

**This Agreement is dated** \_\_\_\_\_

(This date should not be inserted until all parties have signed the Agreement and want it to come into effect)

This Agreement contains the terms and obligations of the Tenancy. It sets out the legally binding obligations that will be placed upon you (the Tenant) and us (the Landlord) once the Agreement is dated above.

You should read this Agreement carefully to ensure you are prepared to agree to it all and that it contains everything you require. If you do not understand this Agreement, or anything in it, then you should ask for an explanation before signing it. Alternatively, you should consider consulting a solicitor, Citizen's Advice, or Housing Advice Centre for assistance.

## Section A – Main Terms of the Tenancy Agreement

**This Agreement is between us, the Landlord**

**and you, the Tenant (jointly and severally)**

**We will let out the Room** \_\_\_\_\_ **at**

to you as well as any furniture, fixtures and household belongings referred to in the Inventory and Schedule of Condition.

### Tenancy Type

This Agreement is an Assured Shorthold Tenancy for the Room.

### Rent

You must pay £ \_\_\_\_\_ Rent in advance in total every \_\_\_\_\_

The first payment of Rent must be paid by \_\_\_\_\_

Subsequent Rent payments must be paid in advance by \_\_\_\_\_ every \_\_\_\_\_ while the tenancy lasts.

Payment must be made in cleared funds to:

### Term

The Agreement is for an initial fixed term of \_\_\_\_\_

commencing on \_\_\_\_\_

If, at the end of this time we have not received from you at least one calendar months' notice, in writing, expiring on the last day of the fixed term to terminate the agreement, the tenancy will continue as a contractual periodic tenancy.

The Rental Period for the contractual periodic tenancy will be the same as those for which Rent was last payable during the fixed term of the tenancy.

This periodic tenancy will continue until you or we terminate the tenancy in accordance with clause 8.0 of this Agreement.

## Permitted Occupiers

In addition to you, only the following Permitted Occupiers are allowed to live in the Room

Nobody else is allowed to live in the Room without our written permission.

## Shared Facilities

The Room is let along with any Contents listed in the Inventory and Schedule of Condition provided to you.

You are also entitled to use and access the following shared facilities and common parts of the Property while you let the Room:

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If you are allocated parking it is \_\_\_\_\_.

## Utilities

You and we agree:

	Water charges:	
	Gas:	
	Television licence:	
	Broadband:	
	Electricity:	
	Telephone:	

Where you are responsible for paying a bill directly, this includes contacting the provider of the service to ensure they are aware that you are liable for paying these bills.

## Security Deposit

The Deposit of £ \_\_\_\_\_ must be paid in full to \_\_\_\_\_  
by \_\_\_\_\_

It will be protected within a Government approved deposit scheme within 30 days of receipt in accordance with clause 5.0 of this Agreement.

## Right to rent

It is a condition of this tenancy that you and anyone living in the Room must have a 'right to rent' as set out in Section 22 of the Immigration Act 2014.

## Contact details

If you need to contact us then you can

Write to us at:

Email us at:

Phone us at:

If we need to contact you via email we will do so at:

Name	Email address

## Section B - Definitions

"Agent" means a company or person who has been engaged by us to manage the Property on our behalf, or anyone who subsequently takes over the rights and obligations of our Agent.

"Contents" means anything provided by us as stated in the Inventory including but not limited to white goods, furniture, cutlery, utensils, implements, tools, equipment or the Fixtures and Fittings.

"Emergency" means where there is a risk to life or damage to the fabric of the Building or the Contents.

"Fixtures and Fittings" includes references to any fixtures, fittings, furnishings, effects, floor, ceiling or wall coverings.

"House in Multiple Occupation/HMO" means that this Property is let to a group of three or more people where at least two people are unrelated.

"Jointly and Severally Liable" means where there are two or more Tenants, you will each be responsible for complying with the obligations in this Agreement both individually and together. We may seek to enforce these obligations or claim damages in any sum against any one or more of you entirely at our discretion.

"Landlord" includes anyone entitled to possession of the Room on the ending of this Agreement as well as their successors in title or assignees.

"Permitted Occupier" means a person who is not a party to the Tenancy, and for the avoidance of doubt is not a Tenant. They have no rights to the Room but have been granted permission to occupy the Room as a guest for a period of time during this Tenancy by the Landlord.

"Property" means the self-contained flat or house within which the Room we let to you is located. It also includes any part or parts of the Property boundaries, fences, garden and outbuildings belonging to us unless they have been specifically excluded from this Agreement. For the avoidance of doubt, where obligations refer to the Property they are also referring to the Room.

"Rental Period" means the time between Rent due dates. For example if the Tenancy is weekly and Rent is due on a Wednesday, the Rental Period will be from Wednesday to Tuesday. If the Tenancy is monthly and Rent is due on the 10th of each month, the Rental Period will be from the 10th to the 9th of the following month.

"Room" means the specific room that is let under this Tenancy Agreement.

"Schedule of Condition" is a summary of the condition of the Property or Contents and usually includes a description of any faults, damage or missing items.

"Superior Lease" sets out the promises we have made to our superior landlord. You will also be bound by these promises if you have prior knowledge of them. The superior landlord is the person who owns the interest in the Property or some larger building that the Property sits within, giving them the right to possession of the Property at the end of our lease.

"Tenancy" means the time between the commencement and the termination of this Agreement including any extensions or renewals that may have been granted to you by us.

"Us" "our" "we" means the Landlord.

"Working Day" does not include Saturdays, Sundays and Bank Holidays.

"You" "your" means the Tenant.

References to the singular include the plural and references to the plural include the singular.

## **Section C – Terms and Conditions**

We let the Room together with the Contents to you for the Tenancy on the letting terms set out in this Agreement as supplemented by any addendum to this Agreement.

### **1.0 General Terms**

1.1 Where there is more than one Tenant you are all Jointly and Severally Liable for the obligations contained within this Agreement.

1.2 You must make reasonable efforts to ensure that anyone in your household or any visitors to the Property do not breach the terms of this Agreement.

1.3 Where we have provided you with a copy of a Superior Lease setting out the promises we have made to our superior landlord, you agree that you will also be bound by these promises, excepting any payments which we are responsible for making under the Superior Lease.

### **2.0 You Must:**

#### **Rent and Other Payments**

2.1 Pay the Rent on the days and in the way we have agreed.

2.2 Pay the charges for Utilities and other relevant suppliers that you are responsible for under this Agreement.

2.3 Pay us, all reasonable losses, fees, damage costs and expenses incurred by us which we incur:

- in recovering from you of any Rent and any other money which is in arrears;
- the service of any notice relating to the breach by you of any of your obligations under this Agreement whether or not the notice results in court proceedings;
- the cost of any bank or other charges if any cheque written by you is dishonoured or if any standing order or any other payment method is withdrawn by your bankers;
- as a result of any of your breaches of this agreement or in enforcing any provision of this Agreement, including those for seeking possession of the Room.

2.4 Pay interest at the rate of 3% above the Bank of England base rate upon any Rent or other monies due under this Agreement which is more than 14 days in arrears in respect of the date from when it became due to the date of payment.

#### **Utilities**

2.5 Inform us if you change supplier where you are responsible for paying a Utility directly.

2.6 Not change the supplier where we are responsible for paying a Utility or we are the account holder.

2.7 Not change the utility meters for the Property without our written permission (which will not be unreasonably withheld). If you do, we reserve the right to require you to change the meter back to its original state at the end of the Tenancy at your cost.

#### **Use of the Room**

2.8 Occupy the Room as your only or main home and behave in a tenant like manner.

2.9 Take reasonable care of the Room, and common parts within the Property.

2.10 Take all reasonable steps not to block or cause a blockage to the drains and pipes, gutters and channels in or about the Property.

2.11 Take all reasonable precautions to prevent condensation and or mould growth by keeping the Property adequately ventilated and heated.

2.12 Take all reasonable precautions to prevent damage occurring to any pipes or other installations in the Property that may be caused by frost.

2.13 Arrange suitable contents insurance which you require for your own belongings. We will have no liability to insure any items belonging to you

2.14 Repair any damage that you have done deliberately or that was caused by the neglect or carelessness of you or anyone else living in or visiting the Property. This includes repairing damage caused in this way to the Room, Fixtures and Fittings, Contents, and the Property.

