

AGREEMENT dated the << >>

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

Tenant: <<Tenant's name>> is at
<<Tenant's register company number << >>>

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

together with the fixtures and fittings specified in the inventory signed by the parties ("**Inventory**")

Block: The building and ground << name 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 contractual periodic tenancy will be the same as those for which rent is payable under this Agreement. The tenancy shall 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

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 the Property, including corridors staircase and lift (if any).
- 1.3 It is a condition of the tenancy 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 a joint obligation on the Landlord and the Tenant their obligations shall be joint and several against each of them and the Landlord and the Tenant comprising the Landlord or the Tenant against all of them jointly and severally.
- 2.3 The Landlord and the Tenant agree that this Agreement should be enforceable by any person under the Contracts (Rights of Third Parties) Act 1999.
- 2.4 An obligation in this Agreement to pay any sum includes an obligation to pay Value Added Tax in accordance with the provisions of the Value Added Tax Act 1994.

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3. [THE DEPOSIT

- 3.1 The Tenant must pay the Deposit to the Landlord's agent in accordance with the terms of the Agreement.
- 3.2 The Deposit is paid in full at the start of the tenancy in this Agreement. The Tenant shall be responsible for the reasonable costs of the Landlord in connection with the Deposit.
- 3.3 The Landlord and Tenant shall be paid to the Landlord's agent in accordance with the terms of the Agreement.
- 3.4 The Landlord shall return the Deposit to the Tenant within 10 working days of the tenancy ending if the Landlord has no claim against the Tenant.

>> ("Deposit") to the Landlord or the Landlord's agent in accordance with the terms of the Agreement.

performance of the Tenant's obligations under the Agreement. The Tenant shall use the Deposit to compensate himself for the reasonable costs of the Landlord of those obligations.

cost (if any) accrued on the Deposit.

within 10 working days of the tenancy ending or part of the Deposit.]

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 the means specified in writing by the Landlord.
- 4.1.2 To pay all Council Tax charges (including any surcharge to pay because of non-payment) in accordance with the terms of the Council Tax Authority's demand.
- 4.1.3 To pay to the Landlord (or to the service provider) charges in relation to the supply of (including but not limited to water, sewerage) services to the Property and charges for the use of any telephone or other communication facilities during the tenancy. Where the charges are payable by the service provider will be apportioned between the Tenant and the Landlord in proportion to the duration of the tenancy. The sums payable by the Tenant shall include any standing charges or other similar charges and any charges which may be payable by the Tenant in respect of any equipment made for use at the Property.
- 4.1.4 Not to change any service providers or metering equipment without the written consent of the Landlord.
- 4.1.5 Not to change any of the meter(s) allocated to the Property at the start of the tenancy.
- 4.1.6 To pay the telephone charges in respect of any television set at the Property.
- 4.1.7 If the Tenant has any television, receiver, video equipment, cable or other communication equipment it shall return to the hirer at the end of the tenancy.

Due Date without deduction or set off to the Tenant in writing by the Landlord.

notify the Landlord in respect of any change in the Council Tax (including any surcharge) the Landlord becomes obliged to pay the Council Tax charges for the Property while the Tenant lives at the Property.

charges in relation to the supply of (including but not limited to water, sewerage) services to the Property and charges for the use of any telephone or other communication facilities during the tenancy. Where the charges are payable by the service provider will be apportioned between the Tenant and the Landlord in proportion to the duration of the tenancy. The sums payable by the Tenant shall include any standing charges or other similar charges and any charges which may be payable by the Tenant in respect of any equipment made for use at the Property.

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, receiver, video equipment, cable or other communication equipment it shall return to the hirer at the end of the tenancy.

4.2 Repair and maintenance

- 4.2.1 To use the Property in a reasonable and careful manner and not allow it to deteriorate or be damaged and to keep the Property in good and clean condition.
- 4.2.2 To make good any damage to the Property (including the Landlord's fixtures and fittings) caused by the Tenant or any other property owned by the Tenant.

and contents

and careful manner and not allow it to deteriorate or be damaged and to keep the Property in good and clean condition.

to the Property (including the Landlord's fixtures and fittings) caused by the Tenant or any other property owned by the Tenant.

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- a) any b set out in this Agreement;
- b) any i gence of the Tenant or any person at the t's permission.

