

S

AGREEMENT dated the << >>

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

Tenant: <<Tenant's name>> > [and

<<Tenant's name>> > and

<<Tenant's name>> >]

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

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

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 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, and the terms shall be those for which rent is payable under this Agreement. The tenancy shall 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 in advance on the << >> day of every month ("**Due Date**").

1. LETTING

1.1 The Landlord lets and occupies the Property for the Term at the Rent.

1.2 It is a condition of the letting that the Tenant and any other occupants of the Property maintain the Property in accordance with the Housing Act 2014 at all times during the Term.

1.3 [The Landlord permits <<Occupier's name>> (<<Occupier's name>>)] ("**Permitted Occupiers**"). No other person (including any children), are allowed to occupy the Property without the Landlord's written permission].

2. INTERPRETATION

2.1 Any obligation on the Tenant includes an obligation on the Tenant to ensure that the Tenant does not do an act or thing which causes or authorizes another person to do such act or thing.

2.2 Whenever there is a joint obligation on the Tenant comprising the Landlord or the Tenant their obligations shall be enforceable against all 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.

A

M

P

L

E

S

enforceable by any
Parties) Act 1999.

of the Contracts (Rights of Third

2.4 An obligation in this
Value Added Tax in

ney includes an obligation to pay

2.5 A reference to a st
force for the time be

ion is a reference to it as it is in
ed, extended or re-enacted).

3. THE DEPOSIT

A

3.1 The Tenant must p
the Landlord's agen

>> ("Deposit") to the Landlord or
greement.

3.2 The Deposit is a "te
Act 2004. The Lan
authorised scheme

d in section 213(8) of the Housing
e Deposit in accordance with an
hat Act.

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

formance of the Tenant's obligations
e Deposit to compensate themself
e Tenant of those obligations.

3.4 [The Deposit is to
Tenancy Deposit P
the Deposit Protect

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

3.5 The Landlord has p
received the inform
2004 as set out in
Order 2007 (SI 200

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

3.6 The Landlord and T
shall be paid to the

st (if any) accrued on the Deposit

3.7 The Landlord shall
ending if the Landlo

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

3.8 The Landlord shall
within 20 working d
be repaid in the su
parties are in disput

r of the tenancy deposit scheme
nancy either that the Deposit is to
Landlord and Tenant or that the
repaid.

4. THE TENANT'S COVENA

P

The Tenant agrees with the

4.1 Rent, Council Tax

4.1.1 To pay the
off and by
Landlord.

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

4.1.2 To pay the C

erty to the relevant local authority.

4.1.3 To pay to the
electricity, g
during the te
and cable
necessary t
apportioned
covered by

charges in relation to the supply of
(sewerage) services to the Property
charges for the use of any telephone
erty during the tenancy. Where
by the service provider will be
tion of the tenancy. The sums
standing charges or other similar

E

S

vided Tax as well as any charges which may be
mption.

4.1.4 of the service providers or metering equipment
sent of the Landlord.

4.1.5 phone number(s) allocated to the Property at the
t.

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.

A

4.2 **Repair 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
t for fair wear and tear).

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

M

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
erving the Property.

P

4.2.5 be heated to a reasonable level during the winter
amage 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

L

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.

E

4.2.9

S

ancy 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

4.2.1

A

andlord or proper sanitary authority if disinfection
required in consequence of the occurrence of any
ous illness or infestation of rats, mice, fleas,
the Property.

4.2.1

at least every 3 months and at the end of the
ce any damaged or broken glass as soon as
tenant, his family or visitors have caused the

4.2.1

M

a proper receptacle and to ensure that rubbish is
or on behalf of the local authority.

4.2.1

n and keep it free from weeds and litter and not
to the layout of the garden or to the composition
s or turf.

4.2.1

nt of the Landlord to remove from the Property
ied in the Inventory otherwise than for necessary
written notice shall be given to the Landlord).

4.3 **Acce**

4.3.1

P

d and/or his agent or anyone with Landlord's
ner with any workmen and necessary appliances
at reasonable times of the day to inspect its
f repair and to carry out any necessary repairs
has given reasonable notice (with regard to the
) beforehand and not to interfere with or obstruct

4.3.2

cy to allow the Landlord or anyone with the
o enter the Property at any time and without

4.3.3

s of the tenancy to allow the Landlord and/or his
view the Property with prospective tenants or
ple times of the day and subject to reasonable
s).

4.3.4

and/or his agent access to inspect the Property
at quarterly intervals throughout the tenancy and
e tenancy.

4.4 **Use**

4.4.1

L

as a private home only and not to carry on any
siness at the Property.

4.4.2

n the Property which may be a nuisance to or
nnoyance to the Landlord or the tenants or
ning property.

4.4.3

y for any illegal or immoral purposes.

E

4.4.4 Property in a way which contravenes a restriction on the freehold (or superior leasehold) title which the Landlord draws to the Tenant's attention.

4.4.5 The Tenant shall not deposit any dangerous or inflammable substance on the Property apart from those needed for general household use.

4.4.6 The Tenant shall not display any notice or advertisement that is visible from outside the Property.

4.4.7 The Tenant shall not bring onto the Property any animal or bird or domestic pet without the Landlord's written consent.

4.4.8 The Tenant shall not leave the Property unoccupied for more than 21 consecutive days without notice to the Landlord.

4.4.9 The Tenant shall not sublet the Property.

4.4.10 The Tenant shall not be bound by any planning conditions affecting the Property which are not drawn to the Tenant's attention.

4.4.11 The Tenant shall not require any special permission in respect of the Property.

4.4.12 The Tenant shall not let the Property or any part of the Property and not permit any person to share occupation of the Property or any part of the Property.

4.4.13 The Tenant shall not use the Property as a lodger.

4.4.14 The Tenant shall not be required to satisfy the "right to rent" checks required to satisfy the Immigration Act 2014 in relation to any sub-tenant or person who the Tenant grants, whether authorised by the Landlord.

4.4.15 The Tenant shall not use any 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).

4.4.16 The Tenant shall not use the keys and/or security device to access the Property.

4.4.17 The Tenant shall not make any duplicate keys to the Property nor to allow any person to have access to the Property.

4.4.18 The Tenant shall not interfere with the appearance, structure, exterior or contents of the Property or the arrangement of the fixtures, furniture or fittings on the Property to the Landlord.

4.4.19 The Tenant shall 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.

4.4.20 The Tenant shall not install or affix to the Property any satellite dish or antenna without the prior consent in writing of the Landlord.

4.5 **Notice**

4.5.1 The Tenant shall not be required to accept any notice, direction or order affecting or relating to the Property, to deliver such a copy of such notice to the Landlord or not to do anything as a result of the notice, unless it is reasonable for the Tenant to do so by the Landlord.

4.5.2 The Tenant shall, within 7 days of receipt, any post or other communication to the Property addressed to them.

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

4.5.4 An occupier of the Property has a time-limited "right to rent" from the Landlord such proof of their continued "right to rent" as may be required by the Landlord from time to time.

4.5.5 The Tenant shall promptly if the immigration status of any adult occupier changes such that the "right to rent" is lost.

4.6 **End of Tenancy**

4.6.1 The Tenant shall ensure that the Property is ready for occupation by the Landlord or the Landlord's agent on the last day of the tenancy. The Tenant shall ensure that the Property is clean and tidy so that the Property is ready for re-occupation.

4.6.2 The Tenant shall ensure that the Property is ready for occupation by the Landlord or the Landlord's agent on the last day of the tenancy.

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

4.7 **Landlord's Remedies**

To pay the Landlord any costs and expenses incurred by the Landlord, to remedy any breach of this Agreement by the Tenant and to enforce the terms of this Agreement.

4.8 **Duties of the Tenant**

The Tenant and all adult occupiers must:

4.8.1 Carry out their duties in a way that will not hinder or frustrate the Landlord or the Landlord's agent in the performance of their duties imposed by the provisions of an HMO licence (if applicable);

4.8.2 Allow the Landlord and/or manager, for any purpose connected with the performance of any duty imposed on them by legislation or a condition of an HMO licence (if one applies), at all reasonable times to enter the Property;

4.8.3 Allow the Landlord and/or manager, at their request, with any such access as may be reasonably require for the purpose of carrying out their duties;

4.8.4 Take all reasonable steps to avoid causing damage to anything which the Landlord or the Landlord's agent is under a duty to supply, maintain or repair (including any equipment supplied on them by legislation or a condition of an HMO licence (if one applies));

4.8.5 Comply with the instructions of the Landlord and/or manager; [and]

4.8.6 Comply with any reasonable instructions of the Landlord and/or manager; [and]

4.8.7 Comply with any reasonable instructions of the Landlord and/or manager; [and]

4.8.8 Comply with any reasonable instructions of the Landlord and/or manager; [and]

4.8.9 Comply with any reasonable instructions of the Landlord and/or manager; [and]

4.8.10 Comply with any reasonable instructions of the Landlord and/or manager; [and]

4.8.8

conditions specified in the licence annexed limiting
ants in each bedroom [as follows: <<Specify

5. LATE PAYM

If any Rent shall have b
Bank of Eng

ement be in arrears for 14 days after the same
nally demanded or not), interest at 3% above the
payable by the Tenant.

6. FORFEITUR

If the Rent is has been a s
if the Tenant an end) and
Landlord will

e (whether formally demanded or not), or if there
of the Tenant's obligations in this Agreement, or
e Landlord may forfeit the tenancy (i.e., bring it to
e Property. The other rights and remedies of the

(Note: This cl Act 1977. The made an orde

ghts of the Tenant under the Protection from Eviction
Property or evict a Tenant without a court having first

The Landlord writing of his expired) and
Property before set out in Sch

ant from the Property by giving the Tenant notice in
sion order (even after the Term of this Agreement has
r. The court will only order the Tenant to leave the
one of the following reasons is proved (being grounds
1988):

Ground 2: tha tenancy and t

a mortgage or charge granted before the start of the
cise a power of sale requiring vacant possession.

Ground 7: tha have been pa

is rights and obligations under the tenancy agreement

Ground 7A: th

esiding at the Property commits anti-social behaviour.

Ground 7B: th as a result of

nts or occupiers in the Property have no 'right to rent'

Ground 8: tha proceedings t weeks' rent u unpaid if rent arrears if rent arrears if rent

nce of notice of the landlord's intention to commence
time of the court hearing there is (a) at least eight
le weekly or fortnightly, (b) at least two months' rent
at least one quarter's rent more than three months in
at least three months' rent more than three months in

Ground 10: th landlord's inte begun.

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

Ground 11: th

ly delayed paying rent.

Ground 12: th

ancy has been broken or not performed.

Ground 13: th the behaviour

erty or the common parts has deteriorated because of
person living there.

Ground 14: th conduct which convicted of u committed an

living at or visiting the property (a) has been guilty of
uisance or annoyance to neighbours or (b) has been
ng it to be used for immoral or illegal purposes or has
the locality of, the property.

Ground 15: th by the tenant

iture has deteriorated because it has been ill-treated
roperty.

S

A

M

P

L

E

Ground 17: the Landlord is deemed to grant the tenancy by a false statement made knowingly or recklessly by the Landlord or a person acting at the tenant's instigation.

7. THE LANDLORD'S OBLIGATIONS

7.1 The Landlord shall be obliged to the Tenant:

7.1.1 To enable the Tenant to quietly possess and enjoy the Property during the term of the Tenancy without interruption from the Landlord or any person acting on behalf of the Landlord.

7.1.2 To pay any Rent payable for any period during which the Property is rendered uninhabitable provided the Property has been rendered uninhabitable by the wilful destruction or negligence of the Landlord.

7.1.3 To maintain the interior and exterior of the Property including drains, gutters and pipes.

7.1.4 To ensure that at all times in working order the apparatus in the Property including gas, gas and electricity and all sanitary apparatus including gas and hot water systems.

7.1.5 To comply with the Landlord's obligations in The Smoke and Carbon Monoxide Alarm (Required Types of Alarms and) Regulations 2015 relating to the provision and maintenance of smoke and carbon monoxide alarms.

7.1.6 To be liable to repair damage to the Property where the damage is caused by the Tenant or those of the Tenant's family or visitors, in the cost of repairs under any insurance policy which 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 shall be obliged to give the Landlord less than << 2 >> months prior written notice at any time during the term of the Tenancy provided that such notice must expire on the last day of a month and must not expire sooner than << 6 >> months from the start of the Tenancy.

8.2 The Landlord shall be obliged to give the Tenant less than << 2 >> months prior written notice at any time during the term of the Tenancy provided that such notice must expire on the last day of a month and must not expire sooner than << 6 >> months from the start of the Tenancy.

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 Tenant is to be served with proceedings) on the Landlord, they must also send a copy to the following address:

<<
<<
<<

S

9.3 The L notice on the Tenant at the Property.

10. JURISDICTION

This Agreement is governed by the law of England.

SIGNED by
<<Name of Landlord
Landlord

A

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

M

P

L

E

S

HMO LICENCE(S)]

A

M

P

L

E