naomi j ryan
estate agents

Assured Periodic Tenancy Agreement

Relating to:	[Property address]

Commencement Date:	[Enter date]

Between

(1)	[Landlord(s)]

And

(2)	[Tenant(s)]

And

(3)	[Guarantor(s)]

Bright
SOLICITORS

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CERTIFIED AND ACCREDITED BY propertymark
THE PROFESSIONAL BODY FOR THE PROPERTY SECTOR

This document contains all the written statement of terms as required under the Renters' Rights Act 2025 [and Statutory Instrument XXX]. Before signing this document the Tenant acknowledges that they have read and understood the contents of this Tenancy Agreement. The Tenant is advised to seek independent legal advice or other professional advice before signing this Tenancy Agreement if there is anything within it that you do not understand or are unsure about.

Before signing this document the Guarantor acknowledges that they have read and understood the contents of this Tenancy Agreement. The Guarantor is advised to seek independent legal advice or other professional advice before signing this Tenancy Agreement if there is anything within it that they do not understand or are unsure about.

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Summary of the Agreement

Landlord(s)	
Tenant(s)	
Permitted Occupiers(s)	If there are no named Permitted Occupiers listed here, there are no Permitted Occupiers for this Tenancy.
Guarantor(s)	
Property	
Rent	[£per week/£a month] payable in advance to the Landlord.
Rent Payment Date	The [insert] date of each month
Security Deposit	£XXX
Deposit Scheme Type	Insured / Custodial
Tenancy Commencement Date	

Bills and Utilities

Are bills included in the Rent?	Yes/No
List of bills included in the Rent	e.g. council tax, gas, electricity, broadband, telephone, sewerage, tv license etc.
Details of any bills not included in the rent, for which you must pay the Landlord/ Agent and not the service provider directly.	(Set out what the bill is for, how the tenants will be notified of the same and when each payment may fall due and how tenants are notified)

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1. Definitions

Agent: 'Agent' or 'Landlord's Agent' means [enter your name, phone no, email address, postal address here – use correspondence address (could be registered office address or trading address if Ltd company] or such other agents as the Landlord may from time to time appoint.

Agreement: references to 'Agreement' or 'the Agreement' are to this Tenancy Agreement.

Check-In Inventory and Schedule of Condition: The 'Check-In Inventory and Schedule of Condition' or 'Inventory', if applicable means the document drawn up prior to the

commencement of the Tenancy by the Landlord, the Lettings or Managing Agent or an inventory clerk and provided to the Tenant by the Landlord, the Lettings or Managing Agent.

Security 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 Property and/or non-payment of rent during the Tenancy.

Energy Performance Certificate: a certificate as defined in regulation 2(1) of the EPC Regulations.

EPC Regulations: Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

First Rent Payment Date: [enter date].

HA 1988: Housing Act 1988 (as amended by the Renters' Rights Act 2025).

HA 2004: Housing Act 2004.

Fixtures and Fittings: means any of the Landlord's contents, including all items contained within the Check-In Inventory and Schedule of Condition and agreed by the parties or any items replacing them, including reference to any fixtures, fittings, furnishings or effects, floor, ceiling and wall coverings.

Guarantor: any person(s) who has agreed to meet all the Tenant's responsibilities under this Agreement if the Tenant defaults on any of their obligations under this Agreement during the Tenancy.

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, and any other risks against which the Landlord decides to insure from time to time and Insured Risk means any one of the Insured Risks.

Landlord: shall include anyone lawfully entitled to the Property upon the termination of the Tenancy.

Lead Tenant: the Lead Tenant is [insert name of lead tenant]. Where the Tenant for the time being comprises more than one person, each of them agrees that the Lead Tenant shall be the designated Tenant who will act as the primary point of contact.

LTA 1985: Landlord and Tenant Act 1985.

Permitted Occupiers: those persons listed in the Summary of the Agreement above in the "Permitted Occupiers" section. In addition to the Tenant, Permitted Occupiers are the only people permitted by the Landlord to live in the Property as a licensee of the Tenant.

Permitted Occupiers, for the avoidance of doubt, are not tenants and do not have any rights as per the Tenant other than to live at the Property with the permission of the Tenant. The Tenant is responsible for ensuring that any Permitted Occupier keeps to all the terms of this Agreement apart from those relating to the payment of Rent.

Property: [enter property address].]. References to 'the Property' include refence to any part of it, including the Fixtures and Fittings, the curtilage of the same together with the garden, garage, and any parking space (if applicable). If there are any exclusions to the property, it will be referenced in the special terms and conditions at Schedule 1.

Recommendation Report: a report as defined in regulation 4 of the EPC Regulations.

Relevant Persons: means any other person or company paying the Security 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 Security Deposit will be registered.

Rent Payment Dates: For the duration of the Tenancy [On a Monday of each week./The 12th date of each month]. Where the payment date falls on a non-banking day, the Tenant must ensure the payment is received by the Landlord by the next banking day.

