

**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 effects specified in the inventory signed by the parties

**House:** The house and garden <<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") 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 common areas, corridors, staircase, landings and lift (if any) leading to the Property and from it. ("**Common Areas**")
- 1.3 The Tenant may use the common areas, corridors, staircase, landings and lift (if any) leading to the Property and from it. ("**Common Areas**")
- 1.4 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 Landlord or the Tenant under this Agreement not to do an act or thing which would be a breach of the law or of any other person to do such act or thing.
- 2.2 Whenever there is a dispute between the Landlord or the Tenant their obligation shall be joint and several against all of them jointly and

- 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 a sum of money includes an obligation to pay Value Added Tax in accordance with the provisions of the Finance Act 1994.
- 2.5 A reference to a statute or statutory instrument in this Agreement is a reference to it as it is in force for the time being, and includes any order, regulation, rule, scheme, bye-law, or other subordinate legislation made, 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 terms of this 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 accordance with the terms of this Agreement. The Landlord shall use the Deposit for the reasonable discharge of the Tenant's obligations under this Agreement. The Landlord shall use the Deposit to compensate themselves for 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.]
- 3.5 The Landlord has provided the Tenant with the prescribed information within 30 days of the Deposit being received by the Landlord 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 paid to the Tenant the interest (if any) accrued on the Deposit in accordance with the terms of this Agreement.
- 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.

### 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 the use of the Property for services, service providers or metering equipment without the prior written consent of the Landlord.
- 4.1.3 Not to change the use of the Property without the prior written consent of the Landlord.

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4.1.4 To pay all telephone, broadband and other communication costs exclusively to the Property during the tenancy.

4.1.5 To pay the cost of any television set at the Property.

4.1.6 If the Tenant has any television, receiver, video equipment, cable or other equipment, it must return to the hirer at the end of the tenancy.

4.1.7 To pay the cost of replacing a key or security device to accompany the receipt of written evidence of the costs incurred.

## 4.2 Repair and maintenance and contents

4.2.1 To use the Property in a careful and careful manner and not allow it to deteriorate or to be damaged (including the interior of the Property in good and clean condition and tear).

4.2.2 To make good any damage to the Property (including the Landlord's fixtures and fittings and any other property owned by the Landlord through the use of the Property).

a) any damage caused by the Tenant or any person acting on their behalf set out in this Agreement;

b) any damage caused by the Tenant or any person acting on their behalf without the permission of the Landlord.

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

4.2.4 Subject to the terms of the Agreement, the Tenant must in clause 7 to ensure that all taps, 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 be damaged or obstructed by debris, conduit fittings, or appliances or other items.

4.2.5 To keep the Property at a reasonable level during the winter months to prevent the freezing of the water pipes, tanks and other fixtures within the Property by cold weather (so far as this is reasonably practicable).

4.2.6 To test all smoke alarms at the Property every month, to check each alarm when necessary and to report any failure of the alarms to the Landlord as soon as possible.

4.2.7 To keep all fire doors and the House closed at all times and to report any damage to the fire doors and or door closers to the Landlord as soon as possible.

4.2.8 To replace any light bulbs and electrical fuses within the Property within the time specified in the Agreement.

4.2.9 To give the Landlord notice of any damage, destruction, loss or theft of the contents of the Property or their contents howsoever caused as soon as possible.

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4.2.1 The Tenant shall ensure that all linen (if any) is freshly washed and have cleaned to a professional standard all carpets, duvets, carpets, upholstery, curtains and other furnishings in the Property Inventory and to have the carpets cleaned to a professional standard at least once in every twelve months throughout the tenancy.

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4.2.1 The Tenant shall inform 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 pests in the Property.

4.2.1 The Tenant shall repair at least every 3 months and at the end of the tenancy any damaged or broken glass as soon as practicable and the Tenant, their family or visitors have caused the damage.

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

4.2.1 The Tenant shall not make any alteration to the layout of the garden or to the position of any shrubs, plants or turf.

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4.2.1 The Tenant shall permit the Landlord to remove from the Property any items listed in the Inventory otherwise than for necessary repairs and written notice shall be given to the Landlord).

#### 4.3 Access

4.3.1 The Tenant shall permit or the owner of the House 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 alterations (provided that the Landlord has given reasonable notice of the work to be undertaken) beforehand and not to obstruct or restrict any such persons.

