

Tenancy agreement for an assured shorthold tenancy under the Housing Act 1988 for a property in England

IMPORTANT NOTE:

This is a legally binding document. Before you sign it you should read it carefully to ensure that it contains everything you want and nothing unacceptable to you. Once it is signed you may have long-term obligations to pay rent and maintain a property, and you might find it difficult to escape from these commitments. If you do not understand any part of this agreement or your legal obligations as a landlord or tenant then you should seek advice from a solicitor or other qualified legal advisor, a law centre or housing advice service, or a citizen's advice bureau.

This tenancy agreement may be used for an individual tenant or a group of tenants entering into a joint tenancy of a property. While every care has been taken when drafting this agreement, only a court can decide what the legal effect of a contract term is. The University of London does not guarantee the legal effect of this agreement and shall not be held responsible for the consequences of the use of, or reliance on, this agreement, including for any financial loss suffered by any landlord, tenant or other person. You should take independent legal advice if you are in any doubt about the implications of using this document.

*TERM: **XX** months

*RENT: £ per month

*RENT PAYMENT SCHEDULE:

EITHER

Payable on the **XX st/nd/rd/th** day of each month (the "Rent Payment Day"). The first payment is paid on or before **[START DAY]**.

OR

The first **X** months is payable in advance on or before **[START DAY]** and thereafter payable on

The **XX st/nd/rd/th** day of each month (the "Rent Payment Day") commencing on **XX/XX/XXXX**

OR

Payable for the full term in advance on or before **START DAY**

*DEPOSIT:

*ADDITIONAL PERMITTED OCCUPIERS

*UTILITIES AND SERVICES:

Either

All Utilities and Services are included in Rent

OR

No Utilities and Services are included in the Rent

OR

The following Utilities and Services are included in the Rent:

Select from: electricity, gas, water, heating, hot water, ventilation and air conditioning, telephone, television, internet

Any Utilities and Services not listed here are not included in the Rent

Part 2 - General Tenancy Conditions

NOW IT IS AGREED as follows:

1 Definitions

1.1 In this agreement:

- 1.1.1 “Deposit” means the sum set out above which the Tenant must in addition to the first payment of Rent pay to the Landlord to be held as a security against a breach of any of the Tenant’s obligations in this agreement.
- 1.1.2 “Head Lease” or “Superior Lease” means the lease (if any) under which the Landlord holds the Property.
- 1.1.3 “Head Lessor” or “Superior Landlord” means the person for the time being who owns the interest in the Building of which the Property forms part and which gives him the right to possession of the Property at the end of the Landlord’s lease of the Property.
- 1.1.4 “Landlord” includes the person who is from time to time entitled to receive the Rent.
- 1.1.5 “Property” means the Property as set out above along with its exterior and common areas.
- 1.1.6 “Rent” means the sum payable in advance from the start of the tenancy in instalments on the dates specified in the Rent Payment Schedule whether demanded or not.
- 1.1.7 “Rent Payment Day” means the day of the month on which payments of Rent are due.
- 1.1.8 “Rent Payment Schedule” means the list of days, as specified above, on which the Rent must be paid.
- 1.1.9 “Term” means a fixed term between the Start Date and the End Date as set out above.
- 1.1.10 “Tenancy” means the tenancy created by this agreement.

- 1.1.11 “Permitted Occupier” means the person identified above, if any, who the Landlord permits in addition to the Tenant to reside in the Property during the Term.
- 1.1.12 “Interest Rate” means a rate of interest at an annual rate 3% above the Bank of Interest England base rate as set from time to time by the Monetary Policy Committee of the Bank of England.
- 1.1.13 “Inventory and Schedule of Condition” means the detailed list of the condition and cleanliness of the Property including the garden (if any) and the contents. The Inventory and Schedule of Condition will be provided to the Tenant separately. This may be prepared by either the Landlord, their agent or by an independent inventory clerk.
- 1.1.14 “Development” means, where the Property is part of a building or larger housing estate, the whole of that building or estate including the surroundings of the Property and the curtilage of the building the Property is situated within and of any other buildings within the housing estate if applicable including any paths, gardens, access routes, storage facilities or any other amenities used by the occupiers of the Development.
- 1.1.15 “Utilities and Services” means electricity, gas, water, foul water and surface drainage, heating, ventilation and air conditioning, telephone, television, internet and other electronic communications and all other utilities serving or consumed at the Property.

