



# ASSURED SHORTHOLD TENANCY AGREEMENT

For Tenancies starting on or after 1<sup>st</sup> June 2019

Upon applying for a property you will be made aware of which deposit scheme is used and a more personal and detailed draft tenancy will be provided.



<PropertyAddress>

## GUIDANCE NOTES FOR TENANTS

Welcome to your Assured Shorthold Tenancy Agreement this is an important document as it will govern your relationship both with the landlord of your new rental property and with the letting or managing agent for the whole of the time that you are actually in residence. As such you should read the document through carefully and raise any queries with the letting agent who gave you this agreement.

At the same time, please be aware that you have the right to seek independent advice if you wish either from your solicitor or other advice agency.

As well as the Tenancy Agreement, you may be asked to sign the check-in or inventory which will list the landlord's fixtures and fittings and the other items which the landlord provides for your use during the Tenancy. You will also be given copies of the following documents, receipt of which is acknowledged on the final page of the Agreement itself:

- How to Rent Guide produced by HM Government
- Energy Performance Certificate for your property
- A current Gas Safety Certificate for your property—if there is a gas supply
- Details of the scheme with which your Tenancy Deposit will be registered including details as to how you will recover your Tenancy Deposit on your departure
- A check-list of the key Tenancy Deposit registration information generally described as 'Prescribed Information'

If any of these documents are missing when you come to sign your Agreement, please speak with your letting agent as these documents are just as important as the Tenancy Agreement itself.

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## SUMMARY OF AGREEMENT

Landlord(s)	<=LandlordFullClientName> <=LandlordCompanyName>
Tenant(s)	<=TenantFullClientName>
Permitted occupier(s)	
Guarantor(s)	<=GuarantorName>
Premises	<=PropertyAddressSingleLineAddress>
Rent	<=Monthly> per calendar month
Rent due date	<=PayDay>
Tenancy Deposit	<=Deposit>
Commencement date	<=CurrentStartDateShort>
Expiry date	<=TenancyRenewalDateShort> and thereafter from month to month
Break Clause	Yes <input type="checkbox"/> No <input type="checkbox"/> When:

## DEFINITIONS

<b>Act of Parliament</b>	Any reference to any Act of Parliament includes a reference to amended or replacement legislation and to subordinate legislation made under such Acts of Parliament.
<b>Agent /The Landlord's Agent</b>	"Agent" or "The Landlord's Agent" means <=FranchiseStatement> <=TradingName> of <=BranchFormattedAddress> or anyone who takes over the rights and obligations of the Agent.
<b>Agreement</b>	References to "Agreement" or "the Agreement" are to this tenancy agreement.
<b>Check-In Inventory and Schedule of Condition</b>	"The Check-In Inventory and Schedule of Condition" or "Inventory" means the document which provides details of condition, fixtures and fittings which is drawn up prior to the commencement of the Tenancy by the Landlord, the Landlord's Agent or an inventory clerk.
<b>Deposit Holder</b>	The "Deposit Holder" as mentioned in the Prescribed Information pages attached to this Agreement is the person, firm, or company who holds the Deposit, and is a member of the Tenancy Deposit Scheme, DPS Scheme or MyDeposits, one of the organisations authorised to register Deposits under the Housing Act 2004.
<b>Emergency</b>	"Emergency" means where there is a risk to life or damage to the fabric of the Premises or Fixtures and Fittings contained in the Premises.
<b>Fixtures and Fittings</b>	References to the "Fixtures and Fittings" means any of the Landlord's contents, including all items contained in the Inventory and signed on behalf of the parties at the commencement of the Agreement or any items replacing them, including reference to any of the fixtures, fittings, furnishings or effects, floor, ceiling and wall coverings.
<b>Guarantor</b>	"Guarantor" is the person responsible for discharging the Tenant's obligations if the Tenant defaults whether the Landlord elects to pursue the Tenant or not.
<b>Headlease</b>	"Headlease" sets out the promises your Landlord has made to his Superior Landlord. The promises contained in this Head Lease will bind the Tenant if he has prior knowledge of those promises.
<b>Insurable Risks</b>	"Insurable Risks" means fire, storm, tempest and such other perils that are included in the Landlord's insurance policy if affected.

