

**AGREEMENT** dated the << >>

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

**Tenant:** <<Tenant's name>> is at  
<<Tenant's registered office address>> company number << >>)

**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 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. The Agreement shall terminate under 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**") 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 Tenant and any other 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 under this Agreement not to do an act or thing which would constitute a breach of the tenancy includes an obligation not to allow another person to do such act or thing.
- 2.2 Whenever there is a breach of the tenancy by the Landlord or the Tenant their obligation to remedy the breach 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 in accordance with 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 provisions of the Value Added Tax Act 1994.

## 3. [THE DEPOSIT

- 3.1 The Tenant must pay the sum of << >> ("**Deposit**") to the Landlord or

agreement.

- performance of the Tenant's obligations to the Deposit to compensate himself for the Tenant of those obligations.
- Interest (if any) accrued on the Deposit shall be paid to the Tenant within 10 working days of the termination of the tenancy or part of the Deposit.]

# SAMPLE

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- Due Date without deduction or set to the Tenant in writing by the
- ify the Landlord in respect of any  
cy) the Landlord becomes obliged  
live at the Property.
- charges in relation to the supply of  
sewerage) services to the Property  
charges for the use of any telephone  
erty during the tenancy. Where  
by the service provider will be  
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- providers or metering equipment  
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- respect of any television set at the
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## Index and contents

- and careful manner and not allow  
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d to the Property (including the  
any other property owned by the  
  
set out in this Agreement;  
  
gence of the Tenant or any person  
nt's permission.

- 4.2.3 Subject to the terms specified in clause 7, the Tenant shall keep the items specified in the Inventory in the same condition as at the commencement of the tenancy and shall be liable to make good or replace with items of similar value such as may be lost broken or damaged and the Landlord to pay compensation to the Tenant.
- 4.2.4 Subject to the terms specified in clause 7, the Tenant shall ensure that all taps, baths, wash basins, domestic water heaters and drains, gullies, downpipes and gutters in or connected with the Property are kept clean and open and not to be blocked by debris, conduit fittings or appliances and to be kept in good order.
- 4.2.5 To keep the Property at a reasonable level during the winter months to prevent frost damage to the property or the water pipes, drains, tanks and other fixtures by cold weather.
- 4.2.6 To test all smoke alarms at the Property every month, to check each alarm when necessary and to report any failure of the alarms to the Landlord as soon as possible.
- 4.2.7 To replace and repair any defective electrical fuses which become defective.
- 4.2.8 To give the Landlord notice of any damage, destruction, loss or theft of contents howsoever caused as soon as it comes to the attention of the Tenant.
- 4.2.9 If the Landlord gives written notice of any failure to carry out any repairs or maintenance required by the Agreement within a reasonable period of time, the Tenant shall be entitled to enter the Property and carry out the works the cost of which will be paid by the Tenant on demand.
- 4.2.10 At the end of the tenancy the Tenant shall ensure that all linen (if any) is freshly laundered and cleaned all bedspreads, blankets, duvets, carpets and other articles set out in the Inventory or shown in the same which shall be shown by reference to the Inventory and shall be professionally cleaned at least once in every twelve months.
- 4.2.11 To give notice to the local authority or fumigation company if disinfection or fumigation is required in the event of an infestation of rats, mice, fleas, insects and other vermin and (if the problem has been caused by the Tenant or the occupants or visitors) to bear the cost of any disinfection or fumigation and further to pay for the cost of redecoration or replacement of any articles destroyed or damaged on account of such infection, infestation or vermin.
- 4.2.12 To clean the Property every 3 months and at the end of the tenancy and to replace or pay for the replacement of any broken glass as soon as possible when damaged or broken glass as soon as possible when admitted occupants or visitors have caused the damage.

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

4.2.14 To maintain the garden free from weeds and litter and not to make any alterations to the composition of the garden or to the composition of trees, shrubs or plants.

4.2.15 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 written consent shall be given to the Landlord).

