## Assured shorthold residential tenancy agreement

This assured shorthold residential tenancy agreement (the Agreement) **is executed as a deed and made on [**insert date] and relates to the premises known as

[insert full address, including flat number (if relevant) and postcode of property] (the Property).

## It is made between:

[insert the landlord’s name] of [insert the landlord’s full address] [and, if relevant, registered company number] (The Landlord)

## and

[insert the tenant’s full name] of [insert the tenant’s current residential address] (the Tenant)

[and

insert the name of the guarantor (the Guarantor) of insert the guarantor’s address]

[insert the tenant’s full name] of [insert the tenant’s current residential address] (the Tenant)]

[and

insert the name of the guarantor (the Guarantor) of insert the guarantor’s address]]

[insert the tenant’s full name] of [insert the tenant’s current residential address] (the Tenant)

[and

[insert the name of the guarantor] (the Guarantor) of [insert the guarantor’s address]]

[insert the tenant’s full name] of [insert the tenant’s current residential address] (the Tenant) and

[insert the name of the guarantor] (the Guarantor) of [insert the guarantor’s address]]

# General background

It is agreed that:

* 1. The Landlord agrees to let and the Tenant agrees to take the Property, with the Contents, for the Term, at the Rent, and for the purposes of use as a single private residence only. The Tenant will not use the Property for any business activity.
  2. The term of the Agreement (the Term) will be [insert number] [years/months/weeks], with the start date of [insert date] (The Term will also include any subsequent period when the Tenant remains in the Property or extension or continuance of that period by law.)
  3. [Either party] OR [The Landlord] may break the agreement by giving at least two months’ notice in writing, provided that this break notice cannot be served any earlier than six months from the start date of the Term. [There will therefore be a break date on or after [insert number] [months/years], being the date of [insert date], (the Break Date).
  4. The Tenant will pay the Landlord:

1. a rent of £[insert amount] per month (the Rent) on or before [insert rental payment due date] each month, and
2. a deposit of £[insert amount], on or by [please specify deadline date] to be handled on the terms set out in Clause [9] (the Deposit)
   1. The Contents that are rented with the Property under the Agreement include: furniture, furnishings, fixtures and other items listed in the Inventory annexed to the Agreement [copies of which have been signed by the Landlord and by the Tenant].
   2. The Landlord may appoint an agent (the Landlord’s Agent) to assist with the Landlord’s obligations in managing the Property. [The current Landlord’s Agent is insert name of landlord’s Agent of insert address of landlord’s Agent and the Landlord may, in their discretion, change this appointment from time to time.]
   3. A maximum of [insert number] of residents, comprising [insert number] of persons of any age may reside at the Property.
   4. Both the Landlord and Tenant will comply with the terms of this Agreement
   5. This agreement is intended to create an assured shorthold tenancy under the Housing Act 1988.
   6. Nothing in this Agreement, or in any consent granted by the Landlord under this Agreement:
3. implies or warrants that the Property may lawfully be used under the Town and Country Planning Act 1990 (as modified or re-enacted from time to time) for the purpose authorised in this Agreement or any purpose subsequently authorised, or
4. grants the Tenant any rights under Section 62 of the Law of Property Act 1925. The only rights granted to the Tenant are those expressly set out in this Agreement, and the Tenant is not entitled to any other rights affecting any adjoining property of the Landlord.
   1. All sums due to be paid by the Tenant are exclusive of VAT. The Tenant must additionally pay the full amount of any VAT (or other similar tax) on those sums.

## Key contact details for the parties:

* 1. The Landlord may be contacted on/by: [insert phone number] or [insert alternative phone number], or [insert email address] or at the physical address noted above
  2. The Landlord’s bank account details are:

[insert name of bank] [insert sort code number]

[insert Landlord’s account number]

* 1. The Tenant may be contacted on/by: insert phone number or insert alternative phone number, or insert email address or at the physical address noted above
  2. [The Guarantor may be contacted on/by: [insert phone number] or [insert alternative phone number], or [insert email address] or at the physical address noted above] .