2 Interpretation

2.1 In this agreement:

- 2.1.1 the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation'.
- 2.1.2 the word 'today' refers to the date of this agreement.
- 2.1.3 the word 'liability' includes all costs, claims, expenses and loss incurred or suffered by the relevant party.

- 2.1.4 general words introduced by the word 'other' do not have a restrictive meaning even where preceded by words indicating a particular class of acts, things or matters.
- 2.1.5 an obligation to do or not to do something includes an obligation not to cause or allow that thing to be done.
- 2.1.6 obligations owed by or to more than one person are owed by or to them jointly and severally. This means, for example, that any one or more of the individuals jointly forming the Tenant can at the Landlord's sole discretion be held responsible for the full Rent and other obligations under the agreement if the other individuals do not fulfil their obligations.
- 2.1.7 any reference to the singular shall include the plural and to 'he', 'him' and 'his' shall be taken to include 'she', 'her' and 'hers'.
- 2.1.8 the bold face headings and italicised drafting notes contained within square brackets are for ease of completion and reading only and are not to be used to construe the terms of this agreement.

2.2 In this agreement unless otherwise specified:

- 2.2.1 a reference to legislation is a reference to all legislation having effect in the United Kingdom at any time during the Term, including directives, decisions and regulations of the Council or Commission of the European Union, Acts of Parliament, orders, regulations, consents, licences, notices and bye laws made or granted under any Act of Parliament or directive, decision or regulation of the Council or Commission of the European Union, or made or granted by a local authority or by a court of competent jurisdiction and any approved codes of practice issued by a statutory body, and
- 2.2.2 a reference to a particular piece of legislation is a reference to that legislation as amended, consolidated or re-enacted from time to time and all relevant subordinate legislation made under it from time to time.

3 Right to Rent Condition

- 3.1 It is a condition of the Tenancy that all adult occupiers of the Property maintain a "Right to Rent" as defined by the Immigration Act 2014 at all times during the Term.

4 Tenant's obligations

The Tenant agrees with the Landlord as follows:

4.1 Payments

- 4.1.1 to pay the Rent promptly at the times specified in this agreement whether demanded or not.
- 4.1.2 to ensure that all payments to the Landlord or the Agent (including the initial payments due under this agreement) are paid in cleared funds no later than the due date for payment.
- 4.1.3 to pay all charges in relation to the supply and use of any Utilities and Services not included in the Rent and not to cause or permit any Utilities to be disconnected, altered or removed and to pay for any reinstatement, should this be necessary at the end of the tenancy.
- 4.1.4 to pay the Council Tax in respect of the Property for the duration of the Tenancy regardless of legal liability for the Council Tax. If the Tenant qualifies for a discount or an exemption from Council Tax it is the responsibility of the Tenant to apply for this.
- 4.1.5 to pay for a television licence for any device used to watch, live-stream or record live television or download or watch BBC programmes in the Property for the duration of the Tenancy.
- 4.1.6 if the Rent or any other sum payable under this agreement is not paid to the Landlord within 14 days after the due date for payment, to pay simple interest calculated on a daily basis at the Interest Rate to the

Landlord for the period starting on the due date until payment (both before and after any judgment). The Interest Rate is defined above at clause 1.1.12.

4.1.7 the Landlord's reasonably incurred costs (which must be supported by evidence in writing) of replacing a key or other security device for the Property which has been lost by the Tenant.

4.2 **Use**

4.2.1 to use the Property only for residential accommodation for the Tenant, and such other persons as the Landlord has expressly permitted only.

4.2.2 not to carry on or permit to be carried on at the Property any trade or business other than a home business as defined by s43ZA of the Landlord & Tenant Act 1954.

4.2.3 not to register any limited company or other entity at the Property or to advertise it as a place of business without the Landlord's consent.

4.2.4 not to use the Property for any illegal or immoral purpose.

4.2.5 to make only reasonable use of the Utilities and Services consistent with ordinary residential use.

4.3 **Assignment/subletting**

4.3.1 not without the Landlord's express written consent to assign the Tenancy, underlet, part with, or share possession or occupation of the Property or any part of it or take in lodgers or paying guests. Such consent must not be unreasonably withheld.

4.4 **Licenses under the Housing Act 2004 and HMO use**

4.4.1 not to use the Property in any manner which might lead to it becoming a house in multiple occupation ("HMO") under s254, Housing Act 2004 without the Landlord's express written consent.

4.4.2 not to use the Property in any manner which might lead to it becoming licensable under any part of the Housing Act 2004 without the Landlord's express written consent.

4.4.3 not to use the Property in any manner which might lead to a condition of any license granted under any part of the Housing Act 2004 being breached, provided the Tenant has been provided with a copy of the relevant licence and conditions.

4.5 **Maintenance**

4.5.1 to keep the Property including fixtures, fittings, and furnishings reasonably clean and tidy and maintained to the same condition as at the start of the Tenancy (fair wear and tear excepted).

4.5.2 to keep the Property adequately ventilated and heated.

4.5.3 to clean the reasonably accessible windows inside and outside regularly and promptly to replace any cracked or broken windows or door glass to the Property broken by the Tenant or anyone invited into the Property by the Tenant.

4.5.4 not to cause any blockage or damage to any of the plumbing, including drains, pipes, sinks, toilets or water storage tanks at the Property.

4.5.5 to replace all electric light bulbs, fuses and fluorescent tubes as and when necessary.

4.5.6 to keep all drains, down pipes and gutters clear and free from obstruction.

4.5.7 not to pour or allow to be poured into the drains any toxic or poisonous matter or fluid or any product which is likely to block or damage the drains or any septic tank or cess pit.

4.5.8 to work with the Landlord to minimise the risk caused by Legionella bacteria and in particular to keep showerheads and taps clean, not to interfere with or adjust the boiler temperature, and to run the taps in order to flush through the plumbing system after any prolonged period of inactivity.

4.5.9 to report without delay all defects and repairs needed for which the Tenant is not responsible. The Tenant should where possible report such repairs in writing and keep evidence that they have done so, but the Landlord's repair obligation will arise however they are notified of any defects and repairs needed.

4.6 Alterations

4.6.1 not to make any alterations or additions to the Property nor to remove any of the fixtures or fittings, except with the prior written consent of the Landlord (such consent not to be unreasonably withheld) or as permitted by clause 4.6. If the Tenant wishes to carry out any redecoration of the Property, or any part of it, he must obtain consent in writing in advance from the Landlord or his agent for permission which will not be unreasonably withheld or delayed.

4.6.2 not to remove from the Property the furniture and effects or any substituted furniture and effects.

4.6.3 not alter change or install any locks on any doors or windows in or at the Property without the Landlord's express written consent, such consent not to be unreasonably withheld.

4.6.4 not to change any pre-set digital burglar alarm code without giving the new code to the Landlord.

4.6.5 not to install any key or prepayment electricity or gas meter at the Property.

4.6.6 not to damage the walls, ceilings or woodwork, but the Tenant may fix items to the walls by using a reasonable number of picture hooks.

4.7 Safety and Insurance

4.7.1 to recognise that any insurance maintained by the Landlord at the Property will not cover any of the Tenant's belongings.

4.7.2 to maintain and not to interfere with any fire extinguishers on the premises and not to misuse any fire-safety equipment provided by the Landlord.

- 4.7.3 to be responsible for testing any smoke and carbon monoxide detectors in the Property at regular intervals and to keep the detectors free from obstruction and dust and in working order and to regularly replace the batteries to the smoke and carbon monoxide detectors as necessary. If any fault should be found with any smoke or carbon monoxide detectors which cannot be resolved by replacing batteries, the Tenant will immediately report the fault to the Landlord.
- 4.7.4 not to store any hazardous or inflammable substances at the Property save for a reasonable quantity of household cleaning products and consumables.
- 4.7.5 not to install or bring onto and use at the at the Property (with or without the Landlord's consent) any gas appliance which has not been installed and checked by an accredited gas engineer in accordance with The Gas Safety (Installation and Use) Regulations 1998.

4.8 **Right to Rent**

- 4.8.1 to ensure at all times that all adults residing in the Property have a Right to Rent as set out in Part 3, Immigration Act 2014.
- 4.8.2 promptly on request by the Landlord, to comply with such checks and provide such documents certifying the Right to Rent of all adult occupier as are reasonably required by the Landlord.
- 4.8.3 where any adult occupier has a time-limited right to rent to provide to the Landlord such proof of their continued Right to Rent as is reasonably required by the Landlord from time to time.
- 4.8.4 to notify the Landlord promptly if the immigration status of any adult occupier changes such that the Right to Rent is lost.
- 4.8.5 to be responsible for any checks required to satisfy the Right to Rent requirements under the Immigration Act 2014 in relation to any sub-letting or licence the Tenant grants, whether that sub-letting or licence was authorised by the Landlord or not.

4.9 **Garden**

4.9.1 not to alter the garden (if any) but to leave the layout of the garden as existing at the start of the Tenancy.

4.10 Animals

4.10.1 not to keep any animals on the Property without consent in writing from the Landlord or his agent. The Landlord may not unreasonably withhold such consent.

4.11 Nuisance and Noise

4.11.1 not to do or permit to be done on the Property any act or thing which causes a nuisance, damage, annoyance, or inconvenience to the Landlord, his agents or servants, or the occupiers of any neighbouring land.

4.11.2 not play or permit to be played on the Property any musical instrument, radio, television set or other electronic equipment that can be heard outside the Property between the hours of 11.00 pm and 9.00 am.

4.12 Smoking

4.12.1 not to smoke cigarettes, cigars, pipes or any other substances in the Property.

4.13 Disposal of Rubbish

4.13.1 at all times except for the day of emptying them keep dustbins out of view and not to store bags or loose refuse outside.

4.13.2 to comply with any requirements of the Landlord or the local authority relating to the storage and disposal of household waste pending collection.

4.14 Leaving the Property vacant

4.14.1 not to leave the Property vacant for more than 28 days without first notifying the Landlord in writing and if the Property is left vacant for whatever period to protect the Property from frozen or burst pipes or other damage.

4.15 **Vehicles**

- 4.15.1 not to abandon any vehicles on any part of the Development. Any such abandoned vehicles may be removed from the Development by the Landlord and the Tenant shall pay the Landlord's reasonable costs incurred in doing so.
- 4.15.2 not to use any parking space provided or made available to the Tenant for storage or any purpose other than the purpose of parking a private motor vehicle not exceeding three tonnes in gross laden weight or a motorcycle thereon and not to park or allow to be parked any motor vehicle wheeled vehicle or other form of transport on any other part of the Development or in any other parking space than one which the Tenant has been given prior permission in writing to use.
- 4.15.3 not to leave cars visiting the Property or in the ownership of the Tenant in a position that may obstruct the free movement of other road users.
- 4.15.4 not to store any trailer, caravan or mobile home at the Property or to keep at the Property any motorbike, car or van which is not roadworthy and fully taxed and insured.
- 4.15.5 not to keep any trade vehicle or any vehicle with prominent signage or advertising at the Property.
- 4.15.6 not to carry out any work on any vehicle at the Property or to charge or discharge fuel, oil, brake fluid, power steering fluid, or air conditioning coolant tanks.

4.16 **Visits by the Landlord**

- 4.16.1 to permit the Landlord, any Superior Landlord and all others authorised by them and their agents, with or without workmen, and others at all reasonable times and with reasonable frequency during the tenancy upon providing a minimum of 24 hours' written notice (except in the case of emergency when no prior notice is required) to enter the Property for examining, maintaining or repairing the Property or any of the contents, or the carrying out of safety inspections.

4.16.2 to permit the Landlord, any Superior Landlord, and all others authorised by them:

- (a) at reasonable times of the day to conduct viewings of the Property with prospective mortgagees, purchasers, or (during the last two months of the tenancy), tenants by prior appointment, to be arranged at least of 24 hours in advance and in writing.
- (b) to put up and maintain in a conspicuous part of the Property during the last two months of the tenancy a notice that it is to be sold, let or otherwise dealt with.

4.17 **Other Tenant Responsibilities**

4.17.1 to comply with all legislation applicable to the use or occupation of the Property.

4.17.2 not to obstruct at any time the accessways or the common parts or the communal areas and facilities.

4.17.3 to give the Landlord a copy of any notice given under the Party Wall etc. Act 1996, or any other formal or legal notice addressed to the owner of the Property or to the Landlord by name, 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.

4.17.4 not to change the telephone number without the consent of the Landlord which will not be unreasonably withheld.

4.18 **Termination of the tenancy**

4.18.1 At the end of the Tenancy (regardless of how the Tenancy came to an end) to leave the furniture and effects in the rooms in which they were at the start of the Tenancy.

4.18.2 at the end of the Tenancy (regardless of how the Tenancy came to an end) to deliver up to the Landlord the Property and all fixtures fittings and additions and the furniture and effects or any substituted furniture and effects to the same standard as the Property and contents was provided at the start of the tenancy as documented in the Inventory and Schedule of

Condition. This includes a requirement for the Tenant to return the property in the same standard of cleanliness as at the outset of the tenancy, arranging cleaning services where required.

4.18.3 at the end of the Tenancy (regardless of how the Tenancy came to an end) to deliver up the Property with full vacant possession having removed any additional occupiers whether authorised or not, all possessions and all rubbish.