Stakeholder: Where the Security Deposit is held as 'Stakeholder', no deductions can be made from the Security Deposit without consent, in writing, from both parties, or from the Court, or an adjudication decision from the Tenancy Deposit Protection Scheme.

Tenancy: the tenancy created under this Agreement.

Tenancy Deposit Protection Scheme: A government approved protection scheme for the Security Deposit as required by the HA 2004. The Tenancy Deposit Protection Scheme being used for this Tenancy is [insert scheme name].

Tenant: 'The Tenant' as named above including anyone to whom the Tenancy has been lawfully transferred.

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1.2. Clause headings shall not affect the interpretation of this Agreement.

1.3. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)

1.4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.5. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.6. A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

1.7. A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.8. A reference to **writing** or **written** also includes email except for service of notices which is dealt with at clause 21.

1.9. Any reference to the giving of consent by the Landlord requires the consent to be given in writing by the Landlord or the Landlord's Agent.

1.10. Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

1.11. References to clauses are to the clauses of this Agreement.

1.12. Unless otherwise expressly provided, the obligations and liabilities of the parties under this Agreement are joint and several. Where there is more than one Tenant, each Tenant is responsible for complying with all the obligations in this Agreement. This means the Landlord can require any one or more of the Tenants to pay the full Rent or meet any other obligation.

1.13. The obligations of the Tenant arising by virtue of this Agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.

1.14. The obligations of the Guarantor arising by virtue of this Agreement are owed to the Landlord.

1.15. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

1.16. If there is a superior lease with a fixed term of more than 21 years, the Landlord or the superior landlord may seek possession of the Property under grounds 2ZB to 2ZD of Schedule 2 of the Housing Act 1988, provided the conditions for those grounds are satisfied. This clause provides you with the notice that is required for those above grounds to be used.

1.17. In addition to the prior notice as contained in 1.16 above, the Landlord may also rely on the possession grounds 4, 4A, 5 – 5H and 18 of Schedule 2 of the Housing Act 1988, provided those grounds are satisfied.

2. Grant of the Tenancy

2.1. The Landlord lets the Property to the Tenant for the duration of this Agreement.

2.2. This is at the request of the Guarantor. The Guarantor agrees to be bound by the covenants as contained within clause 17 of this Agreement.

2.3. This Agreement creates an assured periodic tenancy under Part I of Chapter II of the HA 1988 as amended by the Renters' Rights Act 2025.

2.4. This Tenancy will continue under the terms of this Agreement unless an Order for Possession is obtained, Such Order for Possession can be obtained following service of a Section 8 Notice pursuant to the Housing Act 1988, by the Landlord, relying on one of the grounds as contained within Schedule 2 of the HA 1988 as amended by the Renters' Rights Act 2025 and you not vacating by the date as contained within such notice.

2.5. If you do not vacate the Property following an Order for Possession being obtained, the Landlord can apply for the eviction to be carried out by court-authorised bailiffs.

3. Special Terms and Conditions

3.1. In addition to the obligations outlined in this Agreement, the parties agree to be bound by any further obligations as contained in Schedule 1 of this Agreement.

4. Contents and keys

4.1. The Tenant shall keep the Fixtures and Fittings in good and clean condition and shall return the Property to the Landlord at the end of the Tenancy in the same state (except for fair wear and tear) and cleaned to the same standard (including free from infestation) as detailed on the Check-In Inventory and Schedule of Condition.

4.2. The Landlord and Tenant consent to the use of the Check-In Inventory and Schedule of Condition as evidence in any dispute arising in connection with the Security Deposit if the dispute is referred to an adjudicator according to the Tenancy Deposit Protection Scheme in which the Security Deposit is held.

4.3. The Tenant is responsible for looking after the keys and any security device for the Property during the Tenancy. If damage or fault occurs as a result the Tenant's failure to do so, the Tenant is responsible for the reasonable costs properly incurred as a result.

5. Rent

5.1. The Tenant shall pay, in cleared funds, to the [Agent/Landlord] the first instalment of the Rent after this Agreement has been signed by all parties and by the First Rent Payment Date.

5.2. After the first instalment, the Tenant shall pay to the [Agent/Landlord] the Rent in advance by the Rent Payment Dates for the duration of the Tenancy.

5.3. The Tenant consents to the Landlord and the Landlord's Agent discussing with the appropriate authority any matter relating to housing benefit, council tax or universal credit claims made at any time in relation to the renting of the Property.

5.4. Following the consent of all parties to this Agreement (and absent the Landlord's Agent or Landlord making an application for the payment of Rent directly from the Local Authority and/or Universal Credit) the Tenant agrees that any benefit (if applicable) is paid directly to the Landlord's Agent/Landlord if the Landlord requires that and it's permitted by the relevant legislation in force from time to time.

5.5. The Tenant shall pay interest at the rate of 3% per annum above the Bank of England's base rate on any rent lawfully due that is paid more than 14 days after the date on which it became due. The interest shall be payable from the date the rent should have been paid until the date the rent is actually paid.

