

AGREEMENT dated the << >>

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

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

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

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

Block: The building and ground <<Description 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 may continue as a contractual periodic tenancy. The period of the periodic tenancy will be the same as those for which rent is payable under this Agreement. The periodic tenancy will 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") payable in advance on the << >> 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 << >> 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 good repair in accordance with the Housing Act 2014 at all times during the Term.

2. INTERPRETATION

- 2.1 Any obligation on the Tenant includes an obligation on the Landlord to do an act or thing or to require another person to do such act or thing.
- 2.2 Whenever there is an obligation on the Landlord or the Tenant their obligation shall be joint and several against each of them.
- 2.3 The Landlord and 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 Value Added Tax includes an obligation to pay the tax.
- 2.5 A reference to a statute or regulation is a reference to it as it is in force at the date of the Agreement.

force for the time being, and shall, if so 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 under that Act.
- 3.3 The Deposit is paid in full in this Agreement. The Landlord shall use the Deposit for the reasonable costs incurred in the performance of the Tenant's obligations under this Agreement. The Landlord shall use 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, 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 2007/1000).
- 3.6 The Landlord and Tenant shall agree 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 for any part of the Deposit.
- 3.8 The Landlord shall, within 20 working days of the end of the tenancy deposit scheme, notify the Tenant in writing either that the Deposit is to be repaid to the Landlord and Tenant or that the Deposit is to be repaid to the Tenant.

4. THE TENANT'S COVENANTS

The Tenant agrees with the Landlord that:

- 4.1 **Rent, Council Tax and Utilities**
- 4.1.1 To pay the Rent to the Landlord on the Due Date without deduction or set off and by the Landlord to the Tenant 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, or to the service provider, the charges in relation to the supply of (electricity, gas, water, sewerage) services to the Property during the tenancy. Where the charges for the use of any telephone or other communication service during the tenancy. Where the charges by the service provider will be borne by the Tenant during the tenancy. The sums payable by the Tenant shall include standing charges or other similar charges and any charges which may be payable by the Tenant.
- 4.1.4 Not to charge the Landlord for the provision of service providers or metering equipment without the written consent of the Landlord.

4.1.5 phone number(s) allocated to the Property at the
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4.1.6 licence fee in respect of any television set at the

4.1.7 of any television, receiver, video equipment, cable
to arrange for its return to the hirer at the end of

4.1.8 reasonable costs of replacing a key or security
Property upon receipt of written evidence of the
landlord.

4.2 **Repair and maintenance of the Property and contents**

4.2.1 in a reasonable and careful manner and not allow
to keep the interior of the Property in good and
it for fair wear and tear).

4.2.2 damage caused to the Property (including the
and fittings) or to any other property owned by the

the obligations set out in this Agreement;

se by or negligence of the Tenant or any person
with the Tenant's permission.

4.2.3 landlord's obligations in clause 7 to keep the items
tory clean and in the same condition as at the
tenancy (except for fair wear and tear).

4.2.4 landlord's obligations in clause 7 to ensure that all taps,
WCs, cisterns, domestic water heaters and
with drains, gullies, downpipes and gutters in or
Property are kept clean and open and not to
the pipes, wires, conduit fittings or appliances
serving the Property.

4.2.5 heated to a reasonable level during the winter
damage to the Property or the water pipes, drains,
ing apparatus by cold weather.

4.2.6 carbon monoxide alarms at the Property every
batteries in each alarm when necessary and to
problems with the alarms to the Landlord as soon

4.2.7 bs, batteries and electrical fuses which become

4.2.8 written notice of any damage, destruction, loss or
erty or the contents howsoever caused as soon
ntion of the Tenant.

4.2.9 ancy to ensure that all linen (if any) is freshly
ave cleaned to a professional standard all
duvets, carpets, upholstery, curtains and other
Inventory and to have the carpets cleaned to a

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at least once in every twelve months throughout

4.2.1 The Tenant shall call on the 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.

4.2.1 The Tenant shall call on the Landlord or proper sanitary authority at least every 3 months and at the end of the tenancy to replace any damaged or broken glass as soon as practicable. If the Tenant, his family or visitors have caused the damage, the Tenant shall be liable for the cost of replacement.

4.2.1 The Tenant shall provide a proper receptacle and to ensure that rubbish is removed from the Property or on behalf of the local authority.

4.2.1 The Tenant shall maintain the garden and keep it free from weeds and litter and not to alter the layout of the garden or to the composition of the lawn or turf.

