

S

A

M

P



F

1. LETTING

1.3 It is a condition of the tenancy that the Occupiers of the Property maintain a "right to rent" as defined in the Immigration Act 2014 at all times during the Term.

2.1 Any obligation on [REDACTED] to do an act or thing includes an obligation on [REDACTED] to ensure that [REDACTED] does not do an act or thing.

| | | | |
|-----|--|--|---|
| 2.3 | The Landlord and enforceable by any Parties) Act 1999. | | that this Agreement should be of the Contracts (Rights of Third |
|-----|--|--|---|

2.5 A reference to a statute in force for the time being is a reference to it as it is in force, extended or re-enacted).

S

A

M

P

L

E

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 to the Landlord in this Agreement. The Landlord shall use the Deposit to compensate the Tenant of those obligations.
- 3.4 [The Deposit is to be held by the Landlord in accordance with an approved Tenancy Deposit Protection Scheme.] [The Deposit is to be held by the Landlord in accordance with an approved Tenancy 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 2007/1133).
- 3.6 The Landlord and Tenant shall be paid to the Tenant the interest (if any) accrued on the Deposit.
- 3.7 The Landlord shall repay the Deposit within 10 working days of the tenancy ending if the Landlord is not liable for all 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 all or part of the Deposit.

4. THE TENANT'S COVENANTS

The Tenant agrees with the Landlord that:

- 4.1 **Rent, Council Tax and Other Charges**
- 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 (water, gas, electricity, heating, sewerage) services to the Property during the tenancy. Where necessary the charges for the use of any telephone and cable services shall be apportioned between the Landlord and Tenant. The sums payable by the Tenant shall be standing charges or other similar charges and shall include any charges which may be made for additional services.
- 4.1.4 Not to charge the Landlord for the provision of providers or metering equipment to the Property.
- 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**

- 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 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.
- 4.2.4 To keep the... easonable level during the winter months to p... roperty or the water pipes, drains, tanks and ot... oy cold weather.
- 4.2.5 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.
- 4.2.6 To keep all f... roperty and the Block closed at all times and to... oblems with the fire doors or the door closers... as possible.
- 4.2.7 To replace a... and electrical fuses which become defective.
- 4.2.8 To give the... f any damage, destruction, loss or happening to... er caused as soon as it comes to the attention
- 4.2.9 To have all c... essional standard at least once in every twelve... e tenancy and at the end of the tenancy.
- 4.2.10 To give notic... per sanitary authority if disinfection or fumigatio... uence of the occurrence of any infectious o... infestation of rats, mice, fleas, insects and t

- 4.2.1 ... at least every 3 months and at the end of the ...
... any damaged or broken glass as soon as ...
... tenant, their family or visitors have caused the
- 4.2.1 ... a proper receptacle and to ensure that rubbish is ...
... or on behalf of the local authority.
- 4.2.1 ... n and keep it free from weeds and litter and not ...
... to the layout of the garden or to the composition ...
... s or turf.
- 4.3 **Access**
- 4.3.1 ... d or the owner of the Block or their respective ...
... their written authority together with any workmen ...
... ces to enter the Property at reasonable times of ...
... condition and state of repair and to carry out any ...
... provided that the Landlord has given reasonable ...
... (the work to be undertaken) beforehand and not ...
... struct any such persons.
- 4.3.2 ... y to allow the Landlord or the owner of the Block ...
... authority to enter the Property at any time and
- 4.3.3 ... ys of the tenancy to allow the Landlord and/or ...
... nd view the Property with prospective tenants or ...
... ple times of the day and subject to reasonable ...
... (s).
- 4.3.4 ... and/or their agent access to inspect the Property ...
... at quarterly intervals throughout the tenancy and ...
... e tenancy.
- 4.4 **Use**
- 4.4.1 ... as a private home only and not to carry on any ...
... siness at the Property.
- 4.4.2 ... n the Property which may be a nuisance to or ...
... annoyance to the Landlord or the tenants or ...
... ing property.
- 4.4.3 ... y for any illegal or immoral purposes.
- 4.4.4 ... erty in a way which contravenes a restriction ...
... s freehold (or superior leasehold) title which the ...
... o the Tenant's attention.
- 4.4.5 ... hit any dangerous or inflammable substance to ...
... Property apart from those needed for general
- 4.4.6 ... ice or advertisement that is visible from outside
- 4.4.7 ... perty any animal or bird or domestic pet without ...
... llord's written consent.
- 4.4.8 ... erty unoccupied for more than 21 consecutive ...
... ice to the Landlord.
- 4.4.9 ... operty.