5.6. The Tenant shall be in breach of this Agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Property.

5.7. The Tenant shall indemnify the Landlord for any loss incurred by the Landlord or the Landlord's 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.

5.8. For the avoidance of any doubt, any payment received from anyone who is not a party to this Agreement shall not in any way constitute a separate tenancy or otherwise infer any rights on that third party pursuant to this Agreement.

5.9. Should the Landlord instigate proceedings to recover the Property pursuant to clause 16, any Rent received following service of a notice pursuant to Schedule 2 of the HA 1988 (as amended by the Renters' Rights Act 2025) shall not in any way be deemed as a waiver of their intention to recover possession of the Property.

6. Rent Increase

6.1. If the Landlord makes a new proposal to increase the Rent under the Tenancy, the Landlord must serve a notice on the Tenant in accordance with Section 13 of the HA 1988.

6.2. The Landlord and/or the Agent may negotiate an increase which is lower than the amount as contained in any section 13 notice served in accordance with clause 6.1 above.

7. Security Deposit

7.1. The sum of £[ ] shall be paid by the Tenant upon or before the signing of this Agreement by way of a security Deposit ("**the Security Deposit**").

7.2. The Security Deposit will be protected with a Tenancy Deposit Protection Scheme within 30 days of receipt of the Security Deposit, in accordance with the requirements set out under the HA 2004. The Tenancy Deposit Protection Scheme being used for this Tenancy is identified above at clause 1.1 under the definition of 'Tenancy Deposit Protection Scheme'.

OPTION 1: The Security Deposit is held by The Tenancy Deposit Scheme.

OPTION 2: The Security Deposit is held by the Agent as Stakeholder.

OPTION 3: The Security Deposit is held by the Landlord as Stakeholder**.**

7.3. The Tenant and any Relevant Person will be provided with within 30 days of the Security Deposit being received the information concerning the protection of the Security Deposit, known as prescribed information, required under section 213(5) of the HA 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (*SI 2007/797*). The Security Deposit shall be held in accordance with the rules of the Tenancy Deposit Protection Scheme.

7.4. No interest will be paid to the Tenant on the Security Deposit.

7.5. The Security Deposit may be used to cover:

a) Any fees or other monies that the Agent is entitled to recover from the Tenant relating to this Agreement.

b) 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.

c) Any damage, or compensation for damage, to the Property, 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.

d) 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 this Agreement, including those relating to the cleaning of the Property and its Fixtures and Fittings, and contents.

e) Any unpaid utilities accounts or water charges or environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable.

f) The Security Deposit is held as security for the performance of the Tenant's obligations under this Agreement and to compensate the Landlord for any breach of those obligations.

7.6. At the end of the Tenancy, the Landlord shall be entitled to withhold from the Security Deposit such proportion of the Security Deposit as may be reasonably necessary for the purposes set out at clause 7.5.

7.7. The Landlord shall inform the Tenant within ten Working Days of the Tenancy ending if the Landlord intends to withhold all or part of the Security Deposit.

7.8. If there is no dispute the Security Deposit will be kept or repaid, according to the agreed deductions and the conditions of the Agreement. Payment of the Security Deposit or any balance of it will be made within ten working days of the Landlord and the Tenant agreeing the allocation of the Security Deposit to the Tenant or, where the Tenant for the time being comprises more than one person, to the Lead Tenant (and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid).

7.9. Where the Tenant for the time being comprises more than one person, 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 Tenancy Deposit Protection Scheme to deal with any dispute about the Security Deposit at the end of the Tenancy.

7.10. If, after ten working days following notification of a dispute to the Principal Contact 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 Security Deposit the dispute will be submitted to the Tenancy Deposit Protection Scheme for adjudication. All parties agree to co-operate with the adjudication process.

7.11. Where the Tenant for the time being comprises more than one person, each of them agrees with the others that the Lead Tenant will act on their behalf on all decisions regarding the

Security Deposit and their decision will be binding on all the persons forming the Tenant, subject to the rules of the Tenancy Deposit Protection Scheme.

8. Use of Property

8.1. The Tenant shall use the Property in a reasonable and careful manner as a responsible and conscientious tenant would.

8.2. The Tenant shall:

a) only use the Property as a private dwelling house for the use of the Tenant and Permitted Occupiers; and

b) occupy the Property as his only or principal home and notify the Principal Contact if that status changes so a new tenancy Agreement can be drawn up if necessary; and

c) not permit anyone other than the Tenant and Permitted Occupiers to occupy the Property without the prior written consent of the Landlord.

8.3. The Tenant is permitted to have visitors at the Property for a maximum period of 2 weeks every 3 months. Should the visitor(s) stay for longer than 2 weeks, the Landlord's prior written consent must be obtained for them to do so as set out at clause 8.2(c) above.

8.4. The Tenant is permitted to work from home, however, the Tenant is not permitted to use the Property or the Property address for the purposes of conducting or registering a business. A business includes but is not limited to: childminding, pet sitting, beauty and cosmetics, mechanics or car cleaning services and catering.