4.2.1 The Tenant shall permit the Landlord to remove from the Property any items listed in the Inventory otherwise than for necessary repairs. If the Tenant objects in writing, written notice shall be given to the Landlord).

4.3 Access

4.3.1 The Landlord or the owner of the Block or their respective agents shall have the right, with their written authority together with any workmen or tradesmen, to enter the Property at reasonable times of the day to inspect the condition and state of repair and to carry out any repairs or alterations (provided that the Landlord has given reasonable notice of the work to be undertaken) beforehand and not to obstruct any such persons.

4.3.2 The Tenant shall be bound to allow the Landlord or the owner of the Block or their agents with their written authority to enter the Property at any time and for any purpose.

4.3.3 The Tenant shall be bound to allow the Landlord and/or his agents to view the Property with prospective tenants or agents at any reasonable times of the day and subject to reasonable notice.

4.3.4 The Tenant shall be bound to allow the Landlord and/or his agent access to inspect the Property at quarterly intervals throughout the tenancy and at any other time during the tenancy.

4.4 Use

4.4.1 The Property shall be used as a private home only and not to carry on any business at the Property provided that the Tenant shall be permitted to carry on a business at the Property [after obtaining the Landlord's consent].

4.4.2 The Tenant shall not carry on a business of a kind which might reasonably be expected to cause annoyance to the neighbours but does not include:

(a) a business which involves the supply of alcohol for consumption on the premises which form all or part of the Property; or

(b) a business of a kind mentioned in regulations made under the Landlord and Tenant Act 1954.

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- 4.4.3 on the Property which may be a nuisance to or annoyance to the Landlord or the tenants or other property.
- 4.4.4 for any illegal or immoral purposes.
- 4.4.5 the Property in a way which contravenes a restriction on the Landlord's freehold (or superior leasehold) title which the Landlord has brought to the Tenant's attention.
- 4.4.6 not store or deposit any dangerous or inflammable substance to or on the Property apart from those needed for general household use.
- 4.4.7 not display any notice or advertisement that is visible from outside the Property.
- 4.4.8 not keep on the Property any animal or bird or domestic pet without the Landlord's written consent.
- 4.4.9 not leave the Property unoccupied for more than 21 consecutive days without notice to the Landlord.
- 4.4.1 not use the Property.
- 4.4.1 not contravene any planning conditions affecting the Property which the Landlord has brought to the Tenant's attention.
- 4.4.1 not seek or obtain any planning permission in respect of the Property.
- 4.4.1 not let the Property or any part of the Property and not allow any person to share occupation of the Property or any part of the Property.
- 4.4.1 not allow any person to occupy the Property as a lodger.
- 4.4.1 not fail to provide the checks required to satisfy the "right to rent" provisions of the Immigration Act 2014 in relation to any sub-tenant or Tenant grants, whether authorised by the Landlord or not.
- 4.4.1 not do anything which may make void or voidable any policy of insurance of the Block or the Property or the contents (details of which the Landlord has provided to the Tenant).
- 4.4.1 not fail to provide the keys and/or security device to access the Property.
- 4.4.1 not make any duplicate keys to the Property nor to allow any person to have access to the Property.
- 4.4.1 not interfere with the appearance structure, exterior of the Property or the arrangement of the fixtures, furniture or fittings of the Property to the Landlord.
- 4.4.2 not affix anything to the walls or damage the floors, ceilings or fixtures of the Property and not to alter or extend any electrical or gas installation on the Property.
- 4.4.2 not install or affix to the Property any satellite dish or antenna without the prior consent in writing of the Landlord.
- 4.4.2 not hang any items, place any items or hang any washing in or on the Property of the Block.

