# ASSURED SHORTHOLD TENANCY AGREEMENT (AST)

To be used where the Deposit is registered with the Tenancy Deposit Scheme (TDS) *Custodial/Insured* scheme.

## GUIDANCE NOTES FOR TENANTS

Welcome to your Assured Shorthold Tenancy Agreement produced by Propertymark for our members. It is an important document as it will govern your relationship both with the Landlord of your new 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 this 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 (EPC) for your property
- A current Gas Safety Certificate for your property—if there is a gas supply
- A copy of the electrical installation inspection report for your property
- Details of the scheme with which your Deposit will be registered, including details as to how you will recover your Deposit on your departure
- A checklist of the key Deposit registration information generally described as 'Prescribed Information' (to be provided within 30 days of paying your Security Deposit)

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

**Drafted by Dutton Gregory Solicitors, produced by Propertymark**

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'How to Rent' guide


The deposit scheme's Prescribed Information and supporting document will be provided to you within 30 days of paying your Security Deposit.

## SUMMARY OF AGREEMENT

| | |
|---|---|
| Landlord(s) | insert name(s) |
| Tenant(s) | insert name(s) |
| Permitted Occupier(s) | insert name(s) |
| Guarantor(s) | insert name(s) |
| Premises | insert Premises |
| Rent | £0,000.00 |
| Rent Due Date | insert date |
| Deposit | £0,000.00 |
| Deposit Scheme Type | Custodial Scheme \| Insured Scheme |
| Commencement Date | insert date |
| Expiry Date | insert date and thereafter from month-to-month. |

## DEFINITIONS

**Act of Parliament**
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.

**The Agreement**
References to 'Agreement' or 'the Agreement' are to this Tenancy Agreement.

**The Check-In Inventory and Schedule of Condition**
'The Check-In Inventory and Schedule of Condition' or 'Inventory' means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Landlord's Agent or an inventory clerk.

**Deposit**
'The Deposit' means any single amount of money paid by the Tenant or a third party to the Landlord or to the Agent 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.

**Fixtures and Fittings**
References to the 'Fixtures and Fittings' mean 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.

**Guarantor**
Any person(s) who has agreed to meet all of the Tenant's responsibilities under the Agreement in the event the Tenant defaults on any of their obligations under this Agreement.

**Insurable Risks**
'Insurable Risks' means fire, storm, tempest and such other perils that are included in the Landlord's insurance policy if affected.

**Joint and Several**
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. 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.

**Landlord**
The expression 'Landlord' shall include anyone lawfully entitled to the Premises upon the termination of the Tenancy.

**The Landlord's Agent/Agent**
'The Landlord's Agent' or 'Agent' means enter your agency here of enter your address here—use registered office details if a limited company.

**Permitted Occupier**
'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.

**The Premises**
References to 'the Premises' include reference to any part or parts of the Premises and the curtilage of the same, together with the garden, garage and parking space (if applicable) but excluding [enter relevant details here or amend sentence accordingly].

**Relevant Persons**
'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.

**Stakeholder**
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 the TDS.

**TDS**
'TDS' means the Tenancy Deposit Scheme operated by The Dispute Service Ltd as detailed in the Prescribed Information.

**The Tenant**
'The Tenant' includes anyone to whom the Tenancy has been lawfully transferred.

**The Term/the Tenancy**
References to 'the Term' or 'the Tenancy' include any extension or continuation of the Agreement or any periodic Tenancy which may arise following the expiry or determination of the period of the Term specified in clause 2.

**Water Charges**
References in this Agreement to 'Water Charges' include references to sewerage and environmental service charges.

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

## ASSURED SHORTHOLD TENANCY AGREEMENT

This Agreement is made on the 00 day of month and year.