8.5. The Tenant shall not do anything to or on the Property that:

a) causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them;

b) involves using the Property for immoral or illegal purposes; or

c) has the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 15.6. The Landlord shall provide the Tenant with a summary of the relevant insurance requirements.

8.6. The Tenant agrees to notify the [Agent/Landlord] of any criminal convictions before or during the Tenancy so that the Landlord can notify the insurance company as appropriate.

8.7. The Tenant shall not smoke or permit any guest or visitor to smoke or bring any combustible substance in the Property, without the Landlord's prior written consent.

8.8. Before leaving the Property vacant for any continuous period of 28 days or more during the Tenancy, the Tenant will provide the [Agent/Landlord] with reasonable notice and to take reasonable precautions to prevent freezing and/or deterioration of conduits servicing the Property.

8.9. The Tenant will ensure at all times when the Property is vacant, all external doors and windows are properly locked or are otherwise properly secured.

8.10. The Tenant shall not access the loft at the Property or use it for any purpose including for storage without the Landlord's consent. A loft is not considered safe for the Tenant to access or use as storage. The Tenant could be injured by falling off the ladder or through the ceiling or on cables, pipes and other hazards in the loft. It is for insulation and services such as electrical cables and water tanks. Should the Tenant access the loft for an emergency they do so entirely at the Tenant's own risk.

8.11. The Tenant must tell the [Agent/Landlord] as soon as reasonably possible when the Tenant becomes aware of any defect, damage or disrepair to the Property, (whether or not caused by the act, default or neglect of the Tenant), for example, in the event of loss or damage by fire, theft or other causes, any wet or dry rot, any brown or sooty build up around gas appliances or any suspected faults with appliances, excessive growth of mould spores or mildew.

8.12. The Tenant shall co-operate fully with any third parties and contractors and/or any claim under the Landlord's insurance when reasonably required.

8.13. The Tenant shall obtain insurance for the Tenant's possessions as such possessions will not be covered by any insurance effected by the Landlord.

8.14. The Tenant shall as soon as reasonably practicable and in any event within seven days send the [Agent/Landlord] a copy of any notice or other communication affecting the Property or addressed to the Landlord and shall not take any action regarding such notices or communications without the prior consent of the Landlord. Following consultation with the Landlord, the Tenant shall take reasonable and appropriate action.

8.15. The Tenant will Promptly notify the [Agent/Landlord] if the Property becomes the subject of proceedings under the Matrimonial Causes Act 1973 or the Family Law Act 1996 and supply particulars of such proceedings to the Principal Contact on demand.

8.16. The Tenant shall not commission an Energy Performance Certificate for the Property without the Landlord's consent (such consent not to be unreasonably withheld).

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8.17. Where the Landlord's interest in the Property is acquired by way of another lease ("**the Headlease**") then the Tenant shall observe the restrictions contained within the Headlease which apply to the Property. A copy of the Headlease can be supplied to the Tenant upon request.

8.18. In addition, the Tenant shall not:

a) Display signage, posters, adverts or other material that could be visible from the Property;

b) Block vents, extractors or any other mechanism for ventilation at the Property ;

c) Use unsafe gas appliances such as those declared unsafe by a Gas Safe engineer, or disconnected from the supply following the Landlord exercising its duties as referred to in clause 15.4 below;

d) Use any free standing appliance that uses combustible fuel/gas.

e) Keep motorcycles, bikes or other means of transport inside the Property except in garages or designated areas;

f) Keep on the Property any electric bikes or electric scooters and any other high-value items that are sometimes excluded from insurance or need notifying to the insurers should they be kept at the Property; and

g) Keep on the Property any unlicensed vehicle, commercial vehicle, boat(s), caravan or shed without the prior written consent of the Landlord

9. Assignment or subletting

9.1. The Tenant shall not assign, sublet, part with or share possession of the whole or any part of the Property.

10. Immigration Act

10.1. The Tenant shall:-

a) ensure that all adult occupiers of the Property have a 'Right to Rent' in the United Kingdom as defined by the Immigration Act 2014 (as may be amended from time to time), prior to taking occupation of the Property;

b) ensure that all adult occupiers of the Property maintain a 'Right to Rent' at all times during the Tenancy;

c) promptly on request by the Principal Contact comply with such checks and provide such documents certifying the 'Right to Rent' of all adult occupiers of the Property and, where any adult occupier of the Property has a time-limited 'Right to Rent',

provide to the [Agent/Landlord] promptly on request such proof of their continued 'Right to Rent';

d) if any adult occupier of the Property has a time limited 'Right to Rent', the Tenant shall, upon receipt of any communication concerning their residency status in the United Kingdom from a relevant government department or body, advise the [Agent/Landlord] of such and shall provide to them upon request copies of any such written communication; and

e) immediately notify the [Agent/Landlord] if the immigration status of any adult occupier changes.