## Key clarifications and interpretations

* 1. Under this Agreement,

1. the definition of the Landlord will include the person entitled to the interest of the Landlord under this agreement
2. the Tenant is not permitted to transfer or otherwise dispose of their rights under the Agreement, (except that the definition of Tenant does extend to the Tenant’s personal representatives, administrator or trustee in bankruptcy only). This means that the Agreement is personal to the Tenant and the Tenant is not permitted to assign, sub-let, share or part with occupation of the Property; neither can they sell, lease, share or otherwise lend or dispose of any part of it’s Contents
3. if two or more persons make up either the definition of Landlord or the Tenant under this Agreement, then their respective obligations under this Agreement, whether express or implied, will be treated as applicable to them jointly and severally. This means that each of the persons covered by the definition of Landlord or of Tenant will be liable for all obligations, including payments due, under this Agreement, not just a proportionate part
4. clauses and annex headings are not part of this agreement and can be ignored when interpreting its meaning
5. any reference to this Agreement includes any annexes to it

# Tenant’s obligation to pay rent and interest

* 1. During the Term, the Tenant agrees to pay the Rent on the following basis to the Landlord:
     1. every month, by equal monthly payments
     2. clear of all deductions (the Tenant has no right or claim to withhold rent or make deductions or set-offs from it)
     3. in advance
     4. on the payment due date specified in Clause [1.4(a)], and
     5. by standing order to the Landlord’s bank account (see Clause [1.13] above), or such other account as the Landlord may nominate in their discretion.
  2. Any payment for less than a month will be apportioned on a daily basis and will include the last day of the month.
  3. If the Rent is not paid to the Landlord on time, the Tenant must pay interest on any amount of Rent that is overdue for more than 14 days after that payment fell due.
  4. The applicable interest rate for these purposes is the rate of 3% a year above the base lending rate of [insert the name of the Landlord’s bank], or whichever bank the Landlord may subsequently nominate in writing.
  5. Interest will be payable from the payment due date of the Rent (or any other payment due) to the date of actual payment, both before and after any court judgement.

# Tenant’s other obligations

## Payments and outgoings

* 1. The Tenant agrees to pay, indemnify and protect the Landlord against any loss arising from the Tenant’s failure to pay:
     1. all charges for:
        1. gas and electricity consumed on or supplied to the Property; where a two-part tariff applies, the Tenant must also pay standing charges and any meter rent too
        2. water (including any metered charges) and sewerage servicing the Property
        3. telephone and internet services at or on the Property (including rental, repair, maintenance and reconnection charges)
        4. television licences or other licensed provider fees (e.g. Sky, Virgin, Satellite)
        5. security systems or services protecting the Property
        6. taxes, including Council Tax (or its equivalent, if replaced), and VAT and any other relevant related charges that may be payable in respect of the Property as a result of any action or omission of the Tenant
     2. any and all other relevant taxes applicable to the Property and this Agreement
  2. The Tenant also agrees to register with the local Council Tax registration office, confirming that the Tenant is the present occupant of the Property and is therefore liable for all amounts due and payable in respect of the Property, during the Term.
  3. Any and all accounts issued by relevant authorities or suppliers must name the Tenant as the party liable for payment for the Term. Once the Agreement has started, the Tenant must make sure that it informs all such authorities and suppliers promptly that is has taken occupation of, and contractual responsibility for, the Property. If any service or facility is disconnected for non-payment of an account, the Tenant must pay the re-connection charges and protect the Landlord against any loss arising from the disconnection.
  4. When the Term starts, the Landlord must take accurate meter readings and provide their results to the Tenant promptly.

## Upkeep, maintenance and repairs

* 1. The Tenant must:
     1. maintain the inside of the Property in a good state of repair and condition, which means replacing any broken glass, light bulbs and fuses and looking after doors, door-frames, window-frames and skylights, glass in windows, balconies and their respective fixtures and fittings; and repainting and/or repapering (where relevant), internal walls and other surfaces, including doors, door- and window-frames to ensure that they are kept in good decorative condition (reasonable wear and tear is acceptable)
     2. carry out in the Property all works of repair that are not the responsibility of the Landlord under this agreement or by statute
     3. keep pipes, sewers, toilets, drains, ducts, conduits, gutters and watercourses (inside or only serving the Property), ventilators – including gas ventilators – clean, free from obstruction, and in good working order. Any build-up of soot on any gas appliance or any irregular boiler activity or emissions must reported by the Tenant to the Landlord or, where applicable, the Landlord’s Agent, immediately
     4. keep all electrical, radio, television, video and other domestic appliances, security alarms and smoke detectors in good working order and not overload electrical systems (e.g. by using adapters or extension leads) or interfere with any electrical sockets or wiring. However, the Tenant will not be responsible for any installations that are the responsibility of the Landlord
     5. replace or make good all breakages, damage and losses caused to the Contents during the Term, or any period when the Tenant or anyone under their control remains in unauthorised occupation; with the exception of breakages, damage and losses that occur through reasonable use, or because of any risk against which the Contents are insured by the Landlord (unless the policy of insurance has been wholly or partly rendered void or invalid by any act or default of the Tenant or anyone under their control)
     6. refrain from damaging the walls by with nails, pins, glue or adhesive putty and if any such damage does occur, the Tenant must make it good by immediate repair and redecoration
     7. keep the Contents in good condition, maintain them at the same quality and in the same number of items listed in the Inventory (annexed to the Agreement) and protect them from damage or destruction
     8. not remove the Contents from the Property [or move them around the Property without the Landlord’s prior consent in writing]
     9. [not install any satellite dish on the Property without the Landlord’s prior consent in writing]

## Notice to repair if the Tenant breaches their repairing obligations

* 1. The Landlord may either:
     1. give to the Tenant or
     2. despite the requirements of this agreement to serve notices, leave on the Property,

a notice specifying works required to remedy any breach of the Tenant’s repairing obligations in the Agreement (called ‘a notice to repair’).

