

AGREEMENT dated the << >>

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

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

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 the period of the fixed term, or, if none, 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") << >> 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 the Tenant includes an obligation on the Tenant to do an act or thing which requires another person to do such act or thing.
- 2.2 Whenever there is an obligation on the Tenant their obligation shall be against each 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 includes an obligation to pay the Rent and the Rent includes an obligation to pay the Rent.
- 2.5 A reference to a statute is a reference to it as it is in force for the time being (whether as amended, extended or re-enacted).

3. THE DEPOSIT

- 3.1 The Tenant must pay the Rent << >> ("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 shall hold the Deposit in accordance with an authorised scheme operating under that Act.
- 3.3 The Deposit is paid in accordance with the terms of this Agreement. The Landlord shall use the Deposit to compensate themselves for the reasonable cost of the performance of the Tenant's obligations under the Agreement. The Landlord shall not use the Deposit to compensate themselves for the performance of the Tenant of those obligations.
- 3.4 [The Deposit is to be held 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 the information required by section 213(5) of the Housing Act 2004 as set out in the Prescribed Information Order 2007 (SI 2007/1000).
- 3.6 The Landlord and Tenant shall be paid to the Tenant (if any) accrued on the Deposit within 30 days of the Deposit being received by the Landlord in accordance with section 213(5) of the Housing Act 2004 as set out in the Prescribed Information Order 2007 (SI 2007/1000).
- 3.7 The Landlord shall return the Deposit to the Tenant 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 to the Tenant 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 (electricity, gas, water, sewerage) services to the Property during the tenancy 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 Tenant shall be covered by the Tenant's charges and the Landlord shall be liable for any charges made for acting as a landlord.
- 4.1.4 Not to charge the Tenant for the provision of providers or metering equipment to the Property without the written consent of the Landlord.
- 4.1.5 Not to change the use of the Property (s) allocated to the Property at the date of this Agreement.
- 4.1.6 To pay the Tenant the cost of any television set at the Property.
- 4.1.7 If the Tenant has any television set, receiver, video equipment, cable equipment or any other equipment, the Tenant shall return to the hirer at the end of the tenancy.

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- 4.1.8 To pay the costs of replacing a key or security device to access the Property and to provide a receipt of written evidence of the costs incurred.

4.2 **Repair and maintenance**

- 4.2.1 To use the Property in a reasonable and careful manner and not allow it to deteriorate or be damaged and to keep the interior of the Property in good and clean condition (free from dirt, grime and tear).

- 4.2.2 To make good any damage caused to the Property (including the Landlord's fixtures and fittings) and any other property owned by the Landlord through the use of the Property.

a) any damage set out in this Agreement;

b) any damage caused by the negligence of the Tenant or any person acting on the Tenant's permission.

- 4.2.3 Subject to the provisions of clause 7 to ensure that all taps, baths, washbasins, domestic water heaters and internal pipes, drains, gullies, downpipes and gutters in or connected with the Property are kept clean and open and not to cause any damage or nuisance to the Property by leaks, conduit fittings or appliances.

- 4.2.4 To keep the Property at a reasonable level during the winter months to prevent damage to the property or the water pipes, drains, tanks and other fixtures by cold weather.

- 4.2.5 To test all smoke and carbon monoxide alarms at the Property every month, to check the batteries on each alarm when necessary and to replace the batteries as soon as possible.

- 4.2.6 To keep all fire doors and fire door closers to the Property closed at all times and to report any fault with the fire doors or the door closers to the Landlord as soon as possible.

- 4.2.7 To replace any defective light bulbs and electrical fuses which become defective.

- 4.2.8 To give the Landlord notice of any damage, destruction, loss or theft of the contents of the Property as soon as it comes to the attention of the Tenant.

- 4.2.9 To have all carpets cleaned to a professional standard at least once in every twelve months during the tenancy and at the end of the tenancy.

- 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, insects and other 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 the damage or breakage has been caused by the Tenant or family or visitors have caused the damage or breakage.

- 4.2.12 To place all rubbish in a proper receptacle and to ensure that rubbish is collected by the local authority.

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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.

4.3 **Access**

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4.3.1 The Tenant shall permit the Landlord and/or their agent or anyone with Landlord's written consent to enter the Property with any workmen and necessary appliances at reasonable times of the day to inspect its condition and to carry out any necessary repairs. The Landlord has given reasonable notice (with regard to the time of entry) 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 written consent to enter the Property at any time and without notice.

4.3.3 The Tenant shall permit the Landlord and/or their agent or anyone with Landlord's written consent at any reasonable times of the day and subject to reasonable notice to enter the Property to view the Property with prospective tenants or to carry out any necessary repairs (as mentioned in clause 4.3.1).

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4.3.4 The Tenant shall permit the Landlord and/or their agent access to inspect the Property at quarterly intervals throughout the tenancy and at such other times as may be required by the Landlord during the tenancy.

4.4 **Use of Property**

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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.

4.4.2 The Tenant shall not use the Property in a way which may be a nuisance to or cause annoyance to the Landlord or the tenants or other persons occupying property.

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

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

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

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4.4.6 The Tenant shall not place any soft furnishings, fixtures and fittings in the Property which do not comply with fire safety laws and regulations.

4.4.7 The Tenant shall not tamper with any fire prevention and fire control equipment (including smoke and heat detectors and safety equipment) provided at or in the Property.