11. Repairs and alterations and condition of the Property

11.1. The Tenant shall keep the interior of the Property clean, tidy and in the same condition as at the start of the Tenancy (except for fair wear and tear) and shall return the Property to the Landlord at the end of the Tenancy cleaned to the same standard (including free from any infestation) as set out in the Check-In Inventory and Schedule of Condition.

11.2. The Tenant shall take all appropriate precautions to ensure adequate ventilation to the Property to avoid condensation, damp and mould.

11.3. The Tenant shall not hang any washing, clothes or other articles at the Property 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.

11.4. If the Property has a garden, the Tenant shall keep it clean and tidy, and free from rubbish. This includes but is not limited to grass cutting, hedges trimmed, borders free from weeds and cleaning the decking (if applicable). The Tenant shall not change or alter the landscaping of the garden or grounds.

11.5. The Tenant shall keep the inside and outside of all windows clean.

11.6. The Tenant shall promptly replace all broken glass at the Property where the breakage has occurred because of the Tenant's actions.

11.7. The Tenant shall not keep any dangerous or inflammable goods, materials, or substances in or on the Property apart from those required for general household use.

11.8. The Tenant shall keep all smoke alarms and carbon monoxide alarms 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.

11.9. The Tenant shall keep all burglar alarms 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.

11.10. The Tenant shall not burn any solid fuel in the Property without the prior, written consent of the Landlord.

11.11. The Tenant shall not cause any blockage to the drains, gutters and pipes of the Property. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under clause 15.9.

11.12. The Tenant shall not make any alteration, addition, or redecorate the Property without the prior consent of the Landlord. For the avoidance of any doubt, this includes any installation of Electric Vehicle charger.

11.13. The Tenant shall not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate for the Property or the building of which it forms part.

11.14. The Tenant shall not affix any items to the walls of the Property 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.

11.15. The Tenant shall not remove the Fixtures and Fittings as specified in the Check-In Inventory and Schedule of Condition or any part of them or any substitute Fixtures and Fittings from the Property and not to bring onto the Property the Tenant's own equipment or effects without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

11.16. Except in the case of emergencies, the Tenant shall not instruct and/or arrange contractors without the Landlord's prior written consent.

11.17. The Tenant shall not cause avoidable call-outs by a contractor, including any call outs made out of hours unless in the case of an emergency i.e. uncontrollable escape of gas or water.

11.18. Where appropriate, the Tenant shall (where there is a septic tank or cess pit) 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. If no proof of emptying prior to the start of the Tenancy is provided, if such proof of emptying by the Landlord is provided during the Tenancy, then the Tenant shall thereafter pay for the emptying of the septic tank or cesspit throughout the remainder of the Tenancy and at the end of the Tenancy.

11.19. Where there is an oil tank(s), the Tenant:-

a) shall pay to have the oil tanks filled throughout the Tenancy to ensure sufficient oil is maintained throughout the Tenancy to operate the heating and hot water systems safely and efficiently and avoid consequential repairs to the oil fired system;

b) shall leave the oil tank filled to the same level at the end of the Tenancy as recorded in the Check-In Inventory and Schedule of Condition at the commencement. If lower, the Landlord may deduct the reasonable cost of replenishing the oil from the Security Deposit; / If lower, the Tenant shall reimburse the Landlord within 14 days of demand the reasonable cost of replenishing the oil;

c) shall pay to have the oil system and boiler bled to restore the boiler to full working order if the Tenant allows the oil supply to run out;

d) shall not cause any damage or contamination to any oil tank for example by running out of oil. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under clause 15.8.

12. Utilities and outgoings

12.1. The Tenant shall pay to the authorities to whom they are due, the council tax and outgoings for the supply of gas, electricity, oil, solid fuel, water, telephone and broadband (if applicable) relating to the Property during the Tenancy. The Tenant will be responsible for any Green Deal (following notification by the [Agent/Landlord] repayments during the Tenancy. The Tenant also agrees to pay any additional outgoings which are imposed upon them after the date of this Agreement.

12.2. The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.

12.3. The Tenant agrees not to change utility suppliers (e.g. gas, electricity, water) or to change from or to a pre-paid meter without first informing the [Agent/Landlord] of the decision to do so, and also provide full details of the new supplier and change of supply date to the [Agent/Landlord].

12.4. Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.

12.5. The Tenant shall pay for a television licence for the Property if a licence is required.

12.6. The Tenant shall pay to the relevant local authority the council tax for the Property.

NOTE: DRAFTING FOR AGENT/LANDLORD IF The Landlord is responsible for some or all of the utilities and/or outgoings in respect of the Property. Schedule 1 of this Agreement includes confirmation as to whether any payment by the Tenant in respect of those utilities and outgoings are included in the Rent or whether any such payment is payable to the Landlord as a separate payment in addition to the Rent, together with details as to which utilities and/or outgoings are covered by that payment as shown above in the table.

13. Locks and Keys

13.1. The Tenant shall not change any locks in the Property and not 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.

13.2. If, in breach of this Agreement, any additional keys are made the Tenant shall provide these to the [Agent/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/Landlord] such charges as set out in the Agent's published scale of fees.

