

AGREEMENT dated the << >>

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

Tenant(s): <<Tenant's name>> > [and
<<Tenant's name>> > and
<<Tenant's name>> >]

Property: The flat at:
<<Address>>
<<Address>>
<<Address>>

together with the fixtures and fittings specified in the inventory signed by the parties ("Inventory")

Block: The building and ground of block of flats>>

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, and shall be subject to those provisions of this Agreement. 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]

OR

[£<< >> per academic year in advance on <<date>>, <<date>> and <<date>> (each a "Term Date") of the tenancy]

1. LETTING

- 1.1 The Landlord lets and the Tenant occupies the Property for the Term at the Rent.
- 1.2 The Tenant may use the Property and its corridors, staircase, and lift (if any) for the purposes of the tenancy.
- 1.3 It is a condition of the tenancy that the Tenant and all occupants of the Property maintain the Property in good repair and condition at all times during the Term.
- 1.4 No other person not named in the Inventory is allowed to live in the Property.

2. INTERPRETATION

- 2.1 Any obligation on the Tenant or any occupant of the Property includes an obligation on the Tenant or any occupant of the Property to do an act or thing or to refrain from doing an act or thing or to cause another person to do such act or thing.

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2.2 Whenever there is a breach of the obligations comprising the Landlord or the Tenant their obligations shall be joint and several against all of them jointly and severally.

2.3 The Landlord and Tenant agree that this Agreement should be enforceable by any court of competent jurisdiction (including the Contracts (Rights of Third Parties) Act 1999).

2.4 An obligation in this Agreement to pay any sum includes an obligation to pay Value Added Tax in respect of that sum.

2.5 A reference to a statute in this Agreement is a reference to it as it is in force for the time being (including any amendments, extensions, or re-enactments).

3. THE DEPOSIT

3.1 The Tenant must pay a sum of money (>> ("**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 full in advance 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 by the Tenant 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's agent 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 agree that any interest (if any) accrued on the Deposit shall be paid to the Tenant.

3.7 The Landlord shall return the Deposit within 10 working days of the tenancy ending if the Landlord is not entitled to retain all or part of the Deposit.

3.8 The Landlord shall comply with the requirements of the tenancy deposit scheme within 20 working days of the end of the tenancy 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.

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 means specified 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 (including water, gas, electricity, and sewerage) services to the Property.

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and to pay all charges for the use of any telephone at the Property during the tenancy. Where demanded by the service provider will be to the duration of the tenancy. The sums include standing charges or other similar Tax as well as any charges which may be exemption.

4.1.4 of the service providers or metering equipment present of the Landlord.

4.1.5 phone number(s) allocated to the Property at the

4.1.6 licence fee in respect of any television set at the

4.1.7 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 a reasonable and careful manner and not allow to keep the interior of the Property in good and 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; and 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 tidy and clean and in the same condition as at the the tenancy (except for fair wear and tear and risk).

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, heating 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 bulbs, batteries and electrical fuses which become

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4.2.8 The Tenant shall give written notice of any damage, destruction, loss or theft of the Property or the contents howsoever caused as soon as practicable after the occurrence of the same to the Landlord or the Tenant's insurance company.

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4.2.9 The Tenant shall ensure that all linen (if any) is freshly laundered and that all duvets, carpets, upholstery, curtains and other soft furnishings are cleaned to a professional standard all throughout the tenancy. The Tenant shall have the carpets cleaned to a professional standard at least once in every twelve months throughout the tenancy.

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4.2.10 The Tenant shall inform 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 in the Property.

4.2.11 The Tenant shall replace at least every 3 months and at the end of the tenancy any damaged or broken glass as soon as practicable after the damage or breakage has been caused by the Tenant or their visitors have caused the damage or breakage.

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4.2.12 The Tenant shall provide a proper receptacle and to ensure that rubbish is removed from the Property or on behalf of the local authority.

4.2.13 The Tenant shall maintain and keep it free from weeds and litter and not allow the same to interfere with the layout of the garden or to the composition of the soil or turf.

4.2.14 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).

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4.3 Access

4.3.1 The Landlord or the owner of the Block or their respective agents shall have their written authority together with any workmen or tradesmen to enter the Property at reasonable times of the day and in good condition and state of repair and to carry out any repairs or alterations (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 The Tenant shall not refuse to allow the Landlord or the owner of the Block or their agents or authority to enter the Property at any time and in good condition and state of repair.