4.3.2 The Tenant shall permit the Landlord or anyone with their written authority to enter the Property at any time and without notice.

4.3.3 The Tenant shall permit 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 (in writing).

4.3.4 The Tenant shall permit 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 of Property

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 occupants of the 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 or covenant affecting the freehold (or superior leasehold) title which the Landlord has called to the Tenant's attention.

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- 4.4.5 not permit any dangerous or inflammable substance to be stored on the Property apart from those needed for general household use.
- 4.4.6 not display any notice or advertisement that is visible from outside the Property.
- 4.4.7 not permit on the Property any animal or bird or domestic pet without the Landlord's written consent.
- 4.4.8 not leave the Property unoccupied for more than 21 consecutive days without notice to the Landlord.
- 4.4.9 not use the Property for any illegal purpose.
- 4.4.10 not be subject to any planning conditions affecting the Property which have not been brought to the Tenant's attention.
- 4.4.11 not require any special licence or permission in respect of the Property.
- 4.4.12 not sublet the Property or any part of the Property and not permit any person to share occupation of the Property or any part of the Property.
- 4.4.13 not permit any person to occupy the Property as a lodger.
- 4.4.14 not be subject to any 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 be subject to any insurance policy which may make void or voidable any policy covering the House or the Property or the contents (details of which have been provided to the Tenant).
- 4.4.16 not be responsible for the keys and/or security device to access the Property.
- 4.4.17 not be responsible for making any duplicate keys to the House or the Property or for changing or adding any new locks to the House or the Property.
- 4.4.18 not be responsible for interfering with the appearance, structure, exterior or contents of the House or the Property or the arrangement of the contents or effects belonging to the Landlord.
- 4.4.19 not be responsible for affixing anything to the walls or damage the floors, ceilings or drains of the House or the Property and not to interfere with any electrical wiring, plumbing or gas installation at the Property.
- 4.4.20 not be responsible for erecting or affixing to the House or the Property any satellite dish or television aerial without the prior consent in writing of the Landlord.
- 4.4.21 not be responsible for hanging, placing any items or hanging any washing in or on the exterior of the House.
- 4.4.22 not be responsible for placing on the Property or the House any soft furnishings, fixtures or fittings which do not comply with fire safety laws and regulations.

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4.4.2. The Tenant shall not tamper with any fire prevention and fire control (health and safety equipment) provided at or in the Property and the House.

4.4.2. The Tenant shall not tamper with or otherwise tamper with any fire escape or prop open or otherwise tamper with any fire escape at the Property and the House.

4.4.2. The Tenant shall not store on or at the Property and the House any bicycles, motor vehicles or other items so as to block any of the Common Areas or designated store as may be determined by the Landlord (from time to time).

4.4.2. The Tenant shall observe the house rules which the Landlord or its agents may from time to time issue in the interests of good management of the Property and the House.

#### 4.5 **Notice**

4.5.1. The Landlord shall, upon 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 may be reasonably required to do so by the Landlord.

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

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

4.5.4. The Tenant shall, upon receipt of any notice from the Landlord, provide 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, upon termination of the tenancy, 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, upon termination of the tenancy, vacate the Property and the Landlord or the Landlord's agent on the last day of the tenancy.

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 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 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 on or before the date when it shall have become due, the Tenant shall be in arrears for 14 days after the same has been demanded (whether or not), interest at 3% above the

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Bank of England

payable by the Tenant.

## 6. FORFEITURE

If the Rent is not paid when it is due, or if there has been a breach of any of the Tenant's obligations in this Agreement, or if the Tenant has committed a breach of any of the covenants in this Agreement, the Landlord may forfeit the tenancy (i.e. bring it to an end) and the Tenant shall be liable to pay the Landlord will

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(Note: This clause is subject to the provisions of the Protection from Eviction Act 1977. The Landlord shall not be able to make an order for possession of the Property or evict a Tenant without a court having first

rights of the Tenant under the Protection from Eviction Act 1977. The Landlord shall not be able to make an order for possession of the Property or evict a Tenant without a court having first

The Landlord shall not be able to make an order for possession of the Property or 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

ant from the Property by giving the Tenant notice in writing of the Landlord's intention to commence proceedings for possession of the Property (even after the Term of this Agreement has expired) and the Tenant shall be liable to pay the Landlord will

Ground 2: the Tenant has committed a breach of any of the covenants in this Agreement and the Landlord has a mortgage or charge granted before the start of the tenancy and the Tenant is in breach of the mortgage or charge.

a mortgage or charge granted before the start of the tenancy and the Tenant is in breach of the mortgage or charge.

Ground 7: the Tenant has committed a breach of any of the covenants in this Agreement and the Landlord has a mortgage or charge granted before the start of the tenancy and the Tenant is in breach of the mortgage or charge.

and their rights and obligations under the tenancy and the Tenant shall be liable to pay the Landlord will

Ground 7A: the Tenant has committed a breach of any of the covenants in this Agreement and the Landlord has a mortgage or charge granted before the start of the tenancy and the Tenant is in breach of the mortgage or charge.

residing at the Property commits anti-social behaviour.

Ground 7B: the Tenant has committed a breach of any of the covenants in this Agreement and the Landlord has a mortgage or charge granted before the start of the tenancy and the Tenant is in breach of the mortgage or charge.

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

Ground 8: the Tenant has committed a breach of any of the covenants in this Agreement and the Landlord has a mortgage or charge granted before the start of the tenancy and the Tenant is in breach of the mortgage or charge.

ce of notice of the landlord's intention to commence proceedings for possession of the Property (even after the Term of this Agreement has expired) and the Tenant shall be liable to pay the Landlord will

Ground 10: the Tenant has committed a breach of any of the covenants in this Agreement and the Landlord has a mortgage or charge granted before the start of the tenancy and the Tenant is in breach of the mortgage or charge.

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

Ground 11: the Tenant has committed a breach of any of the covenants in this Agreement and the Landlord has a mortgage or charge granted before the start of the tenancy and the Tenant is in breach of the mortgage or charge.

ly delayed paying rent.

Ground 12: the Tenant has committed a breach of any of the covenants in this Agreement and the Landlord has a mortgage or charge granted before the start of the tenancy and the Tenant is in breach of the mortgage or charge.

ancy has been broken or not performed.

Ground 13: the Tenant has committed a breach of any of the covenants in this Agreement and the Landlord has a mortgage or charge granted before the start of the tenancy and the Tenant is in breach of the mortgage or charge.

erty or the common parts has deteriorated because of the negligence or default of the Tenant or a person living there.

Ground 14: the Tenant has committed a breach of any of the covenants in this Agreement and the Landlord has a mortgage or charge granted before the start of the tenancy and the Tenant is in breach of the mortgage or charge.

living at or visiting the property (a) has been guilty of nuisance or annoyance to neighbours or (b) has been guilty of using the property for immoral or illegal purposes or has committed any offence in the locality of, the property.

Ground 15: the Tenant has committed a breach of any of the covenants in this Agreement and the Landlord has a mortgage or charge granted before the start of the tenancy and the Tenant is in breach of the mortgage or charge.

niture has deteriorated because it has been ill-treated by the Tenant or a person living there.

Ground 17: the Tenant has committed a breach of any of the covenants in this Agreement and the Landlord has a mortgage or charge granted before the start of the tenancy and the Tenant is in breach of the mortgage or charge.

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

## 7. THE LANDLORD'S OBLIGATIONS

The Landlord shall be liable to pay the Tenant will

- 7.1 That the Tenant shall have the right to possess and enjoy the Property during the term of the tenancy without interruption from the Landlord or any person claiming under the Landlord.
- 7.2 To receive the Property in good repair and to pay the Rent payable for any period during which the Property is uninhabitable provided that the Property has not been rendered uninhabitable by the wilful destruction or negligence of the Tenant.
- 7.3 To pay the Tenant's share of the costs of the House and the Property.
- 7.4 To provide the Tenant with power and hot and cold water to the Property.
- 7.5 To repair and maintain the exterior of the Property including drains, gutters and eaves.
- 7.6 To repair and maintain in working order the apparatus in the Property for the supply of electricity and all sanitary apparatus and the central heating system.
- 7.7 To have the interior of the House cleaned on a weekly basis.
- 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 at this exception will not apply if the Landlord proceeds because of the Tenant's acts or default or those of any visitors.

## 8. [TERMINATION]

- 8.1 The Tenant shall 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 date of the notice.
- 8.2 The Landlord shall 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 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 be served with 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 L shall 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)