void or voidable any policy of insurance covering the contents (details of which policy the Landlord has given his attention).
- 4.4.17 To be responsible for any alarm or security device to access the Property.
- 4.4.18 Not to make any alterations to the Property nor to replace or add to the fixtures, furniture or effects on the Property.
- 4.4.19 Not to alter the appearance, structure, exterior or interior of the Property or the arrangement of the fixtures, furniture and effects on the Property.

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4.4.20 Not to alter the walls, wiring, pipes or electrical wiring on the Property.

4.4.21 Not to erect or install on the Property any satellite dish or television aerial without the written consent in writing of the Landlord.

4.5 **Notice and legal matters**

4.5.1 Within 7 days of receiving any notice being likely to affect the use of the Property to the Landlord.

4.5.2 To forward to the Landlord any items delivered to the Property within 7 days of receipt any post or other communication addressed to him.

4.5.3 Promptly on request to provide such information as may be reasonably required by the Landlord to certify the use of the Property.

4.5.4 Where any person has a time-limited "right to rent" to provide proof of their continued "right to rent" as is required by the Landlord from time to time.

4.5.5 To notify the Landlord of the immigration status of any adult occupier of the Property if that the "right to rent" is lost.

4.6 **End of the tenancy**

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

4.6.2 To hand over the keys to 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 at the end of the tenancy the Landlord shall take reasonable steps to collect them. If, within [14] days from the end of the tenancy the belongings have not been collected, the Landlord may remove and dispose of the goods.

4.7 **Landlord's costs**

To pay all reasonable costs incurred by the Landlord to remedy any breach of this Agreement against the Tenant.

5. **LATE PAYMENT OF RENT**

If any Rent shall without payment of the same shall have become due above the Bank of England for [14] or [7]¹ days after the Rent is demanded or not) interest at 3% shall be payable by the Tenant.

¹ If the Property is in England you can rely on the Late Payment of Commercial Debts (Interest) Act 1998 (The Late Payment of Commercial Debts (Interest) Act 1998) (England) or the Late Payment of Commercial Debts (Interest) Regulations 2013 (The Late Payment of Commercial Debts (Interest) Regulations 2013) (Wales).

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 (other than the Rent) 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 make an order for possession of the Property without a court having first made an order for possession of the Property.)

The Landlord can only remove the Tenant from the Property by giving the Tenant notice in writing of his intention to seek possession (after the Term of this Agreement has expired) and by obtaining a court order only order the Tenant to leave the Property before the expiry of the notice. The grounds for possession are set out in Schedule 2 to the Housing Act 1988.

Ground 8: that both at the date of the proceedings for possession and at the date of the hearing there is (a) at least eight weeks' rent unpaid where rent is payable monthly, (b) at least two months' rent unpaid if rent is payable more than monthly, (c) at least three months' rent unpaid if rent is payable quarterly, (d) at least six months' rent unpaid if rent is payable yearly.

Ground 10: that there is some other substantial reason for the Landlord's intention to commence proceedings for possession of the Property.

Ground 11: that the tenant has failed to pay the rent.

Ground 12: that any obligation imposed by the tenancy has not been performed.

Ground 13: that the condition of the Property has deteriorated because of the behaviour of the tenant or someone living with the tenant.

Ground 14: that the tenant or someone living with the tenant (a) has been guilty of conduct which is or is likely to be prejudicial to the peace or good relations of the neighbourhood or (b) has been convicted of using the Property for immoral or illegal purposes or has committed an arrestable offence.

Ground 15: that the condition of the Property has deteriorated because it has been ill-treated by the tenant or someone living with the tenant.

Ground 17: that the Landlord has been misled by the tenant or someone living with the tenant in obtaining the tenancy by a false statement made by the tenant or someone living with the tenant at the tenant's instigation.

7. THE LANDLORD'S OBLIGATIONS

7.1 The Landlord agrees to

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

7.1.2 To return to the Tenant the Property in the same state as it was when the Tenant first took possession of the Property, subject to fair wear and tear, and to repair the Property including drains, gutters and external walls.

7.1.3 To repair the Property including drains, gutters and external walls.

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- 7.1.4 To repair and maintain for the supply of electricity and the central heating systems.
- 7.1.5 To comply with the regulations in The Smoke and Carbon Monoxide Alarm Regulations 2015 relating to the provision and testing of smoke and carbon monoxide alarms.
- 7.1.6 That the Tenant shall be responsible for any damage to the Property where the Landlord is not responsible for repairs under any insurance policy and that this exception will not apply if the insurance proceeds because of the negligence of the Tenant's family or visitors.

8. [TERMINATION]

- 8.1 The Landlord may at any time to end this Agreement on the last day of a rental period by giving the Tenant written notice from the start of the tenancy.
- 8.2 The Tenant may give written notice at any time to end this Agreement on the last day of a rental period by giving the Landlord written notice from the start of the tenancy.

9. NOTICES

- 9.1 Under section 48 of the Landlord and Tenant Act 1987 the Tenant is hereby notified that notices served on the Landlord by the Tenant shall be deemed to have been served on the Landlord if they are served on the Landlord's agent at the Property.
- 9.2 [If the Tenant serves written notice on the Landlord's agent at the Property he must also send a copy to the Landlord at the following address:
 << >>
 << >>
 << >>.]
- 9.3 The Landlord must give written notice to 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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