- 4.4.1 planning conditions affecting the Property which ought to be brought to the Tenant's attention.
- 4.4.1 obtaining any permission in respect of the Property.
- 4.4.1 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 of the Property.
- 4.4.1 not to occupy the Property as a lodger.
- 4.4.1 to carry out the checks required to satisfy the "right to rent" requirements of the Immigration Act 2014 in relation to any sub-tenant that the Tenant grants, whether authorised by the Landlord or not.
- 4.4.1 not to do anything which may make void or voidable any policy of the Block or the Property (details of which policy or policies are provided to the Tenant).
- 4.4.1 to provide the keys and/or security device to access the Property.
- 4.4.1 not to make any duplicate keys to the Property nor to allow any person to have access to the keys to the Property.
- 4.4.1 not to interfere with the appearance, structure, exterior or interior of the Property or the arrangement of the fixtures belonging to the Property.
- 4.4.1 not to affix anything to the walls or damage the floors, drains or pipes of the Property and not to alter or extend the plumbing or gas installation on the Property.
- 4.4.2 not to install or affix to the Property any satellite dish or antenna without the prior consent in writing of the Landlord.
- 4.4.2 not to hang any items or place any items or hang any washing in the Common Areas of the Block.
- 4.4.2 not to place on the Property any soft furnishings, fixtures and fittings which do not comply with fire safety laws and regulations.
- 4.4.2 not to 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.
- 4.4.2 not to use any escape or prop open or otherwise tamper with any fire escape within or at the Property and the Block.
- 4.4.2 not to store on or at the Property and the Block any bicycles, motorcycles or other items so as to block any of the Common Areas or any designated store as may be determined by the Landlord from time to time).
- 4.4.2 to comply with any regulations which the owner of the Block, its agents or any company for the Block may from time to time make for the good management of the Block.

4.5 **Notice**

- 4.5.1 to accept in writing any notice, direction or order affecting or relating to the Property, to deliver such a copy of such notice

S

not to do anything as a result of the notice, except as is reasonably required to do so by the Landlord.

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

4.5.3 The Tenant shall allow 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 No occupier of the Property has a time-limited "right to rent" and 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 inform the Landlord if the immigration status of any adult occupier 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 day on which the Landlord or the Landlord's agent on the last day of the tenancy.

4.6.3 If the Tenant's belongings have not been removed from the Property by the end of the tenancy, the Landlord shall take reasonable steps to remove the belongings. 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 Obligations**

To pay the 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 is not paid by the Tenant on the day on which it is due, the Tenant shall be in arrears for 14 days after the same is 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 on the day on which it is due, the Landlord may forfeit the tenancy (i.e. bring it to an end) and the Tenant shall be liable to pay the Landlord the costs and expenses incurred by the Landlord in connection with the forfeiture of the tenancy (whether formally demanded or not), or if there is a breach of the Tenant's obligations in this Agreement, or if the Landlord may forfeit the tenancy (i.e. bring it to an end) and the Tenant shall be liable to pay the Landlord the costs and expenses incurred by the Landlord in connection with the forfeiture of the tenancy.

(Note: This clause is subject to the provisions of 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 a Tenant from the Property by giving the Tenant notice in writing of the termination of the tenancy (even after the Term of this Agreement has expired) or to evict a Tenant from the Property before the end of the Term of this Agreement unless one of the following reasons is proved (being grounds for possession of the Property):

A

M

P

L

E

set out in Schedule 1:

Ground 2: the tenancy and the agreement have been assigned to the tenant.

Ground 7: the agreement has been assigned to the tenant.

Ground 7A: the tenant residing at the Property commits anti-social behaviour.

Ground 7B: the tenant or occupiers in the Property have no 'right to rent' as a result of the tenant's immigration status.

Ground 8: the tenant has failed to pay the rent for a period of at least eight weeks' rent unpaid if rent is payable weekly or fortnightly, (b) at least two months' rent unpaid if rent is payable monthly, (c) at least one quarter's rent more than three months in arrears if rent is payable quarterly, or (d) at least three months' rent more than three months in arrears if rent is payable annually.

