

AGREEMENT dated the << >>

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

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

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

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 Agreement shall continue as a contractual periodic tenancy. The period of the contractual periodic tenancy will be the same as those for which rent is payable under this Agreement. The period of the contractual periodic tenancy will terminate if 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.

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 letting 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 under this Agreement not to do an act or thing includes an obligation not to require another person to do such act or thing.
- 2.2 Whenever there is a joint obligation on the Landlord and the Tenant their obligations shall be joint and several against each of them.
- 2.3 The Landlord and Tenant agree that this Agreement should be enforceable by any party (the Contracts (Rights of Third Parties) Act 1999).
- 2.4 An obligation in this Agreement to pay includes an obligation to pay Value Added Tax in addition to the net amount.
- 2.5 A reference to a statute in this Agreement 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 sum of << >> ("Deposit") to the Landlord or the Landlord's agent in accordance with the agreement.

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3.2 The Deposit is a "tenancy deposit" as defined in section 213(8) of the Housing Act 2004. The Landlord shall hold the Deposit in accordance with an authorised scheme under that Act.

3.3 The Deposit is paid to the Landlord in this Agreement. The Landlord shall use the Deposit to compensate themselves for the reasonable cost of the performance of the Tenant's obligations under the Agreement. The Landlord shall use the Deposit to compensate themselves for the performance of the Tenant's obligations.

3.4 [The Deposit is to be held in accordance with an approved Tenancy Deposit Protection Scheme.] [The Deposit is to be held by the Deposit Protection Board.]

3.5 The Landlord has provided the Tenant with a copy of the Deposit Protection Scheme within 30 days of the Deposit being received. The Landlord shall provide the Tenant with a copy of the Deposit Protection Scheme within 30 days of the Deposit being received 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 jointly and severally liable for any interest (if any) accrued on the Deposit.

3.7 The Landlord shall return the Deposit to the Tenant 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 return the Deposit to the Tenant within 20 working days of the tenancy ending if the Landlord is liable for any part of the tenancy deposit scheme. The Landlord shall return the Deposit to the Tenant within 20 working days of the tenancy ending either that the Deposit is to be repaid in the sum of £1000 to the Landlord and Tenant or that the Deposit is to be repaid to the Tenant.

4. THE TENANT'S COVENANTS

The Tenant agrees with the Landlord the following covenants:

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 or the Tenant's assignee to the Tenant in writing by the Landlord.

4.1.2 To pay all Council Tax (including any Council Tax surcharge) the Landlord becomes obliged to pay because the Tenant lives at the Property.

4.1.3 To pay to the Landlord (or the Landlord's assignee) charges in relation to the supply of (including but not limited to electricity, gas, water, sewerage) services to the Property during the tenancy. The Tenant shall be liable for the charges for the use of any telephone and cable services during the tenancy. Where necessary for the use of the Property, the charges payable by the service provider will be apportioned between the Landlord and Tenant for the duration of the tenancy. The sums payable by the Tenant shall include any outstanding charges or other similar charges and interest payable on any charges made for arrears of rent.

4.1.4 Not to change any of the service providers or metering equipment without the written consent of the Landlord.

4.1.5 Not to change any of the service providers (s) allocated to the Property at the Property.

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

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

4.2 **Repairs to the Property**

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 ... fittings) or to any other property owned by the

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

4.2.3 ... 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 ... serving the Property.

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

4.2.5 ... carbon monoxide alarms at the Property every ... batteries in each alarm when necessary and to ... problems with the alarms to the Landlord as soon

4.2.6 ... bs, batteries and electrical fuses which become

4.2.7 ... written notice of any damage, destruction, loss or ... erty howsoever caused as soon as it comes to ... ant.

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

4.2.9 ... professionally cleaned at least once in every twelve ... tenancy and at the end of the tenancy.

4.2.1 ... andlord 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



4.2.1 at least every 3 months and at the end of the tenancy to replace any damaged or broken glass as soon as possible. If the Tenant, his family or visitors have caused the damage, the Tenant shall be responsible for the cost of replacement.

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

4.2.1 The Tenant shall maintain 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.

4.3 Access

4.3.1 The Landlord and/or his agent or anyone with Landlord's authority shall have access at reasonable times of the day to inspect its condition and to carry out any necessary repairs. The Landlord has given reasonable notice (with regard to the time of day taken) beforehand and not to interfere with or disturb the Tenant's peace.

