

# TENANCY AGREEMENT

for letting a furnished dwelling house  
on an assured shorthold tenancy  
under Part I of the Housing Act 1988

DATE

PARTIES 1. THE Landlord

2. THE Tenants

PROPERTY The dwelling-house at

Together with the Fixtures, Furniture and Effects in the Property listed in the Inventory signed by the parties

TERM A fixed term of months commencing from until

RENT £ per calendar month

PAYABLE in advance by equal monthly payments on first of each month

FIRST PAYMENT to be made on

BOND AMOUNT £

1. THE Landlord lets the Property to the Tenant for the Term at the Rent payable as set out above.
2. THIS Agreement creates an assured shorthold tenancy within Part 1 Chapter 11 of the Housing Act 1988. This means that when the Term expires the Landlord can recover possession as set out in section 21 of that Act unless the Landlord gives the Tenant a notice under paragraph 2 of Schedule 2A to that Act.
3. IF the Property burns down or the Tenant cannot live in it because of fire damage, the Rent will cease to be payable until the Property is rebuilt or repaired so that the Tenant can live there again. Any dispute about whether this clause applies must be submitted to arbitration under Part 1 of the Arbitration Act 1996.
4. THE Tenant agrees with the Landlord:
  - 4.1. To pay the Rent as set out above, and to pay any council tax which the Tenant is obliged to pay under the Local Government Finance Act 1992 or any regulations under that Act
  - 4.2. To Pay for all gas, electricity, water and sewerage services supplied to the Property during the tenancy and to pay all charges; for the use of any telephone at the Property during the tenancy. Where necessary, the sums demanded by the service provider will be apportioned according to the duration of the tenancy. The sums covered by this clause include standing charges or other similar charges and VAT as well as charges for actual consumption
  - 4.3. To keep the drains, gutters and pipes of the Property clear the chimneys swept and the garden neat
  - 4.4. To keep the interior of the Property, the internal decorations and the Fixtures, Furniture and Effects in good repair and condition (except for damage caused by accidental fire and except for anything which the Landlord is liable to repair under this Agreement or by law) and to replace if necessary any items of the Fixtures, Furniture and Effects which have been damaged or destroyed.

Initials: \_\_\_\_\_

- 4.5. To allow the Landlord or anyone with the Landlord's written authority to enter the Property at reasonable times of the day to inspect its condition and state of repair, if the Landlord has given 24 hours' written notice beforehand
  - 4.6. To use the Property as a private dwelling house only. This means the Tenant must not carry on any profession, trade or business at the Property and must not allow anyone else to do so
  - 4.7. Not to alter or add to the Property or do or allow anyone else to do anything on the Property which might increase the fire insurance premium
  - 4.8. Not to do or allow anyone else to do anything on the Property which may be a nuisance to, or cause damage or annoyance to, the Landlord or the tenants or occupiers of any adjoining premises
  - 4.9. Not to assign or sublet the Property and not to part with possession of the Property in any other way To give the Landlord a copy of any notice given under the Party Wall etc. Act 1996 within seven days of receiving it and not to do anything as a result of the notice unless required to do so by the Landlord
  - 4.10. At the end of the Term or earlier if the tenancy comes to an end more quickly to deliver the Property up to the Landlord in the condition it should be in if the Tenant has performed the Tenant's obligation under this Agreement
  - 4.11. Not to remove any of the Fixtures, Furniture and Effects from the Property and to leave the Furniture and Effects at the end of the tenancy where they were at the beginning
  - 4.12. During the last six months of the tenancy to allow the Landlord or the Landlord's agents to enter and view the Property with prospective tenants at reasonable times of the day.
  - 4.13. As a condition of entering into this tenancy agreement the tenant shall ensure they have sufficient means to cover their liability for accidental damage to the landlord's property, furniture, fixtures and fittings.
5. **IF** the Tenant is at least fourteen days late in paying the Rent or any part of it, whether or not the rent has been formally demanded, or has broken any of the terms of this Agreement, then, subject to any statutory provisions, the Landlord may recover possession of the Property and the tenancy will come to an end. Any other rights or remedies the Landlord may have will remain in force. **Note:** The Landlord cannot recover possession without an order of the court under the Housing Act 1988. **Note:** This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.
6. **THE** Landlord agrees with the Tenant
- 6.1. That the Tenant has the right to possess and enjoy the Property during the tenancy without any interruption from the Landlord or any person claiming through or in trust for the Landlord. But:
    - 6.1.1. this clause does not limit any of the rights under this Agreement which the Tenant has agreed to allow the Landlord to exercise;
    - 6.1.2. this clause does not prevent the Landlord from taking lawful steps to enforce his rights against the tenant if the tenant breaks any of the terms of this Agreement
  - 6.2. To pay and indemnify the Tenant against all charges in respect of the Property except those, which by the terms of this Agreement the Tenant has expressly agreed to pay.
7. **IF** section 11 of the Landlord and Tenant Act 1985 applies to the tenancy, the Tenant's obligations are subject to the effect of that section. (**Note:** As a general rule, section 11 applies to tenancies for a term of less than seven years. It requires the Landlord to carry out certain repairs to the Property.)
8. **WHERE** the context admits:
- 8.1. "The Landlord" includes the successors to the original landlord
  - 8.2. "The Tenant" includes the successors to the original tenant
  - 8.3. "The Property" includes any part of the Property or the Fixtures, Furniture and Effects.
9. **NO** pets are allowed in property.

Initials: \_\_\_\_\_

10. IF a tenancy deposit is payable it must be dealt with under one of the Government approved schemes. Unless you are informed otherwise by the landlord the bond deposit will be dealt with by the Custodial Deposit Protection Scheme. For more information visit [www.depositprotection.com](http://www.depositprotection.com)

**11. Replacement Tenants**

The tenant will be unable to end their tenancy prior to the expiry date of the tenancy, unless all the (i) – (iv) points have been adhered to:

- i. the tenant can show their rental account is fully up to date; and,
- ii. A replacement tenant has been found who can take over the tenancy until the expiry date of the tenancy. The replacement tenant must be authorised to take up the tenancy by all other remaining tenants of the household and by the landlord or his agent; and,
- iii. The leaving Tenant and Replacement Tenant have signed the appropriate documentation provided by Keylet; and,
- iv. The leaving Tenant has made a payment for Keylet's administrative charges which is equal to a quarter of one month's rent plus VAT;
- v. If no replacement is found and a tenant leaves, the loss of rent for that period will be deducted from the group bond deposited at the commencement of the tenancy.

**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:

TEL: MOB:

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

<b>SIGNED</b> by the above-named <b>(The Landlord)</b>	In the presence of:
.....	..... <b>(Agent)</b>

<b>SIGNED</b> by the above-named <b>(The Tenants)</b>	In the presence of:
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NAME	SIGNATURE	WITNESS
.....	.....	..... <b>(Agent)</b>
.....	.....	..... <b>(Agent)</b>
.....	.....	..... <b>(Agent)</b>
.....	.....	..... <b>(Agent)</b>
.....	.....	..... <b>(Agent)</b>
.....	.....	..... <b>(Agent)</b>
.....	.....	..... <b>(Agent)</b>

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

Initials: \_\_\_\_\_