

# Tenancy agreement for an assured shorthold tenancy under the Housing Act 1988 for England

## IMPORTANT:

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

**THIS TENANCY DATED THIS** ERROR! REFERENCE SOURCE NOT FOUND.

IS MADE BETWEEN

LANDLORD NAME HERE

of LANDLORD ADDRESS HERE

(the **Landlord**)

AND

TENANT NAMES HERE

of TENANT ADDRESS HERE

(the **Tenant**)

For the premises known as

**PROPERTY ADDRESS HERE**

(the **Property**)

From and including the START DATE HERE

(the **Start Date**)

to and including the END DATE HERE

(the **End Date**)

for TENANCY DURATION HERE

(the **Term**)

**Rent:** £ RENT AMOUNT AND FREQUENCY HERE

**Payable:** The sum of £ FIRST RENT HERE to be paid on the signing of this agreement in respect of the START DATE HERE to the END OF FIRST RENT PERIOD HERE. Thereafter the sum of £ ONGOING RENT HERE to be paid on the RENT DUE DATE HERE day of each calendar month throughout the remaining term.

**Bank Account:** Account number: COUNTRYWIDE CLIENT ACCOUNT NUMBER  
Sort code: SORT CODE  
Held with: Natwest Bank plc  
Name: Countrywide Residential Lettings Ltd Clients Account

**Deposit:** £ DEPOSIT AMOUNT HERE

**Occupiers:** ALL TENANCY OCCUPIERS HERE

This TENANCY AGREEMENT comprises the particulars detailed above, the General Tenancy Conditions printed below and any Special Tenancy Conditions annexed to this agreement whereby the Property is let by the Landlord and taken by the Tenant for the Term at the Rent.

**Signed on behalf of the Landlord:** .....

Name: .....

Position: .....

**Signed by the Tenant:** .....

Name: .....

Position:

The Tenant acknowledges receipt of the following documents:

- How to rent: the checklist for renting in England ☐
- Energy Performance Certificate ☐
- Gas Safety Certificate ☐
- Tenancy Deposit Prescribed Information ☐

## General Tenancy Conditions

### NOW IT IS AGREED as follows:

#### 1 Definitions

##### 1.1 In this agreement:

- 1.1.1 “Agent” means Countrywide Residential Lettings Ltd trading as Fulfords of Countrywide House, Lake View Drive, Sherwood Park, Nottingham, NG15 0DT
- 1.1.2 “Deposit” means the sum set out above which the Tenant must in addition to the first payment of Rent pay to the Landlord to be held as a security against a breach of any of the Tenant’s obligations in this agreement.
- 1.1.3 “Head Lease” or “Superior Lease” means the lease (if any) under which the Landlord holds the Property.
- 1.1.4 “Head Lessor” or “Superior Landlord” means the person for the time being who owns the interest in the Building of which the Property forms part and which gives him the right to possession of the Property at the end of the Landlord’s lease of the Property.
- 1.1.5 “Landlord” means the person who is entitled to the reversion of the tenancy granted here and their successors in title. The Landlord may act through an agent whose details have been notified to the Tenant.
- 1.1.6 “Property” means the Property as set out above along with its exterior and common areas, set out more particularly above.
- 1.1.7 “Rent” means the sum payable in advance from the start of the tenancy in equal instalments on the Rent Payment Days by standing order to the Bank Account specified above whether demanded or not.
- 1.1.8 “Rent Payment Day” means the days as specified above on which the rent should be paid, the first such payment being due on the signing of this agreement.
- 1.1.9 “Stakeholder” means that deductions can only be made from the Deposit at the end of the Tenancy with the consent of both parties, or following a Court order or an adjudication decision.
- 1.1.10 “TDSL” means Tenancy Deposit Solutions Limited who trade as “my|deposits”, and whose Tenancy deposit scheme is administered by HFIS plc t/a Hamilton Fraser Insurance.
- 1.1.11 “Term” means a fixed term between the Start Date and the End Date as set out above.
- 1.1.12 “Tenancy” means the tenancy created by this agreement.

