

Tenancy Agreement

Intended for use in the UK only.

For letting a furnished dwelling-house on an assured shorthold tenancy under Part I of the Housing Act 1988 as amended by the Housing Act 1996

This is a form of legal document and is not produced or drafted for use, without technical assistance, by persons unfamiliar with the law or landlord and tenant.

THIS DOCUMENT CREATES LEGAL RIGHTS AND LEGAL OBLIGATIONS. IF EITHER PARTY DOES NOT UNDERSTAND THIS AGREEMENT OR ANYTHING IN IT, HE OR SHE IS STRONGLY ADVISED TO ASK AN INDEPENDENT PERSON WITH KNOWLEDGE OF THE LAW FOR EXAMPLE A SOLICITOR, A CITIZENS' ADVICE BUREAU OR HOUSING ADVICE CENTRE.

Note that any assured tenancy (including a statutory periodic tenancy) commencing on or after 28th February 1997 will be an assured shorthold tenancy unless it falls within any paragraph in Schedule 2A of the Housing Act 1988.

This form should not be used for granting a tenancy to a person who is already a protected or statutory tenant or a protected occupier: see Housing Act 1988

This Agreement is made on the date specified below between the Landlord and the Tenant. It is intended that the Tenancy created by this Agreement is and shall be an assured shorthold Tenancy within the meaning of the

Housing Act 1988 as amended by the Housing Act 1996

DATE

PARTIES

(1) The Landlord: *(Insert name(s) and address(es))*

(2) The Tenant: *(Insert name(s) and address(es))*

1. DEFINITIONS AND INTERPRETATION

The definitions and interpretations in this clause apply in this agreement

1.1 Contents: The Landlord's fixtures, fittings listed in the Inventory attached.

1.2 Term: For the Term of () months starting from () *(insert start date of tenancy)* and ending on () *(insert end date of tenancy)*

1.3 Rent: £() per calendar month payable monthly in advance on the () day of each month the first such payment to be made on the date of this agreement.

1.4 Deposit: A deposit of £() to be paid to the Landlord on the signing of this Agreement.

1.5 Property: *(Address)*

1.6 Any covenants or agreements by the Tenant shall be deemed to have been given by each Tenant to the Landlord on a joint and several basis so that each Tenant shall be jointly and severally liable for the Tenant's covenants, agreements and obligations in respect of this agreement

2 AGREEMENT TO LET

The Landlord lets the Property and the Contents to the Tenant for the Term at the Rent payable as set out above.

3 THE DEPOSIT

3.1 The Landlord acknowledges receipt of the Deposit from the Tenant and the Landlord will ensure that the Deposit is protected in a government authorised tenancy deposit scheme

3.2 At the end of the tenancy created by this agreement the Deposit shall be returned to the Tenant less any deductions made by the Landlord in respect of:

(a) making good any damage to the Property and the Contents except fair wear and tear

(b) replacing any Contents missing from the Property

(c) paying any outstanding accounts, charges or taxes the Tenant is liable for under the terms of this agreement

(d) unpaid Rent

(e) any sums expended by the Landlord in remedying any other breach of the Tenant's obligations under this agreement

4 LANDLORD'S OBLIGATIONS

The Landlord agrees with the Tenant as follows:

4.1 As long as the Tenant pays the Rent and complies with the Tenant's obligations contained in this agreement, the Landlord shall allow the Tenant quiet enjoyment of the Property during the Tenancy without any interruption by the Landlord.

4.2 To keep in repair the structure and exterior of the Property (including drains, gutters and external pipes) and to keep the installations of the Property in repair and proper working order for water, gas, electricity, sanitation and heating Provided that the Landlord shall not be required to carry out any works or repairs for which the Tenant is liable by virtue of this agreement

4.3 To keep the Property insured at all times throughout the tenancy against loss or damage by fire provided that the Landlord's obligation to effect insurance does not extend to any contents belonging to the Tenant

5 TENANT'S OBLIGATIONS

The Tenant agrees with the Landlord as follows:

5.1 To pay the Rent on the days and in the manner set out in this agreement without any deductions.

5.2 If the Tenant does not pay the Rent within 14 days of the date it becomes due the Landlord may issue a written reminder to the Tenant and the Tenant will pay a charge of £20 in respect of this reminder and the Tenant will also pay interest on the arrears at the rate of 5% per annum calculated on a daily basis from the day the payment is due until actual payment.