13.3. Where due to any act or default by the Tenant it is reasonable for the Landlord to replace or change the locks in the Property, the Tenant shall indemnify the Landlord for any reasonable costs that may be incurred.

14. Pets

14.1. The Tenant shall not keep a pet in the Property without the prior written consent of the Landlord which cannot be unreasonably withheld. The Tenant must apply for the consent to the [Agent/Landlord] in writing and provide them with details of the pet as reasonably requested by the Agent and/or Landlord pursuant to Sections 16A and 16B of the Housing Act 1988 (as amended by the Renters' Rights Act 2025).

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15. Landlord's covenants

15.1. The Landlord shall provide the Tenant with suitable means of access to and exit from the Property.

15.2. If the Landlord supplies furniture and equipment in the Property, such furniture and equipment shall be compliant with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993 and 2025

15.3. The Landlord undertakes that the Property is compliant with The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022 at the start of the Tenancy.

15.4. The Landlord agrees that the gas appliances supplied by the Landlord 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 by the Commencement Date. The Landlord agrees:-

a) To ensure that there is maintained in a safe condition any relevant gas fitting and any relevant flue that serves a relevant gas fitting,

b) To ensure that each appliance and flue to which that duty extends is checked for safety

i. By, or by an employee of, a member of a class of persons approved, at the time of the check, by the Health and Safety Executive, and

ii. At intervals to be determined in accordance with the 1998 Regulations (as described in clause 15.4 above),

c) To ensure that a record in respect of any appliance or flue that is checked, subject to exceptions, that a copy of that record is given to the Tenant.

15.5. The Landlord agrees that the electrical supply and electrics supplied by the Landlord comply with the Electrical Equipment (Safety) Regulations 1994 and the Electrical Safety Standards in the Private Rented Sector (England) 2020. The Landlord agrees:-

a) To ensure that relevant electrical safety standards are met during any period when the Property is occupied under the Tenancy;

b) To ensure that relevant electrical installations in the Property are inspected and tested by a qualified person (within the meaning of that regulation) at least every five years or, if required by the most recent report referred to in clause 15.5 (c) below,

c) To obtain a report from the person conducting that inspection and test, which gives the results of the inspection and test and the date by which the next inspection and test is required, and to supply a copy of that report to the Tenant.

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15.6. The Landlord will insure the Property and the Landlord's contents. This insurance does not cover the Tenant's belongings, and shall provide a summary of the relevant insurance requirements to the Tenant if requested. The Landlord's insurance does not cover the Tenant's possessions. The Tenant should arrange their own contents insurance if they wish to insure their possessions.

15.7. The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.

15.8. The Landlord agrees that in accordance with section 9A of the LTA 1985 which was inserted by the Homes (Fitness for Human Habitation) Act 2018, the Landlord is under an obligation to ensure that the Property is fit for human habitation.

15.9. In accordance with section 11 of the LTA 1985, the Landlord shall:

a) keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);

b) keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and

c) keep in repair and proper working order the installations in the Property for space heating and heating water.

15.10. The Landlord shall keep in repair the appliances as provided for within as stated within the Check-In Inventory and Schedule of Condition.

15.11. The Landlord agrees that it is responsible for ensuring that the Property is compliant with Health and Safety Executive Approved Code of Practice (ACOP) L8 'The Control of Legionella Bacteria in Water Systems' at the start of the Tenancy.

15.12. The Landlord shall allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord.

15.13. The Landlord shall not be required to:

a) Carry out any works or repairs for which the Tenant is liable by virtue of this Agreement; or

b) Keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

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15.14. The Landlord acknowledges that the Tenant can make a request for disability related improvement to the Property (within the meaning of section 190(9) of the Equality Act 2010).

a) Such request, made pursuant to clause 15.14 may not be unreasonably withheld where:-

i. A disabled person (within the meaning of Section 6(2) of the Equality Act 2010 Act) occupied or intends to occupy the Property as their only or main home; and

ii. The improvement is likely to facilitate the disabled persons enjoyment of the Property, having regard to their disability

15.15. The Landlord agrees that they have obtained the requisite permission from their Mortgage lender to rent the Property to the Tenant under this Agreement.

16. Default by the Tenant

16.1. The Landlord (or if applicable, the Landlord's Mortgage lender) reserves the right to re-enter the Property if:

a) the Rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;

b) the Tenant is declared bankrupt under the Insolvency Act 1986;

c) the Tenant has breached the Agreement; or

d) any of the Grounds contained in Schedule 2 of the HA 1988 apply.

This clause 16.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession. The Landlord's Mortgage lender cannot evict the Tenant without a court having first made an order for possession pursuant to Ground 2 of Schedule 2 of the HA 1988.

16.2. If the Landlord re-enters the Property pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this Agreement by the Tenant shall remain in force.

16.3. The Tenant shall 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 costs or fees 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.

16.4. Should the total amount legally due from the Tenant at the end of the Tenancy exceed the value of the Security Deposit, the Landlord is entitled to recover the full Security Deposit and the Tenant shall reimburse the [Agent/Landlord] the excess within 14 days of demand.