4.4.8 The Tenant shall not use the Property to escape or prop open or otherwise tamper with any door or window within or at the Property.

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

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

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

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4.4.1 the Property.

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

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

4.4.1 to ensure that the checks required to satisfy the "right to rent"
under the Immigration Act 2014 in relation to any sub-
tenant are satisfied, whether authorised by the

4.4.1 to ensure that the policy which may make void or voidable any policy
affecting the Property (details of which policy have been
set out in the Schedule).

4.4.1 to ensure that the keys and/or security device to access the

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

4.4.2 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 the drains of the Property and not to alter or extend
the plumbing or gas installation on the Property.

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

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4.5 **Notice**

4.5.1 to deliver a copy of any notice, direction or order affecting or
relating to the Property, to deliver such a copy of such notice
and to do anything as a result of the notice,
as is reasonably required to do so by the Landlord.

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

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

4.5.4 to ensure that the occupier of the Property has a time-limited "right to
rent" and to provide the Landlord such proof of their continued "right to
rent" as is required by the Landlord from time to time.

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

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4.6 **End of Tenancy**

4.6.1 to ensure that the Tenant's belongings from the
Property are removed and the Property clean and tidy so that the Property is
ready for re-occupation.

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4.6.2 The Tenant shall deliver the keys to the Landlord or the Landlord's agent on the last day of the tenancy or the last day of the Property.

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

4.7 **Landlord's Remedies**

To pay the Landlord any and all 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, the Landlord may (whether formally demanded or not), or if there is a breach of the Tenant's obligations in this Agreement, or if the Tenant has committed a breach of the terms of the 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 full amount of the Rent due for the Property. The other rights and remedies of the Landlord shall not be affected by this clause.

(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 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 the Landlord's intention to evict the Tenant (even after the Term of this Agreement has expired) or to require the Tenant to leave the Property before the end of the Term of this Agreement unless one of the following reasons is proved (being grounds for possession under section 8(1) of the Housing Act 1988):

Ground 2: the Tenant has committed a breach of the terms of the tenancy and the Landlord has a mortgage or charge granted before the start of the tenancy which gives the mortgagee a power of sale requiring vacant possession.

Ground 7: the Tenant has committed a breach of the terms of the tenancy and the Landlord has a mortgage or charge granted before the start of the tenancy which gives the mortgagee a power of sale requiring vacant possession.

Ground 7A: the Tenant has committed a breach of the terms of the tenancy and the Landlord has a mortgage or charge granted before the start of the tenancy which gives the mortgagee a power of sale requiring vacant possession.

Ground 7B: the Tenant has committed a breach of the terms of the tenancy and the Landlord has a mortgage or charge granted before the start of the tenancy which gives the mortgagee a power of sale requiring vacant possession.

Ground 8: the Tenant has committed a breach of the terms of the tenancy and the Landlord has a mortgage or charge granted before the start of the tenancy which gives the mortgagee a power of sale requiring vacant possession.

Ground 10: the Tenant has committed a breach of the terms of the tenancy and the Landlord has a mortgage or charge granted before the start of the tenancy which gives the mortgagee a power of sale requiring vacant possession.

Ground 11: the Tenant has committed a breach of the terms of the tenancy and the Landlord has a mortgage or charge granted before the start of the tenancy which gives the mortgagee a power of sale requiring vacant possession.

Ground 12: the

Ground 13: the
the behaviour

Ground 14: the
conduct which
convicted of u
committed an

Ground 15: the
by the tenant

Ground 17: the
knowingly or

ancy has been broken or not performed.

erty or the common parts has deteriorated because of
person living there.

living at or visiting the property (a) has been guilty of
nuisance or annoyance to neighbours or (b) has been
ing it to be used for immoral or illegal purposes or has
the locality of, the property.

urniture has deteriorated because it has been ill-treated
property.

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

7. THE LANDLORD'S OBLIGATIONS

The Landlord shall:

7.1 That
tenant
under

y possess and enjoy the Property during the
tion from the Landlord or any person claiming
ord.

7.2 To re
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been

Rent payable for any period during which the
inhabitable provided that the Property has not
the wilful destruction or negligence of the Tenant.

7.3 To re
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exterior of the Property including drains, gutters

7.4 To re
supp
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orking order the apparatus in the Property for the
lectricity and all sanitary apparatus and the central
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7.5 To c
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ord's obligations in The Smoke and Carbon
Regulations 2015 relating to the provision and
monoxide alarms.

7.6 That
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or the

ed to repair damage to the Property where the
of repairs under any insurance policy maintained
at this exception will not apply if the Landlord
proceeds because of the Tenant's acts or default
y or visitors.

8. [TERMINATION]

8.1 The
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last o
from

ess than << 2 >> months prior written notice at
ent provided that such notice must expire on the
nd must not expire sooner than << 6>> months

8.2 The
time
day o
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s than << 2 >> months prior written notice at any
provided that such notice must expire on the last
must not expire sooner than << 6>> months from

9. NOTICES

9.1 Unde

llord and Tenant Act 1987 the Tenant is hereby

notification of any notices in proceedings) must be served on the Landlord at the following address:

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9.2 [If the Landlord is not the Tenant, they must also send a copy to the Landlord at the following address:

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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)