

# **AGREEMENT**

Between

**Landlord's Name**

And

**Tenant's names**

And

**Guarantor's Name (Fill in or delete if not applicable)**

Relating To

**Property Address**

Dated

**Date**

Period of Agreement:

### Important Notes for Tenants

- \* **This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.**
- \* **Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually. Where the tenancy is subject to deposit protection then joint tenants may have to nominate a lead tenant to act on their behalf with the Landlord or Tenancy Deposit Scheme provider or their alternative dispute resolution service provider.**
- \* **If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.**

### General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
3. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
4. Section 11, Landlord and Tenant Act 1985 – these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. This agreement has been drawn up after consideration of the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements.

### More Information

For more information on using this tenancy agreement please refer to the 'Letting Information Point' on The Letting Centre website. Website address: [www.letlink.co.uk](http://www.letlink.co.uk)

# TENANCY AGREEMENT

**THIS AGREEMENT** is made the \*\*\*\*\*

**Between**

\*\*\*\*\*

Hereinafter called ("the Landlord")

And

\* \* \* \* \*

Hereinafter called ("the Tenant")

And

**(Insert if required, or if not delete paragraph)**

Hereinafter called ("the Guarantor").

## IT IS AGREED AS FOLLOWS:-

1. The Landlord lets and the Tenant takes ALL THAT property situate and known as \*\*\*\*\*

Hereinafter called ("the Premises")

together with the use of the entrance hall and lift (if any) stairs and passageway and the furniture and household effects ("the Furniture and Effects") now in the Premises and which are specified in the inventory agreed by the parties hereto or their agents on or before possession being taken by the Tenant for the term certain of **six months** commencing at midday on the \*\*\*\*\* at a rent of £\*\*\*\*\* (**\*\*\*\*\* pounds**) payable **Monthly** in advance without any deduction or set off whatsoever allowable by Monthly standing order or by whole of Six months rent the first payment to be made on the \*\*\*\*\* SUBJECT to any increase in the rent to which the Landlord may therefore be entitled pursuant to S 6 and/or S 13 of the Housing Act 1988(amended).

2. The Landlord lets and the Tenant takes the Premises for the term and rent as set out above. If the Tenant should vacate the property before the expiration of the initial lease then the tenant shall be liable for rent payments up to the date upon which the Premises is re-let or to the expiration of notice hereinafter provided for whichever is the sooner. In this event the tenant should vacate the Premises seven days prior to the date upon which the Premises is re-let.
3. This letting may be brought to an end by either party at any time after the expiration of the initial term certain (the termination date) by the Landlord giving the Tenant two months notice in writing or electronically or the Tenant giving the Landlord one months notice in writing or electronically providing that if the Tenant proposes to end the tenancy at the term certain they shall give one months notice in writing of their intention. Upon expiry of the initial fixed term of this tenancy agreement, it is agreed that the tenancy shall continue as a monthly statutory periodic tenancy and the same terms and conditions of this Agreement shall apply.
4. The rent shown in Clause 1 is for single occupancy unless the name shown as ("the Tenant) where before written is more than one should the Landlord permit a second Tenant to take up occupation of the Premises as herein provided a new rent will be set and a new joint Tenant will be bound by this Agreement and their responsibilities and obligations to the Landlord will be joint and several.

## 5. THE TENANT HEREBY AGREES WITH THE LANDLORD AS FOLLOWS:-

(1) To Pay:-

- (a) The reserved rent at the times and in the manner aforesaid and to pay penalties for late payments at a rate of 5% per month calculated from the date due to the date actually received by the Landlord or his duly authorised agent.
- (b) An administration fee of thirty five pounds (£35.00) + VAT for each time a late reminder letter is sent due to late rent payments
- (c) An administration fee of thirty five pounds (£35.00) + VAT for each time a cheque or standing