4.18.4 at the end of the Tenancy (regardless of how the Tenancy came to an end) to deliver up the Property with any gas and oil storage tanks filled to the same level as at the start of the Tenancy.

4.18.5 to agree that any item left at the Property for more than 14 days after the end of the Tenancy can, provided that the Landlord has made reasonable endeavours to give reasonable notice in writing to the tenant in advance Tenant, be sold by the Landlord and any sums raised from sale shall belong to the Tenant but the Landlord may deduct the cost of storage and sale; and to agree that where the Landlord reasonably believes that the Tenant intended to abandon any item which has been left at the Property for more than 14 days after the end of the tenancy, the Landlord may dispose of or keep that item.

4.18.6 give to the Landlord or the Agent or their representative on the last day of the Tenancy whether on its expiration or earlier ending of the Tenancy all keys and access fobs to the Property and to pay the cost of replacing any lock where keys are missing.

5 Recovery of possession for breach of agreement

If and whenever during the Term:

5.1 the Rent or any part of it is in arrears for 14 days after it has become due (whether legally demanded or not), or

5.2 there is a breach of any of the obligations or agreements on the part of the Tenant, or

5.3 the Tenant becomes bankrupt or insolvent or enters into a voluntary arrangement with its creditors; or

5.4 any of the grounds for possession in the Housing Act 1988, Schedule 2 apply

the Landlord may re-enter upon the Property or any part in the name of the whole resuming possession on the furniture and effects and the Tenancy shall absolutely determine but without prejudice to the other rights and remedies of the Landlord. The Landlord's rights under this clause are subject to the restrictions of the Protection From Eviction Act 1977 and the Housing Act 1988 and the Landlord will not whilst the Tenant is residing in the Property physically retake possession without first obtaining a Court Order.

6 Landlord's obligations

The Landlord agrees with the Tenant:

6.1 To keep in good repair the structure and exterior of the Property (including drains gutters and external pipes) and to keep in repair and proper working order the installations (if any) in the Property for the supply of water gas and electricity and for sanitation (including basins sinks and sanitary conveniences) and for space heating and heating water provided that the Landlord is not required:

6.1.1 to carry out any works or repairs for which the Tenant is liable by virtue of its duty to use the Property in a tenant-like manner, or

6.1.2 to rebuild or reinstate the Property in the case of destruction or damage by fire by tempest flood or other inevitable accident, or

6.1.3 to keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

6.2 To keep in good repair and working order such fixtures and fittings as are provided by the Landlord, specifically including appliances and white goods, provided always that the Landlord is not required:

6.2.1 to repair any item broken by the negligence or misuse of the Tenant or any of his guests or invitees, or

- 6.2.2 to repair any item unless it has been reported to him in writing and then shall be allowed a reasonable time to effect a repair or replacement, or
- 6.2.3 to replace any item with an exact duplicate and is permitted to substitute any item which reasonably accomplishes the same function.
- 6.3 The Landlord agrees with the Tenant that the Tenant paying the Rent and performing and observing all his or her obligations under this agreement may quietly possess and enjoy the Property during the Tenancy without any unlawful interruption from or by the Landlord or any person claiming through or under or in trust for the Landlord.
- 6.4 To provide assistance to the Tenants with keeping the Property free from all pests or vermin and to remedy any damage caused by pests or vermin.
- 6.5 Nothing in this agreement obliges the Landlord to insure the Property or its contents and in the event that the Landlord elects to obtain such insurance nothing in this agreement obliges the Landlord to make any claim on that insurance.
- 6.6 To ensure that if the Property requires a licence under Part 2 or Part 3 of the Housing Act 2004 (that is, a selective licence or HMO licence) such a licence has been granted, or a valid application has been made and is pending.
- 6.7 To comply with the conditions of any licence granted under Part 2 or Part 3 of the Housing Act 2004.
- 6.8 To prepare an "Inventory and Schedule of Condition" at or before the commencement of the Tenancy, and promptly to provide a copy of this to the Tenant.

7 Uninhabitability of the Property

- 7.1 If at any time the Property is rendered uninhabitable by an event or events which are not the result of negligence or breach of contract by either party then, the choice being at the Landlord's sole discretion, either:

- 7.1.1 the Rent will cease to be payable by the Tenant until the Property is made habitable and the Landlord will be under no obligation to provide alternative accommodation; or
- 7.1.2 the Rent will continue to be payable and the Landlord will be obligated to provide suitable alternative accommodation to the Tenant.
- 7.2 If following an event described above, in the reasonable opinion of an appropriate expert the Property cannot be made habitable within one month then either party may give one month's notice to terminate this agreement following which it will end and no further obligations under it will be performable by either party save that either party may pursue the other for breaches of this agreement which pre-date said termination.

8 Service of notices

- 8.1 Any notice served by the Landlord on the Tenant must be served in writing and will be deemed sufficiently served if sent by ordinary first class post, signed for, or recorded delivery post to the Property address or left at the Property and in all cases the notice will be deemed served two days after posting or the next day after leaving at that address.
- 8.2 Any notice served by the Tenant on the Landlord must be served in writing and will be deemed sufficiently served if sent by ordinary first class post, signed for or recorded delivery post or left at the address given for the Landlord in this agreement or notified to the Tenant from time to time and in all cases the notice will be deemed served two days after posting or the next day after leaving at that address.
- 8.3 Further, either party may serve any notice (apart from a Notice Seeking Possession under section 8 or section 21 of the Housing Act 1988) by e-mail. Such notice shall be deemed sufficiently served if it is sent to the Tenant or the Landlord at the email addresses identified above in this agreement and no notification of failure to deliver that email is received. Notices served by email will be deemed served on the next working day after sending.

8.4 In accordance with section 48 of the Landlord and Tenant Act 1987, the address given for the Landlord above in this agreement is the address at which the Tenant may serve of notices (including notices in proceedings) on the Landlord.

9 Deposit

9.1 The Tenant agrees to pay to the Landlord/or the Landlord's agent the Deposit on the signing of this agreement

9.2 The Deposit paid by the Tenant is held as security for the performance of the Tenant's obligations under this agreement and to compensate the Landlord for any breach by the Tenant of the matters set out in this agreement.

9.3 The Deposit will be held and protected with an approved tenancy deposit protection scheme as required by legislation and details of that protection will be forwarded to the Tenant within 30 days after receipt.

9.4 The Deposit may not be offset by the Tenant against any money owed to the Landlord, including the Rent unless with the Landlord's express consent.

9.5 The holding and use of the Deposit does not affect any other rights and remedies available to the Landlord under the terms, whether express or implied, of this agreement.

9.6 The Tenant is not entitled to decline to pay any instalment of Rent on the grounds that the Landlord is in possession of the Deposit.

9.7 At the end of the Tenancy (regardless of how the Tenancy came to an end) the Landlord or the Landlord's agent will arrange an inspection and examine the Property, furniture, fixtures, contents and effects against the Inventory and Schedule of Condition prepared at the commencement of the Tenancy and prepare a check out report (the "Check Out Report").

9.8 The Landlord or their agent will then compare the Check Out Report with the Inventory and Schedule of Condition in order to decide what deductions are to be made from the Deposit. For the avoidance of doubt the deductions will be made to compensate the Landlord for (but not limited to) the following:

- 9.8.1 Any damage, or compensation for the damage, to the Property, fixtures, fittings and effects caused by the Tenant, his family or visitors, including any such damage resulting from any breach of the terms of this agreement;
 - 9.8.2 Any missing items from the Property;
 - 9.8.3 Any cleaning costs to restore the Property to the same condition of cleanliness as at the outset of the tenancy as recorded in the Inventory and Schedule of Condition;
 - 9.8.4 Any damage caused or cleaning required as a result of any pet(s) occupying the Property (whether or not the Landlord consented to the presence of any pets);
 - 9.8.5 Any instalment of the Rent which is due but remains unpaid at the end of the Tenancy plus any interest payable on such Rent;
 - 9.8.6 Any unpaid account or charge for gas (or other such fuels), electricity, water rates, council tax (or any other property tax), telephone line rental and call charges, television licence fee and satellite and cable fees (if installed and applicable) used at the Property for which the Tenant is liable;
 - 9.8.7 Any unpaid accounts for environmental services or other similar services incurred at the Property for which the Tenant is liable;
 - 9.8.8 Any other monies due under this agreement;
 - 9.8.9 Any other breach by the Tenant of the terms of this agreement.
- 9.9 The Landlord will, within 10 working days after end of the Tenancy (howsoever determined) either:
- 9.9.1 return the Deposit to the Tenant if the Landlord does not intend to make any deduction from the Deposit; or
 - 9.9.2 notify the Tenant in writing of the deductions that the Landlord proposes (“the Landlord’s Notification”):

