

AGREEMENT dated the << >>

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

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

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

together with the contents 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 month's notice on the last day of the fixed term, to terminate this Agreement, the Tenant shall 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 Tenant or the Landlord 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. 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 certifies that this is an out-of-season 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 6 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 includes an obligation on the Tenant to do such act or thing.
- 2.2 Whenever there is a joint obligation on the Landlord and the Tenant their obligations shall be against each of them jointly and severally.
- 2.3 The Landlord and the Tenant agree that this Agreement should be governed by the law of England and Wales and 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.

- 2.5 A reference to a statute in force for the time being is a reference to it as it is in force, 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 under that Act.
- 3.3 The Deposit is paid in full in this Agreement. The Landlord's performance of the Tenant's obligations under the Deposit to compensate themselves for the reasonable cost of 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 the Deposit Protection Scheme.]
- 3.5 The Landlord has provided the Tenant with the information required by section 213(5) of the Housing Act 2004 as set out in the 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 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 repay all or part of the Deposit.
- 3.8 The Landlord shall provide the Tenant with a statement of the tenancy deposit scheme within 20 working days of the tenancy ending either that the Deposit is to be repaid in the sum paid by the Landlord and Tenant or that the Deposit is to be repaid.

4. THE TENANT'S COVENANTS

The Tenant agrees with the Landlord that:

- 4.1 **Rent, Council Tax and Rates**
- 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 and Rates to the relevant local authority.
- 4.1.3 To pay to the Landlord the charges in relation to the supply of (electricity, gas, water, sewerage) services to the Property during the tenancy. Where charges for the use of any telephone or other communication service are made 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 made for access to the Property.
- 4.1.4 Not to charge the Landlord for the provision of 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 and 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 **Repairs 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
not 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;

use 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
blems with the alarms to the Landlord as soon

4.2.7 lbs, batteries and electrical fuses which become

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

4.2.9 tenancy to ensure that all linen (if any) is freshly
have cleaned to a professional standard all
duvets, carpets, upholstery, curtains and other
Inventory and to have the carpets cleaned to a
at least once in every twelve months throughout

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4.2.1 The Tenant shall report to the Landlord or proper sanitary authority if any action 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 inspect the Property at least every 3 months and at the end of the tenancy to replace any damaged or broken glass as soon as possible. The Tenant, his family or visitors have caused the damage.

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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 specified in the Inventory otherwise than for repairs, in which case written notice shall be given to the Landlord.

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4.3 Access

4.3.1 The Landlord and/or his agent or anyone with Landlord's authority shall enter the Property with any workmen and necessary appliances at reasonable times of the day to inspect its condition for repairs and to carry out any necessary repairs. The Landlord has given reasonable notice (with regard to the time of entry) beforehand and not to interfere with or obstruct the Tenant.

4.3.2 The Tenant shall permit the Landlord or anyone with the Landlord's authority to enter the Property at any time and without notice.

4.3.3 The Tenant shall permit the Landlord and/or his agent to view the Property with prospective tenants or agents at reasonable times of the day and subject to reasonable notice (with regard to the time of entry).

4.3.4 The Landlord and/or his agent access to inspect the Property at quarterly intervals throughout the tenancy and at the end of the tenancy.

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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 not carry on any 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 Landlord but does not include:

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

(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 adjoining property.

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4.4.4 for any illegal or immoral purposes.

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4.4.5 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.

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4.4.6 to store or deposit any dangerous or inflammable substance to the Property apart from those needed for general household use.

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4.4.7 to display any notice or advertisement that is visible from outside the Property.

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4.4.8 to bring onto the Property any animal or bird or domestic pet without the Landlord's written consent.

4.4.9 to leave the Property unoccupied for more than 21 consecutive days without notice to the Landlord.

4.4.10 to use the Property.

4.4.11 to comply with any planning conditions affecting the Property which the Landlord has brought to the Tenant's attention.

4.4.12 to obtain any necessary permission in respect of the Property.

4.4.13 to let the Property or any part of the Property and not to sublet or share occupation of the Property or any part of the Property.

4.4.14 to use the Property as a lodger.

4.4.15 to provide the checks required to satisfy the "right to rent" under the Immigration Act 2014 in relation to any sub-tenant or lodger the Tenant grants, whether authorised by the Landlord or not.

4.4.16 to comply with any insurance policy which may make void or voidable any policy of insurance of the Property or on the contents (details of which policy the Landlord has provided to the Tenant).

4.4.17 to provide the keys and/or security device to access the Property.