4.2.3 Subject to t s in clause 7 to keep the items specified in l in the same condition as at the commencement d to make good or replace with articles of th value such as may be lost broken or destroyed (c ndlord to pay compensation to the Landlord).

4.2.4 Subject to th in clause 7 to ensure that all taps, baths, wash s, domestic water heaters and internal pipe ullies, downpipes and gutters in or connected v ept clean and open and not to damage or es, conduit fittings or appliances within or exc erty.

4.2.5 To keep the easonable level during the winter months to p roperty or the water pipes, drains tanks and ot y cold weather.

4.2.6 To test all s xide alarms at the Property every month, to ch ach alarm when necessary and to report any fa e alarms to the Landlord as soon as possible.

4.2.7 To replace a nd electrical fuses which become defective.

4.2.8 To give the f any damage, destruction, loss or happening to t contents howsoever caused as soon as it comes t ant.

4.2.9 If the Landlo ritten notice of any failure to carry out any rep gation of the Tenant under this Agreement s within a reasonable period of receiving su ly in the case of an emergency failing which tants and workmen shall be entitled to enter the aid works the cost of which will be paid by the on demand.

4.2.10 At the end e that all linen (if any) is freshly laundered a y cleaned all bedspreads blankets duvets carp and other articles set out in the Inventory or he same which shall be shown by reference to eeen soiled during the tenancy but in any event essionally cleaned at least once in every twelve enancy.

4.2.11 To give notic per sanitary authority if disinfection or fumigatio uence of the occurrence of any infectious o infestation of rats, mice, fleas, insects and ty and (if the problem has been caused by t occupiers 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 artic e destroyed on account of such infection, inf

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4.2.12 To clean the tenancy and damaged or broken glass as soon as possible when admitted occupiers or visitors have caused the damage.

4.2.13 To place all rubbish in a receptacle and to ensure that rubbish is regularly collected by the local authority.

4.2.14 To maintain the garden free from weeds and litter and not to make any alterations to the composition of trees, shrubs or plants.

4.2.15 Not without the Landlord's consent to remove from the Property any of the items of furniture or fittings (except for necessary repairs (in which case the items shall be given to the Landlord)).

4.3 **Access for Landlord**

4.3.1 To allow the Landlord or their respective agents or authorised persons to enter the Property at reasonable times of the day to inspect the state of repair and to carry out any necessary repairs (with the necessary notice (with the necessary notice) beforehand and not to interfere with the ordinary use of the Property by the occupants.

4.3.2 In cases of emergency or anyone who has been authorised by the Landlord or the owner of the Block to enter the Property at any time and without notice.

4.3.3 During the tenancy to allow the Landlord and/or his agent to enter the Property with prospective tenants or other persons at any time of the day and subject to reasonable notice (usual notice).

4.3.4 To allow the Landlord or his agent access to inspect the Property at intervals throughout the tenancy and in the final month of the tenancy.

4.4 **Use of the Property**

4.4.1 To use the Property for residential purposes only and not to carry on any business or profession on the Property.

4.4.2 Not to do anything which may be a nuisance to or cause damage to the Landlord or the tenants or other occupants of the Property.

4.4.3 Not to use the Property for immoral purposes.

4.4.4 Not to use the Property in a way which contravenes a restriction (including a restriction in a superior leasehold) title which the Landlord has given notice of to the attention.

4.4.5 Not to cause or permit to be deposited any dangerous or inflammable substance to be deposited in or on the Property from those needed for general domestic use.

4.4.6 Not to display anything on the Property that is visible from outside the Property.

4.4.7 Not to keep any animal or bird or domestic pet without the Landlord's consent.

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4.4.8 Not to leave the Property unoccupied for more than 21 consecutive days without the consent of the Landlord.

4.4.9 Not to smoke in the Property.

4.4.10 To comply with any notices or instructions affecting the Property which are served on the Tenant or the Landlord and to bring such notices or instructions to the Landlord's attention.

4.4.11 Not to apply for any planning permission in respect of the Property.

4.4.12 Not to assign, sublet, mortgage or otherwise dispose of or any part of the Property and not to permit the occupation of the Property or any part of the Property by any person other than the Tenant or to permit a director or employee of the Tenant to be employed by any person other than the Tenant or to permit any person to be employed by any person other than the Tenant subject to that employee having the consent of the Landlord.

4.4.13 Not to permit the Property to be used as a lodger.

4.4.14 To carry out any works necessary to satisfy the "right to rent" requirements of the Housing Act 2014 in relation to any sub-lettings, whether authorised by the Landlord or not.

4.4.15 Not to do anything which may make void or voidable any policy of insurance covering the Property or the contents (details of which policy are set out in Schedule 1) or which may cause the Tenant to be liable to pay to the Landlord or to any other person any sum of money or to be increased in any way in any way in relation to any claim made by the Landlord or any other person in relation to a claim made necessary by a breach of this sub-clause.

4.4.16 Not to make any alterations to the Property or to replace or alter any locks on the Property without the previous written consent of the Landlord (except in emergency) and the Tenant shall be responsible for the cost of the new locks shall at the expense of the Tenant and the Landlord or the Landlord's agent.

4.4.17 Not to alter the appearance, structure, exterior or interior of the Property or the arrangement of the fixtures, furniture and effects in the Property.

4.4.18 Not to alter the walls or damage the floors, wiring, pipes or electrical wiring in the Property and not to alter or extend any installation on the Property.

4.4.19 Not to erect on the Property any satellite dish or television aerial without the written consent of the Landlord.

4.4.20 Not to leave any items or hang any washing in the common parts of the Block.

4.4.21 To comply with any notices or instructions served on the owner of the Block its agents or any manager of the Block may from time to time in relation to the management of the Block.

4.5 **Notices and legal action**

4.5.1 Within 7 days of receiving a notice direction or order affecting or being likely to affect the Tenant's enjoyment of the Property the Tenant shall deliver a copy of such notice to the Landlord and shall comply with such notice or order unless the Tenant can show that it is unreasonable for the Tenant to do so by the Landlord.

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4.5.2 To forward to the Tenant any items delivered to the Landlord within 7 days of receipt any post or other means passed to him.

4.5.3 Promptly on request to comply with such checks and inspections reasonably required by the Landlord or any other lawful occupiers of the Property.

4.5.4 Where any person claiming a "right to rent" to provide proof of their continued "right to rent" as is required by the Landlord from time to time.

4.5.5 To notify the Landlord of the immigration status of any adult occupier of the Property such that the "right to rent" is lost.

4.6 **End of the tenancy**

4.6.1 At the end of the tenancy the Tenant shall remove the Tenant's belongings from the Property and leave the Property clean and tidy so that the Property is ready for immediate re-letting.

4.6.2 To hand over to the Landlord's agent on the last day of the tenancy all keys and if the Tenant fails to comply with this sub-clause the Landlord shall have the right to change all locks at the Tenant's expense.

4.6.3 If the Tenant has removed any items belonging to members of the household from the Property at the end of the tenancy the Landlord shall have the right to require the Tenant to replace such items.

a) if the Tenant is responsible for the removal of the Property from the Property until the Tenant shall have replaced such items.

b) if the Tenant is responsible for the removal of the Property from the Property until the Tenant shall have replaced such items.

4.7 **Landlord's costs**

4.7.1 To indemnify the Landlord for all reasonable costs and expenses arising from the Tenant's breach of this Agreement by the Tenant.

4.7.2 To indemnify the Landlord for all reasonable costs incurred by the Landlord in preparing and serving notices of this Agreement against the Tenant.

4.7.3 To pay all reasonable costs incurred by the Landlord in preparing and serving notices of this Agreement against the Tenant.

a) any reasonable costs incurred by the Landlord in preparing and serving notices of this Agreement against the Tenant;

b) a solicitor's fees and disbursements in recording the Tenant's default as a breach of this Agreement at the end of the tenancy.

5. **LATE PAYMENT OF RENT**

If any Rent shall without prejudice to the above have become due (whether or not the same has been demanded) the Tenant shall pay the same with interest at the rate of Barclays Bank plc standard variable rate of interest for 7 days after the same shall have become due (whether or not) interest at 2% above the base rate of Barclays Bank plc standard variable rate of interest.

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days of receipt any post or other means passed to him.

to comply with such checks and inspections reasonably required by the Landlord or any other lawful occupiers of the Property.

Property has a time-limited "right to rent" to provide proof of their continued "right to rent" as is required by the Landlord from time to time.

the immigration status of any adult occupier of the Property such that the "right to rent" is lost.

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at the Landlord from re-letting the Property until the Tenant shall have replaced such items.

the goods in a reasonable time the Tenant shall remove the goods and the Tenant shall be liable to the Landlord for all reasonable expenses incurred by the Landlord in respect of storage or disposal of the goods.

all reasonable costs and expenses arising from the Tenant's breach of this Agreement by the Tenant.

of all reasonable costs incurred by the Landlord in preparing and serving notices of this Agreement against the Tenant.

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of the Law of Property Act 1925 in respect of the Tenant's default as a breach of this Agreement at the end of the tenancy.

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6. FORFEITURE

If the Rent is at least 21 days in arrears and there has been a substantial breach of the Tenant's obligations in this Agreement (other than the Rent) then the Landlord may forfeit the tenancy and recover possession of the Property. The other rights and obligations of the Landlord will remain in force.

(Note: This clause does not apply to a Tenant who is protected under the Protection from Eviction Act 1977. The Landlord cannot forfeit a tenancy without a court having first made an order for possession.)

7. THE LANDLORD'S OBLIGATIONS

The Landlord agrees with the Tenant that:

- 7.1 That the Tenant may enjoy the Property during the tenancy without any interference by the Landlord or any person claiming to be the Landlord or any person claiming to be entitled to the Property;
- 7.2 To return to the Tenant the Property in the same state as it was when the Tenant first took possession of the Property has been provided that the Property has not been made uninhabitable by the Tenant's action or negligence of the Tenant;
- 7.3 To repair the structure and external pipes of the Property including drains, gutters and downpipes;
- 7.4 To repair and maintain the sanitary apparatus in the Property for the supply of water, gas, electricity, heating and hot water;
- 7.5 To comply with the provisions in The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 relating to the provision and testing of smoke and carbon monoxide alarms;
- 7.6 That the Tenant is responsible for any damage to the Property where the Landlord can claim compensation or any insurance policy maintained by the Landlord or the Tenant will not apply if the Landlord cannot obtain the insurance compensation or the loss is caused by the use of the Tenant's acts or default or those of the Tenant's visitors.

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8. [TERMINATION]

- 8.1 The Landlord may terminate this Agreement at any time to end this Agreement on the last day of a rental period if the Rent is not paid from the start of the rental period;
- 8.2 The Tenant may give notice to end this Agreement at any time to end this Agreement on the last day of a rental period if the Landlord has not given the Tenant the start of the tenancy.

9. NOTICES

9.1 Under section 48 of the Landlord and Tenant Act 1987 the Tenant is hereby notified that notices (including notices of proceedings) must be served on the Landlord by the Tenant at the following address:

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...ally demanded or not) or if there has been a substantial breach of the Tenant's obligations in this Agreement (other than the Rent) then the Landlord may forfeit the tenancy and recover possession of the Property. The other rights and obligations of the Landlord will remain in force.

(Note: This clause does not apply to a Tenant who is protected under the Protection from Eviction Act 1977. The Landlord cannot forfeit a tenancy without a court having first made an order for possession.)

The Landlord agrees with the Tenant that:

7.2 To return to the Tenant the Property in the same state as it was when the Tenant first took possession of the Property has been provided that the Property has not been made uninhabitable by the Tenant's action or negligence of the Tenant;

7.3 To repair the structure and external pipes of the Property including drains, gutters and downpipes;

7.4 To repair and maintain the sanitary apparatus in the Property for the supply of water, gas, electricity, heating and hot water;

7.5 To comply with the provisions in The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 relating to the provision and testing of smoke and carbon monoxide alarms;

7.6 That the Tenant is responsible for any damage to the Property where the Landlord can claim compensation or any insurance policy maintained by the Landlord or the Tenant will not apply if the Landlord cannot obtain the insurance compensation or the loss is caused by the use of the Tenant's acts or default or those of the Tenant's visitors.

8.1 The Landlord may terminate this Agreement at any time to end this Agreement on the last day of a rental period if the Rent is not paid from the start of the rental period;

8.2 The Tenant may give notice to end this Agreement at any time to end this Agreement on the last day of a rental period if the Landlord has not given the Tenant the start of the tenancy.

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