

**AGREEMENT** dated the << >>

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

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

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

**Block:** The building and ground <>> 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 Agreement 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. The provisions of this Agreement shall apply to the contractual periodic tenancy as if they were provisions of this Agreement. The Landlord or the Tenant brings the contractual periodic 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 <>> 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 for the purposes of <>> corridors, staircase and lift (if any)
- 1.3 It is a condition of the letting that the Tenant and all other 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 more than one person comprising the Landlord or the Tenant their obligations under this Agreement shall be against all of them jointly and severally.
- 2.3 The Landlord and Tenant agree that this Agreement should be enforceable by any person (whether or not a 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 for the time being (whether or not amended, extended, or re-enacted).

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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 shall hold the Deposit in accordance with an authorised scheme approved under that Act.
- 3.3 The Deposit is paid as a security for performance of the Tenant’s obligations in this Agreement. The Landlord shall use the Deposit to compensate themselves for the reasonable cost of any such obligations. The Tenant of those 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 Landlord in accordance with the Deposit Protection Act 2002.]
- 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 2007/1421).
- 3.6 The Landlord and Tenant shall be jointly and severally liable for 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 has no claim against the Tenant in respect of or part of the Deposit.
- 3.8 The Landlord shall return the Deposit or part of the tenancy deposit scheme within 20 working days of the end of the tenancy either that the Deposit is to be repaid to the Tenant by the Landlord and Tenant or that the Deposit is to be repaid to the Tenant by the Landlord.

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4. THE TENANT’S COVENANTS

The Tenant agrees with the Landlord that:

- 4.1 **Rent, Council Tax**
  - 4.1.1 To pay the Rent on the Due Date without deduction or set off and by direct debit to the account specified by the Landlord.
  - 4.1.2 To pay all Council Tax charges (including any surcharge to pay because the Property is a second or subsequent home) in respect of the Property.
  - 4.1.3 To pay to the Landlord or to the service provider (where necessary) the charges in relation to the supply of (including water and sewerage) services to the Property during the tenancy. Where necessary, the Landlord shall apportioned the charges between the Tenant and the Landlord. The sums covered by the Tenant shall include standing charges or other similar charges and shall include any charges which may be made for activation of any such services.
  - 4.1.4 Not to charge for the supply of such services to the Property without the written consent of the Landlord.
  - 4.1.5 Not to change the Tenant’s name (or names) allocated to the Property at the date of this Agreement.

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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**

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;  
by or negligence of the Tenant or any person  
with the Tenant's permission.

4.2.3 Landlord'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,  
heating apparatus by cold weather.

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

4.2.6 bulbs, batteries and electrical fuses which become

4.2.7 written notice of any damage, destruction, loss or  
Property howsoever caused as soon as it comes to  
the Tenant.

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

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

4.2.10 the Landlord or proper sanitary authority if disinfection  
is required in consequence of the occurrence of any  
serious illness or infestation of rats, mice, fleas,  
lice or other vermin on the Property and (if the problem has been  
caused by the Tenant, his family or visitors) to bear the cost of any  
disinfection and further to pay for the cost of redecoration

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replace or pay for the replacement of any articles destroyed on account of such infection, infestation

4.2.1 at least every 3 months and at the end of the tenancy replace any damaged or broken glass as soon as possible if the tenant, his family or visitors have caused the

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

4.2.1 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**

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4.3.1 The Landlord or the owner of the Block or their respective agents with their written authority together with any workmen or tradesmen may enter the Property at reasonable times of the day in order to inspect the condition and state of repair and to carry out any repairs (including the work to be undertaken) beforehand and not to employ or instruct any such persons.

4.3.2 The Tenant shall not refuse to allow the Landlord or the owner of the Block or their agents with their written authority to enter the Property at any time and

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

4.3.4 The Tenant shall not refuse to allow the Landlord and/or his agent access to inspect the Property at quarterly intervals throughout the tenancy and at such other times as may be required during the tenancy.

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 persons occupying 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.

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4.4.8 Property unoccupied for more than 21 consecutive days to the Landlord.

4.4.9 Property.

4.4.1 Planning conditions affecting the Property which should be brought to the Tenant's attention.

4.4.1 Landlord's written permission in respect of the Property.

4.4.1 Landlord's written consent for the Tenant to sub-let the Property or any part of the Property and not to share occupation of the Property or any part

4.4.1 Tenant's consent to occupy the Property as a lodger.

4.4.1 Landlord's checks required to satisfy the "right to rent" under the Immigration Act 2014 in relation to any sub-letting by the Tenant grants, whether authorised by the

4.4.1 Landlord's consent to any policy which may make void or voidable any policy covering the Block or the Property (details of which policy or cover should be provided to the Tenant) or which may cause an increase in rent to be payable and to repay to the Landlord on demand the time to time paid by way of increased premiums or charges incurred by the Landlord in relation to any renewal of cover, if necessary by a breach of this sub-clause.

