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AGREEMENT dated the << >>

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

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

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

together with the effects specified in the inventory
signed by the parties

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, the Tenant shall, at the last day of the fixed term, 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
periodic tenancy will be the same as those for which rent is payable under this Agreement. 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. OUT-OF-SEASON HOLIDAY LETTING

- 1.1 The Landlord lets a part of the Property for the Term at the Rent.
- 1.2 The Landlord hereby gives notice that this is an out-of-season holiday letting of a property within the period of twelve months ending with the beginning of the contract. The Landlord shall be entitled to recover possession of the Property under ground 1 of the Housing Act 1988.
- 1.3 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 Tenant under this Agreement includes an obligation on the other party to do an act or thing or to refrain from doing such act or thing.
- 2.2 Whenever there is more than one party to the Agreement comprising the Landlord or the Tenant, the obligations shall be against all of them jointly and severally.
- 2.3 The Landlord and Tenant agree that this Agreement should be enforceable by any party to the Agreement (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.

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2.5 A reference to a statute in force for the time being is a reference to it as it is in force (including as amended, extended or re-enacted).

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 must hold the Deposit in accordance with an approved scheme authorised under that Act.

3.3 The Deposit is paid in this Agreement. The Landlord uses the Deposit to compensate themselves for the reasonable costs incurred in the performance of the Tenant’s obligations under the Deposit to compensate themselves for the Tenant of those obligations.

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

3.5 The Landlord has provided the Tenant with the information received within 30 days of the Deposit being received the information in accordance with section 213(5) of the Housing Act 2004 as set out in the Prescribed Information Order 2007 (SI 2007/1057).

3.6 The Landlord and Tenant shall be paid to the Tenant the 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 is not liable to retain any part of the Deposit.

3.8 The Landlord shall return the Deposit within 20 working days of the tenancy ending if the Landlord is not liable to retain any part of the tenancy deposit scheme. The Landlord shall return the Deposit to the Tenant 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.

4. THE TENANT’S COVENANTS

The Tenant agrees with the Landlord that the Tenant shall:

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 to the Landlord in writing by the Tenant to the Landlord.

4.1.2 To pay the Council Tax to the relevant local authority.

4.1.3 To pay to the Landlord the charges in relation to the supply of (including water, gas, electricity, gas, sewerage) services to the Property during the tenancy. Where charges for the use of any telephone or other services are made for the Property during the tenancy. Where necessary to the Landlord the charges by the service provider will be apportioned to the Tenant for the duration of the tenancy. The sums payable by the Tenant shall include standing charges or other similar charges and any charges which may be made for access to the Property.

4.1.4 Not to charge the Landlord for the provision of services by service providers or metering equipment without the written consent of the Landlord.

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- 4.1.5 Not to change the colour of any wall (s) allocated to the Property at the date of this Agreement.
- 4.1.6 To pay the tenancy deposit 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, the Tenant must return to the hirer at the end of the tenancy.
- 4.1.8 To pay the full costs of replacing a key or security device to access the Property on receipt of written evidence of the costs incurred.

4.2 **Repair and maintenance and contents**

- 4.2.1 To use the Property in a safe and careful manner and not allow it to deteriorate or become dirty or in poor condition (including clean condition and wear and tear).
- 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 Tenant or any other person set out in this Agreement;
 - a) any damage caused by the negligence of the Tenant or any person acting on behalf of the Tenant without the Tenant's permission.
 - b) any damage caused to the Property at the Property.
- 4.2.3 Subject to the terms set out in clause 7 to keep the items specified in clause 7 in the same condition as at the commencement of the tenancy (except for fair wear and tear).
- 4.2.4 Subject to the terms set out in clause 7 to ensure that all taps, baths, washbasins, showers, 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 freezing of tanks and other parts of the Property or the water pipes, drains, tanks and other parts of the Property by cold weather.
- 4.2.6 To test all smoke and carbon monoxide alarms at the Property every month, to check the batteries on each alarm when necessary and to replace the batteries in the alarms to the Landlord as soon as possible.
- 4.2.7 To keep all fire doors at the Property closed at all times and to ensure that the fire doors and or door closers to the Property are kept in good condition.
- 4.2.8 To replace any light bulbs and electrical fuses which become defective.
- 4.2.9 To give the Landlord notice of any damage, destruction, loss or theft of any contents howsoever caused as soon as it comes to the attention of the Tenant.
- 4.2.10 At the end of the tenancy to ensure that all linen (if any) is freshly laundered and that all carpets, bedspreads, curtains, upholstery, curtains and other

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Inventory and to have the carpets cleaned to a standard at least once in every twelve months throughout the tenancy.

4.2.1 The Tenant shall ensure that the Property is kept in a clean and sanitary condition and shall engage a professional cleaner or landlord or proper sanitary authority if disinfection is required in consequence of the occurrence of any contagious illness or infestation of rats, mice, fleas, or other vermin on the Property.

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4.2.1 The Tenant shall ensure that any broken glass is replaced at least every 3 months and at the end of the tenancy any damaged or broken glass as soon as practicable, if the Tenant, their family or visitors have caused the damage.

4.2.1 The Tenant shall provide a proper receptacle and to ensure that rubbish is disposed of 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 soil or turf.

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4.2.1 The Tenant shall ensure that the Landlord is notified in writing of the Landlord to remove from the Property any items listed in the Inventory otherwise than for necessary repairs (written notice shall be given to the Landlord).

4.3 **Access**

4.3.1 The Tenant shall allow the Landlord and/or their agent or anyone with Landlord's consent to enter the Property together with any workmen and necessary appliances at reasonable times of the day to inspect its condition, to carry out any necessary repairs and to carry out any necessary repairs if the Landlord has given reasonable notice (with regard to the tenancy) beforehand and not to interfere with or obstruct the Tenant's use of the Property.

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4.3.2 The Tenant shall allow the Landlord or anyone with the Landlord's consent to enter the Property at any time and without notice for the purpose of inspecting the Property.

4.3.3 The Tenant shall allow the Landlord and/or their agent to view the Property with prospective tenants or other persons at reasonable times of the day and subject to reasonable notice (with regard to the tenancy).

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

4.4 **Use**

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4.4.1 The Tenant shall use the Property 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 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.

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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 Not to place or store any dangerous or inflammable substance to the Property apart from those needed for general household use.
- 4.4.6 Not to place any notice or advertisement that is visible from outside the Property.
- 4.4.7 Not to keep on the Property any animal or bird or domestic pet without the Landlord's written consent.
- 4.4.8 Not to leave the Property unoccupied for more than 21 consecutive days without notice to the Landlord.
- 4.4.9 Not to use the Property as a business premises.
- 4.4.10 Not to place on the Property any soft furnishings, fixtures and fittings that do not comply with fire safety laws and regulations.
- 4.4.11 Not to tamper with any fire prevention and fire control equipment (including fire alarm and safety equipment) provided at or in the Property.
- 4.4.12 Not to block or obstruct any escape route or prop open or otherwise tamper with any door or window frame or at the Property.
- 4.4.13 Not to place on the Property any planning conditions affecting the Property which are not mentioned in the Tenancy Agreement brought to the Tenant's attention.
- 4.4.14 Not to place on the Property any planning permission in respect of the Property.
- 4.4.15 Not to sublet the Property or any part of the Property and not to allow any person to share occupation of the Property or any part of the Property.
- 4.4.16 Not to use the Property as a lodger.
- 4.4.17 Not to place on the Property any checks required to satisfy the "right to rent" provisions of the Immigration Act 2014 in relation to any sub-tenant or person who the Tenant grants, whether authorised by the Landlord.
- 4.4.18 Not to place on the Property any insurance policy which may make void or voidable any policy of insurance in respect of the Property or on the contents (details of which policy are provided to the Tenant).
- 4.4.19 Not to place on the Property any keys or security device to access the Property.
- 4.4.20 Not to make any duplicate keys to the Property nor to allow any person to have access to the Property.
- 4.4.21 Not to interfere with the appearance, structure, exterior or interior of the Property or the arrangement of the fixtures, furniture or fittings of the Property to the Landlord.
- 4.4.22 Not to affix anything to the walls or damage the floors, ceilings, doors, windows, drains of the Property and not to alter or extend any electrical, plumbing or gas installation on the Property.
- 4.4.23 Not to place on the Property any soft furnishings, fixtures and fittings, that do not comply with fire safety laws and regulations.
- 4.4.24 Not to tamper with any fire prevention and fire control equipment (including fire alarm and safety equipment) provided at or in the Property.

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4.4.2 The escape route or prop open or otherwise tamper
in or at the Property.

4.4.2 in or affix to the Property any satellite dish or
at the prior consent in writing of the Landlord.

4.5 **Notic**

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4.5.1 ipt of any notice, direction or order affecting or
e Property, to deliver such a copy of such notice

4.5.2 dlord, within 7 days of receipt, any post or other
Property, addressed to them.

4.5.3 y the Landlord to comply with such checks and
nts as are reasonably required by the Landlord,
ent” of all adult occupiers of the Property.

4.5.4 prier of the Property has a time-limited “right to
e Landlord such proof of their continued “right to
required by the Landlord from time to time.

4.5.5 l promptly if the immigration status of any adult
y changes such that the “right to rent” is lost.

4.6 **End**

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4.6.1 ncy to remove the Tenant’s belongings from the
e Property clean and tidy so that the Property is
-occupation.

4.6.2 andlord or the Landlord’s agent on the last day of
the Property.

4.6.3 gings shall not have been removed from the
the tenancy, the Landlord shall take reasonable
enant to notify them. If, within [14] days from the
e Tenant’s belongings have not been collected,
titled to remove and dispose of the goods.

4.7 **Land**

To pa and expenses incurred by the Landlord, to remedy
any b t by the Tenant and to enforce the terms of this
Agre t.

5. **LATE PAYM**

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If any Rent ement be in arrears for 14 days after the same
shall have b nally demanded or not), interest at 3% above the
Bank of Eng payable by the Tenant.

6. **FORFEITUR**

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If the Rent is e (whether formally demanded or not), or if there
has been a s of the Tenant’s obligations in this Agreement, or
if the Tenant e Landlord may forfeit the tenancy (i.e. bring it to
an end) and e Property. The other rights and remedies of the
Landlord will

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7.1.4 ... in working order the apparatus in the Property for, gas and electricity and all sanitary apparatus and hot water systems.

7.1.5 ... landlord's obligations in The Smoke and Carbon Monoxide (Land) Regulations 2015 relating to the provision and carbon monoxide alarms.

7.1.6 ... required to repair damage to the Property where the cost of repairs under any insurance policy provided that this exception will not apply if the Tenant obtains the insurance proceeds because of the negligence of the Tenant or those of the Tenant's family or visitors.

8. [TERMINATION]

8.1 The Tenant shall give 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 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 Landlord is not the Landlord, they must also send a copy to 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

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SIGNED by
<<Name of Tenant(s)
Tenant(s)

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