4.4.2		regulations which the owner of the Block, its agents or company for the Block may from time to time make for good management of the Block.
4.5	<u>Notice</u>	
4.5.1		On receipt of any notice direction or order affecting or relating to the Property, to deliver such a copy of such notice to the Tenant, and not to do anything as a result of the notice, except as is reasonably required to do so by the Landlord.
4.5.2		On receipt from the Landlord, within 7 days of receipt, any post or other communication to the Property, addressed to them.
4.5.3		To oblige the Landlord to comply with such checks and requirements as are reasonably required by the Landlord, in order to maintain the "right to rent" of all adult occupiers of the Property.
4.5.4		To oblige the Tenant to provide the Landlord with proof of their continued "right to rent" if the Landlord requires such proof from time to time.
4.5.5		To oblige the Tenant to promptly inform the Landlord if the immigration status of any adult occupier changes such that the "right to rent" is lost.
4.6	<u>End of Tenancy</u>	
4.6.1		On the last day of the Tenancy to remove the Tenant's belongings from the Property and leave the Property clean and tidy so that the Property is ready for re-occupation.
4.6.2		To oblige the Tenant to hand over possession of the Property to the Landlord or 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 by the end of the tenancy, the Landlord shall take reasonable steps to notify the Tenant to remove them. If, within [14] days from the date of notification, the Tenant's belongings have not been collected, the Landlord shall be entitled to remove and dispose of the goods.
4.7	<u>Landlord's Remedies</u>	
	To pay the costs and expenses incurred by the Landlord, to remedy any breach of the Agreement by the Tenant and to enforce the terms of this Agreement.	
5.	LATE PAYMENT	
	If any Rent due by the Tenant shall have been unpaid for 14 days after the same has been formally demanded or not), interest at 3% above the Bank of England base rate shall be payable by the Tenant.	
6.	FORFEITURE	
	If the Rent is in arrears for 14 days after the same has been formally demanded or not), or if there is a breach of the Tenant's obligations in this Agreement, or if the Tenant is insolvent, the Landlord may forfeit the tenancy (i.e. bring it to an end) and the Tenant shall be liable to pay the Landlord will be entitled to recover the costs and expenses incurred by the Landlord in connection with the forfeiture of the tenancy.	
	(Note: This clause shall not affect the rights of the Tenant under the Protection from Eviction Act 1977.)	

Act 1977. The Landlord has made an order for possession of the Property or evict a Tenant without a court having first

The Landlord has given the Tenant notice in writing of his intention to seek a possession order (even after the Term of this Agreement has expired) and the Tenant has failed to leave the Property before the end of the notice period. The court will only order the Tenant to leave the Property if one of the following reasons is proved (being grounds set out in Schedule 2 of the Housing Act 1988):

Ground 2: the Landlord has a mortgage or charge granted before the start of the tenancy and the mortgagee or chargee has exercised a power of sale requiring vacant possession.

Ground 7: the Landlord's rights and obligations under the tenancy agreement have been paid.

Ground 7A: the Tenant or any person residing at the Property commits anti-social behaviour.

Ground 7B: the Tenant or any person residing at the Property has no 'right to rent'.

Ground 8: the Landlord has served a notice of the landlord's intention to commence proceedings for possession and at the time of the court hearing there is (a) at least eight weeks' rent unpaid if rent is payable weekly or fortnightly, (b) at least two months' rent unpaid if rent is payable monthly, (c) at least one quarter's rent more than three months in arrears if rent is payable quarterly, or (d) at least three months' rent more than three months in arrears if rent is payable yearly.

Ground 10: the Landlord's intention to commence proceedings both at the date of service of notice of the proceedings and on the date on which proceedings are begun.

Ground 11: the Tenant has failed to pay rent on time.

Ground 12: the Tenant has broken or not performed the tenancy.

Ground 13: the Landlord's property or the common parts has deteriorated because of the behaviour of the Tenant or any person living there.

Ground 14: the Tenant or any person living at or visiting 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 offence under the local authority of the property.

Ground 15: the Landlord's furniture has deteriorated because it has been ill-treated by the tenant or any person living there.

Ground 17: the Landlord has been misled to grant the tenancy by a false statement made by the Tenant or a person acting at the tenant's instigation.

7. THE LANDLORD'S OBLIGATIONS

The Landlord shall:

7.1 That the Tenant shall have the right to possess and enjoy the Property during the term of the tenancy and shall not be evicted from the Property by the Landlord or any person claiming under the Landlord.

7.2 To repair the Property and to keep it in a good state of repair and to ensure that the Property is fit for human habitation throughout the term of the tenancy provided that the Property has not been damaged by the wilful destruction or negligence of the Tenant.

7.3 To repair the exterior of the Property including drains, gutters and external walls.

7.4 To repair the apparatus in the Property for the supply of electricity and all sanitary apparatus and the central heating system.

7.5 To comply with the Landlord's obligations in The Smoke and Carbon

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7.6 That the Tenant shall be obliged to repair damage to the Property where the cost of repairs under any insurance policy maintained by the Landlord at this exception will not apply if the Landlord cannot proceed because of the Tenant's acts or default or the acts or default of any 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:

<< 3 >>
<< 3 >>
<< 3 >>

9.2 [If the Tenant is to be served on the Landlord, they must also send a copy to the following address:

<< 3 >>
<< 3 >>
<< 3 >>

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

SIGNED by

© Simply-docs – PROP.RES.9
Furnished Flat

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

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