4.4.1 Landlord's consent to the Tenant to make any duplicate keys to the Property nor to change or fit new 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 request of the Landlord be provided to the Landlord or the Landlord's agent.

4.4.1 Landlord's consent to the Tenant to interfere with the appearance, structure, exterior of the Property or the arrangement of the fixtures belonging to the Property.

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

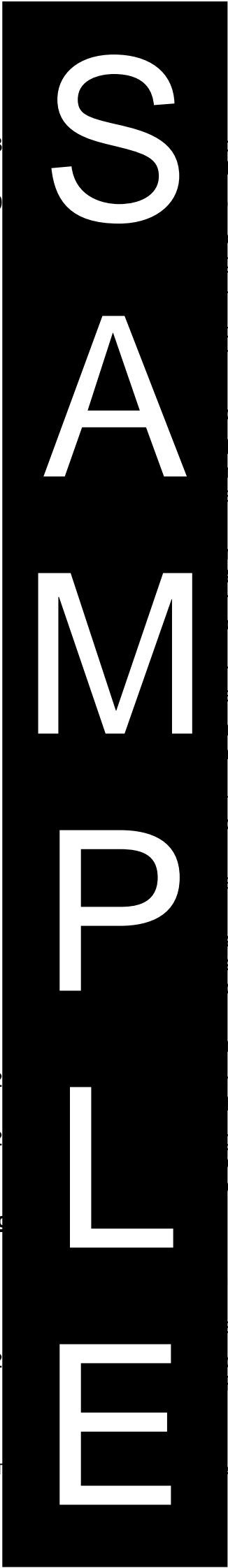
4.4.2 Landlord's consent to the Tenant to hang any notices, place any items or hang any washing in the Block.

4.4.2 Landlord's consent to the Tenant to comply with any regulations which the owner of the Block, its agents or the management company for the Block may from time to time issue for the good management of the Block.

4.5 **Notices**

4.5.1 Landlord's obligation 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 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's obligation to deliver to the Tenant, within 7 days of receipt, any post or other communication to the Property, addressed to them.



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4.5.3 by the Landlord to comply with such checks and tests as are reasonably required by the Landlord, and the Tenant shall ensure that the Property is fit for "rent" of all adult occupiers of the Property.

4.5.4 Every occupier of the Property has a time-limited "right to rent" which shall be subject to 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**

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4.6.1 The Tenant shall ensure that the Property is left in a clean and tidy state at the end of the tenancy and shall be responsible for the removal of all personal belongings and furniture from the Property at the end of the tenancy.

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

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4.6.3 The Tenant shall ensure that all personal belongings or any items belonging to members of the Tenant's family shall not have been removed from the Property at the end of the tenancy.

4.6.4 The Tenant shall be liable for any damage to the Property caused by the Tenant or any items prevent the Landlord from re-letting the Property and shall be liable for the Landlord damages at the rate equal to the market rate for the Property until the Tenant shall have removed all such items; and

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

4.7 **Landlord's Costs**

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4.7.1 The Tenant shall be liable to 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 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 the Landlord for all reasonable expenses incurred by the Landlord in preparing for the end of the tenancy.

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

4.7.5 The Tenant shall be liable to the Landlord for all reasonable expenses incurred by the Landlord in recording the Tenant's default as to the condition of the property at the end of the tenancy.

5. **LATE PAYMENT**

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

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**6. FORFEITURE**

If the Rent is not paid as required by clause 5 (whether formally demanded or not), or if there has been a substantial breach of the Tenant's obligations in this Agreement, or if the Tenant has exercised the right to terminate the tenancy (i.e. bring it to an end) and the Landlord has accepted the termination, the Landlord may forfeit the tenancy (i.e. bring it to an end) and re-let the Property. The other rights and remedies of the Landlord are in addition to, and do not affect, the rights of the Tenant under the Protection from Eviction Act 1977. The Landlord shall not be able to evict a Tenant without a court having first made an order for possession of the Property.

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

The Landlord shall not be able to evict a Tenant from the Property by giving the Tenant notice in writing of his intention to do so (even after the Term of this Agreement has expired) and the court will only grant an order for possession if one of the following reasons apply:

Ground 2: the Tenant has failed to pay the Rent due in accordance with the tenancy agreement and the Tenant has failed to pay the Rent due in accordance with the tenancy agreement.

Ground 7: the Tenant has failed to pay the Rent due in accordance with the tenancy agreement and the Tenant has failed to pay the Rent due in accordance with the tenancy agreement.

Ground 7A: the Tenant has failed to pay the Rent due in accordance with the tenancy agreement and the Tenant has failed to pay the Rent due in accordance with the tenancy agreement.

