

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 as 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") payable in advance on the << >> day of every month of the tenancy. The rent is inclusive of the Landlord's cleaning costs.

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

- 2.3 The Landlord and Tenant (Covenants) Act 1995 shall apply to this Agreement so that this Agreement should be enforceable by any Party in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 2.4 An obligation in this Agreement to pay any sum shall include an obligation to pay any sum due in respect of Value Added Tax in accordance with the provisions of the Value Added Tax Act 1994.
- 2.5 A reference to a statute or statutory instrument in force for the time being is a reference to it as it is in force for the time being, as amended, extended, or re-enacted).

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 Housing Act 2004.
- 3.3 The Deposit is paid in full in this Agreement. The Landlord shall use the Deposit for the reasonable discharge of the Tenant's obligations under the Agreement. The Landlord shall use the Deposit to compensate themselves for 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 prescribed information within 30 days of the Deposit being received. The Landlord has provided the Tenant with the prescribed information in accordance with 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 jointly and severally liable for any interest (if any) accrued on the Deposit.
- 3.7 The Landlord shall repay the Deposit to the Tenant within 10 working days of the tenancy ending if the Landlord is not liable for the Deposit.
- 3.8 The Landlord shall repay the Deposit to the Tenant within 20 working days of the tenancy ending if the Landlord is not liable for the Deposit. The Landlord shall repay the Deposit to the Tenant within 20 working days of the tenancy ending if the Landlord is not liable for the Deposit.

4. THE TENANT'S COVENANTS

The Tenant agrees with the Landlord that:

4.1 Rent and other payments

- 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 Not to charge the Landlord for any services, service providers or metering equipment used by the Tenant at the Property.
- 4.1.3 Not to change the use of the Property (s) allocated to the Property at the date of this Agreement.

4.1.4 in relation to telephone, broadband and other services provided exclusively to the Property during

4.1.5 licence fee in respect of any television set at the

4.1.6 of any television, receiver, video equipment, cable or satellite dish to arrange for its return to the hirer at the end of

4.1.7 the reasonable costs of replacing a key or security device to the Property upon receipt of written evidence of the loss to the landlord.

4.2 **Repairs to the Property and contents**

4.2.1 The Tenant shall use the Property in a reasonable and careful manner and not allow anything to be done to or on the Property which would damage or keep the interior of the Property in good and sound condition (except for fair wear and tear).

4.2.2 The Tenant shall be liable for any damage caused to the Property (including the fixtures and fittings) or to any other property owned by the Landlord.

4.2.3 The Tenant shall be liable for the obligations set out in this Agreement;

4.2.4 The Tenant shall be liable for any damage caused by or negligence of the Tenant or any person acting on behalf of the Tenant or with the Tenant's permission.

4.2.3 The Tenant shall be liable for the Landlord's obligations in clause 7 to keep the items in the Property clean and in the same condition as at the start of the tenancy (except for fair wear and tear).

4.2.4 The Tenant shall be liable for the Landlord's obligations in clause 7 to ensure that all taps, sinks, showers, WCs, cisterns, domestic water heaters and radiators, together with drains, gullies downpipes and gutters in or on the Property are kept clean and open and not to be blocked or damaged. The pipes, wires, conduit fittings or appliances serving the Property.

4.2.5 The Tenant shall ensure that the Property is heated to a reasonable level during the winter months to prevent damage to the Property or the water pipes, drains or heating apparatus by cold weather (so far as this is within the control of the Tenant).

4.2.6 The Tenant shall ensure that carbon monoxide alarms at the Property every year and replace the batteries in each alarm when necessary and to report any problems with the alarms to the Landlord as soon as possible.

4.2.7 The Tenant shall ensure that light bulbs, batteries and electrical fuses within the Property are replaced as soon as they become defective.

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

4.2.9 The Tenant shall ensure that all linen (if any) is freshly laundered and have cleaned to a professional standard all carpets, duvets, carpets, upholstery, curtains and other contents listed in the Inventory and to have the carpets cleaned to a professional standard.

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at least once in every twelve months throughout

4.2.1 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 the Property.

4.2.1 The Landlord shall repair 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.

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

4.2.1 The Landlord shall not interfere with the operation to the layout of the garden or to the shrubs, plants or turf.

4.2.1 The Landlord shall consent to the removal of the Landlord to remove from the Property any item included in the Inventory otherwise than for necessary repairs (written notice shall be given to the Landlord).

4.3 Access

4.3.1 The Landlord or the owner of the House or their respective agents shall have the right, with 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 (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 Landlord shall have the right to allow the Landlord or anyone with his written authority to enter the Property at any time and without notice.

4.3.3 The Landlord shall have the right of access to allow the Landlord and/or his agent to view the Property with prospective tenants or to show the Property to prospective tenants at any time of the day and subject to reasonable notice (in writing).

4.3.4 The Landlord shall have the right to allow the Landlord and/or his agent access to inspect the Property at quarterly intervals throughout the tenancy and at any other time during 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 The Tenant shall not use the Property for any business of a kind which might reasonably be expected to cause annoyance to the Landlord but does not include:

(a) any business which involves the supply of alcohol for consumption on the premises which form all or part of the Property; or
(b) any business of a kind mentioned in regulations made under the Landlord and Tenant Act 1954.

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- 4.4.3 on the Property which may be a nuisance to or annoyance to the Landlord or the tenants or other property.
- 4.4.4 for any illegal or immoral purposes.
- 4.4.5 the Property in a way which contravenes a restriction on the Landlord's freehold (or superior leasehold) title which the Landlord has brought to the Tenant's attention.
- 4.4.6 not store or deposit any dangerous or inflammable substance to or on the Property apart from those needed for general household use.
- 4.4.7 not display any notice or advertisement that is visible from outside the Property.
- 4.4.8 not keep on the Property any animal or bird or domestic pet without the Landlord's written consent.
- 4.4.9 not leave the Property unoccupied for more than 21 consecutive days without notice to the Landlord.
- 4.4.1 not use the Property.
- 4.4.1 not contravene any planning conditions affecting the Property which the Landlord has brought to the Tenant's attention.
- 4.4.1 not seek or obtain any planning permission in respect of the Property.
- 4.4.1 not let the Property or any part of the Property and not allow any person to share occupation of the Property or any part of the Property.
- 4.4.1 not allow any person to occupy the Property as a lodger.
- 4.4.1 not fail to provide the checks required to satisfy the "right to rent" under the Immigration Act 2014 in relation to any sub-tenant or Tenant grants, whether authorised by the Landlord or not.
- 4.4.1 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 have been provided to the Tenant).
- 4.4.1 not fail to provide the keys and/or security device to access the Property.
- 4.4.1 not make any duplicate keys to the House or the Property or remove or add any new locks to the House or the Property.
- 4.4.1 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 not affix anything to the walls or damage the floors or the structure of the House or the Property and not to alter or tamper with any wiring, plumbing or gas installation at the House.
- 4.4.2 not hang or affix to the House or the Property any satellite dish or television aerial without the prior consent in writing of the Landlord.

4.4.2 Tenants shall not, without the prior written consent of the Landlord, place any items or hang any washing in or on the exterior of the House.

4.4.2 Tenants shall comply with 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 **Notices**

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 of any notice, direction or order affecting or relating to the Property, addressed to them, comply with such checks and requirements as are reasonably required by the Landlord, within 7 days of receipt, any post or other communication to the Property, addressed to them.

4.5.3 The Tenant shall, on receipt of any notice, direction or order affecting or relating to the Property, comply with such checks and requirements as are reasonably required by the Landlord, within 7 days of receipt, any post or other communication to the Property, addressed to them.

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4.5.5 The Tenant shall, on receipt of any notice, direction or order affecting or relating to the Property, comply with such checks and requirements as are reasonably required by the Landlord, within 7 days of receipt, any post or other communication to the Property, addressed to them.