4.3.2 The Tenant shall 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 allow the Landlord and/or his agent access to view the Property with prospective tenants or other interested parties at reasonable times of the day and subject to reasonable notice.

4.3.4 The Landlord and/or his agent access to inspect the Property at quarterly intervals throughout the tenancy and at such other times as the Landlord may require.

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 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 Landlord's freehold (or superior leasehold) title which the Landlord has drawn to the Tenant's attention.

4.4.5 The Tenant shall not store any dangerous or inflammable substance to the Property apart from those needed for general household use.

4.4.6 The Tenant shall not display any notice or advertisement that is visible from outside the Property.

4.4.7 The Tenant shall not keep on the Property any animal or bird or domestic pet without the Landlord's written consent.

4.4.8 The Tenant shall not leave the Property unoccupied for more than 21 consecutive days without giving notice to the Landlord.

4.4.9 The Tenant shall not use the Property for any other purpose.

4.4.1 planning conditions affecting the Property which ought to be brought to the Tenant's attention.

4.4.1 requiring the Tenant to obtain the Landlord's written permission in respect of the Property.

4.4.1 requiring the Tenant to obtain the Landlord's written permission for the Tenant or any part of the Property and not to sub-let, assign, or share occupation of the Property or any part

4.4.1 requiring the Tenant to obtain the Landlord's written permission to occupy the Property as a lodger.

4.4.1 requiring the Tenant to obtain the Landlord's written permission for the checks required to satisfy the "right to rent" under the Immigration Act 2014 in relation to any sub-letting or any other Tenant grants, whether authorised by the Landlord or not.

4.4.1 requiring the Tenant to obtain the Landlord's written permission for any policy which may make void or voidable any policy in force on the Property (details of which policy have been provided to the Tenant) or which may cause an increased premium to be payable to the Landlord on demand all sums from time to time of increased premiums and all expenses incurred in connection with the renewal of such policy made pursuant to this sub-clause.

4.4.1 requiring the Tenant to obtain the Landlord's written permission for the Tenant to make any duplicate keys to the Property nor to change or replace any locks to the Property without the previous written consent of the Landlord (except in emergency) and the Tenant to provide a full set of keys to the new locks shall at the time of replacement be provided to the Landlord or the Landlord's agent.

4.4.1 requiring the Tenant to obtain the Landlord's written permission for the Tenant 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 requiring the Tenant to obtain the Landlord's written permission for the Tenant to affix anything to the walls or damage the floors, ceilings or fixtures of the Property and not to alter or extend any electrical wiring or gas installation on the Property.

4.4.1 requiring the Tenant to obtain the Landlord's written permission for the Tenant to install or affix to the Property any satellite dish or antenna without the prior consent in writing of the Landlord.

4.5 **Notice**

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

4.5.2 requiring the Tenant to provide to the Landlord, within 7 days of receipt, any post or other communication received at the Property, addressed to them.

4.5.3 requiring the Tenant to provide to the Landlord, within 7 days of receipt, any copy of any notice, direction or order affecting or relating to the Property, to deliver such a copy of such notice to the Landlord and not to do anything as a result of the notice, except as is expressly or reasonably required to do so by the Landlord.

4.5.4 requiring the Tenant to provide to the Landlord, within 7 days of receipt, any copy of any notice, direction or order affecting or relating to the Property, to deliver such a copy of such notice to the Landlord and not to do anything as a result of the notice, except as is expressly or reasonably required to do so by the Landlord.

4.5.5 requiring the Tenant to provide to the Landlord, within 7 days of receipt, any copy of any notice, direction or order affecting or relating to the Property, to deliver such a copy of such notice to the Landlord and not to do anything as a result of the notice, except as is expressly or reasonably required to do so by the Landlord.

4.6 **End**



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4.6.1 The Tenant shall have the responsibility 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 The Landlord or the Landlord's agent on the last day of the tenancy shall have the right to enter the Property and if the Tenant fails to comply with the obligations of this Agreement the Landlord shall have the right to change all the locks of the Property at the Tenant's expense.

