

**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 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") payable in advance on the << >> day of every month during the tenancy

## 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 Property for the purposes of << >> corridors, staircase and lift (if any)
- 1.3 It is a condition of the tenancy that the Tenant and all occupants of the Property maintain the Property in good repair in accordance with the Housing Act 2014 at all times during the Term.

## 2. INTERPRETATION

- 2.1 Any obligation on the Tenant to do an act or thing includes an obligation to ensure that another person to do such act or thing.
- 2.2 Whenever there is more than one person comprising the Landlord or the Tenant their obligations shall be joint and against all of them jointly and severally.
- 2.3 The Landlord and Tenant agree that this Agreement should be enforceable by any court of competent jurisdiction of 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 appropriate amount of Value Added Tax.
- 2.5 A reference to a statute or regulation 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 shall use the Deposit to compensate themselves for the reasonable costs incurred in the performance of 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 the information received 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 2007/1013).
- 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 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 part of the Deposit. If the Landlord is liable for any part of the tenancy deposit scheme, the Landlord shall notify the Tenant in writing either that the Deposit is to be repaid by the Landlord and Tenant or that the Deposit is to be repaid by the Landlord only.

### 4. THE TENANT'S COVENANTS

The Tenant agrees with the Landlord that:

- 4.1 **Rent, Council Tax and Services**
- 4.1.1 To pay the Rent to the Landlord on the Due Date without deduction or set off and by the Landlord to the Tenant in writing by the Landlord.
- 4.1.2 To pay all Council Tax to the Landlord (if the Landlord becomes obliged to pay because the Tenant lives at the Property).
- 4.1.3 To pay to the Landlord the charges in relation to the supply of (electricity, gas, water, sewerage) services to the Property during the tenancy. Where the charges for the use of any telephone or other communication service are made by the service provider will be borne by the Tenant. The sums payable by the Tenant shall include any standing charges or other similar charges and any charges which may be made for additional services.
- 4.1.4 Not to change the Landlord's service providers or metering equipment without the written consent of the Landlord.
- 4.1.5 Not to change the Landlord's service providers (s) allocated to the Property at the start of the tenancy without the written consent of the Landlord.

S

4.1.6 Licence fee in respect of any television set at the

4.1.7 of any television, receiver, video equipment, cable  
to arrange for its return to the hirer at the end of

#### 4.2 **Repairs to the Property and contents**

4.2.1 in a reasonable and careful manner and not allow  
to keep the interior of the Property in good and

4.2.2 damage caused to the Property (including the  
and fittings) or to any other property owned by the

the obligations set out in this Agreement;  
se by or negligence of the Tenant or any person  
with the Tenant's permission.

4.2.3 Lord's obligations in clause 7 to keep the items  
tory clean and in the same condition as at the  
e tenancy and to make good or replace with  
ort and equal value such as may be lost, broken  
e option of the Landlord, to pay compensation to

4.2.4 d's obligations in clause 7 to ensure that all taps,  
WCs, cisterns, domestic water heaters and  
with drains, gullies, downpipes and gutters in or  
Property are kept clean and open and not to  
the pipes, wires, conduit fittings or appliances  
erving the Property.

4.2.5 heated to a reasonable level during the winter  
mage to the Property or the water pipes, drains  
ing apparatus by cold weather.

4.2.6 carbon monoxide alarms at the Property every  
batteries in each alarm when necessary and to  
blems with the alarms to the Landlord as soon

4.2.7 bs, batteries and electrical fuses which become

4.2.8 written notice of any damage, destruction, loss or  
erty or the contents howsoever caused as soon  
ntion of the Tenant.

4.2.9 o the Tenant written notice of any failure to carry  
n are the obligation of the Tenant under this  
ut such repairs within a reasonable period of  
or immediately in the case of an emergency  
ord or his agents and workmen shall be entitled  
o perform the said works the cost of which will be  
he Landlord upon demand.

4.2.1 ancancy to ensure that all linen (if any) is freshly  
professionally cleaned all bedspreads, blankets,

A

M

P

L

E

S

stery, curtains and other articles set out in the substituted for the same which shall be shown by tory to have been soiled during the tenancy but e carpets professionally cleaned at least once in throughout the tenancy.

4.2.1 Landlord or proper sanitary authority if disinfection red in consequence of the occurrence of any ous illness or infestation of rats, mice, fleas, on the Property and (if the problem has been t, his family or visitors) to bear the cost of any and further to pay for the cost of redecoration eplace or pay for the replacement of any articles estroyed on account of such infection, infestation

A

4.2.1 at least every 3 months and at the end of the ce any damaged or broken glass as soon as Tenant, his family or visitors have caused the

M

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.

