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AGREEMENT dated the << >>

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

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

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 grounds (including the area 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 it were a contractual periodic tenancy. 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**") <>> on the << >> day of every month.

1. OUT-OF-SEASON HOLIDAY LETTING

- 1.1 The Landlord lets a part of the Property for the Term at the Rent.
- 1.2 The Tenant may use the Property for the Term at the Rent for the use of corridors staircase and lift (if any) leading to the Property.
- 1.3 The Landlord hereby lets the Property as an out-of-season holiday letting of a property for the Term at the Rent. The Landlord gives notice that this is an out-of-season holiday letting within the period of twelve months before the start of the letting. The Property shall not be occupied under a holiday letting contract. The Landlord shall have the right to recover possession of the Property under ground 6 of Schedule 2 of the Housing Act 1988.
- 1.4 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 the Landlord or the Tenant under this Agreement includes an obligation on the Landlord or the Tenant to do an act or thing or to cause or permit another person to do such act or thing.
- 2.2 Whenever there is more than one Landlord or Tenant 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 the Tenant agree that this Agreement should be interpreted in accordance with the provisions of this Agreement.

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enforceable by any
Parties) Act 1999.

of the Contracts (Rights of Third

2.4 An obligation in this
Value Added Tax in

they includes an obligation to pay

3. THE DEPOSIT

3.1 The Tenant must pay
the Landlord's agent

>> ("**Deposit**") to the Landlord or
agreement.

3.2 The Deposit is a "tenancy
Act 2004. The Landlord
authorised scheme

and in section 213(8) of the Housing
the Deposit in accordance with an
that Act.

3.3 The Deposit is paid
in this Agreement.
for the reasonable cost

performance of the Tenant's obligations
the Deposit to compensate himself
the Tenant of those obligations.

3.4 [The Deposit is to be held
Tenancy Deposit Protection
the Deposit Protection

in accordance with an approved
scheme.] [The Deposit is to be held by

3.5 The Landlord has paid
received the information
2004 as set out in
Order 2007 (SI 2007

within 30 days of the Deposit being
section 213(5) of the Housing Act
Deposits) (Prescribed Information)

3.6 The Landlord and Tenant
shall be paid to the

cost (if any) accrued on the Deposit

3.7 The Landlord shall
ending if the Landlord

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

3.8 The Landlord shall
within 20 working days
be repaid in the sum
parties are in dispute

under the tenancy deposit scheme
tenancy either that the Deposit is to
Landlord and Tenant or that the
repaid.

4. THE TENANT'S COVENANTS

The Tenant agrees with the

4.1 Rent, Council Tax

4.1.1 To pay the rent on the
off and by the Tenant
Landlord.

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

4.1.2 To pay the Council Tax

party to the relevant local authority.

4.1.3 To pay to the Landlord
electricity, gas, water,
during the tenancy
and cable charges
necessary for the
apportioned
covered by the Tenant
charges and
made for acting

charges in relation to the supply of
(sewerage) services to the Property
charges for the use of any telephone
party during the tenancy. Where
by the service provider will be
duration of the tenancy. The sums
standing charges or other similar
as well as any charges which may be

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

4.1.5 Not to change (s) allocated to the Property at the date of this Agreement.

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

4.1.7 If the Tenant has any television, receiver, video equipment, cable or satellite equipment, it shall return to the hirer at the end of the tenancy.

4.1.8 *If the Property is let furnished*
[To pay the cost of replacing a key or security device to access the Property upon receipt of written evidence of the costs incurred]

OR

If the Property is let unfurnished
[To pay the cost of replacing, changing, adding or removing a key or security device to access the Property upon receipt of written evidence of the costs incurred by the Landlord].

4.2 **Repair and maintenance and contents**

4.2.1 To use the Property in a careful and careful manner and not allow it to deteriorate or become dirty (and tear).

4.2.2 To make good any damage to the Property (including the Landlord's fixtures and fittings) and any other property owned by the Tenant.

- a) any damage set out in this Agreement;
- b) any damage in the presence of the Tenant or any person other than the Landlord's permission.

4.2.3 Subject to the provisions in clause 7 to keep the items specified in Schedule 1 in the same condition as at the commencement of the tenancy (except for fair wear and tear).

4.2.4 Subject to the provisions in clause 7 to ensure that all taps, baths, wash basins, domestic water heaters and internal pipes, drains, gullies, downpipes and gutters in or connected with the Property are kept clean and open and not to cause any damage or nuisance within or outside the Property.

4.2.5 To keep the Property at a reasonable level during the winter months to prevent the freezing of tanks and other fixtures by cold weather.

4.2.6 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.