4.6.3 The Tenant shall be responsible for removing any items belonging to members of the Tenant's household which shall not have been removed from the Property at the end of the tenancy:

4.6.3.1 If any items prevent the Landlord from re-letting the Property or if the Tenant causes any damage to the Property by the Landlord's agent or the Landlord's agent damages at the rate equal to the market rent for the Property until the Tenant shall have removed such items; and

4.6.3.2 If the Tenant fails to remove the goods in a reasonable time the Landlord shall be entitled to remove the goods and the Tenant shall be liable to indemnify the Landlord for all reasonable expenses incurred in the removal and/or storage or disposal of the goods.

4.7 Landlord's Costs

4.7.1 The Tenant shall be liable to reimburse the Landlord against all reasonable costs and expenses incurred by the Landlord in connection with this Agreement by the Tenant.

4.7.2 The Tenant shall be liable to reimburse the Landlord in respect of all reasonable costs incurred by the Landlord in enforcing the terms of this Agreement against the Tenant.

4.7.3 The Tenant shall be liable to reimburse the Landlord in respect of all reasonable expenses incurred by the Landlord in preparing to enforce the terms of this Agreement against the Tenant.

4.7.4 The Tenant shall be liable to reimburse the Landlord in respect of all reasonable expenses incurred by the Landlord in connection with this Agreement by the Tenant under section 146 of the Law of Property Act 1925 if the Tenant is avoided without a court order;

4.7.5 The Tenant shall be liable to reimburse the Landlord in respect of all reasonable expenses incurred by the Landlord in connection with this Agreement by the Tenant in respect of dilapidations recording the Tenant's default as to the condition of the property at the end of the tenancy.

5. LATE PAYMENT

If any Rent shall become due and payable by the Tenant and the Tenant shall be in arrears for 7 days after the same shall have become due (whether formally demanded or not), interest at 2% above the base rate of Barclays Bank plc shall be payable by the Tenant.

6. FORFEITURE

If the Rent is not paid by the Tenant when it is due and payable by the Tenant (whether formally demanded or not), or if there has been a breach of any of the Tenant's obligations in this Agreement, or if the Tenant is in breach of any 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 reimburse the Landlord in respect of all reasonable expenses incurred by the Landlord in connection with this Agreement by the Tenant in respect of the Property. The other rights and remedies of the Landlord shall not be affected by this clause.

(Note: This clause does not affect 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.)

The Landlord shall be entitled to evict the Tenant from the Property by giving the Tenant notice in writing of his or her intention to do so and a court order (even after the Term of this Agreement has expired).

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expired) and the court will only grant an order for possession if one of the following reasons applies:

Ground 2: the tenancy and the mortgage or charge granted before the start of the tenancy and the mortgage or charge require vacant possession.

Ground 7: the tenant has not paid the rent or other sums due under the tenancy agreement.

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'.

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, (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, (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, (d) at least three months' rent more than three months in arrears if rent is payable annually.

Ground 12: the tenancy has been broken or not performed.

Ground 13: the tenant or any person 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 committed an offence under the local authority's bylaws.

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, (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, (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, (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 Tenant shall be entitled to peacefully possess and enjoy the Property during the term of the tenancy without any interference from the Landlord or any person claiming under the Landlord.

7.2 To repair and maintain the Property in good and substantial repair throughout the term of the tenancy provided that the Property has not been damaged by the wilful destruction or negligence of the Tenant.

7.3 To repair and maintain the exterior of the Property including drains, gutters and downpipes.

7.4 To repair and maintain the supply of water, gas, electricity and all sanitary apparatus and the central heating system.

7.5 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.

7.6 That the Landlord shall be liable to repair damage to the Property where the

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If this tenancy is an assured shorthold tenancy the Tenant shall be entitled to peacefully possess and enjoy the Property during the term of the tenancy without any interference from the Landlord or any person claiming under the Landlord.

The Landlord shall be liable to repair damage to the Property where the

Landlord 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, (d) at least three months' rent more than three months in arrears if rent is payable annually.

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

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

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, (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 any person living there.

iving 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 committed an offence under the local authority's bylaws.

iture has deteriorated because it has been ill-treated by the Tenant or any person living at or visiting the property.

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

Landlord of repairs under any insurance policy maintained by the Landlord. This exception will not apply if the Landlord cannot reasonably be expected to proceed because of the Tenant's acts or default or the acts or default of any 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 date of the notice.

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 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:

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<< >>
<< >>

9.2 [If the Tenant is to give notice on the Landlord, they must also send a copy to the following address:

<< >>
<< >>
<< >>

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)