4.3.3 The Tenant shall permit the Landlord or the owner of the Block or their agents to enter and view the Property with prospective tenants at reasonable times of the day and subject to the Tenant's reasonable notice (usually 24 hours).

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

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4.4 Use

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 on the Property which may be a nuisance to or annoyance to the Landlord or the tenants or other property.
- 4.4.3 for any illegal or immoral purposes.
- 4.4.4 consent of the Landlord to hold at the Property any more than 10 persons.
- 4.4.5 excessive or unnecessary noise to be audible outside the Property.
- 4.4.6 the Property in a way which contravenes a restriction on the freehold (or superior leasehold) title which the Landlord has brought to the Tenant's attention.
- 4.4.7 to store or deposit any dangerous or inflammable substance to the Property apart from those needed for general domestic use.
- 4.4.8 to display any notice or advertisement that is visible from outside the Property.
- 4.4.9 to bring onto the Property any animal or bird or domestic pet without the Landlord's written consent.
- 4.4.10 to leave the Property unoccupied for more than 28 consecutive days without notice to the Landlord.
- 4.4.11 to use the Property for any other purpose.
- 4.4.12 to ignore any planning conditions affecting the Property which the Landlord has brought to the Tenant's attention.
- 4.4.13 to seek or obtain any permission in respect of the Property.
- 4.4.14 to let or sublet the Property or any part of the Property and not to share occupation of the Property or any part of the Property.
- 4.4.15 to use the Property as a lodger.
- 4.4.16 to provide the 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.
- 4.4.17 to do anything which may make void or voidable any policy of insurance covering the block or the Property or the contents (details of which have been provided to the Tenant).
- 4.4.18 to provide the keys/and or security device to access the Property.
- 4.4.19 to make any duplicate keys to the Property nor to provide any other keys to the Property.
- 4.4.20 to interfere with the appearance, structure, exterior of the Property or the arrangement of the fixtures, furniture or fittings to the Landlord.
- 4.4.21 to affix anything to the walls or damage the floors, or to alter or extend any gas or gas installation on the Property.

4.4.2 in or affix to the Property any satellite dish or at the prior consent in writing of the Landlord.

4.4.2 hangings, place any items or hang any washing in of the Block.

4.4.2 escape or paths, drives, hall, corridors, staircase, the Block.

4.4.2 paths, drives, hall, corridors, staircase and lift (if which the Tenant is permitted to use by way of a eement.

4.4.2 ther occupiers in the Block to keep the paths, staircase and lift (if any) clean and tidy.

4.4.2 gulations which the owner of the Block, its agents company for the Block may from time to time of good management of the Block.

4.5 **Notic**

4.5.1 ipt of any notice, direction or order affecting or e Property, to deliver such a copy of such notice not to do anything as a result of the notice, ss reasonably required by the Landlord.

4.5.2 dlord, within 7 days of receipt, any post or other Property, addressed to them.

4.5.3 y the Landlord to comply with such checks and ts as are reasonably required by the Landlord, ent” of all adult occupiers of the Property.

4.5.4 prier of the Property has a time-limited “right to e Landlord such proof of their continued “right to required by the Landlord from time to time.

4.5.5 d promptly if the immigration status of any adult ty changes such that the “right to rent” is lost.

4.6 **End**

4.6.1 ncy to remove the Tenant’s belongings from the e Property clean and tidy so that the Property is -occupation.

4.6.2 andlord or the Landlord’s agent on the last day of the Property.

4.6.3 gings shall not have been removed from the the tenancy, the Landlord shall take reasonable enant to notify them. If, within [14] days from the e Tenant’s belongings have not been collected, ttitled to remove and dispose of the goods.

4.7 **Land**

To pa nd expenses incurred by the Landlord, to remedy any b t by the Tenant and to enforce the terms of this Agre t.

