

AGREEMENT dated the << >>

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

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

Property: The house [and garden]
<<Address>>
<<Address>>
<<Address>>

together with the effects specified in the inventory signed by the parties

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") in advance 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 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 a party to do an act or thing includes an obligation not to do an act or thing which would prevent or hinder another person to do such act or thing.
- 2.2 Whenever there is an obligation on a party comprising the Landlord or the Tenant their obligation shall be enforceable against all of them jointly and severally.
- 2.3 The Landlord and Tenant agree that this Agreement should be enforceable by any person (the "Third Parties") Act 1999.
- 2.4 An obligation in this Agreement to pay Value Added Tax includes an obligation to pay the tax in accordance with the law.
- 2.5 A reference to a statute is a reference to it as it is in force for the time being (including 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 under that Act.
- 3.3 The Deposit is paid in full at the start of the performance of the Tenant's obligations under this Agreement. The Landlord must use the Deposit to compensate themselves for the reasonable cost of any damage to the Property caused 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 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, 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 Prescribed Information Order 2007 (SI 2007/1000).
- 3.6 The Landlord and Tenant shall be paid to the Tenant the interest (if any) accrued on the Deposit during the tenancy.
- 3.7 The Landlord shall repay the Deposit within 10 working days of the tenancy ending if the Landlord is not liable for any loss of or part of the Deposit.
- 3.8 The Landlord shall repay the Deposit within 20 working days of the tenancy ending if the Landlord is not liable for any loss of or part of the Deposit. If the Landlord and Tenant are in dispute as to whether the Landlord is liable for any loss of or part of the Deposit, the Deposit shall be repaid in the sum of £1,000.

4. THE TENANT'S COVENANTS

The Tenant agrees with the Landlord that:

- 4.1 **Rent, Council Tax and Rates**
- 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 to the Tenant 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 and the charges for the use of any telephone and cable services during the tenancy. Where necessary, the charges shall be apportioned between the Landlord and Tenant. The sums payable by the service provider will be borne by the Tenant. The sums payable by the service provider will be borne by the Tenant. The sums payable by the service provider will be borne by the Tenant.
- 4.1.4 Not to charge the Landlord for the provision of providers or metering equipment without the written consent of the Landlord.
- 4.1.5 Not to change the use of the Property (s) allocated to the Property at the date of this Agreement.

- 4.1.6 To pay the t... respect of any television set at the Property.
- 4.1.7 If the Tenant..., receiver, video equipment, cable its return to the hirer at the end of the tenancy.
- 4.1.8 To pay the... costs of replacing a key or security device to ac... receipt of written evidence of the costs incurred

4.2 Repair and maintenance and contents

- 4.2.1 To use the P... and careful manner and not allow it to deterior... erior of the Property in good and clean condition (and tear).
- 4.2.2 To make g... d to the Property (including the Landlord's fi... any other property owned by the Landlord thro...
 - a) any b... set out in this Agreement;
 - b) any i... gence of the Tenant or any person at the... t's permission.
- 4.2.3 Subject to t... s in clause 7 to keep the items specified in... in the same condition as at the commencement... pt for fair wear and tear).
- 4.2.4 Subject to th... in clause 7 to ensure that all taps, baths, wash... s, domestic water heaters and internal pipe... ullies, downpipes and gutters in or connected v... ept clean and open and not to damage or... es, conduit fittings or appliances within or exc... erty.
- 4.2.5 To keep the... easonable level during the winter months to p... roperty or the water pipes, drains, tanks and ot... oy cold weather.
- 4.2.6 To test all s... xide alarms at the Property every month, to ch... ach alarm when necessary and to report any fa... e alarms to the Landlord as soon as possible.
- 4.2.7 To keep all... roperty closed at all times and to report any fa... e fire doors or the door closers to the Landlord
- 4.2.8 To replace a... and electrical fuses which become defective.
- 4.2.9 To give the... f any damage, destruction, loss or happening to... contents howsoever caused as soon as it comes... nant.
- 4.2.10 At the end... e that all linen (if any) is freshly laundered a... to a professional standard all bedspreads, ... ts, upholstery, curtains and other articles set o... to have the carpets cleaned to a

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at least once in every twelve months throughout

4.2.1 The Tenant shall ensure that the Property is disinfected by 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 on the Property.

4.2.1 The Tenant shall ensure that the Property is repaired at least every 3 months and at the end of the tenancy any damaged or broken glass as soon as practicable. If the Tenant, their family or visitors have caused the damage, the Tenant shall be responsible for the cost of repair.

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

4.2.1 The Tenant shall maintain the garden and keep it free from weeds and litter and not to alter the layout of the garden or to the composition of the lawn or turf.

4.2.1 The Tenant shall ensure that the Property is kept in the condition of the Landlord to remove from the Property any items not 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 and/or their agent or anyone with Landlord's authority shall have the right to enter the Property with any workmen and necessary appliances at reasonable times of the day to inspect its condition and to carry out any necessary repairs. The Landlord shall give reasonable notice (with regard to the tenancy) beforehand and not to interfere with or obstruct the Tenant.

4.3.2 The Tenant shall agree to allow the Landlord or anyone with the Landlord's authority to enter the Property at any time and without notice.

4.3.3 The Tenant shall agree to allow the Landlord and/or their agent to view the Property with prospective tenants or agents at any reasonable times of the day and subject to reasonable notice.

4.3.4 The Landlord and/or their 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.

4.4.2 The Tenant shall not use the Property which may be a nuisance to or annoyance to the Landlord or the tenants or other adjoining property.

4.4.3 The Tenant shall not use the Property for any illegal or immoral purposes.

4.4.4 The Tenant shall not use the Property in a way which contravenes a restriction on the freehold (or superior leasehold) title which the Landlord has called to the Tenant's attention.

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4.4.5 Not to put any dangerous or inflammable substance to the Property apart from those needed for general

4.4.6 Not to put any notice or advertisement that is visible from outside

4.4.7 Not to put in the Property any soft furnishings, fixtures and fittings that do not comply with fire safety laws and regulations.

4.4.8 Not to tamper with any fire prevention and fire control equipment (including health and safety equipment) provided at or in the

4.4.9 Not to block any escape or prop open or otherwise tamper with any door or window within or at the Property.

4.4.10 Not to put in the Property any animal or bird or domestic pet without the Landlord's written consent.

4.4.11 Not to leave the Property unoccupied for more than 21 consecutive days without notice to the Landlord.

4.4.12 Not to use the Property.

4.4.13 Not to do any planning conditions affecting the Property which are not brought to the Tenant's attention.

4.4.14 Not to do any work requiring permission in respect of the Property.

4.4.15 Not to let the Property or any part of the Property and not to let any person share occupation of the Property or any part

4.4.16 Not to let any person occupy the Property as a lodger.

4.4.17 Not to do any 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

4.4.18 Not to do anything which may make void or voidable any policy of insurance of the Property or on the contents (details of which policy is provided to the Tenant).

4.4.19 Not to remove the keys and/or security device to access the

4.4.20 Not to make any duplicate keys to the Property nor to let any person have access to the Property.

4.4.21 Not to interfere with the appearance, structure, exterior or the arrangement of the fixtures, furniture or fittings of the Property or the Landlord.

4.4.22 Not to affix anything to the walls or damage the floors, or the structure of the Property and not to alter or extend any gas or gas installation on the Property.

4.4.23 Not to put in or affix to the Property any satellite dish or any other equipment without the prior consent in writing of the Landlord.

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4.5 **Notice**

4.5.1 The Tenant shall, on receipt of any notice, direction or order affecting or relating to the Property, to deliver such a copy of such notice to the Landlord.

4.5.2 The Tenant shall, on receipt, within 7 days of receipt, any post or other communication directed to the Property, addressed to them.

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

4.5.4 The Tenant shall, if the Tenant is a tenant of the Property has a time-limited "right to rent" from the Landlord such proof of their continued "right to rent" as may be 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, on the termination of the Tenancy to remove the Tenant's belongings from the Property and leave the Property clean and tidy so that the Property is ready for re-occupation.

4.6.2 The Tenant shall, on the termination of the Tenancy, hand over the keys to the Landlord or the Landlord's agent on the last day of the Tenancy of the Property.

4.6.3 If the Tenant's belongings shall not have been removed from the Property by the end of the tenancy, the Landlord shall take reasonable steps to remove the Tenant's belongings. If, within [14] days from the termination of the Tenancy the Tenant's belongings have not been collected, the Landlord is entitled to remove and dispose of the goods.

4.7 **Landlord's Obligations**

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

5. **LATE PAYMENT**

If any Rent is not paid by the Tenant when due, the Tenant shall be in arrears for 14 days after the same has been formally demanded or not), interest at 3% above the Bank of England base rate shall be payable by the Tenant.