* 1. The Tenant must carry out the works specified in the notice to repair as soon as reasonably practicable.
  2. If within a reasonable period of time from the service of the notice to repair, the Tenant:
     1. has not started to carry out the work referred to in that notice, or
     2. is not proceeding diligently with it, or
     3. fails to finish the work within a reasonable time,

the Tenant must allow the Landlord to enter the Property and carry out the outstanding work. The Tenant must pay to the Landlord the reasonable cost of doing this and all expenses properly incurred by the Landlord, within 14 days of a written demand from the Landlord. If the Tenant does not pay the Landlord by this deadline, the Landlord may, if they wish to, lawfully apply the Deposit towards the cost.

* 1. Any dispute about whether repairs are necessary, or about the time taken to carry them out, or the cost of those repairs and the amount of any associated expenses, may be referred to an independent surveyor who will provide an expert view of the correct state of affairs. [(In default of agreement, the surveyor shall be appointed by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors.)]

## Tidiness, cleanliness and hygiene standards

* 1. The Tenant must:
     1. maintain the property in a clean and tidy state, clear of all rubbish. Rubbish and waste should not be left anywhere on the Property (inside or outside of the building(s)) except in designated bins provided by the Landlord [and the usual garden waste, which may be composted]. Bins should not be filled to overflowing and the Tenant should ensure that rubbish is stored and bins are positioned so that they are at all times capable of being regularly emptied by the local authority. In between local authority rubbish collections, any rubbish or waste that cannot be properly contained without overflowing in the containers provided by the Landlord must be taken by the Tenant immediately to the local public refuse collection centre. [The nearest location for this is please insert the name and location of the rubbish collection centre.]
     2. clean the interior and exterior of all windows and the glass in any exterior doors, as well as glass and the floor and surfaces of any balconies, as often as is reasonably required and at least [once a month] OR [specify your requirements], as well as at the end of the Term. Curtains and blinds should be cleaned at least [once a month] OR [specify your requirements] and also at the end of the Term.
     3. [not keep any pets at the Property, which includes fish, reptiles, animals and birds]
     4. not smoke anywhere in or on the Property [or the Estate], including on any balconies or rooftop areas (if applicable)
  2. [Upkeep and care of grounds

All grounds surrounding the Property but which are included in its boundaries (the Grounds) must also be kept in good condition by the Tenant. This means:

1. mowing lawns regularly
2. keeping any flowerbeds free of weeds, hedges neatly trimmed and/or fences upright and in good condition, and all of these neat and tidy
3. ensuring ditches and drains [and gates] are free from any blockage or obstruction and in good working order
4. not storing any equipment, vehicles [with the exception of a maximum insert number private motor vehicles], mobile dwellings or other items on the Property without the Landlord’s prior written consent to do so in each and any case[, private motor cars may be kept on the driveway]
5. maintaining a clean, tidy and respectful outside state, avoiding anything unsightly or detrimental to the Property

OR

**Duties relating to communal and other areas**

The Tenant must:

1. ensure all who come to the property and the main building and premises in which the Property is situated (the Estate) abide by and respect the same rules for the treatment of the Property set out in this Agreement, and all other regulations that the Landlord or the overarching landlord of the Estate (if applicable) may from time to time publish and notify to the Tenant
2. not do or omit to prevent the doing of anything on or to the Property that might risk either invalidating insurance on the Property or the Estate, or causing the rate of premium payable in respect of either of them to be increased
3. keep free of any obstructions all entrance halls, lifts, stairways, corridors, landings, paths and pavements, accessways, ramps and other connecting areas on the Estate
4. comply at all times with maximum load weights for lifts and use them only for the purposes that they are intended and permitted to be used
5. apply the same rules to rubbish on the Estate as set out in relation to the Property at Clause [3.10(a)] above
6. compensate, or make good to, the Landlord for any loss arising from any breach of these sub-clauses.]