**Between:**

| |
|---|
| Landlord 1, name and address |
| Landlord 2, name and address |
| Landlord 3, name and address |

'The Landlord'; and

| |
|---|
| Tenant 1, name and address |
| Tenant 2, name and address |
| Tenant 3, name and address |
| Tenant 4, name and address |
| Tenant 5, name and address |
| Tenant 6, name and address |
| Tenant 7, name and address |
| Tenant 8, name and address |

'The Tenant'; and

## IT IS AGREED AS FOLLOWS:

**1.** The Landlord lets to the Tenant the residential Premises known as: Enter Premises ('the Premises').

**2.** The Tenancy shall be from and including the 00st day of month year ('the Commencement Date') to and including the 00st day of month year 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 [your agency] by way of rent the amount of £0,000 per calendar month by Bank Standing Order to: [Enter details] Account number: 0000 0000 Sort Code: 00-00-00 in the name of [enter details] exclusive of Council Tax and exclusive of Water Charges payable in advance on the 00st day 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.** In the event of a default by the Tenant(s) of any of their obligations or responsibilities under the Agreement, the Guarantor(s) (if any) shall become immediately liable to remedy said default. In the event of multiple Guarantors, each shall be Joint and Severally liable.

## 7 Deposit

**7.1** The sum of £0,000.00 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 Deposit').

**7.2** Upon the Tenant vacating the Premises and after deduction of all agreed or authorised deductions, the balance of the Deposit shall be refunded to the person or persons outlined at clause 7.1 above.

7.2.1 **Custodial Scheme:** The Deposit will be held by TDS.
**Insured Scheme:** The Deposit will be held by the Agent as Stakeholder. The Agent is a member of TDS.

**7.3** The Landlord's Agent will protect the Deposit within 30 days of the commencement of the Tenancy or receipt of the 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 Deposit.

**7.4** **Custodial Scheme:** Any interest earned on the holding of the Deposit will belong to TDS.
**Insured Scheme:** Any interest earned on the holding of the Deposit will belong to the [XXXXXX].

**7.5** The Deposit has been taken for the following purposes:

7.5.1 Any fees or other monies that the Agent is entitled to recover from the Tenant pursuant to the Agreement.

7.5.2 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.

7.5.3 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.

7.5.4 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.

7.5.5 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 Deposit in the order set out in the Tenancy Agreement.**

**7.6** Protection of the Deposit:

Tenancy Deposit Scheme
The Dispute Service Ltd
West Wing, First Floor,
The Maylands Building
200 Maylands Avenue
Hemel Hempstead
HP2 7TG

Phone: 0300 037 1001 | 0300 037 1000
Email: info@tenancydepositscheme.com
Website: www.tenancydepositscheme.com

**7.7** At the end of the Tenancy:

7.7.1 The Landlord/Agent must tell the Tenant within ten working days of the end of the Tenancy if they propose to make any deductions from the Deposit.

7.7.2 If there is no dispute the Landlord/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Agreement. Payment of the Deposit or any balance of it will be made within ten working days of the Landlord and the Tenant agreeing the allocation of the Deposit.

7.7.3 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 TDS to deal with any dispute about the Deposit at the end of the Tenancy.

7.7.4 If, after ten 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 Deposit the dispute will (subject to 7.7.5 below) be submitted to the TDS for adjudication. All parties agree to co-operate with the adjudication process.

7.7.5 The rights of the Landlord, the Agent and of the Tenant to take legal action through the County Court remain unaffected by clause 7.7.4 above.

**7.8** If there is a change of Landlord during the Tenancy, the Tenant shall consent to the transfer of the amount of the 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 Deposit or any part of it, recognising that the Deposit is protected and will continue to be protected by the TDS.

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

**7.10** Where more than one person is comprised for the time being in the expression 'the Tenant', the 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.

**7.11** 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.

7.11.1 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.

## 8 The Tenant agrees with the Landlord as follows:

### 8.1 Rent

8.1.1 To pay the rent according to the terms of this Agreement whether formally demanded or not in accordance with clause 3.

8.1.2 The 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.

### 8.2 Conditions of Premises, repair and cleaning

8.2.1 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).

8.2.2 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/ Landlord's Agent.

8.2.3 To make good all damages, breakages, and losses to the Premises and its Fixtures and Fittings and 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).