Ground 10: the tenant has failed to pay the rent for a period of at least eight weeks' rent unpaid if rent is payable weekly or fortnightly, (b) at least two months' rent unpaid if rent is payable monthly, (c) at least one quarter's rent more than three months in arrears if rent is payable quarterly, or (d) at least three months' rent more than three months in arrears if rent is payable annually.

Ground 11: the tenant has failed to pay the rent for a period of at least eight weeks' rent unpaid if rent is payable weekly or fortnightly, (b) at least two months' rent unpaid if rent is payable monthly, (c) at least one quarter's rent more than three months in arrears if rent is payable quarterly, or (d) at least three months' rent more than three months in arrears if rent is payable annually.

Ground 12: the tenant has failed to pay the rent for a period of at least eight weeks' rent unpaid if rent is payable weekly or fortnightly, (b) at least two months' rent unpaid if rent is payable monthly, (c) at least one quarter's rent more than three months in arrears if rent is payable quarterly, or (d) at least three months' rent more than three months in arrears if rent is payable annually.

Ground 13: the tenant has failed to pay the rent for a period of at least eight weeks' rent unpaid if rent is payable weekly or fortnightly, (b) at least two months' rent unpaid if rent is payable monthly, (c) at least one quarter's rent more than three months in arrears if rent is payable quarterly, or (d) at least three months' rent more than three months in arrears if rent is payable annually.

Ground 14: the tenant has failed to pay the rent for a period of at least eight weeks' rent unpaid if rent is payable weekly or fortnightly, (b) at least two months' rent unpaid if rent is payable monthly, (c) at least one quarter's rent more than three months in arrears if rent is payable quarterly, or (d) at least three months' rent more than three months in arrears if rent is payable annually.

Ground 15: the tenant has failed to pay the rent for a period of at least eight weeks' rent unpaid if rent is payable weekly or fortnightly, (b) at least two months' rent unpaid if rent is payable monthly, (c) at least one quarter's rent more than three months in arrears if rent is payable quarterly, or (d) at least three months' rent more than three months in arrears if rent is payable annually.

Ground 17: the tenant has failed to pay the rent for a period of at least eight weeks' rent unpaid if rent is payable weekly or fortnightly, (b) at least two months' rent unpaid if rent is payable monthly, (c) at least one quarter's rent more than three months in arrears if rent is payable quarterly, or (d) at least three months' rent more than three months in arrears if rent is payable annually.

7. THE LANDLORD'S OBLIGATIONS

The Landlord shall:

7.1 That the Landlord shall ensure that the Tenant can lawfully possess and enjoy the Property during the term of the tenancy and shall not be entitled to possession from the Landlord or any person claiming under the tenancy.

7.2 To repair the Property and to ensure that the Property is in a good state of repair and is fit for habitation throughout the term of the tenancy.

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

7.4 To repair the internal structure of the Property including the roof, walls, floors, ceiling, stairs, and any other part of the Property.

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

7.6 That the Landlord shall be responsible for the cost of repairs under any insurance policy maintained by the Landlord.

(1988):

a mortgage or charge granted before the start of the tenancy and which gives the mortgagee a power of sale requiring vacant possession.

and their rights and obligations under the tenancy agreement and the rights of the tenant's survivors.

residing at the Property commits anti-social behaviour.

tenants or occupiers in the Property have no 'right to rent' as a result of the tenant's immigration status.

ce of notice of the landlord's intention to commence proceedings there is (a) at least eight weeks' rent unpaid if rent is payable weekly or fortnightly, (b) at least two months' rent unpaid if rent is payable monthly, (c) at least one quarter's rent more than three months in arrears if rent is payable quarterly, or (d) at least three months' rent more than three months in arrears if rent is payable annually.

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

ly delayed paying rent.

ancy has been broken or not performed.

erty or the common parts has deteriorated because of the behaviour of a person living there.

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 immoral or illegal purposes or has used the property for the purpose of the prostitution of the locality of, the property.

niture has deteriorated because it has been ill-treated by the tenant or any person living at the Property.

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

by the
cannot
or the

at this exception will not apply if the Landlord
proceeds because of the Tenant's acts or default
by or 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 start of the tenancy.

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 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 serve a notice on the Landlord, they must also send a copy to the Landlord at the following address:

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

9.3 The Landlord must serve a 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)

S
A
M
P
L
E