- 9.10 Upon receipt of the Landlord's Notification the Tenant must, within 10 working days notify the Landlord in writing that the Tenant either:
- 9.10.1 agrees to the deductions proposed in the Landlord's Notification ("the Tenant's Acceptance"); or
- 9.10.2 disputes the deductions proposed (either in whole or part) in the Landlord's Notification, setting out which proposed deductions (if any) are agreed and which are in dispute and explaining the reasons for such dispute ("the Tenant's Dispute Notification").
- 9.11 Upon receipt of the Tenant's Acceptance the Landlord will, within 10 working days, apportion and distribute the Deposit.
- 9.12 Upon receipt of the Tenant's Dispute Notification, the Landlord will within 10 working days apportion and distribute the part of the Deposit not in dispute (if any) and deal with the remaining part of the Deposit in accordance with the rules of the relevant tenancy deposit protection scheme.
- 9.13 The Landlord and the Tenant's right to take legal action through the Courts remain unaffected by the above.
- 9.14 The Landlord may negotiate with any of the individuals comprising the Tenant and any agreement entered into between the Landlord and any individual will comprise an agreement with all individuals making up the Tenant in relation to the distribution of the Deposit at the end of the Tenancy.

10 ***Early Termination of the Tenancy** (*delete as needed*)

EITHER

- 10.1 It is agreed that:
- 10.1.1 The Tenant may give two full calendar months' notice (ending on the day before a Rent Payment Day) to terminate the Tenancy at any time provided that no such notice may expire earlier than **XX** months from the commencement of the Tenancy; and

10.1.2 The Landlord may give two full calendar months' notice ending on the day before a Rent Payment Day) to terminate the Tenancy at any time after the first four months of the Tenancy provided that no such notice may expire earlier than **XX** months from the commencement of the Tenancy.

10.1.3 Where the Tenant is required under this agreement to pay Rent in advance in excess of one month, in clause 10.1 'Rent Payment Day' means the same day of the month as the Start Date, even if no Rent becomes due on that day. This means that a payment of Rent in advance does not prevent the parties from ending the agreement early under clause 10.1, and the Tenant's entitlement to a refund of pro rata Rent under clause 11 applies.

10.2 On the expiry of a notice to terminate the Tenancy under clause 10.1 the Tenancy shall end and no further obligations shall be performed under the Tenancy save that either party may pursue the other for any breach of the agreement occurring before the expiry of the notice.

OR

Not applicable

11 Rent where the Tenancy ends before the end of the term

If the Tenancy is terminated prior to the end of the Term, the Tenant shall only be responsible for paying a proportionate part of the Rent for the rental period during which the Tenancy ended. The Landlord agrees to refund a proportionate amount of any Rent paid in advance which corresponds to a period when the Tenancy has ended (however the Tenancy was terminated).

NOTE: For the avoidance of doubt, this clause does not itself give the Tenant any additional rights to end the agreement early, and the right to a refund of Rent paid in advance will not apply where the Tenant moves out of the Property if the Tenancy has not also ended.

12 End of the Term

- 12.1 The Tenant is not required to give notice to end this agreement at the end of the Term. If the Tenant moves out of the Property at the end of the Term, unless the parties have expressly agreed otherwise this agreement shall end.
- 12.2 If the Tenant remains in occupation of the Property at the end of the Term this agreement shall continue as a monthly periodic Tenancy, and the Rent shall be payable monthly in advance. The first payment of Rent shall be due on the day after the End Date, and after this on the same day each month, and Rent Payment Day shall be interpreted accordingly.

13 Severance Clause

If any term of this agreement is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

14 Jurisdiction

The Landlord and the Tenant agree that this agreement shall be exclusively governed by and interpreted in accordance with the laws of England and Wales and to submit to the exclusive jurisdiction of the English Courts.

15 Rights and Easements

The operation 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.

***Part 3 – Special Tenancy Terms and Conditions** *(free text section with 1400 character limit)*

Note to the Tenant:

If you have any concerns about any terms which your landlord wishes to add to this tenancy agreement you should seek advice from qualified legal adviser, a law centre or housing advice service, or a citizen's advice bureau before signing the agreement.

DO NOT COPY

The Landlord must provide the following documents (where applicable):

- **How to rent: the checklist for renting in England**
- **Energy Performance Certificate**
- **Gas Safety Certificate**
- **Tenancy Deposit Prescribed Information**
- **Electrical Installation Condition Report**

*Signed by the following parties:-

Each individual party to the agreement must sign below.