<b>Joint and Several</b>	<p>Where the Tenant is more than one person the Tenant’s covenants are joint and several. The expression “joint and several” means that jointly the Tenants are responsible for the payment of all rent and all liabilities falling upon the Tenants during the Tenancy or any extension of it.</p> <p>Individually each Tenant is also responsible for payment of all rent and all liabilities falling upon the Tenants as well as any breach of the Agreement.</p>
<b>Landlord</b>	The expression ‘Landlord’ shall include anyone lawfully entitled to the Premises upon the termination or expiry of the Tenancy.
<b>Notice Period</b>	"Notice Period" is the amount of notice that the Landlord must give the Tenant and vice versa.
<b>Permitted Occupier</b>	“Permitted Occupier”, if used in the Agreement, includes any person who is licensed by the Landlord to reside at the Premises and who will be bound by all the terms of this Agreement apart from the payment of rent.
<b>Premises</b>	<p>References to the “Premises” include reference to any part or parts of the Premises and the boundaries of the same together with the garden, garage and parking space (if applicable);</p> <p>but excluding; <b>[enter relevant details here]. OR delete if not applicable.</b></p>
<b>Relevant Persons</b>	“Relevant Persons” mentioned in the Prescribed Information pages attached to this Agreement means any other person or company paying the Deposit on behalf of the Tenant, e.g. a local authority, parent, or Guarantor. Relevant Persons will be given details of the scheme with which the deposit will be registered.
<b>Stakeholder</b>	Where the Deposit is held as “Stakeholder” no deductions can be made from the Deposit without consent, preferably in writing, from both parties, or from the court, or an adjudication decision from TDS.
<b>Tenancy Deposit</b>	The “Tenancy Deposit” means any single amount of money paid by the Tenant or a third party to the Landlord or to the Agent in a Stakeholder capacity under the Tenancy as security against the performance of the Tenant’s obligations under the Tenancy, the discharge of any liabilities, any damage to the Premises and/or non-payment of rent during the Tenancy.
<b>The Tenant</b>	“The Tenant” includes anyone to whom the Tenancy has been lawfully transferred, for the Term of the Agreement.
<b>The Term / the Tenancy</b>	References to “the Term” or “the Tenancy” means the initial Term and includes any extension or continuation of the Agreement or any statutory periodic tenancy which may arise following the expiry or determination of the period of the Term specified in clause 2.
<b>TDS</b>	“TDS” means the Tenancy Deposit Scheme operated by The Dispute Service Ltd/DPS/Mydeposits as detailed in the Prescribed Information attached to this Agreement.
<b>Water charges</b>	References in this Agreement to “water charges” include references to sewerage and environmental service charges.

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**Working Day**

“Working Day” means any day excluding Saturday, Sunday or a Bank Holiday.

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The masculine gender includes the feminine gender and any reference to the singular includes a reference to the plural and vice versa.

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The Landlord and the Tenant agree that the laws of England and Wales shall apply to this Agreement;

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The headings used in this Agreement do not form part of the terms and conditions or obligations for either the Landlord or the Tenant and are for reference purposes only.

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## ASSURED SHORTHOLD TENANCY AGREEMENT

This agreement is made on the 00 day of month year

### Between:

<=LandlordFullClientName> <=LandlordCompanyName>

<=LandlordSingleLineAddress>

“The Landlord”; and

<=TenantFullClientName>

<=TenantAddressSingleLineAddress>

“The Tenant”; and

### IT IS AGREED AS FOLLOWS:

- 1 The Landlord lets to the Tenant the residential premises known as: <PropertySingleLineAddress> (“the Premises”)
- 2 The tenancy shall be from and including the day of <=CurrentStartDateShort> (“the Commencement Date”) to <=TenancyRenewalDateShort> and including the day of and thereafter from month to month and until terminated by either party serving a notice on the other in accordance with this Agreement (“the Expiration Date”), “the Term”.
- 3 The Tenant shall pay to the Landlord or the Landlord’s Agent by way of rent the amount of <=Monthly> per calendar month by Bank Standing Order to: XXXXXXX. Exclusive of Council Tax and exclusive of water charges \*delete if not applicable. Payable in advance on the <=PayDay> of each month during the Term, the first such payment to be made on the signing of this Agreement for the period from the Commencement Date until the next rent payment date.
- 4 This Agreement is intended to create an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988 as amended and shall take effect subject to the provisions for recovery of possession provided for by virtue of Section 21 of that Act.
- 5 Where the Tenancy shall include the Landlord’s fixtures and fittings (“the Fixtures and Fittings”) in the Premises this includes, amongst other things, all matters specified in the Inventory and Schedule of Condition (“the Check-In Inventory and Schedule of Condition”).

## 6 Deposit

- 6.1 The sum of <=Deposit> shall be paid by [enter name and address of deposit payer] "The Relevant Person" to the Landlord/Agent upon the signing of this Agreement by way of a security deposit ("the Tenancy Deposit").
- 6.2 Upon the Tenant vacating the Premises and after deduction of all agreed or authorised deductions, the balance of the Tenancy Deposit shall be refunded to the person or persons outlined at clause 6.1 above.
- 6.2.1 The Tenancy Deposit will be held by the Agent/Landlord as Stakeholder/by the Scheme.
- 6.3 The Landlord's Agent will register the Tenancy Deposit within thirty days of the commencement of the Tenancy or receipt of the Tenancy Deposit, whichever is earlier, and give to the Tenant and to any Relevant Person a copy of the Prescribed Information together with details of the scheme applicable to the registration of the Tenancy Deposit.
- 6.4 Any interest earned on the holding of the Tenancy Deposit will belong to the Agent/relevant Scheme.
- 6.5 The Tenancy Deposit has been taken for the following purposes:
- 6.5.1 Any fees or other monies that the Agent is entitled to recover from the Tenant. See Tenant Lettings Price List.
- 6.5.2 Any rent or other money due or payable by the Tenant under the Tenancy of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy. This will include a fee which any Agent is entitled to recover from the Tenant.
- 6.5.3 Any damage, or compensation for damage, to the Premises, its fixtures and fittings, or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each, and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlord.
- 6.5.4 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Agreement, including those relating to the cleaning of the Premises and its fixtures and fittings, and contents.
- 6.5.5 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.

**Note: Adjudicators will consider claims against the Tenancy Deposit in the order set out in the Tenancy Agreement.**

### 6.6 Protection of the Tenancy Deposit

*NAME AND ADDRESS OF  
DEPOSIT SCHEME AND  
CONTACT DETAILS*

**6.7** At the end of the tenancy

- 6.7.1 The Landlord/Agent must tell the Tenant within 10 working days of the end of the Tenancy if they propose to make any deductions from the Tenancy Deposit.
- 6.7.2 If there is no dispute the Landlord/Agent will keep or repay the Tenancy Deposit, according to the agreed deductions and the conditions of the Agreement. Payment of the Tenancy Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Tenancy Deposit.
- 6.7.3 In the event of multiple tenants comprising the Tenant, each of them agrees with the other(s) that any one of them may consent on behalf of all the others to use alternative dispute resolution through the Scheme to deal with any dispute about the Tenancy Deposit at the end of the Tenancy.
- 6.7.4 If, after 10 working days following notification of a dispute to the Landlord/Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Tenancy Deposit the dispute will (subject to 6.7.5 below) be submitted to the Scheme for adjudication. All parties agree to co-operate with the adjudication process.
- 6.7.5 The rights of the Landlord, the Agent and of the Tenant to take legal action through the County Court remain unaffected by clause 6.7.4 above.

**6.8** If there is a change of Landlord during the tenancy, the Tenant shall consent to the transfer of the amount of the Tenancy Deposit (or the balance of it) to the purchaser or transferee of the Premises at which point the Landlord shall be released from any further claim or liability in respect of the Tenancy Deposit or any part of it, recognising that the Tenancy Deposit is protected and will continue to be protected by a Scheme.

**6.9** The Landlord shall not be obliged to refund the Tenancy Deposit or any part of the Tenancy Deposit on any change in the person or persons who for the time being comprise "the Tenant".

**6.10** Where more than one person is comprised for the time being in the expression "the Tenant" the Tenancy Deposit may be repaid to any one Tenant and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid.

**6.11** Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the Premises within 14 days after the expiry or sooner termination of the Tenancy created by this Agreement shall be deemed to have been abandoned, provided that the Landlord shall have used his reasonable endeavours to give written notice of the same to the Tenant. In such circumstances the Landlord shall be entitled to dispose of such abandoned goods or personal effects as he shall see fit. The Tenant shall in any event indemnify the Landlord for any costs incurred by the Landlord in connection with the removal, storage or sale of such items.

- 6.11.1 The Tenant shall pay by way of damages to the Landlord any additional expenses which the Landlord shall have reasonably incurred in checking the Inventory and Schedule of Condition if the same could not reasonably be finalised until any goods or personal effects belonging to the Tenant have been removed from the Premises.

## 7 Tenant Obligations

The tenant agrees with the landlord as follows:

### 7.1 Rent

- 7.1.1 To pay the rent according to the terms of this Agreement whether formally demanded or not in accordance with clause 3.
- 7.1.2 Tenant shall pay to the Landlord interest at the rate of 3% per annum above the Bank of England base rate from time to time on any rent or other money payable under this agreement remaining unpaid for more than 14 days after the day on which it became due.

### 7.2 Conditions of Premises, Repair and Cleaning

- 7.2.1 To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises).
- 7.2.2 To use the Premises in a tenant-like manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Premises with vacant possession and the Fixtures and Fittings at the determination of the Term in the same condition and order as at the commencement of the Term and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord or his Agent
- 7.2.3 To make good, or compensate for, all damages, breakages, and losses to the Premises and its contents that may occur during the Term caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises (with the exception of fair wear and tear).
- 7.2.4 To keep all electric lights in good working order and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary.
- 7.2.5 To replace all broken glass in the Premises promptly with the same quality glass, where the Tenant or any person who is residing or sleeping in or visiting the Premises causes the breakage.
- 7.2.6 To notify the Landlord or his Agent promptly, and preferably in writing, as soon as any repairs and other matters falling within the Landlord's obligations to repair the Premises or the Fixtures and Fittings come to the notice of the Tenant.
- 7.2.7 Upon the Landlord or his Agent giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement, to carry out the same within a reasonable time; or authorise the Landlord or Agent to have the work carried out at the Tenant's expense
- 7.2.8 To take reasonable precautions to keep all gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts free of obstruction.
- 7.2.9 To clear or pay for the clearance of any blockage or over-flow caused by negligence of or misuse by the Tenant his visitors or family in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Property;

