

AGREEMENT dated the << >>

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

Tenant: <<Tenant's name>> is at
<<Tenant's registered office address>> company number << >>)

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

Block: The building and ground <<Address>> 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 periodic tenancy will be the same as the period of the fixed term. The provisions of this Agreement shall apply to the periodic tenancy. 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") << >> day of every month

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 purpose of << >> corridors staircase and lift (if any)
- 1.3 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 includes an obligation on the other to do such act or thing.
- 2.2 Whenever there is a joint obligation on the Landlord or the Tenant their obligation shall be joint and several against each of them.
- 2.3 The Landlord and the Tenant agree that this Agreement should be enforceable by any Party in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 2.4 An obligation in this Agreement includes an obligation to pay Value Added Tax in accordance with the provisions of the Value Added Tax Act 1994.

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 paid in full at the time of the performance of the Tenant's obligations in this Agreement. The Landlord shall use the Deposit to compensate himself for the reasonable costs incurred in the performance of the Tenant of those obligations.
- 3.3 The Landlord and Tenant shall agree in writing the amount (if any) accrued on the Deposit.
- 3.4 The Landlord shall return the Deposit within 10 working days of the tenancy ending if the Landlord is not liable for any 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 to the Tenant in writing by the Landlord.
- 4.1.2 To pay all Council Tax (including any surcharge) the Landlord becomes obliged to pay because the Tenant lives at the Property.
- 4.1.3 To pay to the Landlord (or 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 facility during the tenancy. Where the service provider will be responsible for the provision of the service during the tenancy. The sums payable by the Tenant shall include standing charges or other similar charges and any charges which may be incurred by the Tenant in connection with the use of such services or providers or metering equipment.
- 4.1.4 Not to change the service providers or metering equipment without the written consent of the Landlord.
- 4.1.5 Not to change the number of (s) allocated to the Property at the time of the tenancy.
- 4.1.6 To pay the telephone rental in respect of any television set at the Property.
- 4.1.7 If the Tenant has any television set, receiver, video equipment, cable or other communication equipment, he 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 become dirty or in a clean condition.
- 4.2.2 To make good any damage caused 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 to the Property set out in this Agreement;

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- b) any i
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- 4.2.3 Subject to the provisions in clause 7 to ensure that all taps, baths, wash basins, domestic water heaters and internal pipes, gullies, downpipes and gutters in or connected with the Property are kept clean and open and not to cause damage or nuisance to the Property, conduit fittings or appliances within or outside the Property.
- 4.2.4 To keep the Property at a reasonable level during the winter months to prevent freezing of the water pipes, drains, tanks and other fixtures by cold weather.
- 4.2.5 To test all smoke and fire 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.
- 4.2.6 To replace and repair any gas and electrical fuses which become defective.
- 4.2.7 To give the Landlord notice of any damage, destruction, loss or happening to the Property as soon as it comes to the attention of the Tenant.
- 4.2.8 If the Landlord requires the Tenant to carry out any repairs or maintenance under this Agreement, the Tenant shall receive sufficient notice in writing to enter the Property to carry out the said works the cost of which will be paid by the Tenant on demand.
- 4.2.9 To have all common areas cleaned at least once in every twelve months throughout the tenancy and at the end of the tenancy.
- 4.2.10 To give notice to the local authority if disinfection or fumigation is required in the case of an emergency infestation of rats, mice, fleas, insects and other vermin and (if the problem has been caused by the Tenant or the occupants or visitors) to bear the cost of any disinfection and further to pay for the cost of redecoration or replacement of any articles destroyed or damaged on account of such infection, infestation or vermin.
- 4.2.11 To clean the Property every 3 months and at the end of the tenancy and to replace or broken glass as soon as possible when damaged or broken by the Tenant or the occupants or visitors have caused the damage.
- 4.2.12 To place all rubbish in a suitable container and to ensure that rubbish is regularly collected by the local authority.
- 4.2.13 To maintain the garden free from weeds and litter and not to make any alterations to the composition of the garden or to the composition

4.3 Access for Landlord

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4.3.1 To allow the Tenant or their respective agents or any other person with the authority together with any workmen and necessary materials to enter the Property at reasonable times of the day to inspect the state of repair and to carry out any necessary repairs which the Landlord has given reasonable notice (with the Tenant's consent) beforehand and not to interfere with the Tenant's persons.

4.3.2 In cases of emergency the Landlord or the owner of the Block may enter the Property at any time and without notice.

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

4.3.4 To allow the Tenant access to inspect the Property by prior arrangement 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 profession or trade in 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 occupiers 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 affecting the Property (including any superior leasehold) title which the Landlord has given attention.

4.4.5 Not to cause or allow any dangerous or inflammable substance to collect 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.

4.4.8 Not to leave the Property empty for more than 21 consecutive days without the Landlord's consent.

4.4.9 Not to smoke

4.4.10 To comply with any regulations affecting the Property which the Landlord has given attention.

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

4.4.12 Not to assign or sublet or any part of the Property and not to part with possession or occupation of the Property or any part of it save that the Tenant may permit a director or employee of the Tenant to occupy the Property subject to that employee having the Landlord's consent.

4.4.13 Not to permit any person to use the Property as a lodger.

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4.4.14 To carry out any works or repairs to the Property which are required to satisfy the “right to rent” requirements of the Immigration Act 2014 in relation to any sub-letting or letting of the Property, whether authorised by the Landlord or not.

4.4.15 Not to do any works or repairs to the Property which may make void or voidable any policy of insurance covering the Property (details of which policy or policies have been provided to the Tenant) or which may cause an increased premium to be payable to the Landlord on demand all sums payable by way of increased premiums and all expenses incurred by the Landlord in relation to any renewal of such policy to be borne by the Tenant in accordance with each of this sub-clause.

4.4.16 Not to make any alterations to the Property nor to replace or alter any locks on the Property without the previous written consent of the Landlord (except in emergency) and the Tenant agrees to the new locks shall at the expense of the Tenant be provided by 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 belonging to the Property without the prior written consent of the Landlord.

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

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

4.4.20 Not to leave any items or hang any washing in the common areas of the Property.

4.4.21 To comply with any requirements of the owner of the Block its agents or any management company in relation to the Block may from time to time make in 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 deliver a copy of such notice to the Landlord and to the Tenant as a result of the notice direction or order unless the Landlord directs otherwise to so by the Landlord.

4.5.2 To forward to the Landlord within 7 days of receipt any post or other items delivered to the Tenant or the Tenant’s agent or agent of the Tenant.

4.5.3 Promptly on request to provide such checks and certificates as may be reasonably required by the Landlord or the Landlord’s agent or agents of the Property.

4.5.4 Where any person occupying the 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.

4.5.5 To notify the Landlord of the immigration status of any adult occupier of the Property and to notify the Landlord 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 in a clean and tidy so that the Property is ready for immediate re-letting.

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4.6.2 To hand over the tenancy with this sub security lock

Landlord's agent on the last day of and if the Tenant fails to comply shall have the right to change all tenant's expense.

4.6.3 If the Tenant Tenant's home the end of the

items belonging to members of the been removed from the Property at

a) if the Property rent removed

at the Landlord from re-letting the damages at the rate equal to the property until the Tenant shall have

b) if the Landlord agreed incur

the goods in a reasonable time the remove the goods and the Tenant Landlord for all reasonable expenses storage or disposal of the goods.

4.7 **Landlord's costs**

4.7.1 To indemnify arising from

all reasonable costs and expenses ment by the Tenant.

4.7.2 To indemnify by the Landlord Tenant.

of all reasonable costs incurred ms of this Agreement against the

4.7.3 To pay all re and serving:

urred by the Landlord in preparing

a) any re even

of the Law of Property Act 1925 thout a court order;

b) a schedule regard

recording the Tenant's default as ty at the end of the tenancy.

5. **LATE PAYMENT OF RENT**

If any Rent shall without pre have become due (whether rate of Barclays Bank plc s

ars for 7 days after the same shall (not) interest at 2% above the base enant.

6. **FORFEITURE**

If the Rent is at least 21 da has been a substantial bre the Landlord may forfeit the the Property. The other rig

inally demanded or not) or if there nt's obligations in this Agreement an end) and recover possession of Landlord will remain in force.

(Note: This clause does not a Act 1977. The Landlord cannot made an order for possession

ant under the Protection from Eviction ct a Tenant without a court having first

7. **THE LANDLORD'S OBLIG**

The Landlord agrees with t

7.1 That the Tenant n tenancy without an under or in trust for

d enjoy the Property during the Landlord or any person claiming

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7.2 To return to the To
Property has been
been made uninhab

7.3 To repair the structure and external pipes.

7.4 To repair and maintain the supply of water, gas, heating and hot water

7.5 To comply with the requirements of the Carbon Monoxide Alarm (BS 5706) Regulations, the following testing of smoke and carbon monoxide alarms is required:

7.6 That the Tenant is aware that the Landlord can claim damages from the Tenant if the Tenant cannot obtain the insurance or those of the Tenant's insurers.

for any period during which the
 provided that the Property has not
 action or negligence of the Tenant.

Property including drains, gutters

apparatus in the Property for the
sanitary apparatus and the central

ns in The Smoke and Carbon
15 relating to the provision and
ns.

Damage to the Property where the
 or any insurance policy maintained
 on will not apply if the Landlord
 use of the Tenant's acts or default
 or visitors.

8. [TERMINATION

8.1 The Landlord may at any time to end this lease on the last day of a rental period from the start of the

>> months prior written notice at
at such notice must expire on the
expire sooner than << 6>> months

8.2 The Tenant may give written notice to the Landlord at any time to end this Agreement. The notice must be given at least 30 days of a rental period and must be given at the start of the tenancy.

months prior written notice at any such notice must expire on the last day of the month which is sooner than << 6 >> months from

9. NOTICES

9.1 Under section 48 of the Landlord and Tenant Act 1954, a tenant is notified that notices will be served on the tenant by the Tenant Representative.

nt Act 1987 the Tenant is hereby
ceedings) must be served on the
ess:

$$\begin{array}{cc} \angle < & \angle > \\ \angle < & \angle > \\ \angle < & \angle > \end{array}$$

9.2 [If the Tenant serve
Landlord's agent at

and he must also send a copy to the

$$\begin{array}{cc} << & >> \\ << & >> \\ << & >> .1 \end{array}$$

9.3 The Landlord must

Tenant at the Property.

10. JURISDICTION

This Agreement shall be g

England and Wales.

SIGNED by

<<Name of Landlord >>
Landlord

SIGNED by

<<Name of Tenant(s)>>
Tenant(s)

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