#### 4.3 **Access for Landlord**

4.3.1 To allow the Landlord or his 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 that the Landlord gives reasonable notice (with regard to the work to be carried out) in writing and not to interfere with or obstruct any person lawfully occupying 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 the Landlord or his agent may allow the Landlord and/or his agent to enter the Property with prospective tenants or other persons at any time of the day and subject to reasonable notice (usual for such purposes).

4.3.4 To allow the Landlord or his agent access to inspect the Property at intervals throughout the tenancy and to carry out any necessary repairs.

#### 4.4 **Use of the Property**

4.4.1 To use the Property for residential purposes only and not to carry on any business or profession there.

4.4.2 Not to do anything which may be a nuisance to or cause damage to the Landlord or the tenants or other persons occupying the Property.

4.4.3 Not to use the Property for immoral purposes.

4.4.4 Not to use the Property in a way which contravenes a restriction affecting the Property (including a superior leasehold) title which the Landlord has.

4.4.5 Not to cause or permit to be collected in or on the Property any dangerous or inflammable substance to the extent of those needed for general domestic use.

4.4.6 Not to display anything on the Property which is visible from outside the Property.

4.4.7 Not to keep any animal or bird or domestic pet without the written consent of the Landlord.

4.4.8 Not to leave the Property empty for more than 21 consecutive days without the written consent of the Landlord.

4.4.9 Not to smoke

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- 4.4.10 To comply with any requirements affecting the Property which the Landlord may from time to time bring to the Tenant's attention.
- 4.4.11 Not to apply any alterations or improvements in respect of the Property.
- 4.4.12 Not to assign or sublet the whole or any part of the Property and not to permit the occupation of the Property or any part of the Property by any person other than the Tenant or a director or employee of the Tenant, and not to permit a director or employee of the Tenant to occupy the Property, subject to that employee having the prior written consent of the Landlord.
- 4.4.13 Not to permit any person to occupy the Property as a lodger.
- 4.4.14 To carry out any repairs or improvements required to satisfy the "right to rent" requirements of the Immigration Act 2014 in relation to any sub-tenants, whether authorised by the Landlord or not.
- 4.4.15 Not to do any act which may make void or voidable any policy of insurance covering the Property or its contents (details of which policy shall be provided to the Landlord on demand all sums from the Tenant in respect of increased premiums and all expenses incurred in connection with any renewal of such policy made by the Landlord or the Landlord's agent).
- 4.4.16 Not to make any alterations to the Property nor to replace or alter any locks on the Property without the previous written consent of the Landlord (except in emergency) and the Tenant shall be responsible for the cost of the new locks shall at the Tenant's expense.
- 4.4.17 Not to alter the appearance, structure, exterior or interior of the Property or the arrangement of the fixtures, furniture and effects therein.
- 4.4.18 Not to alter the walls or damage the floors, wiring, pipes or electrical wiring and not to alter or extend any installation on the Property.
- 4.4.19 Not to erect on the Property any satellite dish or television aerial without the prior written consent in writing of the Landlord.

#### 4.5 **Notices and legal action**

- 4.5.1 Within 7 days of receipt of any notice direction or order affecting or being likely to affect the Property, the Tenant shall deliver a copy of such notice to the Landlord and shall comply with the notice direction or order unless the Landlord shall direct the Tenant not to do so by the Landlord.
- 4.5.2 To forward to the Landlord within 7 days of receipt any post or other items delivered to the Tenant or his agent.
- 4.5.3 Promptly on request to comply with such checks and provide such information as may be reasonably required by the Landlord or his agent for the purpose of checking the occupants of the Property.
- 4.5.4 Where any person occupying the Property has a time-limited "right to rent" to provide the Landlord with 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 and to notify the Landlord that the "right to rent" is lost.