## Alterations and appearance of the Property

* 1. The Tenant is not permitted to:
     1. alter or adapt the Property, damage, make any addition to, extend it, adjoin it with any other property or otherwise reconfigure it
     2. make additional connections or extensions to pipes, drains, sewers, water supply inlets, telephone, internet or electrical wiring and cabling installed on or already connected to the Property
     3. disconnect, remove, replace or alter telephone lines, equipment, numbers or the current telephone provider
     4. erect signs, notices, placards, fascia board, poles or masts, or install cables or wires outside the Property[, or on the Estate] regardless of the purposes of these items
     5. remove curtains or blinds from windows, apart from where this is to clean, repair, replace or decorate them
     6. interfere with, damage or remove any trees or plants on the Property [and the Estate]
     7. hang washing, banners, clothes, signs, flags or other items from the Property, including any balconies (where applicable)
     8. allow or omit to prevent anyone else from doing any of the above prohibited activities

## Conduct and activity on the Property

* 1. The Tenant must:
     1. not do anything, or allow anything to be done, on the Property, or allow anything to remain on it, that may reasonably be considered an actual or potential:
        1. nuisance or annoyance, disturbance or inconvenience,
        2. injury or damage to the Landlord or their other tenants or to the owners or occupiers of adjacent or neighbouring property
     2. not use the Property or allow it to be used for any auction sale, any dangerous, noxious, noisy or offensive activity, or any illegal or immoral act or purpose
     3. not carry on any trade, business, manufacture or commercial activity on the Property
     4. not play any musical instrument or device or allow noise from any music-playing device of whatever description or composition, including radios, televisions, PCs or any sound production system of any kind, or any machine or equipment capable of hosting and playing music and other noises, to be heard outside the Property in such manner that may cause a disturbance after 2300 hours or before 0800 hours on any day.
     5. perform and observe any obligations arising under Local Government Act 1992 or regulations resulting from it and any other laws and regulations that may apply.

## Access and Security

* 1. The tenant must:
     1. always keep the Property and any access keys, codes and devices secure
     2. keep secret any access or key codes
     3. provide the Landlord with current and up-to-date details of the name, home address, home telephone number and email address of each keyholder of the Property
     4. not:
        1. change any access or key codes or
        2. replace any access devices or
        3. replace or cut any new keys for the Property or
        4. alter, interfere with or replace any burglar alarm or other security systems on the Property without advance written consent from the Landlord
        5. immediately inform the Landlord if keys or security codes or devices are lost or compromised during the Term and take immediate steps to provide new keys or new security codes or devices
        6. supply the Landlord with a set of keys and/or the new code immediately upon replacement
        7. ensure that any burglar alarms fitted to the Property are operational at all times and immediately inform the Landlord, or the Landlord’s Agent (where applicable), if the alarm is defective in any way
        8. immediately inform the Landlord or the Landlord’s Agent (where applicable), of any and all alterations made to the security alarm or to the code that primes that security system
        9. provide to the Landlord all keys and security devices or codes by [please specify deadline time] on the date the Term ends
        10. pay on demand by the Landlord or the Landlord’s Agent (where applicable), all costs reasonably incurred by the Landlord or the Landlord’s Agent due to any failure of the Tenant to do any of the above that results in expenses being incurred by the Landlord in having any of the above items replaced, repaired, recovered or, for example, the requirement for alarm systems to be turned off or reset.

## Arrangements for when the Property may be unoccupied

* 1. [During the months of [please specify] to [please specify], if OR If] the Tenant plans to leave the Property unoccupied for more than 48 hours, they must, at their own expense, take all reasonable steps (including those that are necessary or directed by the Landlord) to protect the water and central heating systems in the Property from damage by frost. [elaborate on any further steps if you wish to do so – e.g. leaving the heating on at certain times, etc.]
  2. If the Tenant plans to leave the Property unoccupied for more than [2] weeks, the Tenant must notify:
     1. the Landlord
     2. any company responsible for security devices, and
     3. the company insuring the Property

that the Property will be unoccupied for that period, and must take such steps as any of those parties may reasonably prescribe to keep the Property secure and protected.

## Public registers and records

* 1. The Tenant must not:
     1. give the address of the Property in any telephone or email directory during the Term or
     2. use the address as a business address or register it as a business address at Companies House or
     3. disclose the Landlord's bank account details to any third party.

## Returning the property to the Landlord at the end of the Term

* 1. The Tenant must:
     1. hand back the Property and the Contents to the Landlord at the end of the Term, fully vacated and in the state of repair, decoration and condition specified in this Agreement and Inventory, (including the requirements for all parts of the Property [and the Grounds] being clean and tidy, and with the various items of furniture and effects left in the places in which they were situated at the beginning of the Term
     2. if the Tenant has not complied with the obligations specified in Clause [3.19(a)] above:
        1. make good any lack of repair, decoration or condition or cleanliness, or
        2. pay reasonable compensation to the Landlord for the same, and
        3. replace or pay for any of the Contents that have been broken, damaged or lost
     3. remove any satellite dish or other external fixture that the Tenant was permitted to install by the Landlord according to the terms of this Agreement
     4. take all reasonable steps to ensure that no communications to or for the Tenant are directed to any telephone or computer at the Property after the Tenant has vacated
  2. If any items not included in the Contents and/or not belonging to the Landlord are left on the Property after the end of the Term, the Tenant will be responsible for meeting all reasonable removal and storage charges.
  3. The Landlord will remove and store the items for a maximum of [one month]. The Landlord will notify at the Tenant’s last known address the Tenant that this has been done. If the Tenant has not collected these items within [one month], the Landlord is entitled to dispose of the items and to hold the Tenant liable for the reasonable costs of this disposal. These costs may be deducted from any sale proceeds from the items, or from the Deposit. If after that, there are any costs still outstanding, they will remain the Tenant’s liability and the Landlord will be entitled to pursue appropriate action to recover them from the Tenant.

## Periods of unauthorised occupation, and Tenant’s obligation to pay for these

* 1. If:
     1. the Tenant (or anyone under their control) remains in occupation of the Property, or leaves any belongings or property in the Property (except for small items inadvertently left behind and that can be easily and cheaply removed), or
     2. the keys to the Property have not been returned to the Landlord,

this is deemed to be a period of unauthorised occupation under the Agreement. The only exception to this conclusion is where unless the Tenant has suffered a serious injury or serious illness and has been unable immediately to comply with the terms of this Agreement relating to vacation of the Property at the end of this Term.

* 1. For any period of unauthorised occupation, the Tenant must pay to the Landlord an amount calculated at a rate equivalent to the Rent that would have been payable for the Property for that period, plus interest at the Interest Rate.

# Insurance

The Landlord’s insurance-related obligations

* 1. The Landlord must:
     1. insure the Property:
        1. against damage or destruction by fire, storm, tempest, earthquake, lightning, explosion, riot, civil commotion, malicious damage, impact by vehicles and by aircraft and articles dropped from aircraft, flood damage and any other risks, of any nature, that the Landlord reasonably decides to insure against from time to time, to the extent that such insurance may ordinarily be arranged for properties such as the Property, and subject to such excesses, exclusions or limitations as the insurer requires
        2. for the full cost of rebuilding and reinstating the Property, and
        3. under an appropriate insurance policy of the Landlord’s choice, in their absolute discretion and which the Landlord may from time to time decide to source from an alternative broker or underwriter
     2. keep the Property (which excludes the Tenant’s personal property) insured at all times, unless the insurance is rendered void, or made invalid, by any act of the Tenant or anyone under the Tenant’s control
     3. if the Tenant requests it, produce a copy of the insurance policy and the last premium renewal receipt, or equivalent reasonable evidence of the terms of the policy and the fact that the last premium has been paid.
  2. If the Property or any part of it is damaged or destroyed (by any risk against which it is insured) to the extent that it is rendered unfit for occupation and use, the Landlord will:
     1. if practicable reinstate the Property or any part damaged or destroyed by that insured risk against, provided that the damage or destruction was not due to any act or omission of the Tenant or anyone under the Tenant’s control and the insurance policy has not been rendered void or invalidated by such an act or omission
     2. suspend the Tenant’s obligation to pay Rent, or a fair proportion of that Rent, until the Property, or the affected part of it, has been rebuilt or reinstated and is once more fit for occupation and use
  3. Clause [4.2(b)] does not apply where the insurer wholly or partly refuses to pay out the insurance money due to an act or default of the Tenant or anyone under the Tenant’s control.
  4. If, at the end of two months after the date of the damage or destruction, the Property is still not fit for the Tenant’s occupation and use, and there is no reasonable expectation of it being in a fit state imminently, the Landlord may serve the Tenant with notice to terminate the Agreement any time during the subsequent two months.
  5. If the Landlord serves notice on the Tenant under the conditions described at Clause 4.4 above, the Term of the Agreement will end, however, this will not affect any rights or remedies under this Agreement that may have already accrued to either party.
  6. All insurance money received by the Landlord under this Agreement belongs at all times to the Landlord absolutely.
  7. If the Property is a flat or apartment belonging to an Estate that an overarching landlord insures, then the Landlord shall use reasonable endeavours to procure that this overarching landlord complies with its insurance provisions and provides the Tenant with any requested evidence of the insurance cover and the premium paid as it affects the Property.

