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1. OUT-OF-SEASON HOLIDAY LETTING

1.3 It is a condition of the [REDACTED] that the occupants of the Property maintain a "right to rent" as defined in the Immigration Act 2014 at all times during the Term.

2.4 An obligation in this [REDACTED] they includes an obligation to pay Value Added Tax in [REDACTED]

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3. THE DEPOSIT

- 3.1 The Tenant must pay the Deposit to the Landlord or the Landlord's agent in accordance with the Agreement. >> ("**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 approved scheme under that Act.
- 3.3 The Deposit is paid to the Landlord in this Agreement. The Landlord shall use the Deposit to compensate himself for the reasonable costs incurred by the Tenant of those obligations.
- 3.4 [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, 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 Housing Act 2004 (Prescribed Information) Order 2007 (SI 2007/1004).
- 3.6 The Landlord and Tenant shall be paid to the Tenant the interest (if any) accrued on the Deposit.
- 3.7 The Landlord shall repay the Deposit within 10 working days of the tenancy ending if the Landlord is not entitled to retain all or part of the Deposit.
- 3.8 The Landlord shall repay the Deposit within 20 working days of the tenancy ending if the Landlord is not entitled to retain all or part of the Deposit. If the Landlord and Tenant are in dispute as to whether the Deposit is to be repaid, the Landlord shall be repaid.

4. THE TENANT'S COVENANTS

The Tenant agrees with the Landlord that:

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 means specified in writing by 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 (water, gas, electricity, heating, sewerage) services to the Property during the tenancy. The Tenant shall be responsible for the use of any telephone and cable services during the tenancy. Where necessary, the charges shall be apportioned between the Tenant and the Landlord. The sums payable by the Tenant shall include standing charges or other similar charges and any charges which may be made for acting as a guarantor.
- 4.1.4 Not to change the Landlord's service providers or metering equipment without the written consent of the Landlord.
- 4.1.5 Not to change the number of persons (s) allocated to the Property at the date of this Agreement.

- 4.1.6 To pay the t
Property.
- 4.1.7 If the Tenant
equipment of
the tenancy.
- 4.1.8 *If the Proper*
[To pay the
device to ac
costs incurre
OR
If the Proper
[To pay the
removing a
of written ev
- respect of any television set at the
- , receiver, video equipment, cable
ts return to the hirer at the end of
- costs of replacing a key or security
receipt of written evidence of the
- of replacing, changing, adding or
access the Property upon receipt
ed by the Landlord].

4.2 **Repair and maintenance and contents**

- 4.2.1 To use the P
it to deterior
clean conditi
- 4.2.2 To make g
Landlord's fi
Landlord thro
- a) any b
b) any i
at the
- 4.2.3 Subject to t
specified in
commencem
- 4.2.4 Subject to th
baths, wash
internal pipe
connected v
damage or
within or ex
- 4.2.5 To keep the
months to p
tanks and ot
- 4.2.6 To test all s
month, to ch
report any fa
as possible.
- 4.2.7 To replace a
defective.
- 4.2.8 To give the
happening to
as it comes t
- and careful manner and not allow
erior of the Property in good and
and tear).
- d to the Property (including the
any other property owned by the
- set out in this Agreement;
- gence of the Tenant or any person
t's permission.
- s in clause 7 to keep the items
in the same condition as at the
pt for fair wear and tear).
- in clause 7 to ensure that all taps,
s, domestic water heaters and
ullies, downpipes and gutters in or
ept clean and open and not to
es, conduit fittings or appliances
erty.
- reasonable level during the winter
roperty or the water pipes, drains,
by cold weather.
- xide alarms at the Property every
ach alarm when necessary and to
e alarms to the Landlord as soon
- and electrical fuses which become
- f any damage, destruction, loss or
ntents howsoever caused as soon
nant.

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

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

4.2.11 To clean the interior of 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 broken or damaged by the Tenant or visitors have caused the damage or broken glass.

4.2.12 To place all rubbish in a suitable container and to ensure that rubbish is removed from the Property to the local authority.

4.2.13 To maintain the garden free from weeds and litter and not to alter the appearance of the garden or to the composition of the garden.

4.2.14 Not without the written consent of the Landlord to remove from the Property any item other than for necessary repairs (in which case the Landlord shall be given to the Landlord).

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4.3 **Access for Landlord**

4.3.1 To allow the Landlord's agent or anyone with Landlord's written authority to enter the Property at any times of the day to inspect its condition and to carry out any necessary repairs provided the Landlord gives reasonable notice (with regard to the work to be undertaken) and not to interfere with or obstruct the Tenant in the use of the Property.

4.3.2 In cases of emergency the Landlord or anyone with the Landlord's authority may 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's agent access to inspect the Property at any time of the day by prior arrangement and at intervals throughout the tenancy and in the final month of the tenancy.

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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.

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4.4.3 Not to use the Property for any immoral or immoral purposes.

4.4.4 Not to use the Property for any purpose which contravenes a restriction affecting the Property (including a restriction in a superior leasehold) title which the Landlord has called to the attention.

4.4.5 Not to cause or permit the accumulation of any flammable or inflammable substance to collect in or on the Property or in the vicinity of the Property from those needed for general domestic use.

4.4.6 Not to display any sign or advertisement 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 unoccupied 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 called to the Tenant's attention.