If we give you written notice to repair damage caused in this way, you agree to carry out the repair within one month of the date of the given notice.

2.15 Only park in the space allocated to you in this Agreement.

2.16 Not use your allocated parking for any purpose other than for the storage of a private motor car or motor bike without our written permission.

2.17 Not assign, take a lodger, sublet, part with or transfer to another person possession of the Room, or any part of it, without our written permission. If you do (even if we have given permission) you will be legally responsible for carrying out a fully compliant 'right to rent checks' as set out in Section 22 of the Immigration Act 2014 on any sub-tenants or other people living in the property.

2.18 Not use the Property as anything other than a private home. However, this does not prevent you working at home as long as you are not using the property to run a business and your home working is purely incidental to using the property as your private home and as long as this use is not forbidden under the terms of the Superior Lease.

2.19 Not harass or act in an antisocial manner to, or pursue a course of antisocial conduct against any person in the neighbourhood. Such people include residents, visitors, us, our Agents and contractors.

In particular, but not exclusively, you must not:

- make excessive noise;
- fail to control pets properly or allow them to foul or cause damage to other people's property;
- allow other occupiers or visitors to the Property (including children) to cause a nuisance;
- use the Property or allow it to be used, for illegal or immoral purposes;
- vandalise or damage the Room or any part of the common parts of the Property or neighbourhood;
- leave rubbish and recycling either in unauthorised places or at inappropriate times;
- harass, threaten or assault any other tenant, member of his/her household, visitors, neighbours, us, our family members or our employees or our Agent, or any other person or persons in the Property, or neighbourhood, for whatever reason. This includes behaviour due to that person's race colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;
- use or carry offensive weapons;
- use, sell, cultivate or supply unlawful drugs or sell alcohol; and
- store or bring onto the Property any type of firearm or firearm ammunition including any replica or decommissioned firearms.

2.20 Not bring into the Property any furniture, or electrical equipment or other items which might be a hazard or cause damage or injury to the Property or to other occupants in the Property.

2.21 Not introduce into the Property any dangerous or flammable goods, materials, or substances, apart from those required for general household use or store any heating fuel, paraffin or bottled gas or other gaseous fuel without our written permission.

2.22 Not smoke tobacco or any other substance in the Room without our written permission. For the avoidance of doubt nicotine staining is not considered to be fair wear and tear. In addition, it is strictly prohibited to smoke tobacco or any other substance within the common parts of the Property.

- 2.23 Not bring any animals or birds into the Property without our written permission. Once granted, we can withdraw this permission at any time if we have a good reason.
- 2.24 Not put any damaging oil, grease or other harmful or corrosive substance into the washing or sanitary appliances or drains.
- 2.25 Not damage any common parts that you have access to in addition to the Room.
- 2.26 Not obstruct the fire escape or common parts of the Property. Any obstructions may be removed by us or our Agent.
- 2.27 Not allow children to play in the fire escapes or common parts of the Property.
- 2.28 Not do anything that would lead to the Property requiring licensing by a local authority if it is not already so licensed or which would lead to a condition of or a statutory obligation associated with any such licence being breached.

### **Leaving the Property Empty**

- 2.29 Lock all the doors and windows and put the burglar alarm on (if there is one) whenever you leave the Property unattended.
- 2.30 Tell us if the Room is going to be empty for more than seven days in a row.
- 2.31 Flush through any water systems following any period where the Property is left unoccupied by running all taps and showers to remove any stagnant water.
- 2.32 Not leave the Room empty for more than 28 days under any circumstances.

### **Condition of Property**

- 2.33 Keep the interior of the Room and the common parts of the Property, including the Fixtures and Fittings and the Contents, in the same condition, cleanliness, repair and decoration as at the commencement of the Tenancy (fair wear and tear excepted) and to carry out those jobs that you would reasonably be expected to carry out including but not limited to the cleaning of any sanitary appliances, shower wastes and windows as often as necessary.
- 2.34 Notify us as soon as reasonably possible of any defect in the Property which comes to your attention.
- 2.35 Replace any light bulbs, fluorescent tubes, or batteries, promptly and when necessary.
- 2.36 Keep the exterior free from rubbish and recycling and place all rubbish and recycling receptacles in the allocated space for collection on the day for collection. Rubbish and recycling receptacles should be returned to their normal storage places as soon as possible after rubbish and recycling has been collected.
- 2.37 Take proper care of the shared facilities in the Property and clean as appropriate after use.
- 2.38 Keep the garden tidy and cut any grass regularly, but you do not have to improve the garden.
- 2.39 Inspect any smoke or carbon-monoxide alarms in the Property regularly, replacing any batteries if necessary.
- 2.40 Tell us as soon as possible if a fault arises in the smoke or carbon-monoxide alarms.
- 2.41 Not remove any of the Contents from the Property without our written permission (which will not be unreasonably withheld).
- 2.42 Not make any alteration or addition to the Property or the electric, gas or plumbing system or decorate or change the style or colour of the decoration whether it be internal or external, or to erect and or install any aerial, satellite dish or cable television without our written permission (which will not be unreasonably withheld). Any request for adaptations, auxiliary aids or services in terms of the Equality Act 2010 must be made in writing to us.
- 2.43 Not damage the Property, the Fixtures and Fittings, the Contents or the electric, gas, or plumbing system.

### **Letters and Notices**

- 2.44 Forward any notice, order, proposal or legal proceedings affecting the Property or its boundaries to us promptly upon receipt of any notice, order, proposal or legal proceedings.
- 2.45 Forward all correspondence addressed to the Landlord at the Property to us within a reasonable time.

### **Access to the Room**

- 2.46 Allow us, our Agent, or our contractors to come into the Room at all reasonable hours of the day to inspect the condition of the Room, carry out repairs or improvements, or perform any other obligations that we must carry out by law. We will give you at least 24 hours' written notice if we are going to enter the Room
- 2.47 Let us enter the Room immediately if there is an emergency.
- 2.48 Allow possible new tenants, valuers and buyers access to the Room (on at least 24 hours' written notice) during the tenancy.

### **Key and Alarm Codes**

- 2.49 Permit us and our Agent to hold a set of keys or any other security devices necessary for the purpose of entering the Room in an Emergency.
- 2.50 Not change the alarms codes, door locks and or have any duplicate keys cut without our written permission. Should you lose your keys or other security devices needed to access the Room or the Property, you will be liable to meet our reasonable costs for replacement including the costs of fitting any new locks that are necessary.

### **Occupier's Liability**

2.51 Verify the suitability of the Property for you and members of your household including but not limited to any gardens, fences, ponds or outbuildings, especially in relation to the safety of pets and young children.

2.52 Take reasonable steps to protect guests and other visitors (especially children) from any hazards at the Property, for example but not limited to ponds, swimming pools, fences and electric gates.

### **3.0 We Agree to:**

3.1 Allow you to quietly possess and enjoy the Room during the Tenancy without interruption from us.

3.2 Pay all assessments and outgoing in respect of the Property which are our responsibility.

3.3 Ensure that any gas supply and appliances supplied by us comply with the Gas Safety (Installation and Use) Regulations 1998 (as amended).

3.4 Ensure that any electrical installations in the Property comply with the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020

3.5 Ensure that any furniture and equipment supplied by us comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).

3.6 Take reasonable steps to ensure that the Property complies with the Homes (Fitness for Human Habitation) Act 2018.

3.7 Keep the gas, water, electricity, room-heating and water-heating installations in good repair and proper working order.

3.8 Keep in repair all mechanical and electrical appliances which form part of the Contents (unless specifically excluded), unless the fault and or failure is due to your act or failure to act.

3.9 Pay the service charges that we are responsible for as specified in this Agreement and or ground rent, if applicable.

3.10 Keep the Property insured against fire and other usual comprehensive risks as long as insurance cover is available on reasonable terms.

### **4.0 At the end of the Tenancy**

4.1 At the end of the Tenancy you agree to:

- give up the Room with full vacant possession;
- give up the Room and the Contents and our Fixtures and Fittings in as good a condition as at the start of the tenancy (apart from fair wear and tear) and free from rubbish;
- allow us or our Agent to enter the Room with a surveyor for the purposes of carrying out an inspection;
- leave the Contents in the same position that they were in at the commencement of the Tenancy;
- return all sets of keys and other security devices to us and pay reasonable costs of having replacement locks or other security devices fitted in the event that they are not all returned to us;
- remove all personal belongings including food and other perishable items; and
- provide us or our Agent with a forwarding address at the end of the Tenancy for ease of administration and communication between both parties including the ease of return of the Deposit.

4.2 You agree to allow us to erect a 'to let' or 'for sale' sign at the Property during the last two months of the Tenancy.

4.3 At the end of the Tenancy you will be invited to a check-out inspection at a mutually agreed time to assess the condition of the Property compared to the original Inventory and Schedule of Condition. Should you fail to keep to this mutually agreed appointment then you agree to pay us, or our Agent, for any costs incurred in arranging a second check-out appointment. If you do not keep the second appointment, any assessment of the condition of the Property made by the Landlord or the Landlord's Agent shall be final and binding.

4.4 We will remove, store, sell or otherwise get rid of any furniture or goods which you refuse to remove or fail to remove from the Property at the end of the Tenancy. Normally we will store your furniture or goods for a minimum of 14 days after the end of the Tenancy. However, we may dispose of any perishable, harmful or unpleasant items and also any items which reasonably appear to us to be waste or refuse without having to store them. Other items which have to be stored may be disposed of by us after this 14 days period where we reasonably consider them not to be worth selling because they are of little or no value (taking into account the costs likely to be incurred and the practicalities involved). Any remaining items will not be sold or got rid of without us first contacting you to notify you or if we are unable to do so after taking reasonable steps to try to contact you. You will be responsible for reasonable costs which we may have because of this. Likewise, we may make reasonable charges for storage. We are entitled to take the costs for storage from any money made from selling furniture or goods

### **5.0 The Deposit**

5.1 The Deposit will be held by \_\_\_\_\_.

5.2 The Deposit will be protected in a government-approved tenancy deposit scheme, namely \_\_\_\_\_.



We can transfer the Deposit to another government-approved tenancy deposit scheme or change the person who holds the Deposit (unless it has been paid into a government-approved custodial tenancy deposit scheme). If we do this, we will inform you in writing.

5.3 You will not receive interest on the Deposit unless it is paid into a custodial tenancy deposit scheme. If it is paid into a custodial tenancy deposit scheme, you will receive any interest that may be due under the scheme's terms and conditions.

5.4 You will get the deposit back when this agreement ends and you leave the Room, as long as you have kept to all the conditions of this Agreement. If you do not do so, we may take from your deposit:

- Any rent or other money due or payable by you under this Agreement of which you have been made aware and which remains unpaid after the end of the Tenancy;
- The reasonable costs incurred in compensating us for, or for rectifying or remedying any breach by you of your obligations under this Agreement, including but not limited to, those relating to the cleaning of the Property or its Fixtures or Fittings and the removal or storage of any goods that you leave or refuse to remove at the end of the Tenancy;
- Any unpaid accounts or charges for electricity, gas, phone, water, communication services and council-tax incurred at the Property that you are responsible for paying under this Agreement where we have incurred a loss as a result of your failure to pay.
- Any damage, or compensation for damage, to the Property and or its Fixtures and Fittings and or for missing items for which you may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the Tenancy, insured risks and repairs that are our responsibility.

5.5 If the Deposit is insufficient you shall pay us such additional sums as shall be required to cover all costs, charges and expenses properly due.

5.6 If you are all content to appoint a lead tenant for the purposes of managing the Deposit,

\_\_\_\_\_ is chosen to deal with the Deposit on your behalf (jointly and individually) and on behalf of anyone who is not a tenant who paid towards the Deposit. As soon as is practicable at the end of the Tenancy, we will return any Deposit (minus any agreed deductions or money still in dispute) directly to the lead tenant to be allocated as they see fit.

Where no lead tenant is agreed, as soon as is practicable at the end of the Tenancy, we will return the Deposit minus any agreed deductions or money still in dispute. A proportion of the deposit will be allocated to each tenant or person paying towards the Deposit individually. This proportion will be based on the respective amounts of the Deposit paid by them at the start of the Tenancy, minus a proportion of any agreed deductions or money still in dispute.