4.2.7 To replace any defective electrical fuses which become defective.

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4.2.8 To give the tenant notice of any damage, destruction, loss or contents howsoever caused as soon as it comes to the tenant's attention.

4.2.9 At the end of the tenancy the tenant shall ensure that all linen (if any) is freshly laundered and that the Property is to a professional standard all carpets, upholstery, curtains and other articles set out in Schedule 1 to have the carpets cleaned to a professional standard every twelve months throughout the tenancy.

4.2.10 To give notice to the relevant local authority or sanitary authority if disinfection or fumigation is required as a consequence of the occurrence of any infestation of rats, mice, fleas, insects and other vermin.

4.2.11 To clean the Property every 3 months and at the end of the tenancy and to replace any cracked or broken glass as soon as possible when such damage has been caused by the tenant or his family or visitors have caused the damage or broken glass.

4.2.12 To place all rubbish in a suitable receptacle and to ensure that rubbish is collected regularly 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 of trees, shrubs or hedges.

4.2.14 Not without the written consent of the Landlord to remove from the Property any of the contents of the Property other than for necessary repairs (in which case a receipt 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 together with any workmen 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 exception of those undertaken by the Landlord has given reasonable notice (with the exception of those undertaken) beforehand and not to interfere with the tenant or his family or visitors.

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

4.3.3 During the tenancy the tenant shall agree to allow the Landlord and/or his authorised agents to enter the Property with prospective tenants or other interested parties at any time of the day and subject to reasonable notice (usual notice).

4.3.4 To allow the Landlord or his authorised agents to have access to inspect the Property at regular intervals throughout the tenancy and to carry out any necessary repairs.

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 or any other trade or activity on the Property.

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4.4.2 Not to do a
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occupiers of

which may be a nuisance to or
the Landlord or the tenants or

4.4.3 Not to use th

or immoral purposes.

4.4.4 Not to use
affecting the
Landlord has

which contravenes a restriction
(superior leasehold) title which the
attention.

4.4.5 Not to caus
collect in o
domestic us

ous or inflammable substance to
from those needed for general

4.4.6 Not to displa
the Property

ement that is visible from outside

4.4.7 Not to keep
first obtainin

nal or bird or domestic pet without
consent.

4.4.8 Not to leave
days without

ed for more than 21 consecutive
llord.

4.4.9 Not to smok

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4.4.10 To comply w
the Landlord

ions affecting the Property which
nt's attention.

4.4.11 Not to apply

in respect of the Property.

4.4.12 Not to assign
to part with p
of it.

or any part of the Property and not
upation of the Property or any part

4.4.13 Not to permi

the Property as a lodger.

4.4.14 To carry o
requirements
letting or li
Landlord or t

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d to satisfy the "right to rent"
Act 2014 in relation to any sub-
nts, whether authorised by the

4.4.15 Not to do an
of insurance
which policy

or make void or voidable any policy
roperty or the contents (details of
provided to the Tenant).

4.4.16 To be resp
Property.

/or security device to access the

4.4.17 Not to make
replace or ac

uplicate keys to the Property nor to
Property.

4.4.18 Not to alter
or interior of
and effects b

the appearance, structure, exterior
angement of the fixtures, furniture
.

4.4.19 Not to alter
wiring, pipes
electrical wir

to the walls or damage the floors,
erty and not to alter or extend any
allation on the Property.

4.4.20 Not to erect
television ae

the Property any satellite dish or
sent in writing of the Landlord.

4.4.21 Not to leave
the commun

any items or hang any washing in

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4.4.22 To comply with the instructions of the owner of the Block its agents or any manager of the Block may from time to time make in the management of the Block.

4.5 **Notices and legal**

4.5.1 Within 7 days of receipt of any notice direction or order affecting or being likely to affect the use of the Property the Tenant shall deliver such a copy of such notice to the Landlord as a result of the notice direction or order unless otherwise stated to do so by the Landlord.

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

4.5.3 Promptly on receipt of any notices or orders to comply with such checks and provide such information as is reasonably required by the Landlord to ensure compliance with the obligations of 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 so 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 tidy so that the Property is ready for immediate re-letting.

4.6.2 To hand over the keys to the Landlord's agent on the last day of the tenancy.

4.6.3 If the Tenant's belongings have not been removed from the Property at the end of the tenancy the Landlord shall take reasonable steps to collect them. If, within [14] days from the end of the tenancy the Tenant's belongings have not been collected, the Landlord shall remove and dispose of the goods.

4.7 **Landlord's costs**

To pay all reasonable costs incurred by the Landlord to remedy any breach of this Agreement and to enforce the terms of this Agreement against the Tenant.

5. **LATE PAYMENT OF RENT**

If any Rent shall without payment of the same shall have become due and payable above the Bank of England and the Tenant shall be liable for [14] or [7]¹ days after the Rent is demanded (or not) interest at 3% per annum to be payable by the Tenant.

6. **FORFEITURE**

If the Rent is at least 21 days in arrears (whether or not formally demanded or not) or if there has been a substantial breach of the Tenant's obligations in this Agreement

¹ If the Property is in England you can rely on the Late Payment of Commercial Debts (Interest) Act 1998 (LPCDA) (England) or the Late Payment of Commercial Debts (Interest) Regulations 2020 (The Renting Homes (Fees) Regulations 2020) (Wales).

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the Landlord may forfeit the tenancy if the Tenant fails to pay the rent by the due date (in any event) and recover possession of the Property. The other rights 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 evict a Tenant without a court having first made an order for possession of the Property.)

The Landlord can only remove the Tenant from the Property by giving the Tenant notice in writing of his intention to seek possession (after the Term of this Agreement has expired) and by obtaining a court order for possession of the Property before the expiry of the period set out in Schedule 2 to the Housing Act 1988.

Ground 8: that both at the date of the proceedings for possession and at the date of the first hearing there is (a) at least eight weeks' rent unpaid where rent is payable monthly, (b) at least two months' rent unpaid if rent is payable more than monthly, (c) at least three months' arrears if rent is payable quarterly, or (d) at least six months' arrears if rent is payable yearly.

Ground 10: that there is some other substantial reason for the landlord's intention to commence proceedings for possession of the Property begun.

Ground 11: that the tenant has failed to pay the rent.

Ground 12: that any obligation imposed by the tenancy has not been broken or not performed.

Ground 13: that the condition of the Property or any part thereof has deteriorated because of the behaviour of the tenant or any other person lawfully on the Property.

Ground 14: that the tenant or any other person lawfully on 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 arrestable offence.

Ground 15: that the condition of the Property has deteriorated because it has been ill-treated by the tenant or someone living on the Property.

Ground 17: that the landlord has evicted the tenant or attempted to do so knowingly or recklessly by either fraud or duress.

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 entitled to possession of the Property for any period during which the Property has not been made uninhabitable by the Tenant's default or negligence of the Tenant.
- 7.2 To return to the Tenant the Property in the same state as it was in when first let, subject to fair wear and tear, and to repair the structure and external pipes of the Property including drains, gutters and downpipes.
- 7.3 To repair and maintain the Property including the supply of water, gas, electricity, heating and hot water apparatus in the Property for the sanitary apparatus and the central heating system.
- 7.4 To comply with the provisions in The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 relating to the provision and maintenance of smoke and carbon monoxide alarms.
- 7.5 To indemnify the Landlord against any claim for damage to the Property where the Tenant or any person claiming to be entitled to possession of the Property is responsible for any insurance policy maintained by the Landlord.
- 7.6 That the Tenant is to be responsible for the repair and maintenance of the interior of the Property and the contents of the Property.

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an end) and recover possession of the Property. The other rights of the Landlord will remain in force.

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Property by giving the Tenant notice in writing of his intention to seek possession (after the Term of this Agreement has expired) and by obtaining a court order for possession of the Property before the expiry of the period set out in Schedule 2 to the Housing Act 1988.

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at the date of service of notice of the proceedings for possession of the Property begun.

ing rent.

broken or not performed.

non parts has deteriorated because of the behaviour of the tenant or any other person lawfully on the Property.

ing 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 arrestable offence.

orated because it has been ill-treated by the tenant or someone living on the Property.

tenancy by a false statement made knowingly or recklessly by either fraud or duress.

by the Landlord provided that the Landlord cannot obtain the insurance or those of the Tenant.

on will not apply if the Landlord uses the Tenant's acts or default.

8. [TERMINATION]

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

>> months prior written notice at such notice must expire on the last day of a rental period or expire sooner than << 6>> months.

8.2 The Tenant may give written notice at any time to end this Agreement on the last day of a rental period from the start of the tenancy.

>> months prior written notice at any time such notice must expire on the last day of a rental period or sooner than << 6>> months from 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 proceedings) must be served on the Landlord by the Tenant in the following manner:

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

<< >>
<< >>
<< >>.

9.2 [If the Tenant serves a notice on the Landlord's agent at the Property, he must also send a copy to the Landlord at the following address:

and he must also send a copy to the Landlord at the following address:

<< >>
<< >>
<< >>.]

9.3 The Landlord must give written notice to the Tenant at the Property.

at the Property.

10. JURISDICTION

This Agreement shall be governed by the law of England and Wales.

England and Wales.

SIGNED by

<<Name of Landlord >>
Landlord

SIGNED by

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

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