- 1.1.13 “Permitted Occupier” means the person identified above, if any, who the Landlord permits in addition to the Tenant to reside in the Property during the Term.
- 1.1.14 “Interest Rate” means a rate of interest at an annual rate 3% above the Bank of Interest England base rate as set from time to time by the Monetary Policy Committee of the Bank of England.
- 1.1.15 “Development” means, where the Property is part of a building or larger housing estate, the whole of that building or estate including the surroundings of the Property and the curtilage of the building the Property is situated within and of any other buildings within the housing estate if applicable including any paths, gardens, access routes, storage facilities or any other amenities used by the occupiers of the Development.
- 1.1.16 “Estate Regulations” means any rules made by the Landlord’s Superior Landlord or the owner or manager of the Development, a copy of which are attached to this Agreement if applicable.
- 1.1.17 “Utilities” means electricity, gas, water, foul water and surface drainage, heating, ventilation and air conditioning, smoke and fumes, signals, telephone, television, internet and other electronic communications and all other utilities serving or consumed at the Property.
- 1.1.18 “Working Day” means any calendar day excluding Saturdays, Sundays, Christmas Day, Good Friday and any day which, under the Banking and Financial Dealings Act 1971, is a bank holiday in England and Wales.

## **2 Interpretation**

### **2.1 In this agreement:**

- 2.1.1 the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation'.
- 2.1.2 the word 'today' refers to the date of this agreement.
- 2.1.3 the word 'liability' includes all costs, claims, expenses and loss incurred or suffered by the relevant party.
- 2.1.4 general words introduced by the word 'other' do not have a restrictive meaning even where preceded by words indicating a particular class of acts, things or matters.
- 2.1.5 an obligation not to do something includes an obligation not to cause or allow that thing to be done.
- 2.1.6 obligations owed by or to more than one person are owed by or to them jointly and severally. This means, for example, that any one or more of the individuals jointly forming the Tenant can at the Landlord’s sole discretion be held responsible for the full

Rent and other obligations under the agreement if the other individuals do not fulfil their obligations.

2.1.7 any reference to the singular shall include the plural and to the masculine shall include the feminine and vice versa.

2.1.8 the bold face headings and italicised drafting notes contained within square brackets are for ease of completion and reading only and are not to be used to construe the terms of this agreement.

2.2 In this agreement unless otherwise specified:

2.2.1 a reference to legislation is a reference to all legislation having effect in the United Kingdom at any time during the Term, including directives, decisions and regulations of the Council or Commission of the European Union, Acts of Parliament, orders, regulations, consents, licences, notices and bye laws made or granted under any Act of Parliament or directive, decision or regulation of the Council or Commission of the European Union, or made or granted by a local authority or by a court of competent jurisdiction and any approved codes of practice issued by a statutory body, and

2.2.2 a reference to a particular piece of legislation is a reference to that legislation as amended, consolidated or re-enacted from time to time and all relevant subordinate legislation made under it from time to time.

### **3 Right to Rent Condition**

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

### **4 Tenant's covenants**

The Tenant agrees with the Landlord as follows:

#### **4.1 Payments**

4.1.1 to pay the Rent promptly at the times and only in the manner specified in this agreement whether demanded or not.

4.1.2 to ensure that all payments to the Landlord or the Agent (including the initial payments due under this agreement) are paid to enable such payments to be cleared funds no later than 12.00 noon on the due date for payment. If the due date is not a Working Day then the due date will be deemed to be the preceding Working Day.