## The Tenant’s insurance-related obligations and warranties

* 1. Before signing this Agreement, the Tenant warrants that they have written to the Landlord to disclose any conviction, judgement or finding of any court or tribunal relating to the Tenant that could reasonably be expected to affect the decision of any insurer or underwriter to grant or continue insurance of any risk for which the Property or the Contents are presently insured.
  2. The Tenant must not do anything, or fail to comply with any requirement, as a result of which the policy of insurance taken out by the Landlord in relation to the Property may become void or voidable or invalidated or by which the rate of premium on the policy may be increased.
  3. The Tenant’s obligations under Clause [3] do not apply to damage caused by any risk against which the Landlord has or should have insured under the terms of this agreement (except where insurance money is irrecoverable due to any act or default of the Tenant or anyone under their control).

# The Landlord’s rights of entry

* 1. The Tenant must allow the Landlord and its agents (with any necessary contractors and workmen), to enter the Property at all reasonable times upon 24 hours’ prior notice in writing, or in the event of emergency at any time without notice, and causing as little inconvenience to the Tenant as reasonably practicable, for the following purposes:
     1. to inspect the condition of the Property and the Contents and check the Inventory
     2. to read meters
     3. to conduct repairs required of the Landlord under this agreement or by law
     4. to make alterations or improvements to the Property or the Contents that are either minor and do not inconvenience the Tenant, or that are required by law, including to services such as electrical wiring, gas and water supply pipes, sewers, drains and drainpipes, in or under the Property or any part of it
     5. to repair or carry out works to adjoining property that can only be managed via access to the Property or to the various services supplying the Property
     6. during the three months before the anticipated date of the end of the Term, to inspect the Property with interested parties interested in buying or letting the Property and to fix and retain, in a reasonable position on the Property, a board advertising the Property for sale or reletting.
  2. If any damage is caused to the Property and the Tenant’s property during the Landlord’s exercise of their rights of entry, the Landlord will make good that damage.

# The Landlord’s obligations

* 1. The Landlord:
     1. must ensure that the Tenant is able peaceably to hold and enjoy the Property during the Term without any unreasonable interference, interruption or disturbance from or by the Landlord, or any person representing the Landlord as their agent
     2. comply – and confirm their compliance – with the Gas Safety (Installation and Use) Regulations 1998. If the Tenant requests it, the Landlord must supply an appropriate Gas Safety Certificate for inspection by the Tenant
     3. put in place appropriate insurance, see Clause [4] for further details relating to insurance-related obligations for both the Landlord and the Tenant
     4. comply with its obligations under this Agreement.

# The Landlord’s entitlement to recover possession of the Property

* 1. The Landlord is entitled to terminate the Agreement provided that:
     1. they give the Tenant two months’ (or any longer period required for the tenancy under the general law) notice in writing, informing the Tenant that they require possession, and
     2. that notice is not served on the Tenant less than six months from the start of the Term.
  2. If the above grounds are both met and the Tenant has not vacated the Property, the Landlord is entitled to start legal proceedings to obtain a court order granting them possession of the Property.
  3. The Landlord may take repossession action if and whenever, during the Term:
     1. the rent remains unpaid for more than 14 days after it is due – whether that rent has been formally demanded or not, or
     2. there is a breach by the Tenant of any obligation or other term of this agreement, or
     3. the grounds for possession in the Housing Act 1988 Schedule 2 Part I Grounds 2 or 8 or the Housing Act 1988 Schedule 2 Part II Grounds 10, 11, 12, 13, 14, 15 or 17 apply. These cover situations where, the dwelling- house is subject to a mortgage granted before the beginning of the tenancy, rent is unpaid, or rent lawfully due from tenant is unpaid on the date on which court proceedings have begun, persistent delay of rent, an obligation under the tenancy hasn’t been performed or broken, there has been deterioration or neglect of parts of the dwelling, the tenant has caused nuisance or annoyance to the landlord or acted illegally, there has been a deterioration of furniture, false statements that were made allowed the granting of the tenancy to begin with or
     4. the Tenant becomes bankrupt, has an administration order made in respect of his assets, has a receiver appointed, makes an arrangement for the benefit of his creditors or becomes subject to any procedure for the taking of control of his goods by another,

and in these circumstances, the Landlord may bring a court action to recover possession of the Property, even if any previous right to do so has been waived.

* 1. If the Landlord recovers possession of the Property under Clause [7.3], the Tenant must pay the Landlord interest at the Interest Rate on any outstanding rent or damages properly due to the Landlord from the date on which:
     1. the rent fell due (whether formally demanded or not), or
     2. the breach of obligation took place, or
     3. the relevant event occurred, in each case to the date of payment.
  2. Clause [7.4] shall also apply to sums payable under the Agreement for any period of unauthorised occupation.

# The Landlord’s costs associated with any enforcement activity

* 1. Provided that they have been properly incurred, the Tenant must pay the Landlord’s reasonable costs, fees, charges, disbursements and expenses in relation (or incidental) to:
     1. the recovery, or attempted recovery, by the Landlord of unpaid rent or other sums due from the Tenant under this agreement; and
     2. any other steps taken by the Landlord (or their agent) in contemplation of, or in direct connection with, the enforcement of the Tenant’s obligations under this Agreement, during or after the end of the Term. This includes steps relating to the preparation, service and negotiation of a schedule of dilapidations (the document containing details of alleged breaches of the Tenant’s obligations in relation to the state and condition of the Property).

# Handling of the Deposit

* 1. The Landlord will:
     1. ensure that the Deposit is held on the terms of [please specify relevant scheme], a deposit protection scheme established under the Housing Act 2004 Section 212 (‘the Scheme’)
     2. within 30 days of receiving the Deposit, confirm to the Tenant information required under the Housing Act 2004 Section 213(5)
     3. promptly comply with their obligations under the Scheme
  2. The parties agree for unresolved disputes to be submitted under the Scheme to the Alternative Dispute Resolution Service for adjudication, and to co-operate with this adjudication. (The statutory rights of the Landlord and Tenant to take legal action through the County Court remain unaffected.)
  3. Provided that they comply with the terms of the Scheme, the Landlord is entitled to deduct from the Deposit, sums covering the following:
     1. any Rent or other payments due from the Tenant to the Landlord, (including, if relevant, advance rent that has fallen due), during the Term
     2. any reasonable sum incurred by the Landlord to remedy a failure by the Tenant to comply with their obligations under the Agreement, including disposing of possessions and chattels if the Tenant has failed to remove them from the Property within [one month] of the end of the Term;
     3. after the end of the Term, any sum owing to the Landlord equivalent to rent in respect of any period of unauthorised occupation by the Tenant or anyone under the Tenant’s control;
     4. any interest due under the Agreement on any of the above sums, calculated at the Interest Rate from the date the payment is due to the date it is deducted from the Deposit;
     5. relevant bank charges incurred by the Landlord where the Tenant has breached it’s obligations relating to payments [and
     6. [commission or fees lost by the Landlord’s Agent, or any cost incurred by the Landlord’s Agent due to early termination of the Agreement by the Tenant.]
  4. Where the Landlord makes any of the Clause [9.3] deductions from the Deposit, the Tenant must, at the Landlord’s written request, pay the Landlord a further sum to restore the Deposit to the agreed amount stated in Clause [1.4(b)], and the Landlord must comply promptly with their obligations under the Scheme in relation to this top-up sum.
  5. Subject to any deductions that have been made and/or remain outstanding under Clauses [9.3] and [9.4], the Deposit, or the balance of it, must be returned to the Tenant after the end of the Term in compliance with the provisions of the Scheme.

# [Obligations of the [Guarantor] OR [Guarantors]

In consideration of the Landlord entering into this Tenancy at the request of the [Guarantor] OR [Guarantors], the [Guarantor agrees] OR [Guarantors agree] with the Landlord to compensate the Landlord for any loss incurred as a result of the [Tenant] OR [Tenants] [failing to comply with any of their obligations under this Tenancy during the Term, or any continuance of it.] OR [failing to comply with their obligation to pay rent and interest (see Clause 2 above).]

Even if the Landlord gives the [Tenant] OR [Tenants] extra time to comply with the obligation, or does not insist on strict compliance with the terms of the Tenancy, the [Guarantor’s obligation remains] OR [Guarantors’ obligations remain] fully effective.]

# Service of notices and other communications

* 1. Notices intended for the Landlord or the Tenant [or the Guarantor] may be served by registered post, recorded delivery, fax or email and must be served using the appropriate contact details set out in Clauses [1.12 ] (Landlord)[,] OR [and] [1.14] (Tenant) [and 1.15 (Guarantor)] of this Agreement, or as otherwise updated and notified in writing by the parties to each other.
  2. The Tenant must:
     1. serve all notices due under this Agreement in writing and in compliance with the conditions specified within it, including any notices to terminate the Agreement
     2. give notice to the Landlord immediately by telephone and email of:
        1. any notice or order received from a local or statutory authority affecting the Property
        2. any damage or repair requirements relating to the Property, or to any substantial item comprised in the Contents and inventory
        3. any act or encroachment by a tenant or occupant of any adjoining or neighbouring property, or by any other a third party that might adversely affect the Landlord’s interest in the Property.
  3. The Landlord must serve all notices due under this Agreement in writing and in compliance with the conditions specified within it, including any notices to terminate the Agreement
  4. In the absence of details of delivery or other receipt, any notice sent by post, shall be deemed to be served on the [third] working day after posting. A notice served by fax or by email shall be deemed to be served on the day of transmission if transmitted before [4:30 pm] on a working day, and if transmitted later shall be deemed to have been served on the next following working day. (‘Working day’ means any day from Monday to Friday inclusive other than Christmas Day, Good Friday and any other statutory bank or public holiday.)