4.8 **[Duti Multiple Occupation (HMOs) Regulations**

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in a way that will not hinder or frustrate the
ger in the performance of their duties imposed by
on of an HMO licence (if applicable);

and/or manager, for any purpose connected with
ny duty imposed on them by legislation or a
licence (if one applies), at all reasonable times to

and/or manager, at their request, with any such
ay reasonably require for the purpose of carrying

to avoid causing damage to anything which the
ger is under a duty to supply, maintain or repair
sed on them by legislation or a condition of an
plies);

itter in accordance with the arrangements made
manager; [and]

asonable instructions of the Landlord and/or
any means of escape from fire, the prevention of
equipment[.] [; and] [;]

tions of the licence annexed to this Agreement;

ditions specified in the licence annexed limiting
ants in each bedroom [as follows: <<Specify

5. LATE PAYMENT

If any Rent
shall have b
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ement be in arrears for 14 days after the same
nally demanded or not), interest at 3% above the
payable by the Tenant.

6. FORFEITURE

If the Rent is
has been a s
if the Tenant
an end) and
Landlord will

e (whether formally demanded or not), or if there
of the Tenant's obligations in this Agreement, or
e Landlord may forfeit the tenancy (i.e., bring it to
e Property. The other rights and remedies of the

(Note: This cla
The Landlord o
possession.

of the Tenant under the Protection from Eviction Act 1977.
vict a Tenant without a court having first made an order for

The Landlord o
intention to se
obtaining a cou
Term if one of
1988):

om the Property by giving the Tenant notice in writing of his
n after the Term of this Agreement has expired) and by
der the Tenant to leave the Property before the expiry of the
d (being grounds set out in Schedule 2 to the Housing Act

Ground 2: that
and the lender

mortgage or charge granted before the start of the tenancy
of sale requiring vacant possession.

Ground 7: that

rights and obligations under the tenancy agreement have

been passed or

Ground 7A: that

Ground 7B : that
of their immigra

Ground 8: that
for possession
rent is payable
least one quart
months' rent m

Ground 10: that
intention to con

Ground 11: that

Ground 12: that

Ground 13: that
behaviour of th

Ground 14: that
which is or is li
the property or
offence in, or in

Ground 15: that
tenant or some

Ground 17: that
recklessly by e

7. THE LANDLORD'S OBLIGATIONS

The Landlord shall:

7.1 That the Tenant shall be entitled to possess and enjoy the Property during the term of the tenancy unless the Landlord or any person claiming under the tenancy shall have lawfully evicted the Tenant.

7.2 To repair the Property and to keep it in a good state of repair and to ensure that the Property is fit for habitation throughout the term of the tenancy, provided that the Property has not been damaged by the wilful destruction or negligence of the Tenant.

7.3 To repair and to keep in good order and repair the exterior of the Property including drains, gutters and external walls.

7.4 To repair and to keep in good order and repair the internal structure of the Property including 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 liable to repair damage to the Property where the damage is caused by the Landlord or any person claiming under the tenancy, provided that such repairs under any insurance policy maintained by the Landlord at this exception will not apply if the Landlord is not liable to proceed because of the Tenant's acts or default or the Tenant's negligence.

8. [TERMINATION]

8.1 The tenancy shall terminate on the expiry of any term provided that such notice must expire on the last day of a month and must not expire sooner than << 6 >> months

ing at the Property commits anti-social behaviour.

or occupiers in the Property have no 'right to rent' as a result

notice of the landlord's intention to commence proceedings
hearing there is (a) at least eight weeks' rent unpaid where
at least two months' rent unpaid if rent is payable monthly, (c) at
least three months in arrears if rent is payable quarterly or (d) at least three
months if rent is payable yearly.

ding both at the date of service of notice of the landlord's
the date on which proceedings are begun.

elayed paying rent.

has been broken or not performed.

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

ing at or visiting the property (a) has been guilty of conduct
annoyance to neighbours or (b) has been convicted of using
immoral or illegal purposes or has committed an arrestable

re has deteriorated because it has been ill-treated by the

grant the tenancy by a false statement made knowingly or
ing at the tenant's instigation.)

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

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

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orking order the apparatus in the Property for the
lectricity and all sanitary apparatus and the central
s.

ord's obligations in The Smoke and Carbon
Regulations 2015 relating to the provision and
monoxide alarms.

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
rs.

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

from
8.2 The Tenant must give the Landlord 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 start of the notice period.

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 a notice on the Landlord, 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>>
Tenant

SIGNED by
<<Name of Tenant>>
Tenant

SIGNED by
<<Name of Tenant>>
Tenant

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