- 7.2.10 To take reasonable precautions to prevent infestation and to pay for the eradication of infestation caused by the negligence, action or lack of action of the Tenant.
- 7.2.11 To keep the windows of the Premises clean.
- 7.2.12 To wash and clean all items that may have become soiled during the Term.
- 7.2.13 To have all chimneys and flues (if any) thoroughly swept and cleaned as often as necessary and within one month prior to the termination of the tenancy.
- 7.2.14 To take all appropriate precautions to ensure adequate ventilation to the Premises.
- 7.2.15 (If applicable) to pay for the emptying of the septic tank or cess pit throughout the Tenancy and at the end of the Tenancy provided it has been emptied prior to the start of the Tenancy and proof has been provided by a copy of an invoice from the service provider.
- 7.2.16 (If applicable) to pay to have the oil tanks filled throughout the Tenancy and at the end of the Tenancy provided they were all filled prior to the start of the Tenancy and proof has been provided by a copy of an invoice from the service provider.
- 7.2.17 (If applicable) to leave the oil tank filled to the same level at the end of the Tenancy as at the commencement.
- 7.2.18 (If applicable) to pay to have the oil system and boiler bled if the Tenant allows the oil supply to run out.
- 7.2.19 To clean and disinfect any and all showerheads in the Premises every six months.
- 7.2.20 To ensure that the water softener, if applicable, is operational throughout the Tenancy and to provide and fill the water softener with salt as and when necessary as specified in the written instructions.

### **7.3 Access and Inspection**

- 7.3.1 To permit the Landlord, or any superior Landlord, or the Landlord's Agent or contractors or those authorised by the Landlord, upon giving at least 24 hours Notice Period in writing (except in an Emergency) to enter the Premises at all reasonable times for the purpose of safety checks, meter readings, inspection and repair, to include inspection and repair to any adjoining or neighbouring Premises; and to comply with statute.
- 7.3.2 To permit the Premises to be viewed during the last two months of the Term at all reasonable times upon previous appointment, having been given at least 24 hours Notice Period in writing, during normal Working Days made by any person who is or is acting on behalf of a prospective purchaser or tenant of the Premises who is authorised by the Landlord or the Landlord's Agent to view the Premises and to erect "For Sale" or "To Let" boards at their discretion.
- 7.3.3 To indemnify the Landlord for any loss incurred by the Landlord as a result of the Tenant failing to keep a previously agreed appointment with any third party at the Premises.

### **7.4 Insurance**

- 7.4.1 Not to do anything which might cause the Landlord's policy of insurance on the Premises or on the Fixtures and Fittings, [a summary of the relevant insurance requirements being provided with this Agreement], to become void or voidable or causes the rate of premium on any such policy to be increased. The Tenant will indemnify the Landlord for any sums from time to time paid by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the Premises are his and are not covered by any insurance policy maintained by the Landlord.

7.4.2 The Tenant will promptly, in writing, notify the Landlord or the Landlord's Agent of any defect to the Premises, or Fixture and Fittings for example in the event of loss or damage by fire, theft or other causes (whether or not caused by the act, default or neglect of the Tenant) of which he becomes aware.

7.4.3 The Tenant is strongly advised to take out insurance with a reputable insurer for the Tenant's possessions. The Tenant is warned that such possessions will not be covered by any insurance effected by the Landlord.

## **7.5 Assignment**

7.5.1 Not to assign, underlet (or) part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises without the Landlord's written consent, such consent not to be unreasonably withheld. Not to take in lodgers or paying guests without the Landlord's written consent, such consent not to be unreasonably withheld. Where such consent is given the Tenant will pay to the Agent a fee to amend this agreement in accordance with the Agent's published scale of fees.

## **7.6 Illegal, Immoral Usage**

7.6.1 Not to use the Premises for any illegal, immoral or improper use.

7.6.2 Not to use or consume in or about the Premises during the continuance of this tenancy any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may from this time on be prohibited or restricted by statute.

## **7.7 Inflammable Substances and Equipment**

7.7.1 Not to keep any dangerous or inflammable goods, materials, or substances in or on the Premises apart from those required for general household use.

## **7.8 Nuisance and Noise**

7.8.1 Not to use the Premises or allow others to use the Premises in a way which causes a nuisance, annoyance, or damage to neighbouring, adjoining or adjacent Premises, or to the owners or occupiers of them. This includes any nuisance caused by noise.

## **7.9 Utilities**

7.9.1 Not to tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the Premises.

7.9.2 To pay all charges in respect of gas, water and electricity consumed on the Premises or for the supply of internet services and all charges in respect of any telephone installed on the Premises and the television licence fee. Charges falling due partly during and partly before or after the Tenancy will be apportioned.

7.9.3 To notify each supplier of gas, electricity, water, telephone and internet services, as well as the local authority immediately that the Tenancy has commenced by completing an application for a supply to the Premises in the name of the Tenant and not in the name of the Landlord.

7.9.4 The Tenant shall not have a key meter installed at the Premises or any other meter which is operational by the insertion of coins or a pre-paid card or key without the Landlord's prior written consent, such consent not to be unreasonably withheld. If the Tenant changes the supplier of the utilities then he must provide the name and address of the new supplier to the Landlord or his Agent immediately and ensure that the account is returned to the original supplier at the termination of the Tenancy. To indemnify the Landlord for any costs reasonably incurred by the Landlord in reinstating the facilities for the supply of utilities commensurate with the facilities that exist as at today's date.