5.3 To arrange immediately with the relevant supply company for all accounts for water, gas, electricity, television licence and any other supply made to the Property to be addressed to the Tenant in their own name and pay all costs in connection with the relevant supply including reconnection fees.

5.4 To notify the Landlord before changing the supplier of any utility services.

5.5 To pay all taxes relating to the Property including Council tax and all other outgoings relating to the occupation and use of the Property

5.6 To keep the interior of the Property (including any doors, windows and skylights) and the Contents clean and tidy and in good repair and condition

5.7 To keep the Contents in good condition and return the Contents to the landlord at the end of the tenancy in the same state (fair wear and tear excepted) as detail in the inventory attached and where any of the Contents are lost damaged or destroyed to immediately pay the Landlord the cost of replacement

- 5.8 To keep gardens including all driveways, paths, lawns, hedges and flower beds neat and tidy and properly tended at all times. The Tenant is not to cut down or remove any trees or shrubs without the Landlord's prior consent.
- 5.9 To replace all broken glass in doors and windows damaged during the Tenancy.
- 5.10 To promptly notify the Landlord of any defect, damage or disrepair in the Property, especially if it compromises health and safety or may give rise to a claim under the Landlord's insurance policy.
- 5.11 Not to damage the Property and Contents or make any alterations or additions and not to redecorate the Property without the prior written consent of the Landlord
- 5.12 Not to deface or damage the Property by fixing anything whatsoever to the interior or exterior using glue, tape, pins nails, hooks or screws, without the Landlord's written consent.
- 5.13 To take all reasonable precautions to prevent damage to the Property by frost.
- 5.14 To use the Property as a private residence for occupation by the Tenants only.
- 5.15 To use the Property as a single private dwelling and not to use it or any part of it for any other purpose nor allow anyone else to do so.
- 5.16 Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property.
- 5.17 Not to use the Property for any illegal or immoral purposes.
- 5.18 Not to assign, sublet, or part with, possession of the Property, or allow any person who is not the Tenant to live at the Property.
- 5.19 To ensure the drains, drainage system, pipes and gutters of the Property are clear and free from obstruction.
- 5.20 To permit the Landlord or any person authorised by the Landlord or Landlord's Agent to enter the Property on giving 24 hour's notice (except in cases of emergency) to inspect its condition and contents; repair or replace the contents; replace locks; carry out gas and electrical safety checks or repairs; or show prospective Tenants or buyers around the Property.
- 5.21 Not to leave the Property vacant without properly securing all locks and bolts to the doors windows and other openings.

- 5.22 Not to do anything that gives the Landlord's insurers of the Property and the Contents any reason to refuse payment or increase premiums.
- 5.23 Not to keep any animals, birds, or other living creature at the Property.
- 5.24 Not to keep any dangerous or inflammable materials at the Property or in any outbuildings.
- 5.25 Not to alter or change or install any locks on any doors or windows in or about the Property or have any keys made for any locks without the prior written consent of the Landlord.
- 5.26 Within seven days of receipt thereof to send to the Landlord all correspondence addressed to the Landlord and any notice order or proposal relating to the Property (or any building of which the Property forms part), given, made or issued under or by virtue of any statute, regulation, order, direction or by-law by any authority.
- 5.27 To comply with Gas Safety Regulations, including:
- i) Ensuring that the ventilators provided for this purpose in the Property are not blocked.
 - ii) Ensuring that a build up of any soot on any gas appliance is immediately reported to the Landlord or the Landlord's Agent.
- 5.28 Not to use any portable gas or electric heaters in the Property without the Landlord's prior written consent.
- 5.29 To be responsible for testing all smoke detectors fitted in the Property once a month and replacing the batteries as necessary.
- 5.30 To return the keys to the Property to the Landlord or Landlord's Agent at the end of the Tenancy. The Tenant also agrees to pay for any reasonable charges incurred by the Landlord or the Landlord's Agent in securing the Property against re-entry where keys are not returned.
- 5.31 Not to cause a nuisance or annoyance to occupiers of adjoining or neighbouring properties or make noise that is audible outside the Property, or be guilty of harassment or abuse on grounds of sex, sexual orientation, disability or race. Not to obstruct or store any items in the communal areas of the building where the Property is situate.
- 5.32 Any fixtures, fittings or contents brought into the Property by the Tenant shall comply in full with the obligations under the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended or substituted.
- 5.33 Within the last two months of the Tenancy to allow the Landlord or any person authorised by the Landlord or Landlord's Agent to enter and view the Property with prospective Tenants at reasonable hours.