16.5. Where applicable, the Tenant shall make good any sum repayable by the Landlord or the Landlord's Agent to a local authority (whether before or after the Tenant has vacated) where housing benefit or any such benefit paid for the purpose of housing have been paid direct to the Landlord or the Landlord's Agent by the local authority.

17. Guarantee and indemnity

17.1. The Guarantor agrees with the Landlord that, if the Tenant defaults in the payment of rent due in accordance with this Agreement and/or of any mesne profits arising after the termination of the Tenancy, the Guarantor will pay to the Landlord on demand any such rent or mesne profits which have not been paid by the Tenant.

17.2. The Guarantor also agrees that, if the Tenant defaults in the performance or observance of any or all their obligations under this Agreement, the Guarantor will pay to the Landlord and the Landlord's Agent all losses, damages, expenses, and costs which the Landlord or the Landlord's Agent shall be entitled to receive as a result of the Tenant's default.

17.3. The Guarantor covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under [clauses 17.1 and 17.2/sub-clause 1 and 2 of this clause] to indemnify and keep indemnified the Landlord and the Landlord's Agent against any failure by the Tenant to pay the Rent or any failure to observe or perform any of the tenant covenants of this Agreement.

17.4. The liability of the Guarantor under clauses [17.1 and 17.2/sub-clause 1 and 2 of this clause] shall continue until the Tenant is released from the tenant covenants of this Agreement by the Landlord which may surpass the end of the Tenancy, for example in the event of unpaid Rent and will include any rent increases during the Tenancy.

17.5. If the Guarantor comprises of more than one person, the obligations and liabilities for each of them are joint and several.

17.6. The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:

a) any time or indulgence granted by the Landlord to the Tenant;

b) any delay or forbearance by the Landlord in enforcing the payment of the Rent or the observance or performance of any of the tenant covenants of this Agreement or in making any demand in respect of them;

c) the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rent or to observe or perform the tenant covenants of this Agreement; [or]

d) the Landlord taking any action or refraining from taking any action in connection with the Security Deposit.]

18. Landlord's right to enter the Property and to display signs

18.1. The Landlord reserves the right for the Landlord, or any person acting on behalf of the Landlord, to enter the Property on giving at least 24 hours' prior notice in writing to the Tenant:

a) to inspect the condition and state of repair of the Property;

b) to carry out the Landlord's obligations under this Agreement including repairs or safety checks;

c) to carry out repairs or alterations to the next door premises or other properties;

d) to take gas, electricity or water meter readings;

e) to inspect the Property for the purpose of preparing an EPC and Recommendation Report for the Property or the building of which it forms part and the Tenant shall co-operate with the Landlord so far as is reasonably necessary to enable an EPC and Recommendation Report to be obtained;

f) for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property;

g) to show prospective tenants around the Property following service of notice by either party; and

h) to show prospective purchasers around the Property at any time during the Tenancy.

18.2. The Tenant shall 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 Property.

18.3. The Landlord has the right to retain a set of keys to the Property which shall only be used with the prior consent of the Tenant (except in an emergency).

18.4. The Landlord reserves the right to display a "for sale" sign on the Property at any time or "to let" sign on the Property any time after the service of notice by either party.

19. Terminating the Tenancy

19.1. This is a periodic tenancy which continues on a month-by-month basis until either party shall serve on the other a written notice to bring the Tenancy to an end.

19.2. The Tenant may end the tenancy by giving written notice to the Landlord. The notice must give at least two months' notice, and should expire no less than two months after service and must end on the last day of a rent period. The preferred method to receive a notice to quit is as set out below in clause 21.

19.3. In most circumstances, the Landlord can only bring an end to the Tenancy by:

a) obtaining an order of the court for possession of the Property and the execution of the order; and

b) if the landlord seeks to obtain such an order-

i. the Landlord or, in the case of joint landlords, at least one of them must usually serve on the Tenant a notice of proceedings for possession which, amongst other requirements is in the prescribed form and specifies the grounds of possession, and

ii. the ground of possession will determine the minimum period of notice, if any, that the landlord must give before proceedings are begun.

19.4. At the end of this Tenancy (howsoever determined), the Tenant shall return the Property and the Fixtures and Fittings to the Landlord in the condition required by this Agreement.

19.5. The Tenant shall provide the Landlord (or its legal advisers or agents) with a forwarding address prior to the Tenancy coming to an end to enable the proper conclusion of the Tenancy.

19.6. The Tenant shall remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property after the Tenancy has ended, the Landlord shall remove and store the possessions for a maximum of one month. The Landlord shall take reasonable steps to notify the Tenant at the last known address. If the items are not collected within one month, the Landlord may dispose of the items.

19.7. At the end of the Tenancy, the Tenant must give vacant possession and return the keys to the Property, and any other security devices including the current burglar alarm code, to the [Agent/Landlord].