- 7.95 In the event of any supply of water, gas, electricity, telephone or internet services to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant, then the Tenant shall indemnify the Landlord for any costs associated with reconnecting or resuming those services.
- 7.96 Not to change any utility supplier without the written consent of the Landlord or the Agent; and provide the name, address and account number of the new supplier upon transfer.
- 7.97 Not to change the telephone number at the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, or to procure the transfer of the telephone number to any other address.

#### **7.10 Animals and Pets**

- 7.10.1 Not to keep any domestic animals or birds in the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, delayed, or withdrawn. At the end of the tenancy, the Tenant agrees to have the Premises cleaned to a standard commensurate with the condition of the property at the commencement of the tenancy.
- 7.10.2 Where such consent is given the Tenant will pay to the Agent a fee to amend this agreement in accordance with the Agent's published scale of fees.

#### **7.11 Usage**

- 7.11.1 To use the Premises for the purpose of a private residence only in the occupation of the Tenant and not for business purposes.
- 7.11.2 The Premises are let on the condition that they are occupied by no more than 4 occupiers including children unless those occupiers form a single family group. If you wish to have more than 4 occupiers from more than one family group within the Premises you must gain the Landlord's written consent. If there are more than 4 occupiers not in a single family group residing in the Premises without the Landlord's consent then the Landlord will seek a Court Order for possession of the Premises as he may be in breach of his statutory obligations.

#### **7.12 Locks**

- 7.12.1 Not to install or change any locks in the Premises and not to procure the cutting of additional keys for the locks previously installed without the Landlord's prior written consent, such consent not to be unreasonably withheld.
- 7.12.2 If, in breach of this Agreement, any additional keys are made the Tenant shall provide these to the Landlord together with all remaining original keys at the expiration or sooner termination of the Tenancy and in the event that any keys or security devices have been lost, pay to the Agent such charges as set out in the Agents published scale of fees.
- 7.12.3 If any lock is installed or changed in the Premises without the Landlord's prior written consent, then to remove that lock if required by the Landlord and to make good any resulting damage.
- 7.12.4 Where due to any act or default by the Tenant it is reasonable for the Landlord to replace or change the locks in the Premises, the Tenant shall indemnify the Landlord or his Agent for any reasonable costs that maybe incurred.

#### **7.13 Fixtures and Fittings**

- 7.13.1 Not to remove any of the Fixtures and Fittings from the Premises to store the same in the loft, basement or garage (if any) without obtaining the Landlord's prior written consent, such consent not to be unreasonably withheld, and then to ensure that any such items are stored safely and upon vacating the Premises, to leave the same in the places in which they were on the Commencement Date.
- 7.13.2 Not to remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part of them or any substitute Fixtures and Fittings from the Premises and not to bring onto the Premises the Tenant's own equipment or

effects without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

#### **7.14 Alterations and Redecoration**

- 7.14.1 Not to decorate or to make any alterations in or additions to the Premises and not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without the Landlord's prior written consent, such consent not to be unreasonably withheld. Where such consent is given the Tenant will pay to the Agent a fee to amend this agreement in accordance with the Agent's published scale of fees.
- 7.14.2 Not to permit any waste, spoil or destruction to the Premises.

#### **7.15 Empty Premises**

- 7.15.1 Before leaving the Premises vacant for any continuous period of 28 days or more during the Term, to provide the Landlord or the Landlord's Agent with reasonable notice and to take reasonable precautions to prevent freezing.
- 7.15.2 To ensure that at all times when the Premises are vacant, all external doors and windows are properly locked or are otherwise properly secured and that any alarm is activated and that any control number is not changed without the consent of the Landlord, such consent not to be unreasonably withheld.
- 7.15.3 If the Premises are vacant for a period of over two weeks, the Tenants should allow the water to run from all outlets in the Premises for one minute before consuming or otherwise using the water.

#### **7.16 Drains**

- 7.16.1 Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services serving the Premises.
- 7.16.2 Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.
- 7.16.3 To clear any stoppages or blockages when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes and ventilation ducts which serve the Premises, if they are caused as a result of the Tenant's negligence and/or misuse.

#### **7.17 Affixation of Items**

- 7.17.1 Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlord's written consent, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage.
- 7.17.2 Not to affix any items to the walls of the Premises either internally or externally using glue, nails, picture hooks or sticky tape without the Landlord's prior written consent, such consent not to be unreasonably withheld.

#### **7.18 Washing**

- 7.18.1 Not to hang any washing, clothes or other articles outside the Premises or otherwise than in such place as the Landlord may designate or permit and not to hang or place wet or damp articles of washing upon any item or room heater inside the Premises.

#### **7.19 Costs and Charges**

- 7.19.1 To pay any costs incurred by the Landlord or the Agent in transferring any utility account back to the original supplier at the end of the Tenancy;
- 7.19.2 To pay to the Landlord all costs incurred in the re-connection of any service (including any arrears of payment) following disconnection of any service whether caused by the Tenant's failure to comply with the obligations of the Tenancy Agreement;
- 7.19.3 To pay all outstanding accounts with utility service providers and the council tax during and at the end of the Tenancy.

- 7.194 To protect the Landlord from loss arising from any claim as a consequence of any breach by the Tenant of any covenant contained in this Agreement.
- 7.195 To indemnify the Landlord in respect of any legal costs and expenses (including VAT) properly incurred in enforcing this Agreement or any part thereof and which arises from a breach of its terms by the Tenant.
- 7.196 To indemnify the Landlord for any loss incurred by the Landlord or his Agent resulting from the dishonouring of any cheque issued by the Tenant or by a third party on the Tenant's behalf or for any loss arising from the cancellation or non completion of a standing order payment by the Tenant or the Tenant's bankers.

## **7.20 Refuse**

- 7.20.1 To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin.

## **7.21 Smoking**

- 7.21.1 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises, without the Landlord's prior written consent which shall not be unreasonably withheld.

## **7.22 Garden**

- 7.22.1 To keep the garden in the same character, weed free and in good order and to cut the grass at reasonable intervals during the growing season.
- 7.22.2 To keep the window boxes borders, paths, and patios, if any, in good order and weeded.
- 7.22.3 To allow any person authorised by the Landlord or his Agent if applicable access to the Premises for the purpose of attending to the garden upon 24 hours Notice Period in writing.
- 7.22.4 Not to lop, prune, remove or destroy any existing plants, trees or shrubs, unless it is required to keep the garden in good order without the consent of the Landlord or the Agent which will not be unreasonably withheld.

## **7.23 Car Parking**

- 7.23.1 To park private vehicle(s) only at the Premises.
- 7.23.2 To park in the space allocated to the Premises, if the Tenant is allocated a car parking space.
- 7.23.3 To park in the garage or the driveway to the Premises if applicable.
- 7.23.4 To keep any garage, driveway, or parking space free of oil and to pay for the removal and cleaning of any spillage caused by a vehicle of the Tenant, his family, contractors or visitors.
- 7.23.5 To remove all vehicles belonging to the Tenant, his family or visitors at the end of the Tenancy.
- 7.23.6 Not to park any vehicle at the Premises that is not in road worthy condition and fully taxed.

## **7.24 Inventory and Check-out**

- 7.24.1 To return a signed copy of the Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy if applicable within seven days of the commencement date of the Tenancy with any written amendments or notes.
- 7.24.2 The Tenant shall indemnify the Landlord for any loss arising from the failure of the Tenant to keep a mutually agreed appointment to complete the check out procedures at the termination or sooner ending of the tenancy which, for the avoidance of doubt, shall include indemnifying the Landlord for any costs incurred in arranging a second check-out appointment. If neither the Tenant nor his Agent shall keep the second appointment any assessment made by the Landlord or the Landlord's Agent shall be

final and binding on the Tenant. Should the Landlord or his Agent fail to attend such appointment the Tenant's reasonable costs incurred in attending the Premises will be met by the Landlord.

- 7.24.3 To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Premises.

## **7.25 Notices**

- 7.25.1 To promptly forward to the Landlord or his Agent all correspondence including any notice of a legal nature delivered to the Premises touching or affecting the Premises, its boundaries or neighbouring properties.

## **7.26 Headlease**

- 7.26.1 If applicable to observe all of the non-financial covenants on the part of the Landlord (as lessee under the Headlease) as set out in the Headlease of the Premises a copy of which has been provided to the Tenant prior to the date of this tenancy.

## **7.27 Smoke Alarms and Carbon Monoxide detectors**

- 7.27.1 To keep all smoke alarms and Carbon Monoxide detectors in good working order and in particular to replace all batteries as and when necessary and to check the alarms monthly to ensure that they work. To inform the Landlord promptly if the smoke alarms and Carbon Monoxide detectors require maintenance or repair.
- 7.27.2 The Tenant shall not burn any solid fuel in the Premises without the prior, written consent of the Landlord, such consent not to be unreasonably withheld.

## **7.28 Burglar Alarms**

- 7.28.1 To set the burglar alarm at the Premises (if any) when the Premises are vacant and at night.
- 7.28.2 To notify the Landlord or the Agent of any new burglar alarm code immediately and to confirm that notification in writing.
- 7.28.3 To indemnify the Landlord for any costs that maybe incurred by the Landlord arising from the misuse of the burglar alarm by the Tenant, his family or visitors.

## **7.29 Immigration Act**

- 7.29.1 To agree that all persons named as the Tenant or who resides at the Premises as an occupier whether named in the Tenancy Agreement or not must provide a valid passport and visa or work permit to the Landlord or his Agent prior to taking occupation of the Premises, either before or during the Tenancy. To avoid doubt if any person forming the Tenant or the occupier fails to comply, the Landlord may take any necessary legal action to have the person evicted from the Premises.
- 7.29.2 If any person forming the Tenant or any occupier changes during the Tenancy all persons forming the Tenant agree to seek written consent from the Landlord or his Agent prior to any additional or new person taking occupation of the Premises and to ensure that any new or additional persons forming the Tenant, the occupier or wishing to reside in the Premises complies with the legal requirements of Right to Rent prior to taking occupation by meeting the Landlord or his Agent personally to provide a valid passport and a valid visa to work or study in the UK; to be checked and copied.
- 7.29.3 If the Tenant has a time limited Right to Rent in the United Kingdom as defined by the Immigration Act 2014, the Tenant shall, upon receipt of any communication touching or concerning their residency status in the United Kingdom from a relevant government department or body, advise the Landlord or his Agent of such and shall provide to them upon request copies of any such written communication.

## 8 Landlords Obligations

The landlord agrees with the tenant as follows:

### 8.1 Quiet Enjoyment

- 8.1.1 That the Tenant paying the rent and performing and observing the obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

### 8.2 Insurance

- 8.2.1 To insure the Premises and the Fixtures and Fittings specified in the Check-In Inventory and Schedule of Condition to their full value with a reputable insurance company normally covered by a householder's comprehensive policy.

### 8.3 Interest and Consents

- 8.3.1 That he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable him to enter this Agreement (whether from superior landlords, mortgagees, insurers or others) have been obtained.

### 8.4 Repair

- 8.4.1 To keep in repair and proper working order all mechanical and electrical items including all washing machines, dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the Check-In Inventory provided that this Agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his duty to use the Premises and the equipment and effects in a tenant-like manner.

### 8.5 Safety Regulations

- 8.5.1 The furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993.
- 8.5.2 The gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be given to the Tenant when signing this agreement.
- 8.5.3 The electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994.
- 8.5.4 The Premises are compliant with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 at the start of the Tenancy.

### 8.6 Legionella

- 8.6.1 The Landlord is responsible for ensuring that the Premises are compliant with Health and Safety Executive form ACOP L8 'The Control of Legionella Bacteria in Water Systems' at the start of, and throughout, the Tenancy. This is done via the Landlord properly undertaking a Legionella risk assessment and, if necessary, making any required changes to the water system of the Premises.

## 9 Mutual Obligations

It is mutually agreed as follows:

- 9.1 Any agreement or obligation on the part of the Tenant (howsoever expressed) to do or not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow the same act on the part of any other person(s).

### 9.2 Rent Review

- 9.2.1 It is agreed that the rent as defined in this Agreement will be reviewed in an upwards only fashion on the anniversary of this tenancy and upon each subsequent anniversary in line with the Retail Price Index (RPI) increases for the previous 12 months and subject to a minimum of 3% and a maximum of 7.5%.

### **9.3 Repair**

- 9.3.1 Sections 11–16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to this Agreement. These require the Landlord to keep in repair the structure and exterior of the Premises (including drains, gutters, and pipes) and keep in repair and proper working order the installations in the Premises for the supply of water, gas, electricity, sanitation, and for space and water heating. The Landlord will not accept responsibility for charges incurred by the Tenant that might otherwise be the Landlord's responsibility, except in the case of an emergency.
- 9.3.2 The Landlord shall take all reasonable steps to ensure that the Premises shall comply with the Homes (Fitness for Human Habitation) Act 2018.

### **9.4 Reimbursement**

- 9.4.1 Where the Landlord is entitled to do anything at the cost or expense of the Tenant and thereby incurs a loss, then the Tenant shall pay by way of damages the loss so suffered by the Landlord promptly and when requested so to do failing which the Landlord may treat his loss as a deductible sum from the Tenancy Deposit in accordance with clause 6.5 hereof at the end of the Tenancy.
- 9.4.2 Should the Tenant wish to leave their contract early, the Landlord is entitled by way of damages, that the Tenant shall pay the costs of re-letting the Premises as well as all rent due under the Tenancy, until the start date of the new Tenancy. These costs will be no more than the maximum amount of rent outstanding under the Agreement.

### **9.5 Data Protection and Confidentiality**

- 9.5.1 The Tenant's personal data, which will be processed in the execution of this Agreement will be handled in accordance with the General Data Protection Regulation (EU) 2016/679. Further details regarding this processing activity is set out in the associated Privacy Notice, which can be found at: <https://www.hunters.com/privacy-policy>

### **9.6 Council Tax**

- 9.6.1 The Tenant shall pay the Council Tax in respect of the Premises provided always that in the event of the Landlord paying such tax, whether under a legal obligation or otherwise, the Tenant shall repay the same to the Landlord upon demand or a fair and reasonable proportion of it.

### **9.7 Energy Performance Certificates**

- 9.7.1 To confirm that the Tenant has been provided with a Certificate which satisfies the requirements of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 prior to the signing of this Agreement.

### **9.8 Forfeiture**

- 9.8.1 If at any time the rent or any part of the rent shall remain unpaid for 14 days after becoming payable (whether formally or legally demanded or not); or if any agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a Voluntary Arrangement with his Creditors; or if any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 apply, being Grounds 2, 7A, 8, 10, 11, 12, 13, 14, 15 or 17; then the Landlord may re-enter upon the Premises provided he has complied with his statutory obligations and has obtained a court order and at that time the tenancy shall end, but the Landlord retains the right to take action against the Tenant in respect of any breach of the Tenant's agreements and obligations contained in the Tenancy.

### **9.9 Interruptions to the Tenancy**

- 9.9.1 If the Premises are destroyed or made uninhabitable by fire or any other insured risk, Rent will cease to be payable until the Premises are reinstated; unless insurance monies are not recoverable because of any act or omission by the Tenant, his family, friends or visitors; or the insurer pays the costs of re-housing the Tenant.

- 9.9.2 If the Premise are not made habitable within one month, either party to this Agreement may terminate this Agreement by giving immediate written notice to the other party.

## **9.10 Notices**

- 9.10.1 The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord/Agent is **XXXXXX** [Landlord or Landlord's Agent's address in England or Wales].
- 9.10.2 The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any notices, or documents relating to the deposit protection scheme used in this Agreement, or any other documents related to this Agreement served on the Tenant shall be sufficiently served if sent by ordinary first class post to the Tenant at the Premises or the last known address of the Tenant or left addressed to the Tenant at the Premises. This clause shall apply to any notices or documents authorised or required to be served under this Agreement or under any Act of Parliament relating to the Tenancy.
- 9.10.3 Service shall be deemed valid if sent by email to the following email address provided by the Tenant at the start of the tenancy and which the Tenant has confirmed as being their own:
- The Tenant may also serve notice by email to the following email address which the Agent/Landlord has confirmed as being their own: XXXXXX.
- Both the Tenant and the Agent/Landlord confirm that there are no limitations to the recipient's agreement to accept service by such means as set out in Clause 4.2 of Practice Direction 6A of the Civil Procedure Rules.
- If the email is sent on a business day before 16:30 then it shall be deemed served that day; or in any other case, the next business day after the day it was sent.
- 9.10.4 At the end of the initial fixed term as specified in clause 2 hereof, the Term shall continue on a month by month basis until either party shall serve on the other a written notice to bring the same to an end. Such notice shall, when served by the Landlord, should expire not less that two months after the same shall have been served on the Tenant. In the case of a notice served by the Tenant, such notice should expire no less than one month after service of the same on the Landlord

## **9.11 Jurisdiction**

- 9.11.1 This Agreement will be subject to the jurisdiction of the Court in England and Wales.

## **9.12 Documentation**

- 9.12.1 The Tenant acknowledges receipt of the documents listed in the Guidance Notes for Tenants attached to this Agreement.



**CONTRACTUAL GUARANTEE BY GUARANTOR** \* Delete out if not applicable to this Agreement

- A. In consideration of the Landlord <=LandlordFullClientName> agreeing at the request of <=GuarantorName> (“the Guarantor”) of <=GuarantorSingleLineAddress> to accept <=TenantFullClientName> as the Tenant of the Premises known as «PropertyAddressSingleLineAddress». The Guarantor agrees to fully cover and compensate the Landlord for any loss, damage, costs or other expenses arising either directly or indirectly out of any breach of the Tenancy Agreement including any extension or continuation of the Tenancy whether fixed term or periodic, and including any rental increase agreed between the Landlord and the Tenant provided the Guarantor is notified of the increase by the Landlord or any person acting on his behalf.
- B. This guarantee is irrevocable and shall continue beyond the Guarantor’s death or bankruptcy throughout the period that the Premises are occupied by the Tenant or any licensee and is not limited to the Term specified in the Agreement.
- C. If the Tenant defaults during the initial Term or any extension, renewal or continuation of this Agreement or the Tenant is declared bankrupt and the Tenant's Trustee in Bankruptcy elects to disclaim the Agreement then on written demand the Guarantor will cover and compensate the Landlord against all losses, claims, liabilities, costs and expenses arising out of or in connection with that default or disclaimer or incurred by the Landlord in connection with the default or disclaimer.
- D. The Guarantor's liability under this guarantee will be Joint and Several with the Tenant which means that each will be responsible for complying with the Tenant’s obligations under the Agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against the Tenant, the Guarantor, or both of them under this Guarantee. These obligations will not be cleared or affected by any act, neglect, leniency, or giving of time by the Landlord endeavouring to obtain payment or in the enforcement of the Tenant's covenants.
- E. 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.
- F. If the Tenant surrenders any part of the Premises the Guarantor's liability will continue in respect of the part not surrendered. Any liability accumulated at the date of Surrender will continue unaffected.
- G. To pay any reasonable costs of the Landlord in enforcing this Guarantee Agreement and the Terms of the Tenancy Agreement.

**SIGNED BY THE GUARANTOR**

..... Date: /a1  
(Guarantor)

..... Date: /a1  
(Witness)

**Witness** (Full name and address)


Initials; Tenant & Guarantor; \_\_\_\_\_ Agent; \_\_\_\_\_