4.2.1 nt of the Landlord to remove from the Property ied in the Inventory otherwise than for necessary ritten notice shall be given to the Landlord).

#### 4.3 Access

P

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 ovided that the Landlord has given reasonable the work to be undertaken) beforehand and not ruct 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

L

4.3.3 s of the tenancy to allow the Landlord and/or his view the Property with prospective tenants or ple times of the day and subject to reasonable s).

4.3.4 and/or his agent access to inspect the Property at quarterly intervals throughout the tenancy and e tenancy.

#### 4.4 Use

E

4.4.1 as a private home only and not to carry on any siness at the Property.

- 4.4.2 on the Property which may be a nuisance to or annoyance to the Landlord or the tenants or other property.
- 4.4.3 for any illegal or immoral purposes.
- 4.4.4 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 store or deposit any dangerous or inflammable substance to the Property apart from those needed for general household use.
- 4.4.6 display any notice or advertisement that is visible from outside the Property.
- 4.4.7 bring onto the Property any animal or bird or domestic pet without the Landlord's written consent.
- 4.4.8 leave the Property unoccupied for more than 21 consecutive days without notice to the Landlord.
- 4.4.9 use the Property for any other purpose.
- 4.4.10 contravene any planning conditions affecting the Property which the Landlord has brought to the Tenant's attention.
- 4.4.11 obtain any planning permission in respect of the Property.
- 4.4.12 let the Property or any part of the Property and not share occupation of the Property or any part of the Property with any other person.
- 4.4.13 agree to occupy the Property as a lodger.
- 4.4.14 provide the checks required to satisfy the "right to rent" under the Immigration Act 2014 in relation to any sub-tenant the Tenant grants, whether authorised by the Landlord or not.
- 4.4.15 provide any indemnity which may make void or voidable any policy of fire or theft or block or the Property or the contents (details of which the Landlord has provided to the Tenant) or which the Landlord has agreed to be payable and to repay to the Landlord all sums from time to time paid by way of premium and all expenses incurred by the Landlord in connection with such policy made necessary by a breach of the Policy.
- 4.4.16 make any duplicate keys to the Property nor to change or add new locks to the Property without the previous written consent of the Landlord (except in emergency) and the Tenant shall provide a full set of keys to the new locks shall at the request of the Landlord be provided to the Landlord or the Landlord's agent.
- 4.4.17 interfere with the appearance structure, exterior or contents of the Property or the arrangement of the fixtures, furniture or fittings of the Property to the Landlord.
- 4.4.18 affix anything to the walls or damage the floors, ceilings or fixtures of the Property and not to alter or extend any existing electrical wiring or gas installation on the Property.

- 4.4.1 in or affix to the Property any satellite dish or at the prior consent in writing of the Landlord.
- 4.4.2 hangings, place any items or hang any washing in of the Block.
- 4.4.2 regulations which the owner of the Block, its agents company for the Block may from time to time of good management of the Block.
- 4.5 **Notice**
- 4.5.1 script of any notice, direction or order affecting or the Property, to deliver such a copy of such notice not to do anything as a result of the notice, ss reasonably required to do so by the Landlord.
- 4.5.2 dlord, within 7 days of receipt, any post or other Property, addressed to them.
- 4.5.3 y the Landlord to comply with such checks and ts as are reasonably required by the Landlord, ent” of all adult occupiers of the Property.
- 4.5.4 pier of the Property has a time-limited “right to e Landlord such proof of their continued “right to required by the Landlord from time to time.
- 4.5.5 promptly if the immigration status of any adult ty changes such that the “right to rent” is lost.
- 4.6 **End**
- 4.6.1 ncy to remove the Tenant’s belongings from the e Property clean and tidy so that the Property is -occupation.
- 4.6.2 andlord or the Landlord’s agent on the last day of o the Property and if the Tenant fails to comply he Landlord shall have the right to change all roperty at the Tenant’s expense.
- 4.6.3 ings or any items belonging to members of the hall not have been removed from the Property at t
- g items prevent the Landlord from re-letting the y the Landlord damages at the rate equal to the ble for the Property until the Tenant shall have ch items; and
- ils to remove the goods in a reasonable time the e entitled to remove the goods and the Tenant mnify the Landlord for all reasonable expenses removal and/or storage or disposal of the goods.
- 4.7 **Land**
- 4.7.1 dlord against all reasonable costs and expenses h of this Agreement by the Tenant.
- 4.7.2 dlord in respect of all reasonable costs incurred forcing the terms of this Agreement against the

4.7.3

expenses incurred by the Landlord in preparing

under section 146 of the Law of Property Act 1925  
is avoided without a court order;

dilapidations recording the Tenant's default as  
the state of the property at the end of the tenancy.