# Joint tenants

* 1. If this is a joint tenancy and the Tenant subsequently wishes to introduce another tenant, or tenants, with a view to taking up occupation of the Property, the Tenant must formally request in writing, the Landlord’s consent to this new arrangement.
  2. The Landlord is not obliged to consent to this proposal.
  3. If the Landlord consents, their consent should be confirmed in writing and the Tenant will be jointly and severally liable with any permitted, incoming tenants, to pay a charge of £[150.00] plus VAT (if applicable) for the drawing up of a new tenancy agreement to take into account the new incoming tenant or tenants.
  4. The charge at Clause [10.3] above is payable even in the event that the Tenant decides not to proceed with the new tenant(s) after an application for change has been made.

# Easements and other rights

Section 62 of the Law of Property Act 1925 Section 62 is excluded from this agreement. The only rights granted to the Tenant are those expressly set out in this agreement, and the Tenant is not to be entitled to any other rights affecting any adjoining property of the Landlord.

# Representations and entire understanding

* 1. This agreement comprises the entire understanding of the Landlord and Tenant and the Guarantor relating to the Property and to all matters dealt with by this Agreement.
  2. The Tenant therefore acknowledges that the Agreement has not been entered into in reliance, wholly or partly, on any statement or representations made by or on behalf of the Landlord except any such statement or representation that is expressly set out in this Agreement.

# Third-party rights

Nothing in or resulting from the Agreement operates to bestow any rights whatsoever on any third party. No person other than the parties to the Agreement may enforce any provision of it by virtue of the Contracts (Rights of Third Parties) Act 1999.

# Severance

If any part of this agreement is or becomes invalid, illegal or unenforceable, it shall be treated as modified to the minimum extent necessary to make it valid, legal and enforceable. If that modification is not possible, the relevant part of it shall be treated as deleted and non-existent. Any modification to or deletion of such part under this clause shall not affect the validity and enforceability of the rest of this agreement.

# Governing law and jurisdiction

It is agreed by the parties that this agreement is exclusively governed by and interpreted in accordance with the laws of England and Wales and that the parties will submit to the exclusive jurisdiction of the English Courts in the event of any disputes.

## This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it by the Landlord, in the presence of a witness

……………………………………….

[Name]

For and on behalf of the Landlord

[Date]

The Landlord’s signature was witnessed by

Signature:

Full name of witness:

Occupation of witness:

Full address, including postcode, of witness:

## This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it by the Tenant, in the presence of a witness

……………………………………….

[Tenant’s full name]

[Date]

The Tenant’s signature was witnessed by

Signature:

Full name of witness:

Occupation of witness:

Full address, including postcode, of witness:

[……………………………………….

[Name]

[Date]

The Tenant’s signature was witnessed by

Signature:

Full name of witness:

Occupation of witness:

Full address, including postcode, of witness:]

[……………………………………….

[Name]

[Date]

The Tenant’s signature was witnessed by

Signature:

Full name of witness:

Occupation of witness:

Full address, including postcode, of witness:]

[……………………………………….

[Name]

[Date]

The Tenant’s signature was witnessed by

Signature:

Full name of witness:

Occupation of witness:

Full address, including postcode, of witness:]

## [This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it by the guarantor, in the presence of a witness

……………………………………….

[Name]

[Date]

The Guarantor’s signature was witnessed by

Signature:

Full name of witness:

Occupation of witness:

Full address, including postcode, of witness:]

[……………………………………….

[Name]

[Date]

The Guarantor’s signature was witnessed by

Signature:

Full name of witness:

Occupation of witness:

Full address, including postcode, of witness:]

[……………………………………….

[Name]

[Date]]

The Guarantor’s signature was witnessed by

Signature:

Full name of witness:

Occupation of witness:

Full address, including postcode, of witness:]

[……………………………………….

[Name]

[Date]

The Guarantor’s signature was witnessed by

Signature:

Full name of witness:

Occupation of witness:

Full address, including postcode, of witness:]

**Annex**

Inventory of Contents included in the Agreement

[list these here or attach PDF of the list, ensuring it’s signed by both Landlord and Tenant]