6. **FORFEITURE**

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

(Note: This clause does not override the rights of the Tenant under the Protection from Eviction Act 1977. The Landlord shall not be entitled to evict a Tenant without a court having first made an order for possession of the Property or evict a Tenant without a court having first made an order for possession of the Property.)

The Landlord shall not be entitled to evict the Tenant from the Property by giving the Tenant notice in writing of the termination of the Tenancy or by obtaining a possession order (even after the Term of this Agreement has expired).

has expired) and the
Property before the
set out in Schedule 2.

Ground 2: the tenancy and the
agreement have been
terminated.

Ground 7: the tenancy
agreement has been
terminated.

Ground 7A: the tenancy
agreement has been
terminated.

Ground 7B: the tenancy
agreement has been
terminated as a result of
the tenant's breach of the
agreement.

Ground 8: the tenancy
agreement has been
terminated as a result of
proceedings for possession
of the Property brought by
the landlord within the
last six weeks' rent unpaid
if rent is payable weekly or
fortnightly, or within the
last three months' rent
arrear if rent is payable
monthly or quarterly.

Ground 10: the tenancy
agreement has been
terminated as a result of
the landlord's intention to
repossess the Property.

Ground 11: the tenancy
agreement has been
terminated as a result of
the tenant's breach of the
agreement.

Ground 12: the tenancy
agreement has been
terminated as a result of
the tenant's breach of the
agreement.

Ground 13: the tenancy
agreement has been
terminated as a result of
the tenant's breach of the
agreement.

Ground 14: the tenancy
agreement has been
terminated as a result of
the tenant's breach of the
agreement.

Ground 15: the tenancy
agreement has been
terminated as a result of
the tenant's breach of the
agreement.

Ground 17: the tenancy
agreement has been
terminated as a result of
the tenant's breach of the
agreement.

7. THE LANDLORD'S OBLIGATIONS

7.1 The Landlord shall

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7.1.2

7.1.3

7.1.4

order. The court will only order the Tenant to leave the
Property if one of the following reasons is proved (being grounds
set out in Schedule 2 (1988)):

(a) a mortgage or charge granted before the start of the
tenancy gives the lender a power of sale requiring vacant possession.

(b) the Tenant and their rights and obligations under the tenancy
agreement have been terminated.

(c) the Tenant residing at the Property commits anti-social behaviour.

(d) the Tenant or occupiers in the Property have no 'right to rent'

(e) at the time of notice of the landlord's intention to commence
proceedings for possession there is (a) at least eight
weeks' rent unpaid if rent is payable weekly or fortnightly, (b) at least two months' rent
arrear if rent is payable monthly or quarterly, or (c) at least one quarter's rent more than three months in
arrear if rent is payable at least three months' rent more than three months in

(f) standing both at the date of service of notice of the
proceedings and on the date on which proceedings are
brought.

(g) the Tenant has been delayed paying rent.

(h) the tenancy has been broken or not performed.

(i) the Property or the common parts has deteriorated because of
the behaviour of a person living there.

(j) a person living at or visiting the property (a) has been guilty of
nuisance or annoyance to neighbours or (b) has been
guilty of using it to be used for immoral or illegal purposes or has
detracted from the locality of, the property.

(k) the furniture has deteriorated because it has been ill-treated
by the Tenant or occupiers.

(l) the Landlord has been induced to grant the tenancy by a false statement made
by the Tenant or a person acting at the tenant's instigation.

The Tenant:

shall quietly possess and enjoy the Property during the
term of the tenancy without interruption from the Landlord or any person
acting on behalf of the Landlord.

shall pay any Rent payable for any period during which
the Property has been made uninhabitable provided the Property has
been made uninhabitable by the wilful destruction or negligence of

the Landlord and exterior of the Property including drains,
pipes.

shall keep in working order the apparatus in the Property
for gas and electricity and all sanitary apparatus
including gas and hot water systems.

7.1.5 Landlord's obligations in The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 relating to the provision and carbon monoxide alarms.

7.1.6 Landlord is required to repair damage to the Property where the cost of repairs under any insurance policy provided that this exception will not apply if the Landlord obtained the insurance proceeds because of the negligence of the Tenant or those of the Tenant's family or visitors.

8. [TERMINATION]

8.1 The Landlord must give the Tenant 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 tenancy.

8.2 The Tenant must give the Landlord 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 tenancy.

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 to be served on the Landlord, 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)