5.34 At the end of the tenancy to return the Property and Contents to the Landlord in good repair and condition including the washing, cleaning or replacement of all carpets and curtains which have been soiled during the Tenancy.

5.35 To pay and compensate the Landlord fully for any reasonable costs, expense, loss or damage incurred or suffered by the Landlord as a consequence of any breach of the Tenant's obligations in this Agreement and to indemnify the Landlord from, and against, all actions, claims and liabilities in that respect.

6 TERMINATING THE TENANCY

6.1 The Landlord can terminate the Tenancy after the last day of the Term by giving the tenant notice under section 21 of the Housing Act 1988 but only where the tenancy deposit scheme under which the Deposit is held has been complied with.

6.2 The Tenant may terminate this tenancy by vacating the Property on the last day of the Term, or after that by giving the Landlord one month's notice in writing.

6.3 In the event that the Tenant shall seek to end this agreement before the end of the Term the Tenant shall be responsible for the Landlord's reasonable costs in re-letting the Property together with any Rent falling due until a new tenant is obtained for the Property. This is in addition to any other contractual rights and remedies that the Landlord may have from time to time.

6.4 The Landlord reserves the right to re-enter the Property in the following circumstances:

- (a) the Rent remains unpaid 14 days after becoming payable whether formally demanded or not
- (b) the Tenant is declared bankrupt under the Insolvency Act 1986
- (c) the Tenant is in breach of any of its obligations under this agreement
- (d) Grounds 2, 8, 10-15 and/ or 17 of Schedule 2 to the Housing Act 1988 apply

and where the Landlord exercises his powers of re-entry pursuant to this clause 6.4 the tenancy created by this agreement shall absolutely determine but without prejudice to any claim which the Landlord may have against the Tenant in respect of any antecedent breach of the Tenant's obligations.

6.5 Where the Property is left unoccupied by the Tenant, without prior notice in writing to the Landlord or Landlord's Agent, for more than 28 days and the Rent for this period is unpaid, the Tenant shall be deemed to have

surrendered the Tenancy. This means that the Landlord may take over the Property and take steps to find another Tenant.

7 AUTHORITY TO DEAL WITH THE LANDLORD

7.1 The Tenant irrevocably authorises the Local Authority, Benefit Office, Post Office and the relevant utility companies (including electricity, gas, water and telephone) to discuss and disclose to the Landlord or the Landlord's Agent all financial and other information relating to the Property or any housing benefit claim. This authority shall extend to disclosure of the Tenant's whereabouts if the Tenant has left the Property with Rent or other money owing.

7.2 The Tenant irrevocably authorises the Local Authority and Benefit Office to pay all entitlement to Housing Benefit (or such other Benefit as shall replace it) and any other relevant benefit direct to the Landlord at the Landlord's request

8 ENTIRE AGREEMENT

This agreement, which includes all the attachments referred to below, constitutes the entire agreement between Landlord and Tenant and cannot be modified except in writing and signed by all parties.

9 NOTICE OF LANDLORD'S ADDRESS

The Landlord notifies the Tenant that the Tenant may serve notices (including notices in proceedings) on the Landlord at the following address: *(insert address)*

(This notice is given under section 48 of the Landlord and Tenant Act 1987. The address must be in England or Wales.)

AS WITNESS the hands of the parties on the date specified above.

Signed by the LANDLORD

in the presence of:

Signed by the TENANT

in the presence of:

INVENTORY

INVENTORY OF FURNITURE, CONTENTS AND FIXTURES AND FITTINGS AT THE PROPERTY

(All fixtures, fittings and contents at the Property, including carpets and floor coverings, are to be listed below and the Inventory is to be annexed to the Assured Shorthold Tenancy Agreement)

Signed by the Landlord:

Dated:

Signed by the Tenant (s):

Dated: