

**AGREEMENT** dated the << >>

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

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

**Property:** The bedsit known as <<Bedsit name>> at:

<<Address>>

<<Address>>

<<Address>>

**House:** The house and garden <<Address of house>>

**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 periodic tenancy will be the same as the period of the fixed term. The rent payable under this Agreement. 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") << >> day of every month. The rent is inclusive of Council Tax, utilities and the Landlord's cleaning costs.

## 1. LETTING

- 1.1 The Landlord lets a <<Bedsit name>> Property for the Term at the Rent.
- 1.2 The Tenant may use the Property for <<Bedsit name>> corridors, staircase and lift (if any).
- 1.3 The Tenant may use the Property for <<Bedsit name>> over rooms, kitchens, living rooms, outdoor areas and <<Bedsit name>> utilities as are designated by the Landlord in accordance with the <<Bedsit name>> regulations made by the Landlord.
- 1.4 It is a condition of the tenancy that the occupants of the Property maintain the Property in accordance with the Housing Act 2014 at all times during the Term.
- 1.5 [The Landlord permits <<Occupier's name>>] ("Permitted Occupiers"). No other person not named in the Agreement (including any children), are allowed to occupy the Property without the Landlord's written permission].

## 2. INTERPRETATION

- 2.1 Any obligation on the Tenant to do an act or thing includes an obligation on the Tenant to ensure that another person to do such act or thing.
- 2.2 Whenever there is a reference in the Agreement to the Landlord or the Tenant, it shall include any person comprising the Landlord or the Tenant.

S

A

M

P

L

E

Tenant their obligations  
against each of them

against all of them jointly and

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  
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  
Act 2004. The Landlord  
authorised scheme

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

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

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

3.4 [The Deposit is to be held  
Tenancy Deposit Protection  
the Deposit Protection

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

3.5 The Landlord has provided  
received the information  
2004 as set out in the  
Order 2007 (SI 2007

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

3.6 The Landlord and Tenant  
shall be paid to the

st (if any) accrued on the Deposit

3.7 The Landlord shall  
ending if the Landlord

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

3.8 The Landlord shall  
within 20 working days  
be repaid in the sum  
parties are in dispute

or 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

4.1 **Rent and other payments**

4.1.1 To pay the Rent on the  
off and by the  
Landlord.

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

4.1.2 Not to change  
equipment without the  
Landlord's consent.

s, service providers or metering  
t of the Landlord.

4.1.3 Not to change  
date of this Agreement

(s) allocated to the Property at the

4.1.4 in relation to telephone, broadband and other services provided exclusively to the Property during

4.1.5 licence fee in respect of any television set at the

4.1.6 of any television, receiver, video equipment, cable or satellite dish and to arrange for its return to the hirer at the end of

4.1.7 the reasonable costs of replacing a key or security device for the Property upon receipt of written evidence of the loss to the Landlord.

## 4.2 **Repairs to the Property**

4.2.1 The Tenant shall use the Property in a reasonable and careful manner and not allow anyone to use the Property in a way that would cause damage to or keep the interior of the Property in good and sound condition (apart from 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.

4.2.3 The Tenant shall be responsible for the obligations set out in this Agreement;

4.2.4 The Tenant shall be responsible for any damage caused by or negligence of the Tenant or any person using the Property without the Tenant's permission.

4.2.5 The Tenant shall be responsible for the Landlord's obligations in clause 7 to ensure that all taps, sinks, showers, WCs, cisterns, domestic water heaters and other plumbing with drains, gullies, downpipes and gutters in or on the Property are kept clean and open and not to be blocked and that the pipes, wires, conduit fittings or appliances serving the Property.

4.2.6 The Tenant shall ensure that the Property is heated to a reasonable level during the winter months to prevent damage to the Property or the water pipes, drains or heating apparatus by cold weather (so far as this is within the control of the Tenant).

4.2.7 The Tenant shall ensure that carbon monoxide alarms at the Property every year and replace the batteries in each alarm when necessary and to report any problems with the alarms to the Landlord as soon as possible.

4.2.8 The Tenant shall ensure that light bulbs, batteries and electrical fuses within the Property are replaced if defective.

4.2.9 The Tenant shall give written notice of any damage, destruction, loss or deterioration of the Property or the House howsoever caused as soon as possible to the Landlord or the Tenant.

4.2.10 The Tenant shall ensure that the Property is cleaned to a professional standard at least once in every year throughout the tenancy.

4.2.11 The Tenant shall ensure that the Landlord or proper sanitary authority if disinfection is required in consequence of the occurrence of any infectious disease or illness or infestation of rats, mice, fleas, or other vermin at the Property.

- 4.2.1 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 responsible 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 not make any alteration to the layout of the garden or to the position of any shrubs, plants or turf.
- 4.3 **Access**
- 4.3.1 The Tenant shall permit the Landlord or the owner of the House or their respective agents, in 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 or restrict any such persons.
- 4.3.2 The Tenant shall permit the Landlord or anyone with his written 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 any reasonable times of the day and subject to reasonable notice.
- 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 of Property**
- 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 persons occupying 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 imposed by the Landlord's freehold (or superior leasehold) title which the Landlord has brought to the Tenant's attention.
- 4.4.5 The Tenant shall not store any dangerous or inflammable substance to the detriment of 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 keep on 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 giving notice to the Landlord.
- 4.4.9 The Tenant shall not sublet the Property.

S

4.4.1 planning conditions affecting the Property which  
ought to be brought to the Tenant's attention.

4.4.1 giving permission in respect of the Property.

4.4.1 not to let the Property or any part of the Property and not  
to let any person share occupation of the Property or any part

4.4.1 not to let any person occupy the Property as a lodger.

4.4.1 to carry out the checks required to satisfy the "right to rent"  
under the Immigration Act 2014 in relation to any sub-  
tenant the Tenant grants, whether authorised by the

4.4.1 not to do anything which may make void or voidable any policy  
of the House or the Property or the contents (details of  
which have been provided to the Tenant).

4.4.1 not to remove the keys and/or security device to access the

4.4.1 not to make any duplicate keys to the House or the  
Property or to change or add any new locks to the House or the

4.4.1 not to interfere with the appearance, structure, exterior  
of the House or the Property or the arrangement of the  
contents or effects belonging to the Landlord.

4.4.1 not to affix anything to the walls or damage the floors,  
or to alter or interfere with the wiring, plumbing or gas installation at the House

4.4.2 not to install or affix to the House or the Property any  
satellite dish or aerial without the prior consent in writing of

4.4.2 not to hang anything, place any items or hang any washing in  
the House.

4.4.2 not to use the House or paths, drives, hall, corridors, staircase  
or the House.

4.4.2 not to use the paths, drives, hall, corridors, staircase and lift (if  
any) which the Tenant is permitted to use by way of a  
licence or agreement.

4.4.2 not to use the communal facilities in the House.

4.4.2 not to allow other occupiers in the House to keep the communal  
paths, hall, corridors, staircase and lift (if any) clean

4.4.2 not to make any house rules which the Landlord or its agents may  
impose in the interests of good management of the

#### 4.5 **Notice**

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

A

M

P

L

E

S

to do anything as a result of the notice, direction or requirement reasonably required to do so by the Landlord.

4.5.2 The Tenant shall, on request by the Landlord, within 7 days of receipt, any post or other correspondence addressed to the Property, addressed to them.

4.5.3 The Tenant shall allow the Landlord to comply with such checks and inspections as are reasonably required by the Landlord, in connection with the "right to rent" of all adult occupiers of the Property.

4.5.4 Any occupier of the Property has a time-limited "right to rent" and 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 left in a clean and tidy state at the end of the tenancy to remove the Tenant's belongings from the Property and ensure the Property is ready for re-occupation.

4.6.2 The Tenant shall vacate the Property on the last day of the tenancy and hand over the keys 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 remove the belongings. 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 Obligations**

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.

#### 4.8 **Duties of the Tenant**

##### **Multiple Occupation (HMOs) Regulations**

The Tenant and any occupiers must:

4.8.1 Comply with the regulations in a way that will not hinder or frustrate the Landlord or manager in the performance of their duties imposed by the provisions of an HMO licence (if applicable);

4.8.2 Allow the Landlord 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 or manager, at their request, with any such person as they may 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 manager is under a duty to supply, maintain or repair and to which they are entitled to be supplied on them by legislation or a condition of an HMO licence (if one applies);

4.8.5 Comply with the arrangements made by the Landlord or manager; [and]

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

## 5. LATE PAYMENT

If any Rent due under this Agreement shall have become due to the Bank of England, the Tenant 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 is a breach of the Tenant's obligations in this Agreement, or if the Landlord may forfeit the tenancy (i.e., bring it to an end) and the Landlord will be entitled to re-enter the Property. The other rights and remedies of the

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

The Landlord shall not be entitled to re-enter 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 the court will only order the Tenant to leave the Property before the end of the Term if one of the following reasons is proved (being grounds for possession under the Act of 1988):

Ground 2: that the Tenant has granted a mortgage or charge before the start of the tenancy which gives the mortgagee a power of sale requiring vacant possession.

Ground 7: that the Tenant has failed to comply with his rights and obligations under the tenancy agreement.

Ground 7A: that the Tenant, while residing at the Property commits anti-social behaviour.

Ground 7B: that the Tenant or occupiers in the Property have no 'right to rent' under the Immigration Act 2014.

Ground 8: that the Tenant has failed to pay the rent for a period of three months' rent unpaid if rent is payable weekly or fortnightly, (b) at least two months' rent unpaid if rent is payable monthly, or (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 annually.

Ground 10: that the Tenant has failed to maintain the Property in good repair and standing both at the date of service of notice of the proceedings and on the date on which proceedings are begun.

Ground 11: that the Tenant has failed to pay the rent for a period of three months' rent unpaid if rent is payable weekly or fortnightly, (b) at least two months' rent unpaid if rent is payable monthly, or (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 annually.

Ground 12: that the Tenant has failed to maintain the Property in good repair and standing both at the date of service of notice of the proceedings and on the date on which proceedings are begun.

Ground 13: that the Tenant has failed to maintain the Property in good repair and standing both at the date of service of notice of the proceedings and on the date on which proceedings are begun.

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.

furniture has deteriorated because it has been ill-treated by the tenant.

ed 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 without interruption from the Landlord or any person claiming under the Landlord.

7.2 To repair the Property and to pay the Rent payable for any period during which the Property is uninhabitable provided that the Property has not been rendered uninhabitable by the wilful destruction or negligence of the Tenant.

7.3 To pay the rates and taxes in respect of the House and the Property.

7.4 To provide the Tenant with gas, power and hot and cold water to the Property.

7.5 To have the interior of the House cleaned on a weekly basis.

7.6 To repair and maintain the exterior of the Property including drains, gutters and downpipes.

7.7 To repair and maintain in working order the apparatus in the Property for the supply of gas, electricity and all sanitary apparatus and the central heating system.

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

7.9 That the Landlord shall be obliged to repair damage to the Property where the damage is caused by the Tenant or any person living at or visiting the Property or repairs under any insurance policy maintained by the Landlord, provided that this exception will not apply if the Landlord is not insured or if the damage is caused by the Tenant's acts or default or the acts or default of any person living at or visiting the Property.

## 8. [TERMINATION]

8.1 The Tenant shall give the Landlord 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 and must not expire sooner than << 6>> months from the date of the notice.

8.2 The Landlord shall give the Tenant 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 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:

<<  
<<  
<<

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

<<  
<<  
<<

9.3 The Landlord may serve 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)

S

HMO LICENCE(S)]

A

M

P

L

E