Ground 7B: the Tenant has failed to pay the Rent due in accordance with the tenancy agreement and the Tenant has failed to pay the Rent due in accordance with the tenancy agreement.

Ground 8: the Tenant has failed to pay the Rent due in accordance with the tenancy agreement and the Tenant has failed to pay the Rent due in accordance with the tenancy agreement.

Ground 10: the Tenant has failed to pay the Rent due in accordance with the tenancy agreement and the Tenant has failed to pay the Rent due in accordance with the tenancy agreement.

Ground 11: the Tenant has failed to pay the Rent due in accordance with the tenancy agreement and the Tenant has failed to pay the Rent due in accordance with the tenancy agreement.

Ground 12: the Tenant has failed to pay the Rent due in accordance with the tenancy agreement and the Tenant has failed to pay the Rent due in accordance with the tenancy agreement.

Ground 13: the Tenant has failed to pay the Rent due in accordance with the tenancy agreement and the Tenant has failed to pay the Rent due in accordance with the tenancy agreement.

Ground 14: the Tenant has failed to pay the Rent due in accordance with the tenancy agreement and the Tenant has failed to pay the Rent due in accordance with the tenancy agreement.

Ground 15: the Tenant has failed to pay the Rent due in accordance with the tenancy agreement and the Tenant has failed to pay the Rent due in accordance with the tenancy agreement.

Ground 17: the Tenant has failed to pay the Rent due in accordance with the tenancy agreement and the Tenant has failed to pay the Rent due in accordance with the tenancy agreement.

**7. THE LANDLORD'S OBLIGATIONS**

The Landlord shall have the right to enter the Property at any time to inspect the Property and to ensure that the Property is in good repair and fit for occupation.

7.1 That the Landlord shall have the right to enter the Property at any time to inspect the Property and to ensure that the Property is in good repair and fit for occupation.

7.2 To repair the Property and to ensure that the Property is in good repair and fit for occupation.

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the Landlord may forfeit the tenancy (i.e. bring it to an end) and re-let the Property. The other rights and remedies of the Landlord are in addition to, and do not affect, the rights of the Tenant under the Protection from Eviction Act 1977. The Landlord shall not be able to evict a Tenant without a court having first made an order for possession of the Property.

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The Landlord shall not be able to evict a Tenant from the Property by giving the Tenant notice in writing of his intention to do so (even after the Term of this Agreement has expired) and the court will only grant an order for possession if one of the following reasons apply:

Ground 2: the Tenant has failed to pay the Rent due in accordance with the tenancy agreement and the Tenant has failed to pay the Rent due in accordance with the tenancy agreement.

Ground 7: the Tenant has failed to pay the Rent due in accordance with the tenancy agreement and the Tenant has failed to pay the Rent due in accordance with the tenancy agreement.

Ground 7A: the Tenant has failed to pay the Rent due in accordance with the tenancy agreement and the Tenant has failed to pay the Rent due in accordance with the tenancy agreement.

Ground 7B: the Tenant has failed to pay the Rent due in accordance with the tenancy agreement and the Tenant has failed to pay the Rent due in accordance with the tenancy agreement.

Ground 8: the Tenant has failed to pay the Rent due in accordance with the tenancy agreement and the Tenant has failed to pay the Rent due in accordance with the tenancy agreement.

Ground 10: the Tenant has failed to pay the Rent due in accordance with the tenancy agreement and the Tenant has failed to pay the Rent due in accordance with the tenancy agreement.

Ground 11: the Tenant has failed to pay the Rent due in accordance with the tenancy agreement and the Tenant has failed to pay the Rent due in accordance with the tenancy agreement.

Ground 12: the Tenant has failed to pay the Rent due in accordance with the tenancy agreement and the Tenant has failed to pay the Rent due in accordance with the tenancy agreement.

Ground 13: the Tenant has failed to pay the Rent due in accordance with the tenancy agreement and the Tenant has failed to pay the Rent due in accordance with the tenancy agreement.

Ground 14: the Tenant has failed to pay the Rent due in accordance with the tenancy agreement and the Tenant has failed to pay the Rent due in accordance with the tenancy agreement.

Ground 15: the Tenant has failed to pay the Rent due in accordance with the tenancy agreement and the Tenant has failed to pay the Rent due in accordance with the tenancy agreement.

Ground 17: the Tenant has failed to pay the Rent due in accordance with the tenancy agreement and the Tenant has failed to pay the Rent due in accordance with the tenancy agreement.

been the wilful destruction or negligence of the Tenant.

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

7.4 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.

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

7.6 That the Landlord is not 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 cannot recover the proceeds because of the Tenant's acts or default or the negligence of the Tenant or his visitors.

**8. [TERMINATION]**

8.1 The Tenant shall 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 shall 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:

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

9.2 [If the Tenant is to serve notices 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)

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