## 5. LATE PAYMENT

If any Rent shall  
have become due  
at the rate of Barclay

the Tenant shall be in arrears for 7 days after the same shall  
be demanded or not), interest at 2% above the base  
rate payable by the Tenant.

## 6. FORFEITURE

If the Rent is not paid  
has been a default  
if the Tenant  
an end) and  
the Landlord

the Tenant (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) of the Property. The other rights and remedies of

(Note: This clause is  
in breach of the  
Act 1977. The  
Landlord has made an order

the rights of the Tenant under the Protection from Eviction  
Act 1977. The Landlord may not evict a Tenant without a court having first

The Landlord may  
writing of his  
expired) and  
court will only  
following reasons

the Tenant from the Property by giving the Tenant notice in  
writing of the Landlord's intention to evict the Tenant (even after the Term of this Agreement has  
expired). If this tenancy is an assured shorthold tenancy the  
Landlord may only evict the Tenant from the Property before the expiry of the Term if one of the  
grounds set out in Schedule 2 to the Housing Act 1988):

Ground 2: that the  
tenancy and the

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

Ground 7: that the  
have been paid

the Tenant's rights and obligations under the tenancy agreement

Ground 7A: that the

the Tenant residing at the Property commits anti-social behaviour.

Ground 7B: that the  
as a result of

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

Ground 8: that the  
proceedings for  
weeks' rent unpaid  
unpaid if rent is  
in arrears if rent is  
in arrears if rent is

the Tenant has received notice of the landlord's intention to commence  
proceedings for possession of the Property and at the time of the court hearing there is (a) at least eight  
weeks' rent unpaid or (b) at least two months' rent unpaid or (c) at least one quarter's rent more than three months in  
arrears or (d) at least three months' rent more than three months in  
arrears.

Ground 10: that the  
landlord's intention  
to commence proceedings

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

Ground 11: that the

the Tenant has not regularly delayed paying rent.

Ground 12: that the

the Tenant's tenancy has been broken or not performed.

Ground 13: that the  
the behaviour of

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

Ground 14: that the  
conduct which

the Tenant living at or visiting the property (a) has been guilty of  
conduct causing nuisance or annoyance to neighbours or (b) has been

convicted of u  
committed an

Ground 15: th  
by the tenant

Ground 17: t  
knowingly or

## 7. THE LANDLORD'S OBLIGATIONS

The Landlord

7.1 That the  
tenant shall  
understand

7.2 To re  
Prop  
been

7.3 To re  
and e

7.4 To re  
supp  
heating

7.5 To c  
Mon  
testin

7.6 That  
Land  
by the  
cann  
or the

## 8. [TERMINATION]

8.1 The  
any t  
last o  
from

8.2 The  
time  
day o  
the s

## 9. NOTICES

9.1 Unde  
notifi  
Land

<< 3  
<< 3  
<< 3

9.2 [If the

ing it to be used for immoral or illegal purposes or has  
the locality of, the property.

niture has deteriorated because it has been ill-treated  
property.

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

y possess and enjoy the Property during the  
tion from the Landlord or any person claiming  
ord.

Rent payable for any period during which the  
inhabitable provided that the Property has not  
the wilful destruction or negligence of the Tenant.

exterior of the Property including drains, gutters

orking order the apparatus in the Property for the  
lectricity and all sanitary apparatus and the central  
s.

ord's obligations in The Smoke and Carbon  
Regulations 2015 relating to the provision and  
monoxide alarms.

ed to repair damage to the Property where the  
of repairs under any insurance policy maintained  
at this exception will not apply if the Landlord  
proceeds because of the Tenant's acts or default  
y or visitors.

ess than << 2 >> months prior written notice at  
ent provided that such notice must expire on the  
nd must not expire sooner than << 6>> months

s than << 2 >> months prior written notice at any  
provided that such notice must expire on the last  
must not expire sooner than << 6>> months from

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

on the Landlord, they must also send a copy to



the Landlord at the following address:

<<  
<<  
<<

9.3 The Landlord 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)