#### 4.6 **End of the tenancy**

- 4.6.1 At the end of the tenancy the Tenant shall remove the Tenant's belongings from the Property and leave the Property in a clean and tidy state so that the Property is ready for immediate occupation.
- 4.6.2 To hand over the keys to the Landlord's agent on the last day of the tenancy and if the Tenant fails to comply with this sub-clause the Landlord shall have the right to change all the locks at the Tenant's expense.
- 4.6.3 If the Tenant has any items belonging to members of the Tenant's household which have not been removed from the Property at the end of the tenancy:
- a) if the Tenant fails to remove the items at the Landlord's request the Landlord shall be entitled to remove the items at the Tenant's expense and the Landlord shall be entitled to claim damages at the rate equal to the market value of the items until the Tenant shall have removed the items;
  - b) if the Tenant removes the items within a reasonable time the Landlord shall not be liable for any damages incurred by the Landlord for all reasonable expenses incurred by the Landlord for storage or disposal of the goods.

#### 4.7 **Landlord's costs**

- 4.7.1 To indemnify the Landlord for all reasonable costs and expenses incurred by the Landlord arising from the Tenant's breach of this Agreement.
- 4.7.2 To indemnify the Landlord for all reasonable costs incurred by the Landlord in connection with the enforcement of this Agreement against the Tenant.
- 4.7.3 To pay all reasonable costs and expenses incurred by the Landlord in preparing and serving:
- a) any proceedings in the County Court or the High Court of the Law of Property Act 1925 without a court order;
  - b) a summons or writ in the County Court or the High Court recording the Tenant's default as a breach of this Agreement at the end of the tenancy.

### 5. **LATE PAYMENT OF RENT**

If any Rent shall without pre-notice become due (whether or not the same has been demanded or not) and the Tenant fails to pay the same within 7 days after the same shall have become due (whether or not the same has been demanded or not) interest at 2% above the base rate of Barclays Bank plc shall accrue on the amount due from the Tenant.

### 6. **FORFEITURE**

If the Rent is at least 21 days in arrears and the Tenant has been given written notice of the breach and the Tenant fails to pay the same within 7 days after the same shall have become due (whether or not the same has been demanded or not) or if there has been a substantial breach of the Tenant's obligations in this Agreement (whether or not the same has been demanded or not) and the Tenant fails to remedy the breach within 7 days after the same shall have become due (whether or not the same has been demanded or not) the Landlord may forfeit the tenancy and recover possession of the Property. The other rights and obligations of the Landlord and Tenant shall remain in force.

(Note: This clause does not apply if the Tenant is a protected tenant under the Protection from Eviction Act 1977. The Landlord cannot evict a Tenant without a court having first made an order for possession.)

## 7. THE LANDLORD'S OBLIGATIONS

The Landlord agrees with the Tenant that:

- 7.1 That the Tenant may not sublet the Property during the tenancy without the prior written consent of the Landlord under or in trust for any third party.
- 7.2 To return to the Landlord the Property in the same condition as it was when the Tenant first took possession, provided that the Property has not been made uninhabitable by the action or negligence of the Tenant.
- 7.3 To repair the structure of the Property including drains, gutters and external pipes.
- 7.4 To repair and maintain the sanitary apparatus in the Property for the supply of water, gas, electricity, heating and hot water.
- 7.5 To comply with the requirements of the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 relating to the provision and testing of smoke and carbon monoxide alarms.
- 7.6 That the Tenant is responsible for any damage to the Property where the Landlord can claim compensation from any insurance policy maintained by the Landlord provided that the Landlord cannot obtain the insurance compensation for the damage caused by the acts or default of the Tenant or those of the Tenant's visitors.

## 8. [TERMINATION]

- 8.1 The Landlord may at any time to end this Agreement by giving the Tenant written notice on the last day of a rental period of << 6 >> months 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 of << 6 >> months 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 must be served on the Landlord's agent at the following address:  
<< >>  
<< >>  
<< >>.
- 9.2 [If the Tenant serves a notice on the Landlord he must also send a copy to the Landlord's agent at the following address:  
<< >>  
<< >>  
<< >>.]
- 9.3 The Landlord must not refuse to accept a notice served on 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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