4.4.18 to make any duplicate keys to the Property nor to provide any new locks to the Property.

4.4.19 to 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.

4.4.20 to not affix anything to the walls or damage the floors, ceilings or fixtures of the Property and not to alter or extend any electrical wiring or gas installation on the Property.

4.4.21 to not install or affix to the Property any satellite dish or antenna without the prior consent in writing of the Landlord.

4.5 **Noti**

4.5.1 In receipt of any notice, direction or order affecting or the Property, to deliver such a copy of such notice

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

4.5.3 by the Landlord to comply with such checks and as are reasonably required by the Landlord, "rent" of all adult occupiers of the Property.

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

4.5.5 and promptly if the immigration status of any adult ty changes such that the "right to rent" is lost.

4.6 End

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

4.6.2 andlord or the Landlord's agent on the last day of o 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, ntitled to remove and dispose of the goods.

4.7 Land

To p s and expenses incurred by the Landlord, to reme agreement by the Tenant and to enforce the terms of th Tenant.

5. **LATE PAYM**

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**

If the Rent is e (whether formally demanded or not), or if there has been a y 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 wi

(Note: This c ghts of the Tenant under the Protection from Eviction Act 1977. The Property or evict a Tenant without a court having first made an orde

The Landlord ant from the Property by giving the Tenant notice in writing of his sion order (even after the Term of this Agreement has expired) and r. The court will only order the Tenant to leave the Property bef n if one of the following reasons is proved (being

grounds set out below:

Ground 2: the tenancy and the mortgage or charge granted before the start of the tenancy and the exercise of a power of sale requiring vacant possession.

Ground 7: the agreement has been made with the tenant and his rights and obligations under the tenancy survive the death of the tenant or his survivors.

Ground 7A: the tenant residing at the Property commits anti-social behaviour.

Ground 7B: the tenant or any other persons or occupiers in the Property have no 'right to rent' as a result of the Immigration Act 2014.

Ground 8: the tenant has failed to pay the rent within 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 tenant has failed to pay the rent within 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 11: the tenant has failed to pay the rent within 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 12: the tenant has failed to pay the rent within 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 13: the tenant has failed to pay the rent within 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 14: the tenant has failed to pay the rent within 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 15: the tenant has failed to pay the rent within 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 17: the tenant has failed to pay the rent within 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.

7. THE LANDLORD'S OBLIGATIONS

7.1 The Landlord shall be bound to the Tenant:

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7.1.2 The Landlord shall be bound to the Tenant:

7.1.3 The Landlord shall be bound to the Tenant:

7.1.4 The Landlord shall be bound to the Tenant:

7.1.5 The Landlord shall be bound to the Tenant:

using Act 1988):

a mortgage or charge granted before the start of the tenancy and the exercise of a power of sale requiring vacant possession.

and his rights and obligations under the tenancy survive the death of the tenant or his survivors.

residing at the Property commits anti-social behaviour.

ants or occupiers in the Property have no 'right to rent' as a result of the Immigration Act 2014.

ce of notice of the landlord's intention to commence proceedings 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.

standing both at the date of service of notice of the proceedings and on the date on which proceedings are begun.

ntly delayed paying rent.

ancy has been broken or not performed.

roperty or the common parts has deteriorated because of the behaviour of any person living there.

living at or visiting the property (a) has been guilty of nuisance or annoyance to neighbours or (b) has been guilty of using the property for immoral or illegal purposes or has been guilty of using the property for the purpose of the local authority, the property.

niture has deteriorated because it has been ill-treated by the tenant or any other person living in the property.

ced to grant the tenancy by a false statement made by the tenant or a person acting at the tenant's instigation.

Tenant:

quietly possess and enjoy the Property during any interruption from the Landlord or any person acting on behalf of the Landlord.

nt any Rent payable for any period during which the Property has been made uninhabitable provided the Property has been made uninhabitable by the wilful destruction or negligence of the Tenant.

he and exterior of the Property including drains, pipes and other fixtures.

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

andlord's obligations in The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 relating to the provision and maintenance of smoke and carbon monoxide alarms.

7.1.6

required to repair damage to the Property where the cost of repairs under any insurance policy is met by the Landlord provided that this exception will not apply if the Tenant cannot obtain 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 must 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.

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 Tenant must 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.

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:

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 Tenant is to serve notice on the Landlord, they must also send a copy to the Landlord at the following address:

[If the Tenant is to serve notice on the Landlord, they must also send a copy to the Landlord at the following address:

<<
<<
<<

9.3 The Tenant must give notice on the Tenant at the Property.

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