Signed by the Tenant (1) :

Name:

Signed by the Tenant (2) :

Name:

Signed by the Tenant (3) :

Name:

Signed by the Tenant (4) :

Name:

Signed by the Landlord:

Name:

DO NOT COPY

Annex 1 – Form of Guarantee

Guarantee Agreement GUARANTEE ON BEHALF OF ONE JOINT TENANT

*This Guarantee Agreement is made on (insert date)

BETWEEN

*(1) <<landlord name>>

*Of <<landlord address>> (**‘the Landlord’**)

and

*(2) <<guarantor name>>

*Of <<guarantor address>> (**‘the Guarantor’**)

The following definitions apply to this Guarantee Agreement:

Tenancy Details

*Tenant: *(all joint tenants)*

*Property:

*Start Date:

*End Date:

*Term:

*Rent: £XX per month

Guarantee Agreement Details:

*Name(s) of the Individual:

*Limit of Liability: £

Note: The Limit of Liability has been set at an amount equivalent to the Individual’s share of the Rent during the fixed Term (assuming that the Rent will be shared equally between the joint tenants.)

Terms of the Guarantee Agreement

- 1) The Landlord has agreed to grant a tenancy (“the Tenancy”) to the Tenant for the Property at the Rent for the Term on the terms and conditions set out in the attached tenancy agreement (‘the Tenancy Agreement’) between the Landlord and the persons comprising the tenant in that Agreement (“the Tenant”).

- 2) In return for the Landlord granting the Tenancy, the Guarantor gives this guarantee as to the payment by Individual to the Landlord of his/ her Share of Rent and the performance and observance by him/ her of the terms of the Tenancy Agreement upon the conditions in this Guarantee Agreement.
- 3) Nothing in this Guarantee Agreement removes the Individual's joint and several liability for the whole Rent and for the whole of any losses, damages, expenses and costs that the Landlord is entitled to recover.
- 4) In this Guarantee Agreement "Share of Rent" means the proportionate amount of the Rent that attributable to the Individual, calculated by dividing the Rent (for the whole Property) by the number of persons who together constitute the Tenant.
- 5) If the Tenant is in arrears of Rent and the Individual has failed to pay his/her Share of Rent for the period of one month, the Guarantor will upon receiving a written request from the Landlord pay amount of the Share of Rent that is due to the Landlord.
- 6) The Guarantor's liability under this Guarantee for unpaid Rent shall not exceed the Share of Rent.
- 7) If the Tenant's arrears have been caused by the failure of a person other than the Individual to make a payment on towards the Rent, the Guarantor shall not be liable under this Guarantee Agreement.
- 8) If the Tenant defaults in the performance or observance of any of the provisions on his part contained in the Tenancy Agreement, the Guarantor will pay to the Landlord all losses, damages, expenses and costs that they shall be entitled to recover by reason of the Tenant's default, to the extent to which the Landlord is unable to recover them from the Tenant, upon the following conditions:
 - a) If the Individual can prove that the default was caused not caused by them and that it was caused by another person, the Guarantor shall have no liability under this Guarantee; and

- b) In any event, the Guarantor liability shall be limited to a proportionate share of the losses, damages, expenses and costs that the Landlord shall be entitled to recover from the Tenant, such proportion to be calculated in the same manner as the Share of Rent above.
- 9) In any event the Guarantor's liability under this Guarantee shall not exceed the Limit of Liability set out above.

Extent of this Guarantee

- 10) If the Tenancy Agreement is assigned with the Landlord's consent or terminated by agreement or by re-entry or otherwise, all future liability on the part of the Guarantor shall cease.
- 11) The Guarantor's liability shall continue if the Guarantor is a company and the company changes ownership, alters the name of the Guarantor, or is amalgamated with any other company or organisation throughout the period that the Property is occupied by the Tenants or any licensee.
- 12) This Guarantee shall continue until the End Date of the Tenancy and shall extend to the acts and defaults of the Tenant during that period. During that period the Guarantor cannot revoke this Guarantee and it shall not be discharged by the death or bankruptcy of the Tenant.
- 13) If the Tenancy Agreement is assigned with the Landlord's consent or terminated by agreement between the Landlord and the Tenant or by re-entry or otherwise, all future liability on the part of the Guarantor shall cease.
- 14) Without prejudice to the above clauses, this Guarantee shall not be discharged by the Landlord giving the Tenant additional time in which to pay the Rent or other indulgence in respect of the Tenant's obligations under the Tenancy Agreement

Dated:

Signed by Guarantor:

Name of Guarantor: