

AGREEMENT dated the << >>

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

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

Property: The bedsit known as <<bedsit>> at:

<<Address>>

<<Address>>

<<Address>>

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

House: The house and garden <<address of house>>

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 shall continue as a contractual periodic tenancy. The period of the periodic tenancy will be the same as 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") << >> day of every month. [The rent is inclusive of Council Tax].

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, including corridors, staircase and lift (if any) for residential purposes only.
- 1.3 The Tenant may use the Property, including bedrooms, living rooms, kitchens, living rooms, outdoor areas and gardens, for residential purposes only, as are designated by the Landlord in accordance with the applicable regulations made by the Local Authority.
- 1.4 It is a condition of the tenancy that the occupants of the Property maintain the Property in good repair and condition 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 or another person to do such act or thing shall be deemed to be a covenant.
- 2.2 Whenever there is a dispute between the Landlord or the Tenant their obligations shall be deemed to be against all of them jointly and severally.

- 2.3 The Landlord and Tenant (Commercial) (Enforcement of the Contracts (Rights of Third Parties) Act 1999.
- 2.4 An obligation in this Agreement to pay Value Added Tax in accordance with the law in force at the time when the obligation arises includes an obligation to pay any such tax as may be payable in accordance with the law in force at the time when the obligation arises (whether or not the law in force at the time when the obligation arises is a reference to it as it is in force, amended, extended, or re-enacted).
- 2.5 A reference to a statute in this Agreement is a reference to it as it is in force for the time being.

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 approved by the relevant authority under that Act.
- 3.3 The Deposit is paid in full in accordance with the performance of the Tenant's obligations under this Agreement. The Landlord must use the Deposit to compensate themselves for the reasonable costs incurred by the Landlord in the performance of the Tenant's 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 the information 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).
- 3.6 The Landlord and Tenant must ensure that the interest (if any) accrued on the Deposit shall be paid to the Tenant at the end of the tenancy.
- 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 to retain all or part of the Deposit.
- 3.8 The Landlord shall ensure that the Deposit is repaid within 20 working days of the end of the tenancy either that the Deposit is to be repaid in the sum of the original amount or that the Landlord and Tenant or that the Landlord and Tenant or that the Landlord and Tenant 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 (electricity, gas, water, sewerage) services to the Property during the tenancy for the use of any telephone, internet services and cable services at the Property and for any necessary the sums demanded by the Landlord.

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ll be apportioned according to the duration of the covered by this sub-clause include standing ar charges and Value Added Tax as well as any made for actual consumption.

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

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

4.1.6 licence fee in respect of any television set at the

4.1.7 any television, receiver, video equipment, cable o arrange for its return to the hirer at the end of

4.1.8 on (as notified by the Landlord) of all charges in of electricity, gas, water (including sewerage), d, other communications services and cable al areas of the House during the tenancy.

4.1.9 reasonable costs of replacing a key or security Property upon receipt of written evidence of the andlord.

4.2 **Repair and maintenance of the Property and contents**

4.2.1 a reasonable and careful manner and not allow o keep the interior of the Property in good and t for fair wear and tear).

4.2.2 damage caused to the Property (including the d fittings) or to any other property owned by the

ne obligations set out in this Agreement;

se by or negligence of the Tenant or any person with the Tenant's permission.

4.2.3 ord's obligations in clause 7 to keep the items tory clean and in the same condition as at the tenancy (except for fair wear and tear).

4.2.4 d'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 erving the Property.

4.2.5 heated to a reasonable level during the winter mage to the Property or the water pipes, drains, oing apparatus by cold weather (so far as this is e Tenant).

4.2.6 carbon monoxide alarms at the Property every batteries in each alarm when necessary and to oblems with the alarms to the Landlord as soon

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4.2.7 The Tenant shall replace light bulbs, batteries and electrical fuses within the Property if they are defective.

4.2.8 The Tenant shall give written notice of any damage, destruction, loss or deterioration of the Property or the House or their contents howsoever caused which comes to the attention of the Tenant.

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

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 pests 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. If the Tenant, his family or visitors have caused the damage, the Tenant shall be liable for the cost of replacement.

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 not make any alteration to the layout of the garden or to the structure of the Property, shrubs, plants or turf.

4.2.14 The Tenant shall not permit the Landlord to remove from the Property any items included in the Inventory otherwise than for necessary repairs. If the Tenant gives written notice shall be given to the Landlord).

4.3 Access

4.3.1 The Tenant shall permit the Landlord or the owner of the House or their respective agents, or their written authority together with any workmen or tradesmen, to enter the Property at reasonable times of the day to inspect the 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 obstruct any such persons.

4.3.2 The Tenant shall permit the Landlord or anyone with his written authority to enter the Property at any time and without notice.

4.3.3 The Tenant shall permit the Landlord and/or his agent to view the Property with prospective tenants or agents at any reasonable times of the day and subject to reasonable notice (in writing).

4.3.4 The Tenant shall permit the Landlord and/or his agent access to inspect the Property at quarterly intervals throughout the tenancy and at the end of the tenancy.

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 provided that the Tenant shall not use the Property for any business at the Property [after obtaining the Landlord's consent].

- 4.4.2 means a business of a kind which might reasonably be expected to be carried on in the Property but does not include:
- 4.4.2.1 a business which involves the supply of alcohol for consumption on the Premises which form all or part of the Property; or
 - 4.4.2.2 a business of a kind mentioned in regulations made under section 11 of the Landlord and Tenant Act 1954.
- 4.4.3 the Tenant shall not use the Property which may be a nuisance to or cause annoyance to the Landlord or the tenants or other persons occupying the Property.
- 4.4.4 the Tenant shall not use the Property for any illegal or immoral purposes.
- 4.4.5 the Tenant shall not use the Property in a way which contravenes a restriction imposed by the Landlord's freehold (or superior leasehold) title which the Landlord has brought to the Tenant's attention.
- 4.4.6 the Tenant shall not store or deposit any dangerous or inflammable substance to or on the Property apart from those needed for general domestic use.
- 4.4.7 the Tenant shall not display any notice or advertisement that is visible from outside the Property.
- 4.4.8 the Tenant shall not keep on the Property any animal or bird or domestic pet without the Landlord's written consent.
- 4.4.9 the Tenant shall not leave the Property unoccupied for more than 21 consecutive days without notice to the Landlord.
- 4.4.10 the Tenant shall not use the Property.
- 4.4.11 the Tenant shall not be subject to planning conditions affecting the Property which the Landlord has brought to the Tenant's attention.
- 4.4.12 the Tenant shall not seek or obtain any planning permission in respect of the Property.
- 4.4.13 the Tenant shall not let the Property or any part of the Property and not permit any person to share occupation of the Property or any part of the Property.
- 4.4.14 the Tenant shall not offer or agree to occupy the Property as a lodger.
- 4.4.15 the Tenant shall not be subject to the checks required to satisfy the "right to rent" provisions of the Immigration Act 2014 in relation to any sub-tenant or licensee of the Property or the Tenant grants, whether authorised by the Landlord or not.
- 4.4.16 the Tenant shall not do anything which may make void or voidable any policy of insurance covering the House or the Property or the contents (details of which the Landlord has provided to the Tenant).
- 4.4.17 the Tenant shall not remove the keys and/or security device to access the Property.
- 4.4.18 the Tenant shall not make any duplicate keys to the House or the Property or remove or add any new locks to the House or the Property.
- 4.4.19 the Tenant shall not 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.

4.4.2 The Tenant shall not affix anything to the walls or damage the floors, or the structure of the House or the Property and not to alter or modify the electrical wiring, plumbing or gas installation at the House.

4.4.2 The Tenant shall not install or affix to the House or the Property any satellite television aerial without the prior consent in writing of the Landlord.

4.4.2 The Tenant shall not hangings, place any items or hang any washing in or on the exterior of the House.

4.4.2 The Tenant shall observe the house rules which the Landlord or its agents may from time to time make in the interests of good management of the Property.

4.5 **Notice**

4.5.1 The Landlord shall, on receipt of any 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 is reasonably required to do so by the Landlord.

4.5.2 The Tenant shall, on receipt, any post or other communication to the Property, addressed to them, deliver it to the Landlord.

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

4.5.4 The Tenant shall provide the Landlord such proof of their continued "right to rent" as is reasonably required by the Landlord from time to time.

4.5.5 The Tenant shall promptly if the immigration status of any adult occupier of the Property changes such that the "right to rent" is lost.

4.6 **End of Tenancy**

4.6.1 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 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 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 enforce the terms of this Agreement by the Tenant and to enforce the terms of this Agreement by the Tenant.

5. **LATE PAYMENT**

If any Rent shall be in arrears for 14 days after the same shall have become due (whether demanded or not), interest at 3% above the Bank of England base rate shall be payable.

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able by the Tenant.

6. FORFEITURE

If the Rent is not paid when it is due, or if there has been a breach of any of the Tenant's obligations in this Agreement, or if the Tenant has committed a breach of any of the Landlord's obligations in this Agreement, the Landlord may forfeit the tenancy (i.e. bring it to an end) and the Tenant shall be liable to pay the Landlord will

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(Note: This clause is subject to the provisions of the Housing Act 1977. The Landlord cannot make an order for possession of the Property or evict a Tenant without a court having first

rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot make an order for possession of the Property or evict a Tenant without a court having first

The Landlord may not evict the Tenant from the Property by giving the Tenant notice in writing of his intention to do so (even after the Term of this Agreement has expired) and the Tenant may not be evicted from the Property before the end of the Term unless one of the following reasons is proved (being grounds set out in Schedule 2 to the Housing Act 1977):

The Landlord may not evict the Tenant from the Property by giving the Tenant notice in writing of his intention to do so (even after the Term of this Agreement has expired) and the Tenant may not be evicted from the Property before the end of the Term unless one of the following reasons is proved (being grounds set out in Schedule 2 to the Housing Act 1977):

Ground 2: that the Tenant has failed to pay the rent due to the Landlord in respect of the tenancy and the Landlord has been unable to recover the same from the Tenant.

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Ground 7: that the Tenant has failed to pay the rent due to the Landlord in respect of the tenancy and the Landlord has been unable to recover the same from the Tenant.

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Ground 7A: that the Tenant has failed to pay the rent due to the Landlord in respect of the tenancy and the Landlord has been unable to recover the same from the Tenant.

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Ground 7B: that the Tenant has failed to pay the rent due to the Landlord in respect of the tenancy and the Landlord has been unable to recover the same from the Tenant.

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Ground 8: that the Tenant has failed to pay the rent due to the Landlord in respect of the tenancy and the Landlord has been unable to recover the same from the Tenant.

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Ground 10: that the Tenant has failed to pay the rent due to the Landlord in respect of the tenancy and the Landlord has been unable to recover the same from the Tenant.

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Ground 11: that the Tenant has failed to pay the rent due to the Landlord in respect of the tenancy and the Landlord has been unable to recover the same from the Tenant.

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Ground 12: that the Tenant has failed to pay the rent due to the Landlord in respect of the tenancy and the Landlord has been unable to recover the same from the Tenant.

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Ground 13: that the Tenant has failed to pay the rent due to the Landlord in respect of the tenancy and the Landlord has been unable to recover the same from the Tenant.

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Ground 14: that the Tenant has failed to pay the rent due to the Landlord in respect of the tenancy and the Landlord has been unable to recover the same from the Tenant.

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Ground 15: that the Tenant has failed to pay the rent due to the Landlord in respect of the tenancy and the Landlord has been unable to recover the same from the Tenant.

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Ground 17: that the Tenant has failed to pay the rent due to the Landlord in respect of the tenancy and the Landlord has been unable to recover the same from the Tenant.

Ground 17: that the Tenant has failed to pay the rent due to the Landlord in respect of the tenancy and the Landlord has been unable to recover the same from the Tenant.

7. THE LANDLORD'S OBLIGATIONS

The Landlord shall

7.1 That the Landlord shall

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7.2 To repair the Property and the interior of the Property and the exterior of the Property including drains, gutters and eaves.

Rent payable for any period during which the Property is uninhabitable provided that the Property has not been rendered uninhabitable by the wilful destruction or negligence of the Tenant.

7.3 To repair the exterior of the Property including drains, gutters and eaves.

7.4 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.

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

7.6 That the Landlord is not obliged to repair damage to the Property where the damage is caused by the Tenant or any visitors or where the cost of repairs under any insurance policy maintained by the Landlord is not met. This exception will not apply if the Landlord is obliged to repair the damage because of the Tenant's acts or default or the negligence of the Tenant or any visitors.

8. [TERMINATION]

8.1 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 date of the notice.

8.2 The Landlord must give the Tenant 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 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:

<< 2 >>
<< 2 >>
<< 2 >>

9.2 [If the Tenant is a company or other body corporate, they must also send a copy to the following address:

<< 2 >>
<< 2 >>
<< 2 >>

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)

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