8.2.4 To keep all electric lights in good working order and in particular to replace all fuses, bulbs, fluorescent tubes and fluorescent starter switches as and when necessary.

8.2.5 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.

8.2.6 To notify the [Landlord/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.

8.2.7 Upon the Landlord or the Landlord's 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.

8.2.8 To keep the windows of the Premises clean.

8.2.9 To wash and clean all items that may have become soiled during the Term.

8.2.10 To take all appropriate precautions to ensure adequate ventilation to the Premises.

8.2.11 (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.

8.2.12 (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.

8.2.13 (If applicable) to leave the oil tank filled to the same level at the end of the Tenancy as at the commencement.

8.2.14 (If applicable) to pay to have the oil system and boiler bled if the Tenant allows the oil supply to run out.

8.2.15 To clean and disinfect any and all showerheads in the Premises every six months.

**8.3 Access and inspection**

8.3.1 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 in writing (except in an emergency) to enter the Premises at all reasonable times for the purpose of inspection and repair, to include inspection and repair to any adjoining or neighbouring Premises.

8.3.2 To permit the Premises to be viewed during the last two months of the Term at all reasonable times upon previous appointment during normal working hours 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.

8.3.3 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.

**8.4 Insurance**

8.4.1 Not to do anything which might cause the Landlord's policy of insurance on the Premises or on the Fixtures and Fittings, 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.

8.4.2 The Tenant will promptly notify the Landlord or the Landlord's Agent of any defect to the Premises, 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.

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

**8.5 Assignment, Novation and Surrender**

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.

**8.6 Illegal, immoral usage**

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

8.6.2 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.

**8.7 Inflammable substances and equipment**

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

**8.8 Nuisance and noise**

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.

**8.9 Utilities**

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

8.9.2 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.

8.9.3 To notify each supplier of gas, electricity, water, telephone and internet services 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.

8.9.4 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 the Commencement Date.

8.9.5 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.

8.9.6 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.

**8.10 Animals and pets**

8.10.1 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.

8.10.2 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.

**8.11 Usage**

To use the Premises for the purpose of a private residence only in the occupation of the Tenant and not for business purposes.

**8.12 Locks**

8.12.1 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.

8.12.2 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 have been lost, pay to the Agent such charges as set out in the Agent's published scale of fees.

8.12.3 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.

8.12.4 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 for any reasonable costs that may be incurred.

**8.13 Fixtures and Fittings**

8.13.1 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.

8.13.2 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.

**8.14 Alterations and redecoration**

8.14.1 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.

8.14.2 Not to permit any waste, spoil or destruction to the Premises.

**8.15 Empty Premises**

8.15.1 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.

8.15.2 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.

8.15.3 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.

**8.16 Drains**

8.16.1 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.

8.16.2 Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.

8.16.3 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.

**8.17 Affixation of items**

8.17.1 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.

8.17.2 Not to affix any items to the walls of the Premises either internally or externally using glue, nails, picture hooks, sticky tape or other adhesive substance without the Landlord's prior written consent, such consent not to be unreasonably withheld.

**8.18 Washing**

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.

**8.19 Costs and charges**

8.19.1 To protect the Landlord from loss arising from a claim that may be brought against the Tenant as a consequence of a breach by the Tenant of any covenant contained in this Agreement. Such loss shall be deemed to include any charges which the Landlord may reasonably incur in connection with proceedings in a court of law against the Tenant but without prejudice to a Tenant's right to have such costs assessed by the relevant court.

8.19.2 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.

**8.20 Refuse**

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.

**8.21 Smoking**

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.

**8.22 Garden**

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.

**8.23 Inventory and check-out**

The Tenant shall indemnify the Landlord or Landlord's Agent 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 or Landlord's Agent for any costs incurred in arranging a second check-out appointment. If the Tenant does not 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.

**8.24 Notices**

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

**8.25 Headlease**

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.

**8.26 Smoke alarms and Carbon Monoxide detectors**

8.26.1 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 and Carbon Monoxide detectors monthly to ensure that they work.

8.26.2 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.

**8.27 Burglar alarms**

8.27.1 To set the burglar alarm at the Premises (if any) when the Premises are vacant and at night.

8.27.2 To notify the Landlord or the Agent of any new burglar alarm code immediately and to confirm that notification in writing.

8.27.3 To indemnify the Landlord for any costs that may be incurred by the Landlord arising from the misuse of the burglar alarm by the Tenant, his family or visitors.

**8.28 Immigration Act**

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.

## 9 The Landlord agrees with the Tenant as follows:

### 9.1 Quiet enjoyment

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.

### 9.2 Insurance

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.

### 9.3 Interest and consents

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.

### 9.4 Repair

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.

### 9.5 Safety regulations

9.5.1 The furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.

9.5.2 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.

9.5.3 The electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994.

9.5.4 The Premises are compliant with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 at the start of the Tenancy.

### 9.6 Legionella

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.

## 10 It is mutually agreed as follows:

**10.1** 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).

**10.2 Rent review**

It is agreed that the rent as defined in this Agreement will be reviewed on the anniversary of this Tenancy and upon each subsequent anniversary in line with the change in the Retail Prices Index (RPI) for the previous 12 months and the rent varied accordingly either by way of an upward or downward adjustment.

**10.3 Repair**

10.3.1 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.

10.3.2 The Landlord shall take all reasonable steps to ensure that the Premises shall comply with the Homes (Fitness for Human Habitation) Act 2018.

**10.4 Reimbursement**

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 Deposit in accordance with clause 7.5 hereof at the end of the Tenancy.

**10.5 Data protection and confidentiality**

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:
[Insert link to your Privacy Policy].

**10.6 Council Tax**

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.

**10.7 Forfeiture**

If at any time the rent or any part of the rent shall remain unpaid for 14 days for a tenancy in England and 7 days for a tenancy in Wales 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 Ground 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.

**10.8 Interruptions to the Tenancy**

10.8.1 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.

10.8.2 If the Premises 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.

**10.9 Notices**

10.9.1 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 is Landlord or Landlord's Agent's address.

10.9.2 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.

10.9.3 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:
Insert email(s)

The Tenant may also serve notice by email to the following email address which the Agent/Landlord has confirmed as being their own:
Insert email(s)

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.

10.9.4 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, when served by the Landlord, should expire not less than 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.

**10.10 Jurisdiction**

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

**10.11 Documentation**

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

## PERMITTED OCCUPIERS

All those named below are Permitted Occupiers under this Agreement and are bound by all of the terms and conditions there in as if they were a Tenant apart from the Payment of rent.

**There are no Permitted Occupiers residing at the Premises. OR delete this sentence and fill in boxes below.**

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## AGREEMENT SIGNED BY THE LANDLORD/AGENT

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| Signed: | |
| Print name: | |
| Date: | |

Signed by the [Landlord/Agent on behalf of all Landlords] listed in the Agreement.

## AGREEMENT SIGNED BY THE TENANT(S)

Where there are Guarantors to this Agreement, each Guarantor shall sign a separate *Deed of Guarantee* which shall be affixed herein and form part of the Agreement.

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**Witnessed by [insert name of witness] or delete (best practice but not legally required)**
[Insert witness address]

Signed: .....

Date: .....

# SPECIAL TERMS AND CONDITIONS

**Any clause contained below shall supersede the equivalent clause within the standard terms of the Agreement. These clauses are negotiated individually between the Landlord (or their Agent) and the Tenant—they have not been vetted or approved by Propertymark.**

[Insert special clauses here] *OR* remove this page.

## SPECIAL TERMS AND CONDITIONS SIGNED BY THE TENANT(S)

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## SPECIAL TERMS AND CONDITIONS SIGNED BY THE LANDLORD/AGENT

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| Signed: | |
| Print name: | |
| Date: | |

Signed by the [Landlord/Agent on behalf of all Landlords] listed in the Agreement.