

**AGREEMENT** dated the << >>

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

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

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

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

**Block:** The building and ground <<Description 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 Tenant may continue as a contractual periodic tenancy. The period of the periodic tenancy will be the same as the period of the fixed term. The Tenant or the Landlord 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. OUT-OF-SEASON HOLIDAY LETTING

- 1.1 The Landlord lets the Property for the Term at the Rent.
- 1.2 The Tenant may use the Property for the purpose of << >> corridors staircase and lift (if any)
- 1.3 The Landlord hereby gives notice that this is an out-of-season letting of a property within the period of twelve months ending with the beginning of the contract. The Landlord agrees to recover possession of the Property under ground << >> Housing Act 1988.
- 1.4 It is a condition of the letting 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 Landlord or the Tenant includes an obligation on the other to do an act or thing or to refrain from doing such act or thing.
- 2.2 Whenever there is more than one Landlord or Tenant their obligations under this Agreement shall be joint and several against all of them jointly and severally.
- 2.3 The Landlord and the Tenant agree that this Agreement should be



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4.1.4 Not to change or remove any providers or metering equipment without the written consent of the Landlord.

4.1.5 Not to change or remove any (s) allocated to the Property at the date of this Agreement.

4.1.6 To pay the telephone bill in respect of any television set at the Property.

4.1.7 If the Tenant has any radio, receiver, video equipment, cable or other electronic equipment, it shall return to the hirer at the end of the tenancy.

4.1.8 *If the Property is let furnished*  
[To pay the costs of replacing a key or security device to access the Property upon receipt of written evidence of the costs incurred]

OR

*If the Property is let unfurnished*  
[To pay the costs of replacing, changing, adding or removing a key or security device to access the Property upon receipt of written evidence of the costs incurred by the Landlord].

## 4.2 Repair and maintenance and contents

4.2.1 To use the Property in a reasonable and careful manner and not allow it to deteriorate or become dirty or in a state of disrepair (other than fair wear and tear).

4.2.2 To make good any damage to the Property (including the contents) caused by the Tenant or any other property owned by the Tenant.

a) any damage to the contents set out in this Agreement;

b) any damage to the contents in the presence of the Tenant or any person other than the Tenant without the Tenant's permission.

4.2.3 Subject to the terms specified in clause 7 to keep the items in the same condition as at the commencement of the tenancy (except for fair wear and tear).

4.2.4 Subject to the terms specified in clause 7 to ensure that all taps, sinks, 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 within or outside the Property.

4.2.5 To keep the Property at a reasonable level during the winter months to prevent freezing of the property or the water pipes, drains, tanks and other fittings 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 fault to the Landlord as soon as possible.

4.2.7 To replace any defective electrical fuses which become defective.

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4.2.8 To give the Landlord notice of any damage, destruction, loss or contents howsoever caused as soon as it comes to the Tenant's attention.

4.2.9 At the end of the tenancy the Tenant shall ensure that all linen (if any) is freshly laundered and that all carpets, bedspreads, curtains, upholstery, and other articles set out in the Property are returned to a professional standard all articles set out in the Property shall be returned to a professional standard and the carpets shall be cleaned to a professional standard every twelve months throughout the tenancy.

4.2.10 To give notice to the Local Health Authority or other sanitary authority if disinfection or fumigation is required as a consequence of the occurrence of any infestation of rats, mice, fleas, or 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 has been caused by the Tenant or his family or visitors have caused the damage or broken glass.

4.2.12 To place all rubbish in a proper receptacle and to ensure that rubbish is removed from the Property to the local authority.

4.2.13 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 the garden.

4.2.14 Not without the Landlord's written consent to remove from the Property any of the items of furniture or fittings or to carry out any repairs (in which case the Landlord shall be given to the Landlord).

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

4.3.1 To allow the Landlord or his agents or any other person authorised by the Landlord to enter the Property at reasonable times of the day to inspect the Property and to carry out any repairs or to carry out any work which the Landlord has given reasonable notice (with the exception of emergency repairs) beforehand and not to interfere with the Tenant's peaceful enjoyment of the Property.

4.3.2 In cases of emergency the Landlord or the owner of the Block or anyone authorised by the Landlord may enter the Property at any time and without notice.

4.3.3 During the tenancy the Landlord or his agent may enter the Property to allow the Landlord and/or his agent to enter the Property with prospective tenants or to show the Property to prospective tenants on any day and subject to reasonable notice (usual notice).

4.3.4 To allow the Landlord or his agent access to inspect the Property at any time and subject to reasonable notice (usual notice) throughout the tenancy and in the final month of the tenancy.

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

4.4.1 To use the Property for the purpose of the business only and not to carry on any other business or to use the Property for any other purpose provided that the Tenant shall not use the Property for any other purpose [after obtaining the Landlord's written consent].

- 4.4.2 A home business may be carried on the Property
- a) a business which is carried on licensed premises
  - b) any business as mentioned in section 10(1) of the Landlord and Tenant Act 1954.
- 4.4.3 Not to do anything which may cause damage to the Property or the occupants of the Property
- 4.4.4 Not to use the Property for immoral purposes.
- 4.4.5 Not to use the Property in a way which contravenes a restriction (including a restriction of (superior leasehold) title which the Landlord has given his attention.
- 4.4.6 Not to cause or allow to be collected in or on the Property any dangerous or inflammable substance to the extent that it is not from those needed for general domestic use.
- 4.4.7 Not to display anything on the Property which is visible from outside the Property.
- 4.4.8 Not to keep any animal or bird or domestic pet without the Landlord's consent.
- 4.4.9 Not to leave the Property for more than 21 consecutive days without the Landlord's consent.
- 4.4.10 Not to smoke on the Property.
- 4.4.11 To comply with any regulations affecting the Property which the Landlord has given his attention.
- 4.4.12 Not to apply for any licence in respect of the Property.
- 4.4.13 Not to assign the Property or any part of the Property and not to part with possession of the Property or any part of it.
- 4.4.14 Not to permit the Property to be used as a lodger.
- 4.4.15 To carry out any repairs or requirements of the Property or the contents (details of which are set out in the Schedule) whether authorised by the Landlord or not.
- 4.4.16 Not to do anything which may make void or voidable any policy of insurance of the Property or the contents (details of which are set out in the Schedule) which policy is provided to the Tenant).
- 4.4.17 To be responsible for the installation of a burglar alarm or security device to access the Property.
- 4.4.18 Not to make any alterations to the Property nor to replace or add to the fixtures, furniture and effects belonging to the Landlord.
- 4.4.19 Not to alter the appearance, structure, exterior or interior of the Property or the arrangement of the fixtures, furniture and effects belonging to the Landlord.

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4.4.20 Not to alter the walls or damage the floors, wiring, pipes and not to alter or extend any electrical wiring on the Property.

4.4.21 Not to erect on the Property any satellite dish or television aerial without the written consent in writing of the Landlord.

4.4.22 Not to leave any items or hang any washing in the common parts of the Block.

4.4.23 To comply with any request from the owner of the Block its agents or any manager of the Block may from time to time make in the management of the Block.

#### 4.5 **Notices and legal notices**

4.5.1 Within 7 days of receiving a notice being likely to be served on the Tenant to the Landlord or order unless the Landlord is satisfied that the Tenant will comply with such checks and reasonably required by the Landlord and occupiers of the Property.

4.5.2 To forward to the Landlord any items delivered to the Tenant within 7 days of receipt any post or other means of delivery.

4.5.3 Promptly on request to provide such evidence as may be reasonably required by the Landlord and occupiers of the Property.

4.5.4 Where any person claiming a "right to rent" to provide 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 who has 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 so that the Property is ready for immediate re-letting.

4.6.2 To hand over the keys to the Landlord's agent on the last day of the tenancy.

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

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

To pay all reasonable costs incurred by the Landlord to remedy any breach of this Agreement against the Tenant and to enforce the terms of this Agreement.

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

If any Rent shall without payment for [14] or [7]<sup>1</sup> days after the

<sup>1</sup> If the Property is in England, you must not charge interest if the rent is more than 14 days late (Tenant Fees Act 2019). If the Property is in Wales, you must not charge interest if the rent is more than 7 days late (The Renting Homes (Wales) Act 2020).

same shall have become payable above the Bank of England

demand or not) interest at 3% payable by the Tenant.

## 6. FORFEITURE

If the Rent is at least 21 days in arrears and there has been a substantial breach of the Tenant's obligations, the Landlord may forfeit the tenancy and the Property. The other rights of the Landlord shall remain in force.

(Note: This clause does not apply to a Tenant under the Protection from Eviction Act 1977. The Landlord cannot forfeit a Tenancy without a court having first made an order for possession of the Property.)

The Landlord can only remove the Tenant from the Property by giving the Tenant notice in writing of his intention to seek possession (if the Term of this Agreement has expired) and by obtaining a court order for possession of the Property before the expiry of the period set out in Schedule 2 to the Housing Act 1988.

Ground 8: that both at the date of the proceedings for possession and at the date of the hearing there is (a) at least eight weeks' rent unpaid where rent is payable monthly, (b) at least two months' rent unpaid if rent is payable more than monthly, (c) at least three months' rent unpaid if rent is payable quarterly, (d) at least six months' rent unpaid if rent is payable yearly.

Ground 10: that there is some other good reason for the landlord's intention to commence proceedings for possession of the Property.

Ground 11: that the tenant has failed to pay the rent.

Ground 12: that any obligation imposed by the tenancy has not been performed.

Ground 13: that the condition of the Property has deteriorated because of the behaviour of the tenant or someone living on the Property.

Ground 14: that the tenant or someone living on the Property (a) has been guilty of nuisance to neighbours or (b) has been guilty of immoral or illegal purposes or has committed an arrestable offence.

Ground 15: that the condition of the Property has deteriorated because it has been ill-treated by the tenant or someone living on the Property.

Ground 17: that the landlord has been induced to grant the tenancy by a false statement made by the tenant or someone living on the Property.

## 7. THE LANDLORD'S OBLIGATIONS

The Landlord agrees with the Tenant that:

- 7.1 That the Tenant may enjoy the Property during the tenancy without any interference from the Landlord or any person claiming under or in trust for the Landlord.
- 7.2 To return to the Tenant the Property if the Property has been made uninhabitable for any period during which the Tenant has been in possession of the Property provided that the Property has not been made uninhabitable by the action or negligence of the Tenant.
- 7.3 To repair the structure and external pipes of the Property including drains, gutters and external pipes.

demanded or not) or if there is a breach of the Tenant's obligations in this Agreement (other than a breach of an end) and recover possession of the Property. The other rights of the Landlord will remain in force.

The Landlord cannot forfeit a Tenancy under the Protection from Eviction Act 1977 without a court having first made an order for possession of the Property.

The Landlord can only remove the Tenant from the Property by giving the Tenant notice in writing of his intention to seek possession (if the Term of this Agreement has expired) and by obtaining a court order for possession of the Property before the expiry of the period set out in Schedule 2 to the Housing Act 1988.

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The Landlord agrees to repair the structure and external pipes of the Property including drains, gutters and external pipes.

- 7.4 To repair and maintain the  
supply of water, gas, electricity,  
heating and hot water
- 7.5 To comply with the requirements in 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 to be responsible for any damage to the Property where the  
Landlord can claim for such damage under any insurance policy maintained  
by the Landlord provided that such claim will not apply if the Landlord  
cannot obtain the insurance or if the damage is caused by the acts or default  
of the Tenant or those of the Tenant's family or invitees.

## 8. [TERMINATION]

- 8.1 The Landlord may at any time to end this Agreement by giving written notice at such notice must expire on the last day of a rental period or a shorter period if the notice expires sooner than << 6>> months from the start of the tenancy.
- 8.2 The Tenant may give written notice at any time to end this Agreement by giving written notice at such notice must expire on the last day of a rental period or a shorter period if the notice expires sooner than << 6>> months from the start of the tenancy.

## 9. NOTICES

- 9.1 Under section 48 of the County Courts Act 1984 the Tenant is hereby notified that notices in connection with this Agreement must be served on the Landlord by the Tenant at the Property or at the Tenant's last known 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 Property.]
- << >>  
<< >>  
<< >>.]

- 9.3 The Landlord must not require the Tenant to reside 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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