5.7 If someone else has paid towards the Deposit other than a Tenant, then you must provide their name and address below. Otherwise, you confirm that the only people who have paid towards the Deposit are Tenants.

Name	Address

## 6.0 Effect of Termination

6.1 Termination of this Agreement ends the Tenancy but does not release you from any outstanding obligations or from any obligation which you breached prior to termination.

## 7.0 Serving notices and other prescribed information

7.1 If we need to serve any notice on you, including any notice which the law tells us we must give, we will deliver it by hand or send it to you by first-class post to the property address. This means that notices are served on you once they are put through your letter box, even if you do not receive them because you have moved. If you give us another address to send notices to, any notice served at that address will be valid, if it is posted by first-class post or left at that address.

7.2 You agree that the How to Rent Guide, Gas Safety Inspection Report, Electrical Installation Condition Report, Energy Performance Certificate, and Prescribed Information in relation to the government approved tenancy deposit scheme may be served on you as in clause 7.1 above or via email to the email address(es) you provided on page 2 of this Agreement.

7.3 Any notices you need to serve on us can be sent by first class post or delivered to our address at:

Alternatively you may email notices to:

7.4 Any notices sent in accordance with clause 7 will be deemed to have been received:

- In the case of first class post, two working days after service;
- In the case of email, on the next Working Day;
- If the notice is left at the Property before 4:30 PM on a Working Day, on the same day;
- If the notice is left at the Property at any other time, on the next Working Day.

## 8.0 Ending the tenancy

8.1 To end the periodic continuation of the tenancy you must provide us with written notice you intend to leave to the address or the email address provided in clause 7.3 of this Agreement.

The notice must end on the last day of the Rental Period and must be of sufficient length to be considered valid. This means that for tenancies where the Rent is paid weekly, fortnightly or four-weekly, the notice period must be at least 28 days in length. Where the Rent is paid monthly the notice must be at least one calendar month in length.

8.2 We have the right to recover possession of the Property by lawful means if:

- you fail to pay us rent 14 days after it is due, whether you have been asked for it or not;
- you (or any of you) become bankrupt;
- any of the grounds listed in Schedule 2 of the Housing Act 1988 apply (these include not paying rent, breaking a term of the tenancy and causing a nuisance or annoyance);
- the arrangements for us to repossess the property in section 21 of the Housing Act 1988 apply;
- The tenancy is not at that time an assured tenancy (including a shorthold) (for example it is no longer the only or main home of the tenant or at least one of them where the tenancy is a joint tenancy);

This clause does not affect your rights under the Protection from Eviction Act 1977.

8.3 If you give us notice that you are going to leave the property before the fixed term of this Agreement has ended, you must pay our reasonable costs for reletting the Property and continue to pay the rent in advance for each rent period until a new tenant moves in. We do not have to take the Property or the Tenancy back from you early unless we want to do so.

8.4 We give you notice that the Property may be repossessed under Ground 1 or Ground 2 in Schedule 2 to the Housing Act 1988.

## 9.0 Conditions Specific to a House in Multiple Occupation (HMO)

9.1 You, any Permitted Occupiers, and or any guests you bring to the Property must not impede us, our contractors, or our Agent in the performance of the duties imposed on us by legislation or a licence condition (if one applies). For the avoidance of doubt, this includes, but is not limited to, refusing us, our contractors, or our Agent, access at reasonable times to perform our management duties.

9.2 You must ensure that any rubbish and or recyclable waste, is stored and disposed of in the appropriate receptacle as instructed by the local authority.

9.3 You must inform us if the receptacles we, or the local authority have provided for waste disposal are insufficient to store all the waste in the Property.

9.4 You must provide us with any reasonable information we, our Agent, and or local authority require in the performance of our HMO management duties.

9.5 You must comply with any reasonable requests or instructions we, our Agent, or the local authority make to you in the performance of our HMO management duties.

### Signed as an Agreement

#### Between us, the Landlord

Signature \_\_\_\_\_

Name of Signatory \_\_\_\_\_

Date \_\_\_\_\_

#### And you, the Tenant

Name	Signature	Date