20. Interruptions to the Tenancy

20.1. In the event that the Property is rendered uninhabitable by an event or events which are not the result of negligence or breach of contract by either party then, the choice being at the sole discretion of the Agent/Landlord, either:-

a) Rent will continue to be payable, however we will provide you with alternative accommodation at our own cost as chosen by the Agent/Landlord; or

b) Rent will cease to be payable and you will be responsible for finding your own alternative accommodation.

20.2. If the Property is not made habitable within one month, either party to this Agreement may terminate this Agreement by giving immediate written notice to the other party.

21. Notices

21.1. 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 [insert address of Landlord or Landlord's Agent if the Landlord has given express authority for the agent to accept service of notices on their behalf].

21.2. Save for notices to quit (which are dealt with at clause 19 above) the Landlord under or in connection with this Agreement shall be deemed to have been properly served on the Landlord if:-

a) Sent by first class post to the Principal Contact's address given in clause 21.1 or left at the Principal Contact's address given in clause 21.1; or

b) Sent via electronic means via the Principal Contact's email address: [insert Landlord's email address or Agent's email address if the Landlord has given express authority for the agent to accept service of notices on their behalf].

21.3. Any notice or document sent to the Tenant under or in connection with this Agreement shall be deemed to have been properly served if:

a) Sent by first class post to the Property;

b) Left at the Property; or

c) Sent via electronic means via the Tenant's email address: [insert Tenant's email address].

21.4. Any notice or document sent to the Guarantor under or in connection with this Agreement shall be deemed to have been properly served if:

a) Sent by first class post to the Guarantor's address: [insert Guarantor's address];

b) Left at the Guarantor's address; or

c) Sent via electronic means via the Guarantor's email address: [insert Guarantor's email address.]

21.5. Pursuant to the Civil Procedure Rules ("**CPR**") Part 6 which governs the service of Court documents in England and Wales, if a notice is given in accordance with clause 21 it shall be deemed to have been received:

a) If delivered by hand, the date the notice is left at the proper address;

b) If sent by first-class post, on the second Working Day after posting;

c) If sent by email, the date the email is sent.

The Tenant agrees to comply at all times with all applicable laws, regulations and Local Authority requirements relating to the occupation and use of the Property. The Tenant shall not use or permit the property to be used, in any manner which would cause a breach of overcrowding standards or any statutory occupancy limits. The Tenant shall not do or omit to do anything that may result in the Property requiring any additional license or consent without the prior written consent of the Landlord. Should any breach occur by the Tenant in this regard, they shall indemnify the Landlord against any losses and/or damages that may arise thereafter.

22. Governing law

22.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

23. Rights of Third Parties

23.1. No third party will have any right to enforce any clause of this Agreement, pursuant to the Contracts (Rights of Third Parties) Act 1999.

24. Data protection and confidentiality

24.1. The Tenant's, Landlord's and Guarantor's personal data, which will be processed in the execution of this Agreement will be handled in accordance with the Data Protection Act 2018. Further details regarding this processing activity is set out in the associated Privacy Notice, which can be found on the Agent's website.

This Agreement has been entered into when all the parties have signed it and is dated on the date that the Agreement is signed by or on behalf of the Landlord as detailed in the execution clause below.

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Signatures

The parties agree to the clauses contained within this Agreement and any special terms and conditions outlined at Schedule 1.

SIGNED BY THE [AGENT/LANDLORD]:

Name:	
Signature:	
Date:	

Acting as agent, for and on behalf of, the Landlord(s)

SIGNED BY THE TENANT(S):

Name:	
Signature:	
Date:	

Name:	
Signature:	
Date:	

Name:	
Signature:	
Date:	

Name:	
Signature:	
Date:	

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SIGNED BY THE GUARANTOR(S):

Name:	
Signature:	
Date:	

Name:	
Signature:	
Date:	

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Schedule 1: Special Terms and Conditions

The parties agree that the following specific terms and conditions will apply for the duration of the Tenancy. It is also agreed that, where equivalent clauses in the Agreement apply, the terms and conditions outlined below shall supersede them. Where there is no equivalent clause, the terms and conditions below shall be in addition to and read in conjunction with and without prejudice to the other clauses in the Agreement.

Please note that these clauses have been negotiated individually between the Landlord/Agent and the Tenant.

If the rest of this Schedule is blank, there are no special terms and conditions for this Tenancy.

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Schedule 2: Checklist

In addition to this Agreement, the Tenant will be provided with copies of the following documentation:

1. Energy Performance Certificate ("EPC");
2. Gas Safety Certificate (if there is a gas supply to the Property);
3. Electrical Installation Conditions Report ("EICR");
4. No more than 30 days after receiving the Security Deposit, details of the scheme with which the Security Deposit will be registered, including the Prescribed Information and details as to how it will be dealt with at the end of the Tenancy;
5. Any other relevant document from time to time that may be applicable.

If the Tenant has not been provided with these documents by the start of the Tenancy, they should contact the Agent as soon as possible to request them.

Once these documents have been provided, they must be retained by the Tenant for the duration of the Tenancy.

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