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

4.4.12 Not to assign the Property or any part of the Property and not to sublet the Property or any part of it.

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

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

4.4.15 Not to do any act which would make void or voidable any policy of insurance or policies held by the Tenant or the contents (details of which policy or policies have been provided to the Tenant).

4.4.16 To be responsible for the installation of any alarm or security device to access the Property.

4.4.17 Not to make any alteration to the Property nor to replace or add to the fixtures or fittings of the Property.

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

4.4.19 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.

4.4.20 Not to erect any satellite dish or television aerial on the Property without the consent in writing of the Landlord.

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 use of the Property deliver such a copy of such notice to the Landlord.

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4.5.2 To forward to the Tenant any post or other items delivered to the Property and passed to him.

4.5.3 Promptly on request to comply with such checks and provide such information as reasonably requires by the Landlord or the Tenant or the occupiers of the Property.

4.5.4 Where any Tenant 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 if 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.

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 fails to remove their belongings 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 belongings have not been collected, the Landlord shall have the right to 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 to the Landlord above the Bank of England for [14] or [7]¹ days after the Rent is demanded or not) interest at 3% shall 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 (whether or not an end) and recover possession of the Property. The other rights of the Landlord will remain in force.

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

The Landlord can only remove the Tenant from the Property by giving the Tenant notice in writing.

¹ If the Property is in England you can rely on the Late Payment of Commercial Debts (Interest) Act 1998 (the "Late Payment Act"). If the Property is in Wales you can rely on the Late Payment of Commercial Debts (Interest) Act 1998 (the "Late Payment Act") and the Late Payment of Commercial Debts (Interest) Regulations 2020 (the "Late Payment Regulations").

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writing of his intention to seek possession of the Property (if the Term has expired) and by obtaining a writ of possession of the Property before the expiry of the Term. The grounds for possession are set out in Schedule 2 to the H

Ground 8: that both at the date of the proceedings for possession and at the date of the 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' rent in arrears if rent is payable quarterly, (d) at least six months' rent in 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.

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

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

Ground 13: that the condition of the Property or any part of it has deteriorated because of the behaviour of the tenant or someone living with the tenant.

Ground 14: that the tenant or someone living with the tenant has engaged in conduct which is or is likely to be prejudicial to the health or safety of persons or 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 or any part of it has deteriorated because it has been ill-treated by the tenant or someone living with the tenant.

Ground 17: that the landlord has evicted or seeks to evict the tenant knowingly or recklessly by either fraud or duress.

after the Term of this Agreement has expired, the Landlord may only order the Tenant to leave the Property if a ground for possession is proved (being grounds for possession other than Ground 10).

the landlord's intention to commence proceedings for possession of the Property at a court 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' rent in arrears if rent is payable quarterly, (d) at least six months' rent in arrears if rent is payable yearly.

at the date of service of notice of the proceedings for possession of the Property and the date on which proceedings are commenced.

ing rent.

broken or not performed.

non parts has deteriorated because of the behaviour of the tenant or someone living with the tenant.

ing the property (a) has been guilty of conduct which is or is likely to be prejudicial to the health or safety of persons 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

tenancy by a false statement made by the landlord or someone acting at the tenant's instigation.

7. THE LANDLORD'S OBLIGATIONS

7.1 The Landlord agrees to

7.1.1 That the Tenant shall be entitled to occupy and enjoy the Property during the Term of the tenancy without interference from the Landlord or any person claiming under the Landlord.

7.1.2 To return to the Landlord the Property in the same state as it was in at the start of the Term, subject to fair wear and tear, and not having been materially damaged by the Tenant.

7.1.3 To repair the Property including drains, gutters and external walls.

7.1.4 To repair and maintain the Property for the supply of water, gas, electricity and the central heating system.

7.1.5 To comply with the provisions of the Carbon Monoxide Alarms Regulations 2015 relating to the provision and testing of carbon monoxide alarms.

7.1.6 That the Tenant shall be responsible for the repair and maintenance of the Property and the Landlord shall be responsible for the repair and maintenance of the Property where the damage is caused by the Tenant's act or omission.

and enjoy the Property during the Term of the tenancy without interference from the Landlord or any person claiming under the Landlord.

payable for any period during which the Property is uninhabitable provided the Property has not been materially damaged by wilful destruction or negligence of the Tenant.

of the Property including drains,

nder the apparatus in the Property for the supply of water, gas, electricity and all sanitary apparatus and the central heating systems.

ations in The Smoke and Carbon Monoxide Alarms Regulations 2015 relating to the provision and testing of carbon monoxide alarms.

pair damage to the Property where the damage is caused by the Tenant's act or omission. The Landlord shall be responsible for the repair and maintenance of the Property where the damage is caused by the Tenant's family or visitors.

8. [TERMINATION

8.1 The Landlord may << >> months prior written notice at any time to end this Agreement. At such notice must expire on the last day of a rental period. The notice must expire sooner than << 6>> months from the start of the tenancy.

8.2 The Tenant may give << >> months prior written notice at any time to end this Agreement. At such notice must expire on the last day of a rental period. The notice must expire 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 at the following address:

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

9.2 [If the Tenant serves notice on the Landlord he must also send a copy to the Landlord's agent at << >>]

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

9.3 The Landlord must not allow any other person to occupy the Property as a Tenant at the Property.

10. JURISDICTION

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

SIGNED by
<<Name of Landlord >>
Landlord

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