

AGREEMENT dated the << >>

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

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

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

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

Block: The building and ground <<Name 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 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, unless otherwise stated in writing under this Agreement. The tenancy shall 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

1. LETTING

- 1.1 The Landlord lets and occupies the Property for the Term at the Rent.
- 1.2 The Tenant may use the Property, including the corridors, staircase, landings and lift (if any) leading to the Property, and from it. ("**Common Areas**")
- 1.3 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 the Tenant under this Agreement not to do an act or thing which would require another person to do such act or thing.
- 2.2 Whenever there is a reference in this Agreement comprising the Landlord or the Tenant their obligations 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 party under the Contracts (Rights of Third Parties) Act 1999.
- 2.4 An obligation in this Agreement to pay Value Added Tax includes an obligation to pay the tax.
- 2.5 A reference to a statute in this Agreement is a reference to it as it is in force at the time of writing.

force for the time being, and, if necessary, shall be 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 approved scheme under that Act.
- 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 the Deposit Protection 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 jointly and severally liable for any interest (if any) accrued on the Deposit during the tenancy.
- 3.7 The Landlord shall return the Deposit within 10 working days of the tenancy ending if the Landlord is not liable for any interest on the Deposit.
- 3.8 The Landlord shall return the Deposit within 20 working days of the tenancy ending if the Landlord is liable for any interest on the Deposit. The Deposit shall be repaid in the sum of £1,000.00 if the parties are in dispute as to whether the Landlord or Tenant is liable for any interest on the Deposit.

4. THE TENANT'S COVENANTS

The Tenant agrees with the Landlord the following:

- 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 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 (including water and sewerage) services to the Property during the tenancy. This includes charges for the use of any telephone or internet service during the tenancy. Where necessary for the proper enjoyment of the Property by the service provider will be liable for the cost of the provision of the service during the tenancy. The sums payable by the Tenant shall include any standing charges or other similar charges and shall be in full as any charges which may be payable by the Tenant.
- 4.1.4 Not to charge the Landlord for the supply of providers or metering equipment without the written consent of the Landlord.

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- 4.1.5 Not to change the colour of the carpet (s) allocated to the Property at the date of this Agreement.
- 4.1.6 To pay the telephone rental in respect of any television set at the Property.
- 4.1.7 If the Tenant has any hi-fi, radio, receiver, video equipment, cable television or other electronic equipment it must return to the hirer at the end of the tenancy.
- 4.1.8 To pay the full costs of replacing a key or security device to access the Property on receipt of written evidence of the costs incurred.

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 poor condition (including but not limited to clean condition and wear and tear).
- 4.2.2 To make good any damage caused to the Property (including the Block) or any other property owned by the Landlord through the use of the Property in accordance with the provisions set out in this Agreement;
 - a) any damage caused by the negligence of the Tenant or any person acting on behalf of the Tenant without the Tenant's permission.
 - b) any damage caused to the Property in breach of the provisions set out in clause 7 to keep the items in the same condition as at the start of the tenancy (except for fair wear and tear).
- 4.2.3 Subject to the provisions set out in clause 7 to ensure that all taps, baths, wash basins, sinks, 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 be blocked, damaged or replaced without the Landlord's permission.
- 4.2.4 Subject to the provisions set out in clause 7 to ensure that all taps, baths, wash basins, sinks, 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 be blocked, damaged or replaced without the Landlord's permission.
- 4.2.5 To keep the Property in a reasonable level during the winter months to prevent the freezing of the water tanks and other fixtures.
- 4.2.6 To test all smoke and fire alarms at the Property every month, to check the batteries on each alarm when necessary and to replace the batteries on the alarms to the Landlord as soon as possible.
- 4.2.7 To keep all fire doors in the Property and the Block closed at all times and to ensure that the fire doors or the door closers are in good working order as possible.
- 4.2.8 To replace any defective light bulbs and electrical fuses which become defective.
- 4.2.9 To give the Landlord notice of any damage, destruction, loss or theft of the Tenant's contents howsoever caused as soon as it comes to the Tenant's attention.
- 4.2.10 At the end of the tenancy to ensure that all linen (if any) is freshly laundered and that all carpets, bedspreads, curtains, upholstery, curtains and other

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Inventory and to have the carpets cleaned to a standard at least once in every twelve months throughout the tenancy.

4.2.1 The Tenant shall ensure that the Property is kept in a clean and sanitary condition and shall engage a professional cleaner or 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.

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4.3 Access

4.3.1 The Tenant shall allow the Landlord or the owner of the Block or their respective agents, 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 or maintenance (provided that the Landlord has given reasonable notice of the work to be undertaken) beforehand and not to obstruct any such persons.

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4.3.2 The Tenant shall allow the Landlord or the owner of the Block or their respective agents, with their written authority to enter the Property at any time and to inspect the condition and state of repair and to carry out any repairs or maintenance (provided that the Landlord has given reasonable notice of the work to be undertaken) beforehand and not to obstruct any such persons.

4.3.3 The Tenant shall allow the Landlord and/or their agent to view the Property with prospective tenants or agents at reasonable times of the day and subject to reasonable notice (not less than 24 hours).

4.3.4 The Tenant shall allow the Landlord and/or their agent access to inspect the Property at quarterly intervals throughout the tenancy and to carry out any repairs or maintenance (provided that the Landlord has given reasonable notice of the work to be undertaken) beforehand and not to obstruct any such persons.

4.4 Use

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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 in a way which may be a nuisance to or cause 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.

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4.4.4 The Tenant shall not use 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.

- 4.4.5 Not to store or deposit any dangerous or inflammable substance to the Property apart from those needed for general household use.
- 4.4.6 Not to display any notice or advertisement that is visible from outside the Property.
- 4.4.7 Not to bring to the Property any animal or bird or domestic pet without the Landlord's written consent.
- 4.4.8 Not to leave the Property unoccupied for more than 21 consecutive days without notice to the Landlord.
- 4.4.9 Not to use the Property as a business premises.
- 4.4.10 Not to be bound by any planning conditions affecting the Property which have not been brought to the Tenant's attention.
- 4.4.11 Not to apply for any planning permission in respect of the Property.
- 4.4.12 Not to sublet the Property or any part of the Property and not to allow any person to share occupation of the Property or any part of the Property.
- 4.4.13 Not to allow any person to occupy the Property as a lodger.
- 4.4.14 Not to be bound by any immigration checks required to satisfy the "right to rent" provisions of the Immigration Act 2014 in relation to any sub-tenant or lodger the Tenant grants, whether authorised by the Landlord or not.
- 4.4.15 Not to be bound by any insurance policy which may make void or voidable any policy covering the Block or the Property or the contents (details of which have been provided to the Tenant).
- 4.4.16 Not to be bound by any security policy which requires the Tenant to provide the keys and/or security device to access the Property.
- 4.4.17 Not to make any duplicate keys to the Property nor to allow any person to have access to the keys to the Property.
- 4.4.18 Not to interfere with the appearance, structure, exterior of the Property or the arrangement of the fixtures, furniture or fittings of the Property to the Landlord.
- 4.4.19 Not to affix anything to the walls or damage the floors, ceilings or drains of the Property and not to alter or extend any plumbing or gas installation on the Property.
- 4.4.20 Not to install or affix to the Property any satellite dish or antenna without the prior consent in writing of the Landlord.
- 4.4.21 Not to hang any items, place any items or hang any washing in any part of the Block.
- 4.4.22 Not to use any soft furnishings, fixtures and fittings in the Property which do not comply with fire safety laws and regulations.
- 4.4.23 Not to interfere or tamper with any fire prevention and fire control equipment (including fire alarm and safety equipment) provided at or in the Property by the Landlord or by the owner of the Block.
- 4.4.24 Not to tamper with any fire escape or prop open or otherwise tamper with any fire door within or at the Property and the Block.

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4.4.2 ... in or at the Property and the Block any bicycles, other items so as to block any of the Common designated store as may be determined by the (the Block from time to time).

4.4.2 ... regulations which the owner of the Block, its agents or company for the Block may from time to time for the good management of the Block.

4.5 **Notic**

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4.5.1 ... in receipt of any notice, direction or order affecting or relating to the Property, to deliver such a copy of such notice to the Tenant, and not to do anything as a result of the notice, except as is reasonably required to do so by the Landlord.

4.5.2 ... Landlord, within 7 days of receipt, any post or other communication to the Property, addressed to them.

4.5.3 ... by the Landlord to comply with such checks and inspections as are reasonably required by the Landlord, and the consent of all adult occupiers of the Property.