- order is dishonoured and returned by a Bank for whatever reason.
- (d) An administration fee of thirty five pounds (£35.00) + VAT for each time a payment is received after the due date.
  - (e) An administration fee of thirty five pounds (£35.00) + VAT for each time access cannot be gained for a routine inspection.
  - (f) An administration fee of thirty five pounds (£35.00) + VAT for each time a re-inspection is required following an unsatisfactory routine inspection.
  - (g) All existing and future rates taxes assessments council taxes and other outgoings now or at any time during the tenancy payable in respect of the Premises or any part thereof or by the owner or occupier thereof.
  - (h) All water gas electricity and telephone charges and rentals (if any) (including standing and consumption charges and any deposits or connection or termination charges) which should be consumed on or supplied to the premises during the tenancy or a proper proportion thereof in the event that any such charges are attributable in part to periods before or after the tenancy.
  - (i) All television licence charges required by law are the responsibility of the Tenant and any action against the Landlord that shall arise from the failure of the Tenant to obtain and keep such a licence will render the Tenant liable for all costs incurred by the Landlord
  - (j) All expenses (including solicitors costs and surveyors fees) incurred by the Landlord incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding that forfeiture may be avoided otherwise than by relief granted by the court. All expenses incurred by the Landlord pursuant to any dishonoured cheque being tendered by the Tenant or any replacement keys which are provided in the event the Tenant loses the existing ones
  - (k) **A deposit of £\*\*\*\*\*.00 (Enter Amount in Words) is payable on signing this Agreement. It is protected by the following scheme: The Deposit Protection Service [www.depositprotection.com](http://www.depositprotection.com).** The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to pay and compensate the Landlord for the reasonable costs of any breach of those obligations. It is specifically agreed that this money is not to be used by the Tenant as payment for any rent due under this agreement. No interest shall be payable on this Deposit. The balance of the Deposit to be paid to the Tenant as soon as reasonably possible after conclusion of the tenancy, less any reasonable costs incurred for the breach of any obligation as agreed by the appropriate deposit scheme, details of which are contained in the scheme's deposit information leaflet and website and after the production of final accounts for all the Tenants responsibilities and liabilities under clause 5.1
  - (l) An administration fee of fifty pounds (£50.00) + VAT if Cosgroves have to complete a Statutory Declaration in regard to the return of the above deposit, or if the Tenant disagrees with the proposed deposit refund and after Alternative Dispute Resolution the monies are returned to the Landlord by the Deposit Protection Service.
  - (m) At the determination of the tenancy the Premises is to be cleared of all goods and property belonging to the Tenant. Any items left after the determination of the tenancy will be removed from the property and disposed of and the Tenant will be liable for the cost of doing so. The Landlord reserves the right to sell any usable goods using the proceeds to claim the cost of doing so.
  - (n) It is the Tenant's responsibility to have fully vacated the property, returned keys by midday and to return all items to the respective rooms, drawers and cupboards as shown on the original inventory; and to have all cleaning and gardening as necessary completed before the Check Out Inspection is carried out; failure to do so will result in an additional charge to the tenant.
  - (o) The carpets will be professionally cleaned before the Tenant takes occupation and the Tenant agrees to organise professional carpet cleaning at the termination of the tenancy and provide the receipt for such works to Cosgroves. Failure to do so will result in Cosgroves organising professional carpet cleaning at the tenants cost.
  - (2) To keep the interior of the Premises in good and substantial repair condition and decoration and at the same condition as at the commencement of the tenancy (damage by fire lightning storm and tempest or other inevitable accident only excepted) and to keep in tenable repair all fixtures and fittings and glass on the Premises including smoke alarm batteries where fitted and not to remove or allow to be removed from the Premises any of the Furniture and Effects and to keep the Furniture and Effects clean and in good repair order and preservation (reasonable wear and tear excepted) and in the event of loss or damage or destruction of any of the Furniture and Effects if practicable to forthwith make good all damage thereto and otherwise to replace the same with similar articles of at least equal value or if the Landlord so

requires to pay the Landlord the value of any such articles which may be lost destroyed or so damaged as to be incapable of being restored to their former condition. If Cosgroves deem the premises not to be of a suitable standard at the determination of the tenancy and a further inventory is required for adjudication purpose this cost will be borne by the Tenant should the Deposit Protection Scheme rule in Cosgroves or the Landlords favour.

- (3) To permit the Landlord or his agent with or without workmen or others:-
  - (a) At any time or times to enter upon and examine the state of repair and condition of the Premises and the furniture and effects and for all other proper purposes.
  - (b) At reasonable times to enter upon the Premises for the purpose of executing repairs in connection with the Landlord's agreement hereinafter contained.
  - (c) At reasonable times to enter upon the Premises for the purpose of executing repairs to the Premises or any neighbouring property.
  - (d) The Tenant to notify the Landlord of any defects or want of repair at the Premises immediately they become apparent to the Tenant
- (4) To repair and make good all defects of which notice in writing shall be given by or on behalf of the Landlord to the Tenant as soon as practicable but in any event within three calendar months after the giving of such notice.
- (5) Not to do or permit or suffer upon the Premises anything which may:-
  - (a) Render any increased or extra premiums payable for any insurance for the time being of the Premises or the Furniture and Effects or which may make void or voidable any policy of such insurance.
  - (b) Become a nuisance annoyance damage or disturbance to the Landlord or to the owners or occupiers of the adjoining properties.
- (6) Not to make any alterations or additions to the Premises or the Furniture and Effects.
  - (a) No redecoration or decoration should be carried out without the prior written consent of the Landlord.
  - (b) Not to change locks or install additional locks without the prior written consent of the Landlord or the Agents and in the event of consent being given one full set of new keys are to be given at the Tenants expense to the Landlord or the Agents. Should the Tenant require use of spare keys to the Property during office hours a refundable deposit of £20 will be payable or Cosgroves will accompany the Tenant to the Property and a non refundable fee of twenty seven pounds – 50p (£27.50) + VAT will be payable
  - (c) To forward upon receipt to the Landlord or the Agents any correspondence addressed to the property which is not for the Tenants
- (7) To use the Premises and the furniture and effects in a Tenantlike manner and to use the Premises for the purpose of a private residence for the Tenant and his immediate family only.
- (8) Not to assign underlet charge or part with possession of the Premises or any part thereof or leave the Premises unoccupied (ordinary holidays excepted).
- (9) During any periods of absence to turn off water and other services or to set the central heating systems to frost protection mode. The Tenant to take all reasonable steps to ensure that any tanks or water pipes in the Premises do not freeze. **Caution** If you do not feel confident to undertake this procedure yourself, contact a qualified technician for assistance. Care must be taken during the procedure as there are risks of causing permanent damage to the system.
- (10) Not to remove any of the Furniture and Effects or any part thereof or any articles added to or substituted for the same from the Premises without the prior consent in writing of the Landlord and to leave the same at the expiration or sooner determination of the tenancy in the several rooms and places found at the commencement of the tenancy.
- (11) Not to use the Premises or permit them to be used for any illegal or immoral purpose or in contravention of any statute regulation or byelaw.
- (12) To pay for the washing of all linen and for the washing and cleaning of all counterpanes blankets duvets carpets and curtains which have been soiled during the tenancy and which at

the determination of the tenancy may require to be washed or cleaned.

- (13) Not to place leave or cause to be left anything in any entrance landing passageway stairway lift or other communal part of the building (if any) and not to throw or allow to be thrown anything whatsoever from any windows of the Premises
- (14) Within seven days after the receipt of any notice given or order made by a competent authority in respect of the Premises to give full particulars thereof to the Landlord and to take all reasonable steps to comply with the same and to join with the Landlord in taking such other reasonable action in relation thereto as the Landlord may decide.
- (15) The Tenant shall in the event of any infectious or contagious disease happening during the tenancy carry out at his own expense any requirements for disinfecting the rooms which may be directed by the Medical Officer of Health and will pay for any necessary decoration and replace any articles the destruction of which may be rendered necessary in consequence of such disaffection
- (16) The Tenant shall in the event of any pest infestation happening during the tenancy carry out at his own expense any requirements for the eradication of the infestation
- (17) Smoking of tobacco products is prohibited on the entire property, including individual units, common areas, every building and adjoining grounds. The Tenant agrees and acknowledges that all areas of the property have been designated as a smoke-free living environment and Tenant and members of Tenant's household shall not smoke tobacco products or any other non tobacco substance in these areas, nor shall Tenant permit any guest or visitor under the control of Tenant to do so.
- (18) Not to keep any animal or pet in the Premises without the prior written consent of the Landlord which consent if given may be withdrawn at any time if the Landlord in his discretion consider that such animal or pet has or may become a nuisance or annoyance to any neighbour
- (19) Not to allow oil paraffin butane or Calor gas heaters to be kept on or to be used in or on the Premises nor to install or use additional heaters without the prior written consent of the Landlord or his Agents
- (20) Not to erect or permit to project outside the Premises any wireless satellite dish cable TV or television aerial without the prior consent in writing of the Landlord or the Agents
- (21) At the determination of the tenancy to yield up the Premises with fixtures and fittings which now are or at any time during the tenancy shall be therein and the Furniture and Effects in good and substantial repair and condition in accordance with the agreement hereinbefore contained and the tenant shall remove all personal belongings contained within the premises. All items must be returned to their original position and failure to do so may result in a charge.
- (22) To return the keys of the Property to the Landlord or his agent between the hours of 09:00 and 12:00 on or before the agreed termination date or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Agent in securing the Property against re-entry where keys are not returned.
- (23) The Landlord reserves the right to dispose of any of the tenants belongings which remain in the premises seven days after the determination of the lease and will deduct the cost of disposal from any sale proceeds retaining any balance for the tenant.
- (24) Where the Tenant is a Limited Company the tenant shall not permit any employee or other person to occupy the property or any part thereof so as to create in favour of that person a Protected or Statutory Tenancy as defined by The Rent Act 1977
- (25) To approve the Inventory and advise the Landlord or Agent accordingly within seven days from the date of this Agreement, or the Inventory is otherwise deemed to have been accepted as a true and accurate record of the condition of the Property and Contents.

- (26) During the last two months of the tenancy to permit prospective tenants or purchasers at reasonable times to inspect and view the Premises. These viewings will be conducted by the Landlord or his agents and at least 24 hours notice will be provided.

**6. THE LANDLORD HEREBY AGREES WITH THE TENANT AS FOLLOWS:-**

- (1) To keep in repair the structure and exterior of the Premises (including the drains gutters and external pipes) having regard to the age character and prospective life of the Premises and the locality in which they are situated PROVIDED THAT this liability shall not include any works or repairs for which the Tenant is liable by virtue of his duty to use the Premises in a Tenantlike manner or would be so liable apart from any express covenant on his part or to re-build or reinstate the premises in case of destruction or damage by fire flood tempest or other inevitable accident.
- (2) The Landlord will repair or replace as necessary the contents fixtures and fittings of the Premises provided for the use of the Tenant that become defective except where defects have arisen through neglect or misuse by the Tenant his family or guests. This excludes any washing machine, tumble dryer, microwave or dishwasher that may have been provided.
- (3) In the event that a defect arises in the Property or contents that causes, or is likely to cause, serious physical harm to the Tenant, and the cause of such harm or likely harm is not removed or neutralised within fourteen days of written notice of the defect and its nature being given by the Tenant, the Tenant shall be entitled to terminate the tenancy immediately without further notice, and any rent paid in advance shall be refunded pro rata to the date of termination.
- (4) That the Tenant paying the rent hereby reserved and performing and observing the several agreements on the Tenant's part herein contained may quietly hold and enjoy the Premises and the furniture and effects during the tenancy without any lawful interruption or disturbance from or by the Landlord here meaning only the party hereto personally and not any other reversioner or any persons claiming under or in trust for him.

7. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED that if and whenever any part of the said rent shall be in arrears for fifteen days (whether formally demanded or not) or if and whenever there shall be any breach by the Tenant of his obligations hereunder or if the Tenant shall commit any act of bankruptcy or shall leave the Premises unoccupied for more than five weeks then the Landlord may re-enter upon and take possession of the Premises and the furniture and effects and determine this Agreement and the tenancy created but without prejudice to any other rights or remedies of the Landlord.

8. This tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Schedule 2 Ground 2 of the Housing Act 1988

9. THE TENANCY GRANTED UNDER THIS AGREEMENT IS AN ASSURED SHORTHOLD TENANCY under Section 19 of the Housing Act 1988 (as amended by the Housing Act 1996) and the provisions for the recovery of possession by the Landlord in Section 21 thereof apply accordingly. AS WITNESS the hands of the parties hereto.

10. For the purpose of Section 48 Landlord and Tenant Act 1987 the Tenant may serve any notice for the Landlord at 51 Osborne Road Southsea Hants PO5 3LS

11. For the purpose of Section 196 of The Law of Property Act 1925 any notices which are sent by recorded or registered post or by simply leaving them at the Premises are deemed served on the Tenant.

**12 THE GUARANTOR HEREBY AGREES WITH THE LANDLORD**

The Guarantor is the primary obligor and the Guarantor is responsible for arrears of rent and dilapidations due from the Tenant and it is the responsibility of the Guarantor to minimise any

loss incurred by the Landlord throughout the duration of the occupation of the Premises by the Tenant

- 13.** If you continue to reside in the premises after the initial fixed term the tenancy agreement will automatically transfer into a periodic tenancy with no fee. **Renewal of this tenancy agreement for a further fixed term after the initial term is subject to an administration charge of £50 + vat.**

**SIGNED by the LANDLORD(s) :-** \_\_\_\_\_

**(or the Landlord's Agent)**

In the presence of :-

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Address: \_\_\_\_\_

Witness Occupation: \_\_\_\_\_

**SIGNED by the TENANT(s) :-** \_\_\_\_\_

**Print TENANT Name:** \_\_\_\_\_

In the presence of :-

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Address: \_\_\_\_\_

Witness Occupation: \_\_\_\_\_

**SIGNED by the TENANT(s) :-** \_\_\_\_\_

**Print TENANT Name:** \_\_\_\_\_

In the presence of :-

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Address: \_\_\_\_\_

Witness Occupation: \_\_\_\_\_

**SIGNED by the GUARANTOR(s) :-** \_\_\_\_\_



**Print GUARANTOR Name:** \_\_\_\_\_

In the presence of :- **(Delete guarantor section if not required)**

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Address: \_\_\_\_\_

Witness Occupation: \_\_\_\_\_