

AGREEMENT dated the << >>

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

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

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

Block: The building and ground <<Name 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 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, unless otherwise stated in writing 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 The Tenant may use the Property for the purposes of the Property, including the corridors, staircase and lift (if any).
- 1.3 It is a condition of the tenancy that the Tenant and any other occupants of the Property maintain the Property in accordance with the Landlord and Tenant Act 2014 at all times during the Term.
- 1.4 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 under this Agreement not to do an act or thing includes an obligation on the Tenant not to cause or permit another person to do such act or thing.
- 2.2 Whenever there is more than one person comprising the Landlord or the Tenant their obligations under this Agreement shall be against all of them jointly and severally.

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2.3 The Landlord and enforceable by any Parties) Act 1999.

that this Agreement should be of the Contracts (Rights of Third

2.4 An obligation in this Value Added Tax in

they includes an obligation to pay

2.5 A reference to a statute in force for the time be

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

3. THE DEPOSIT

3.1 The Tenant must pay the Landlord's agent

>> ("Deposit") to the Landlord or 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 authorised scheme under that Act.

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. The Landlord shall use the Deposit for the reasonable discharge of the Tenant's obligations under this Agreement.

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

3.4 [The Deposit is to be held in accordance with an approved Tenancy Deposit Protection Scheme.] [The Deposit is to be held by the Deposit Protection Board.]

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

3.5 The Landlord has provided the Tenant with the prescribed information within 30 days of the Deposit being received. The Landlord shall comply with section 213(5) of the Housing Act 2004 as set out in the Housing Act 2004 (Prescribed Information) Order 2007 (SI 2007/1000).

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

3.6 The Landlord and Tenant shall be liable to pay any interest (if any) accrued on the Deposit to the Tenant.

st (if any) accrued on the Deposit

3.7 The Landlord shall repay the Deposit to the Tenant within 10 working days of the tenancy ending if the Landlord is not liable to pay any interest on the Deposit.

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

3.8 The Landlord shall repay the Deposit to the Tenant within 20 working days of the tenancy ending if the Landlord is not liable to pay any interest on the Deposit. The Deposit shall be repaid in the sum of the Deposit less any interest (if any) payable by the Landlord and Tenant or that the Landlord and Tenant agree to be repaid.

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

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

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

erty 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 necessary for the use of any telephone and cable services during the tenancy. Where necessary for the use of any telephone and cable services during the tenancy. Where necessary for the use of any telephone and cable services during the tenancy. The sums payable by the service provider will be apportioned between the Landlord and Tenant in proportion to the use of the services during the tenancy. The sums payable by the service provider will be apportioned between the Landlord and Tenant in proportion to the use of the services during the tenancy.

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clause include standing charges or other similar
added Tax as well as any charges which may be
imposition.

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

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

4.1.6 licence fee in respect of any television set at the
Property.

4.1.7 of any television, receiver, video equipment, cable
decoder or any other equipment to be arranged for its return to the hirer at the end of
the tenancy.

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

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4.2 **Repair and Maintenance of the Property**

4.2.1 The Tenant shall use the Property in a reasonable and careful manner and not allow
any person to use the Property in a manner which would be likely to damage or
destroy or to keep the interior of the Property in good and sound condition (except
for fair wear and tear).

4.2.2 The Tenant shall be liable for any damage caused to the Property (including the
fixtures and fittings) or to any other property owned by the Landlord which
is caused by the Tenant or any person using the Property in breach of the
Tenant's obligations set out in this Agreement;

4.2.3 The Tenant shall be liable for any damage caused to the Property (including the
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is caused by the Tenant or any person using the Property in breach of the
Tenant's obligations set out in this Agreement;

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4.2.9 Landlord or proper sanitary authority if disinfection required in consequence of the occurrence of any infectious illness or infestation of rats, mice, fleas, or other vermin on the Property.

4.2.10 Repair and replace at least every 3 months and at the end of the tenancy any damaged or broken glass as soon as practicable if the Tenant, his family or visitors have caused the damage.

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

4.2.12 Maintain 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.

4.3 Access

4.3.1 The Tenant shall permit the Landlord or the owner of the Block or their respective agents or their written authority together with any workmen or tradesmen to enter the Property at reasonable times of the day in order to inspect the condition and state of repair and to carry out any repairs or maintenance (the work to be undertaken) beforehand and not to obstruct any such persons.

4.3.2 The Tenant shall permit the Landlord or the owner of the Block or their agents or their written authority to enter the Property at any time and

4.3.3 The Tenant shall permit the Landlord and/or his agents or their written authority to view the Property with prospective tenants or agents at reasonable times of the day and subject to reasonable notice (not less than 24 hours).

4.3.4 The Tenant shall permit the Landlord and/or his 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

4.4.1 The Property shall be used 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 cause annoyance to the Landlord or the tenants or other adjoining property.

4.4.3 The Tenant shall not use the Property for any illegal or immoral purposes.

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 The Tenant shall not store 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 Property any animal or bird or domestic pet without the Landlord's written consent.
- 4.4.8 Property unoccupied for more than 21 consecutive days in any 12 month period without notice to the Landlord.
- 4.4.9 Property.
- 4.4.10 Planning conditions affecting the Property which are not brought to the Tenant's attention.
- 4.4.11 Obtaining any permission in respect of the Property.
- 4.4.12 Letting the Property or any part of the Property and not allowing any person to share occupation of the Property or any part of the Property.
- 4.4.13 Agreeing to occupy the Property as a lodger.
- 4.4.14 Carrying out the checks required to satisfy the "right to rent" requirements of the Immigration Act 2014 in relation to any sub-tenant that the Tenant grants, whether authorised by the Landlord.
- 4.4.15 Agreeing to any policy which may make void or voidable any policy in force in the Block or the Property (details of which policy or policies are provided to the Tenant).
- 4.4.16 Providing the keys and/or security device to access the Property.
- 4.4.17 Making any duplicate keys to the Property nor to allow any person to have any keys to the Property.
- 4.4.18 Doing anything which interferes with the appearance, structure, exterior of the Property or the arrangement of the fixtures belonging to the Property.
- 4.4.19 Affixing anything to the walls or damage the floors, ceilings or fixtures of the Property and not to alter or extend any existing electrical or gas installation on the Property.
- 4.4.20 Installing in or affixing to the Property any satellite dish or antenna without the prior consent in writing of the Landlord.
- 4.4.21 Storing, hanging, placing any items or hanging any washing in any part of the Block.
- 4.4.22 Using any part of the Block, its garden, paths, drives, hall, corridors, staircase or lift.
- 4.4.23 Using any part of the Block, its garden, paths, drives, hall, corridors, staircase and lift (if any) for any purpose which the Tenant is permitted to use by way of a licence or agreement.
- 4.4.24 Encouraging other occupiers in the Block to keep the paths, drives, hall, corridors, staircase and lift (if any) clean and tidy.
- 4.4.25 Obeying any regulations which the owner of the Block, its agents or any management company for the Block may from time to time make for the purpose of good management of the Block.

4.5 **Notices**

4.5.1 ...ipt of any notice, direction or order affecting or
the Property, to deliver such a copy of such notice
not to do anything as a result of the notice,
as reasonably required to do so by the Landlord.

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
ents 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
the 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**

4.6.1 ...ncy to remove the Tenant's belongings from the
the 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
the Tenant's belongings have not been collected,
titled to remove and dispose of the goods.

4.7 **Land**

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

4.8 **Dutie**

The T ...cupiers must:

4.8.1 ...n a way that will not hinder or frustrate the
ger in the performance of their duties imposed by
of an HMO licence (if applicable);

4.8.2 ...d/or manager, for any purpose connected with
ny duty imposed on them by legislation or a
licence (if one applies), at all reasonable times to

4.8.3 ...and/or manager, at their request, with any such
ay reasonably require for the purpose of carrying

4.8.4 ...to avoid causing damage to anything which the
ger is under a duty to supply, maintain or repair
sed on them by legislation or a condition of an
plies);

4.8.5 ...tter in accordance with the arrangements made
manager; [and]

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4.8.6 reasonable instructions of the Landlord and/or any means of escape from fire, the prevention of equipment[.] [;and] [;]

4.8.7 conditions of the licence annexed to this Agreement;]

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

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5. LATE PAYMENT

If any Rent shall have become due and payable by the Tenant and the same shall be in arrears for 14 days after the same has been formally demanded or not), interest at 3% above the rate payable by the Tenant.

6. FORFEITURE

If the Rent is not paid when due (whether formally demanded or not), or if there has been a breach of any of the Tenant's obligations in this Agreement, or if the Tenant has abandoned the Property, the Landlord may forfeit the tenancy (i.e., bring it to an end) and re-let the Property. The other rights and remedies of the Landlord will not be affected.

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(Note: This clause is subject to the provisions of the Protection from Eviction Act 1977. The Landlord shall not be able to make an order for possession of the Property or evict a Tenant without a court having first made an order for possession of the Property.)

The Landlord may re-let the Property by giving the Tenant notice in writing of his intention to do so (even after the Term of this Agreement has expired) and may re-let the Property before the expiry of the Term if one of the following reasons is proved (being grounds for possession under section 8(1) of the Act of 1977):

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Ground 2: the tenancy and the tenancy agreement are subject to a mortgage or charge granted before the start of the tenancy which gives the mortgagee a power of sale requiring vacant possession.

Ground 7: the Tenant or any other person has failed to comply with his rights and obligations under the tenancy agreement.

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

Ground 7B: the Tenant or any other person residing at the Property has no 'right to rent' under the Housing Act 2004.

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Ground 8: the Tenant has failed to pay the amount of the rent for a period of 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, (d) at least three months' rent more than three months in arrears if rent is payable annually.

Ground 10: the Tenant has failed to comply with the obligations of the tenancy agreement standing 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 the rent when due or has repeatedly delayed paying rent.

Ground 12: the Tenant has failed to comply with the obligations of the tenancy agreement which has been broken or not performed.

Ground 13: the Tenant has failed to comply with the obligations of the tenancy agreement or the common parts has deteriorated because of the Tenant's failure to comply with the obligations of the tenancy agreement.

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the behaviour

Ground 14: the conduct which has been convicted of or committed and

Ground 15: the by the tenant

Ground 17: the knowingly or

person living there.

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

fiture has deteriorated because it has been ill-treated property.

ed to grant the tenancy by a false statement made ant 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 without interference from 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 pay the Rent payable for any period during which the Property has not been rendered uninhabitable provided that the Property has not been rendered uninhabitable by the wilful destruction or negligence of the Tenant.

7.3 To repair and to keep in good order the exterior of the Property including drains, gutters and external walls.

7.4 To repair and to keep in good working order the apparatus in the Property for the supply of water, gas, electricity and all sanitary apparatus and the central heating system.

7.5 To comply with the Landlord's obligations in The Smoke and Carbon Monoxide Regulations 2015 relating to the provision and maintenance of carbon monoxide alarms.

7.6 That the Landlord shall be obliged to repair damage to the Property where the cost of repairs under any insurance policy maintained by the Landlord is met, provided that this exception will not apply if the Landlord is not liable to pay the proceeds because of the Tenant's acts or default or the acts or default of any visitors.

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7.6 That the Landlord shall be obliged to repair damage to the Property where the cost of repairs under any insurance policy maintained by the Landlord is met, provided that this exception will not apply if the Landlord is not liable to pay the proceeds because of the Tenant's acts or default or the acts or default of any visitors.

8. [TERMINATION]

8.1 The Tenant shall be obliged to give not 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 the month in which it is given and must not expire sooner than << 6 >> months from the date of the giving of the notice.

8.2 The Landlord shall be obliged to give not 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 the month in which it is given and must not expire sooner than << 6 >> months from the date of the giving of the notice.

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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 Landlord sends a copy of this Agreement on the Landlord, they must also send a copy to the Landlord at the following address:

<<
<<
<<

9.3 The Landlord 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(s)
Tenant(s)



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