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4.5.4 ... occupier of the Property has a time-limited "right to rent" from the Landlord such proof of their continued "right to rent" as is required by the Landlord from time to time.

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

4.6 **End**

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4.6.1 ... the Landlord's authority to remove the Tenant's belongings from the Property and to leave the Property clean and tidy so that the Property is ready for re-occupation.

4.6.2 ... Landlord or the Landlord's agent on the last day of the tenancy or the last day of the occupation of the Property.

4.6.3 ... If any of 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 notify the Tenant to collect 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 **Land**

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

5. **LATE PAYM**

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

6. **FORFEITUR**

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If the Rent is not paid by the Tenant on the day it is due, or if there has been a breach of any of the Tenant's obligations in this Agreement, or

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Landlord will

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Ground 12: the

Ground 13: the
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Ground 15: the
by the tenant

Ground 17: the
knowingly or

7. THE LANDLORD'S OBLIGATIONS

7.1 The Landlord shall

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7.1.2

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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

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

Ground 1: the Property is subject to a mortgage or charge granted before the start of the
tenancy which entitles the mortgagee to exercise a power of sale requiring vacant possession.

Ground 2: the Tenant and their rights and obligations under the tenancy have been assigned to
survivors.

Ground 3: the Tenant residing at the Property commits anti-social behaviour.

Ground 4: the Tenant or other persons or occupiers in the Property have no 'right to rent'

Ground 5: the Tenant has failed to give notice of the landlord's intention to commence
proceedings for possession of the Property at the time of the court hearing there is (a) at least eight
weeks' rent unpaid if rent is paid weekly or fortnightly, (b) at least two months' rent
unpaid if rent is paid monthly, (c) at least one quarter's rent more than three months in
arrear if rent is paid quarterly or at least three months' rent more than three months in
arrear if rent is paid annually.

Ground 6: the Tenant is in arrears of rent standing both at the date of service of notice of the
proceedings and on the date on which proceedings are
begun.

Ground 9: the Tenant has failed to pay rent or has delayed paying rent.

Ground 10: the Tenant has broken or not performed the tenancy.

Ground 11: the Property or the common parts has deteriorated because of the
neglect of the Tenant or a person living there.

Ground 12: the Tenant living at or visiting the property (a) has been guilty of
nuisance or annoyance to neighbours or (b) has been
convicted of using the Property for any purpose other than as a dwelling or has
used the Property for immoral or illegal purposes or has
used the Property for any purpose other than as a dwelling in the locality of, the property.

Ground 13: the Property has deteriorated because it has been ill-treated
by the Tenant or a person living there.

Ground 14: the Tenant was not entitled to grant the tenancy by a false statement made
by the Tenant or a person acting at the tenant's instigation.

The Landlord shall

7.1.1 The Tenant shall be entitled to quietly possess and enjoy the Property during the
Term of this Agreement without interruption from the Landlord or any person
acting on behalf of the Landlord.

7.1.2 The Landlord shall not be liable to pay any Rent payable for any period during which
the Property has been rendered uninhabitable provided that the Property

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...e uninhabitable by the wilful destruction or
...ant.

7.1.3 ...e and exterior of the Property including drains,
...pes.

7.1.4 ...n in working order the apparatus in the Property
...r, gas and electricity and all sanitary apparatus
...g and hot water systems.

7.1.5 ...andlord's obligations in The Smoke and Carbon
...and) Regulations 2015 relating to the provision
...nd carbon monoxide alarms.

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

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8. [TERMINAT

8.1 The ... less than << 2 >> months prior written notice at
...any t ...ent provided that such notice must expire on the
...last d ...nd must not expire sooner than << 6>> months
...from

8.2 The ... s than << 2 >> months prior written notice at any
...time ... provided that such notice must expire on the last
...day o ... must not expire sooner than << 6>> months from
...the s

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9. NOTICES

9.1 Unde ... llord and Tenant Act 1987 the Tenant is hereby
...notifi ...g notices in proceedings) must be served on the
...Land ... following address:

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9.2 [If the ... on the Landlord, they must also send a copy to
...the L ...llowing address:

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<< >>

9.3 The L ... notice on the Tenant at the Property.

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10. JURISDICTI

This Agree ... y the law of England.

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SIGNED by

<<Name of Landlord
Landlord

SIGNED by

<<Name of Tenant(s)
Tenant(s)

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