4.6 **End of Tenancy**

4.6.1 The Tenant shall, on receipt of any notice, direction or order affecting or relating to the Property, comply with such checks and requirements as are reasonably required by the Landlord, within 7 days of receipt, any post or other communication to the Property, addressed to them.

4.6.2 The Tenant shall, on receipt of any notice, direction or order affecting or relating to the Property, comply with such checks and requirements as are reasonably required by the Landlord, within 7 days of receipt, any post or other communication to the Property, addressed to them.

4.6.3 The Tenant shall, on receipt of any notice, direction or order affecting or relating to the Property, comply with such checks and requirements as are reasonably required by the Landlord, within 7 days of receipt, any post or other communication to the Property, addressed to them.

4.7 **Landlord's Obligations**

To pay the costs and expenses incurred by the Landlord, to remedy any breach of the terms of this Agreement by the Tenant and to enforce the terms of this Agreement.

5. **LATE PAYMENT**

If any Rent is not paid by the Tenant within 14 days after the same is due, the Tenant shall be in arrears for 14 days after the same is due, and shall be liable to pay interest at 3% above the Bank of England base rate (whether formally demanded or not), payable by the Tenant.

6. **FORFEITURE**

If the Rent is not paid by the Tenant within 14 days after the same is due, the Tenant shall be in arrears for 14 days after the same is due, and shall be liable to pay interest at 3% above the Bank of England base rate (whether formally demanded or not), payable by the Tenant.

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an end) and
Landlord will

(Note: This clause
Act 1977. The
made an order

The Landlord
writing of his
expired) and
Property before
set out in Schedule

Ground 2: that
tenancy and the

Ground 7: that
have been paid

Ground 7A: that

Ground 7B: that
as a result of

Ground 8: that
proceedings for
weeks' rent unpaid
unpaid if rent
arrear if rent
arrear if rent

Ground 10: that
landlord's intention
begun.

Ground 11: that

Ground 12: that

Ground 13: that
the behaviour

Ground 14: that
conduct which
convicted of
committed an

Ground 15: that
by the tenant

Ground 17: that
knowingly or

7. THE LANDLORD

The Landlord

7.1 That
tenancy
under

7.2 To repair
Property
been

7.3 To pay

7.4 To provide

The Landlord may forfeit the tenancy (i.e., bring it to
the Property. The other rights and remedies of the

rights of the Tenant under the Protection from Eviction
Property or evict a Tenant without a court having first

ant from the Property by giving the Tenant notice in
sion order (even after the Term of this Agreement has
r. The court will only order the Tenant to leave the
one of the following reasons is proved (being grounds
1988):

a mortgage or charge granted before the start of the
ceise a power of sale requiring vacant possession.

is rights and obligations under the tenancy agreement

esiding at the Property commits anti-social behaviour.

nts or occupiers in the Property have no 'right to rent'

ce of notice of the landlord's intention to commence
time of the court hearing there is (a) at least eight
e weekly or fortnightly, (b) at least two months' rent
least one quarter's rent more than three months in
at least three months' rent more than three months in

standing both at the date of service of notice of the
eedings and on the date on which proceedings are

ly delayed paying rent.

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
roperty.

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

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
he wilful destruction or negligence of the Tenant.

g to the House and the Property.

ower and hot and cold water to the Property.

- 7.5 To have the interior of the House cleaned on a weekly basis.
- 7.6 To repair and maintain the exterior of the Property including drains, gutters and eaves.
- 7.7 To repair and maintain in working order the apparatus in the Property for the supply of gas, electricity and all sanitary apparatus and the central heating system.
- 7.8 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.
- 7.9 That the Landlord shall be obliged to repair damage to the Property where the cost of repairs under any insurance policy maintained by the Landlord is met, but that this exception will not apply if the Landlord is not liable to proceed because of the Tenant's acts or default or the negligence of the Tenant or his family or visitors.

8. [TERMINATION]

- 8.1 The Tenant shall 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 shall 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 >> 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.
- 9.2 [If the Tenant is to serve a notice on the Landlord, they must also send a copy to the following address:
- << 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.
- 9.3 The Landlord shall give the Tenant 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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