- 4.1.3 to make good any outstanding balance of the Rent to the Landlord if any sum is demanded by a Local Authority or the Department of Work and Pensions from the Landlord or Agent in respect of errors or overpayments of Housing Benefit, Universal Credit or equivalent housing support.
- 4.1.4 not to set off the Rent or any other sums due under this agreement against the Deposit.
- 4.1.5 to pay all charges in relation to the supply and use of Utilities and not to cause or permit any Utilities to be disconnected, altered or removed and to pay for any reinstatement, should this be necessary at the end of the tenancy.
- 4.1.6 to pay the Council Tax in respect of the Property for the duration of the Tenancy regardless of legal liability for the Council Tax.
- 4.1.7 to pay for a television licence for any device used to watch, live-stream or record live television or download or watch BBC programmes in the Property for the duration of the Tenancy.
- 4.1.8 to pay the Landlord's or his agent's reasonable costs in respect of any failure by the Tenant to fulfil his undertakings contained in this agreement, including bank charges incurred by the Landlord or his agent in relation to cheques, standing orders or direct debits for the payment of Rent not being honoured and the full cost of the taking of legal advice and legal action in relation to any breach of this agreement by the Tenant.
- 4.1.9 to pay to the Landlord the reasonable costs in consideration of the variation, assignment or novation of the Tenancy at the Tenant's request, and to pay the Landlord's reasonable costs in consideration of arranging the variation, assignment or novation of the Tenancy at the Tenant's request .
- 4.1.10 to protect the Landlord from any liability arising from the Tenant failing to comply with any part of this agreement.
- 4.1.11 if the Rent or any other sum payable under this agreement is not paid to the Landlord within 14 days after the due date for payment the Tenant must pay simple interest calculated on a daily basis at the Interest Rate to the Landlord for the period starting on the due date until payment (both before and after any judgment).

## 4.2 Use

- 4.2.1 to use the Property solely for residential accommodation for the following persons: the Tenant, the Tenant's spouse or partner, children of the Tenant or the Tenant's spouse or partner, and such other persons as the Landlord has expressly permitted only.
- 4.2.2 not to carry on or permit to be carried on at the Property any trade or business other than a home business as defined by s43ZA of the Landlord & Tenant Act 1954.

4.2.3 not to register any limited company or other entity at the Property or to advertise it as a place of business.

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

#### 4.3 **Assignment/subletting**

4.3.1 not to assign the tenancy, underlet, part with, or share possession or occupation of the Property or any part of it or take in lodgers or paying guests.

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

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

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

4.4.3 not to use the Property in any manner which might lead to a condition of any license granted under any part of the Housing Act 2004 being breached.

#### 4.5 **Maintenance**

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

4.5.2 to keep the Property adequately ventilated and heated, and not to dry wet clothes on radiators, to prevent damage from condensation.

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

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

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

4.5.6 to ensure that the water softener, if applicable, is operational throughout the Tenancy and to provide and fill the water softener with salt as and when necessary provided written instructions are given to the Tenant at the start of the Tenancy.



- 4.5.7 to keep the Property free from all pests or vermin and to inform the Landlord immediately of any infestation or damage caused by pests or vermin.
- 4.5.8 to keep any chimneys or flues swept as necessary although not less often than once a year in all circumstances.
- 4.5.9 to keep any gas or oil storage tanks properly secured and to provide copies of any keys to the Landlord if they are changed.
- 4.5.10 not to allow any oil storage tank to be fully drained such that debris could be ingested into any oil-fuelled appliance.
- 4.5.11 to keep all drains, down pipes and gutters clear and free from obstruction.
- 4.5.12 to empty any septic tank or cess pit as necessary throughout the Tenancy and at the end of the Tenancy (provided it has been emptied prior to the start of the Tenancy).
- 4.5.13 not to pour or allow to be poured into the drains any toxic or poisonous matter or fluid or any product which is likely to block or damage the drains or any septic tank or cess pit.
- 4.5.14 to work with the Landlord to minimise the risk caused by Legionella bacteria and in particular to keep showerheads and taps clean, not to interfere with or adjust the boiler temperature, and to run the taps in order to flush through the plumbing system after any prolonged period of inactivity.
- 4.5.15 to report without delay all defects and repairs needed for which the Tenant is not responsible.

#### **4.6 Alterations**

- 4.6.1 not to make any alterations or additions to the Property (which for the avoidance of doubt includes the garden) or erect any buildings, sheds, huts, or other erections nor to remove any of the fixtures or fittings. If the Tenant wishes to carry out any redecoration of the Property, or any part of it, he must obtain consent in writing in advance from the Landlord or his agent for permission which will not be unreasonably withheld or delayed.
- 4.6.2 not to erect on the Property (which for the avoidance of doubt includes the garden) any wireless television aerial, satellite dishes, or other receiving apparatus for electronic communications of any kind whatsoever without the Landlord's prior written consent, such consent not to be unreasonably withheld or delayed.
- 4.6.3 not to remove from the Property the furniture and effects or any substituted furniture and effects.
- 4.6.4 not alter change or install any locks on any doors or windows in or at the Property.

- 4.6.5 not to change any pre-set digital burglar alarm code without giving the new code to the Landlord or the Agent
- 4.6.6 not to install any key or prepayment electricity or gas meter at the Property
- 4.6.7 not to fix to the walls, ceilings or woodwork any posters, pictures, photographs or ornaments using nails, glue, sticky tape, Blu-tack or similar fixings except a reasonable number of picture hooks.

#### **4.7 Safety and Insurance**

- 4.7.1 to recognise that any insurance maintained by the Landlord at the Property will not cover any of the Tenant's belongings.
- 4.7.2 not to contravene the terms of any insurance of the Property or do anything which would increase the ordinary premium and to reimburse the Landlord for any policy excess or increased premium incurred as a result of a breach of any part of this agreement. A copy of the Landlord's insurance policy will be made available to the Tenant on request.
- 4.7.3 to maintain and not to interfere with any fire extinguishers on the premises so as not to invalidate any insurance policy kept by the Landlord and not to misuse any fire-fighting equipment provided by the Landlord.
- 4.7.4 to be responsible for testing any smoke and carbon monoxide detectors in the Property at regular intervals and to keep the detectors free from obstruction and dust and in working order and to regularly replace the batteries to the smoke and carbon monoxide detectors as necessary. If any fault should be found with any smoke or carbon monoxide detectors which cannot be resolved by replacing batteries, the Tenant will immediately report the fault to the Landlord or Agent.
- 4.7.5 not to store any hazardous or inflammable substances at the Property save for a reasonable quantity of household cleaning products and consumables.
- 4.7.6 not to install or bring onto and use at the at the Property (with or without the Landlord's consent) any gas appliance which has not been installed and checked by a accredited gas engineer in accordance with The Gas Safety (Installation and Use) Regulations 1998.

#### **4.8 Head Lease**

- 4.8.1 to comply with all the obligations imposed upon the Landlord by a Head Lessor if the Property is held under a Superior Lease.

#### 4.9 **Right to Rent**

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

#### 4.10 **Garden**

- 4.10.1 not to alter the garden but to leave the layout of the garden as existing at the start of the Tenancy.
- 4.10.2 to keep the garden, driveways, pathways, lawns, hedges, rockeries and ponds (if any) regularly maintained in good and safe condition and as neat tidy and properly tended as they were at the start of the Tenancy and not to remove any trees or plants.
- 4.10.3 to cut the grass (if any) at least once every two weeks during the growing season and keep it in a tidy condition.

#### 4.11 **Animals**

- 4.11.1 not to keep on the Property or any part of it any poultry or livestock and not to keep any other animals on the Property without consent in writing from the Landlord or his agent. The Landlord may not unreasonably withhold such consent, but if the Landlord gives consent to keep an animal at the Property this consent may be granted subject to conditions, including an increase in the Rent, and the consent may be withdrawn at any time with proper notice and reasonable justification.

#### 4.12 **Nuisance and Noise**

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

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

**4.13 Smoking**

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

**4.14 Disposal of Rubbish**

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

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

**4.15 Leaving the Property vacant**

4.15.1 not to leave the Property vacant for more than 28 days without first notifying the Landlord in writing and if the Property is left vacant for whatever period to protect the Property from frozen or burst pipes or other damage and it is expressly agreed that the Tenant is liable for the cost of remedying any damage arising out of failure to do so.

**4.16 Vehicles**

4.16.1 not to abandon any vehicles on any part of the Development. Any such abandoned vehicles may be removed from the Development by the Landlord and the Tenant shall pay the Landlord's reasonable costs incurred in doing so.

4.16.2 not to use any parking space provided or made available to the Tenant for storage or any purpose other than the purpose of parking a private motor vehicle not exceeding three tonnes in gross laden weight or a motorcycle thereon and not to park or allow to be parked any motor vehicle wheeled vehicle or other form of transport on any other part of the Development or in any other parking space than one which the Tenant has been given prior permission in writing to use.

4.16.3 not to leave cars visiting the Property or in the ownership of the Tenant in a position that may obstruct the free movement of other road users.

- 4.16.4 not to store any trailer, caravan or mobile home at the Property or to keep at the Property any motorbike, car or van which is not roadworthy and fully taxed and insured.
- 4.16.5 not to keep any trade vehicle or any vehicle with prominent signage or advertising at the Property.
- 4.16.6 not to carry out any work on any vehicle at the Property or to charge or discharge fuel, oil, brake fluid, power steering fluid, or air conditioning coolant tanks.

#### **4.17 Visits by the Landlord**

- 4.17.1 to permit the Landlord, any Superior Landlord and all others authorised by them and their agents, with or without workmen, and others at all reasonable times and with reasonable frequency during the tenancy upon providing a minimum of 24 hours' written notice (except in the case of emergency when no prior notice is required) to enter the Property for examining, maintaining or repairing the Property or any of the contents, or the carrying out of safety inspections.
- 4.17.2 to permit the Landlord, any Superior Landlord, and all others authorised by them:
  - (a) at reasonable times of the day to conduct viewings of the Property with prospective mortgagees, purchasers, or (during the last two months of the tenancy), tenants by prior appointment.
  - (b) to put up and maintain in a conspicuous part of the Property during the last two months of the tenancy a notice that it is to be sold, let or otherwise dealt with.

#### **4.18 Other Tenant Responsibilities**

- 4.18.1 to comply with all legislation applicable to the use or occupation of the Property.
- 4.18.2 to comply with and make every reasonable endeavour to ensure that all persons living in or visiting the Property or any part of the Development shall comply with the Estate Regulations (if applicable).
- 4.18.3 not to obstruct at any time the accessways or the common parts or the communal areas and facilities which shall for the avoidance of doubt prevent the placing of welcome mats in such areas.
- 4.18.4 to give the Landlord a copy of any notice given under the Party Wall etc. Act 1996, or any other formal or legal notice addressed to the owner of the Property or to the Landlord by name, within seven days of receiving it and not to do anything as a result of the notice unless required to do so by the Landlord.

- 4.18.5 not to change the telephone number without the consent of the Landlord.
- 4.18.6 not to cause damage to any wooden floors at the Property by walking on them while wearing high-heeled shoes.

#### **4.19 Termination of the tenancy**

- 4.19.1 at the end of the Tenancy or its sooner determination to leave the furniture and effects in the rooms in which they were at the start of the tenancy.
- 4.19.2 at the end of the Tenancy or its sooner determination to deliver up to the Landlord the Property and all fixtures fittings and additions and the furniture and effects or any substituted furniture and effects clean to a professional standard and tidy and in good repair, condition and decorative order (subject to fair wear and tear) in accordance with this agreement.
- 4.19.3 at the end of the Tenancy or its sooner determination to deliver up the Property with full vacant possession having removed any additional occupiers whether authorised or not, all possessions and all rubbish and to pay damages to the Landlord in a sum equivalent to the full rental value of the Property until such time as the Tenant removes such items or the Landlord, acting reasonably, is able to have them removed and further to pay the cost of any such removal.
- 4.19.4 at the end of the Tenancy or its sooner determination to deliver up the Property with any gas and oil storage tanks filled to the same level as at the start of the Tenancy.
- 4.19.5 to agree that any item left at the Property for more than 14 days after the end of the tenancy is deemed abandoned and can be disposed of, sold, or kept by the Landlord at his sole discretion without further compensation to the Tenant.
- 4.19.6 give to the Landlord or the Agent or their representative on the last day of the Tenancy whether on its expiration or earlier ending of the Tenancy all keys and access fobs to the Property and to pay the cost of replacing any lock where keys are missing.

#### **5 Recovery of possession for breach of agreement**

If and whenever during the Term:

- 5.1 the Rent or any part of it is in arrears for 14 days after it has become due (whether legally demanded or not), or
- 5.2 there is a breach of any of the obligations or agreements on the part of the Tenant, or

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

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

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

## **6 Landlord's covenants**

The Landlord agrees with the Tenant:

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

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

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

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

6.2 to keep in repair such fixtures and fittings as are provided by the Landlord and are listed on the inventory and schedule of condition for the Property provided always that the Landlord is not required:

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

6.2.2 to repair any item unless it has been reported to him in writing and then shall be allowed a reasonable time to effect a repair or replacement, or

6.2.3 to replace any item with an exact duplicate and is permitted to substitute any item which reasonably accomplishes the same function.

6.3 The Landlord agrees with the Tenant that the Tenant paying the rent and performing and observing all his or her obligations under this agreement may quietly possess and enjoy the Property during the Tenancy without any unlawful interruption from or by the Landlord or any person claiming through or under or in trust for the Landlord.

6.4 Nothing in this agreement obliges the Landlord to insure the Property or its contents and in the event that the Landlord elects to obtain such insurance nothing in this agreement obliges the Landlord to make any claim on that Insurance.

## **7 Uninhabitability of the Property**

7.1 If at any time the Property is rendered uninhabitable by an event or events which are not the result of negligence or breach of contract by either party then at the Landlord's sole discretion either the Rent will cease to be payable by the Tenant until the Property is made habitable and the Landlord will be under no obligation to provide alternative accommodation or the Rent will continue to be payable and the Landlord will be obligated to provide suitable alternative accommodation to the Tenant.

7.2 If following an event described above, in the reasonable opinion of an appropriate expert the Property cannot be made habitable within one month then either party may give one month's notice to terminate this agreement following which it will end and no further obligations under it will be performable by either party save that either party may pursue the other for breaches of this agreement which pre-date said termination.

## **8 Service of notices**

8.1 Any notice served by the Landlord on the Tenant must be served in writing and will be deemed sufficiently served if sent by ordinary first class post, signed for, or recorded delivery post to the Property address or left at the Property and in all cases the notice will be deemed served two days after posting or the next day after leaving at the Property.

8.2 Any notice served by the Tenant on the Landlord must be served in writing and will be deemed sufficiently served if sent by ordinary first class post, signed for or recorded delivery post or left at the address given for the Landlord in this agreement or notified to the Tenant from time to time and in all cases the notice will be deemed served two days after posting or the next day after leaving at that address.



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

## **9 Deposit**

- 9.1 The Tenant agrees to pay to the Landlord/or the Landlord's Agent the Deposit on the signing of this Agreement
- 9.2 The Deposit paid by the Tenant is held as security for the performance of the Tenant's obligations under this Agreement and to compensate the Landlord for any breach by the Tenant of the matters set out in this Agreement.
- 9.3 During the Tenancy, the Deposit will be held by the Agent as Stakeholder. "Stakeholder" means that deductions can only be made from the Deposit at the end of the Tenancy with the written consent of both parties, or in response to an order of the Court, or an adjudication decision from the Chief Executive Officer of Tenancy Deposit Solutions.
- 9.4 The holding and use of the Deposit shall be separate from any other rights and remedies of the Landlord under this Agreement, whether expressly set out in this Agreement or implied as part of the Agreement.
- 9.5 If, as a result of any breach of this Agreement by the Tenant, (and in so far as permitted by TDSDL and the Housing Act 2004), deductions are made from the Deposit (or any part of the Deposit) during the Tenancy, the Tenant will pay to the Landlord upon written demand an amount of money to restore the Deposit to the full amount ("Top-up Funds"). In this event the Tenant will also pay to the Landlord all costs, fees and expenses incurred by the Landlord in protecting the Top-up Funds.
- 9.6 No interest on the Deposit will be paid to the Tenant or to the Landlord.
- 9.7 At the end of the Tenancy (howsoever determined) the Landlord or the Landlord's Agent will arrange an inspection and examine the Property, furniture, fixtures, contents and effects against the Inventory and Schedule of Condition prepared at the commencement of the Tenancy and prepare a check out report (the "Check Out Report").
- 9.8 The Landlord or the Agent will then compare the Check Out Report with the Inventory and Schedule of Condition in order to decide what deductions are to be made from the Deposit. For the

avoidance of doubt the deductions will be made to compensate the Landlord for (but not limited to) the following:

- 9.8.1 Any damage, or compensation for the damage, to the Property, fixtures, fittings and effects caused by the Tenant, his family or visitors, including any such damage resulting from any breach of the terms of this Agreement;
- 9.8.2 Any missing items from the Property;
- 9.8.3 Any professional cleaning costs to restore the Property to a good clean condition;
- 9.8.4 Any damage caused or cleaning required as a result of any pet(s) occupying the Property (whether or not the Landlord consented to the presence of any pets);
- 9.8.5 Any instalment of the Rent which is due but remains unpaid at the end of the Tenancy plus any interest payable on such rent, and (for the avoidance of doubt) any interest due but unpaid on any late payments of rent during the term of the Tenancy;
- 9.8.6 Any sum repayable by the Landlord to a local authority where housing benefits have been paid direct to the Landlord by the local authority;
- 9.8.7 Any unpaid account or charge for gas (or other such fuels), electricity, water rates, council tax (or any other property tax), telephone line rental and call charges, television licence fee and satellite and cable fees (if installed and applicable) used at the Property for which the Tenant is liable;
- 9.8.8 Any unpaid accounts for environmental services or other similar services incurred at the Property for which the Tenant is liable;
- 9.8.9 Any other monies due under this Agreement;
- 9.8.10 Any other breach by the Tenant of the terms of this Agreement

#### **Procedure for Dispute at the End of the Tenancy**

- 9.9 The Landlord will, within 10 days after termination of the Tenancy (howsoever determined) either:
  - 9.9.1 return the Deposit to the Tenant if the Landlord does not intend to make any deduction from the Deposit; or
  - 9.9.2 notify the Tenant in writing of the deductions that the Landlord proposes ("the Landlord's Notification"):
- 9.10 Upon receipt of the Landlord's Notification the Tenant must, within 10 working days notify the Landlord in writing that the Tenant either:

- 9.10.1 agrees to the deductions proposed in the Landlord's Notification ("the Tenant's Acceptance"); or
- 9.10.2 disputes the deductions proposed (either in whole or part) in the Landlord's Notification, setting out which proposed deductions (if any) are agreed and which are in dispute and explaining the reasons for such dispute ("the Tenant's Dispute Notification").
- 9.11 Upon receipt of the Tenant's Acceptance the Landlord will, within 10 working days, apportion and distribute the Deposit.
- 9.12 Upon receipt of the Tenant's Dispute Notification, the Landlord will within 10 working days apportion and distribute the part of the Deposit not in dispute (if any) and lodge that part of the Deposit in dispute with TDSL. The Landlord and the Tenant shall, within 20 working days of the Landlord receiving the Tenant's Dispute Notification, make all reasonable attempts to come to an agreement and settle the dispute.
- 9.13 If the Landlord and Tenant come to an agreement over the proposed deductions, they shall both notify the TDSL in writing of the agreement ("the Agreement Notifications"). The TDSL shall within 10 working days of the Agreement Notifications apportion and distribute the part of the Deposit in accordance with the terms of the Agreement Notifications.
- 9.14 If, after the expiry of 20 working days of the Landlord receiving the Tenant's Dispute Notification, there remains an unresolved dispute, the dispute will then be submitted to the TDSL's Alternative Dispute Resolution procedure. The parties agree to co-operate with the procedure and be bound by its decision.
- 9.15 The Landlord and the Tenant's right to take legal action through the Courts remain unaffected by the above.
- 9.16 The Landlord may negotiate with any of the individuals comprising the Tenant and any agreement entered into between the Landlord and any individual will comprise an agreement with all individuals making up the Tenant in relation to the distribution of the Deposit at the end of the Tenancy.

## **10 Notices to the Tenant under the Housing Act 1988**

- 10.1 The Landlord gives notice to the Tenant that the Property is his only or principal home or is intended by him to be used as his only or principal home within the meaning of Ground 1 of Part I

of Schedule 2 to the Housing Act 1988 and that the Landlord may recover possession under that Ground such possession not to be required before the first six (6) months of the Term have elapsed.

- 10.2 The Landlord gives notice to the Tenant and the Tenant acknowledges that the Property may be required by the Landlord's mortgagee for the purposes of taking possession of the Property and disposing of it with vacant possession in exercise of the mortgagee's power of sale and the Landlord can recover possession of the Property under the provisions of Ground 2 of Part I of Schedule 2 of the Housing Act 1988 such possession not to be required before the first six (6) months of the Term have elapsed.

## **11 Severance Clause**

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

## **12 Jurisdiction**

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

## **13 Rights and Easements**

The operation of the Law of Property Act 1925 Section 62 is excluded from this agreement. The only rights granted to the Tenant are those expressly set out in this agreement, and the Tenant is not to be entitled to any other rights affecting any adjoining property of the Landlord.

## **14 Effect of Waiver**

Each of the Tenant's agreements is to remain in full force both at law and in equity even if the Landlord waives or releases that agreement on any occasion or waives or releases any similar agreement affecting any of his adjoining property.

## **15 Zero Deposit**

- 15.1 This clause applies where the Tenant has chosen to purchase the Zero Deposit Guarantee ("Guarantee") instead of paying a Deposit to the Landlord.

- 15.2 The Guarantee is provided by Zero Deposit ("ZD"), a trading name of Global Property Ventures Limited, and underwritten by Great Lakes Insurance SE.

- 15.3 Because the Tenant has opted to purchase the Guarantee, certain parts of this Agreement in relation to the Deposit shall have no effect whilst the Guarantee is in place. The Deposit has been recorded as £0 in recognition of this.
- 15.4 In purchasing the Guarantee the Tenant is agreeing to be bound by the obligations set out in the Guarantee documentation, copies of which will be provided to the Tenant by ZD and are also available by contacting [help@zerodeposit.com](mailto:help@zerodeposit.com).
- 15.5 If the Guarantee is cancelled for any reason the Tenant shall immediately pay the equivalent of five weeks rent ("Cash Deposit") to the Landlord, or at the Landlord's option, ZD shall collect the Cash Deposit from the Tenant. The provisions relating to the Deposit in this agreement shall apply to the Cash Deposit.
- 15.6 Where the Guarantee is cancelled for any reason and the Tenant fails to provide a Cash Deposit, the Tenant agrees that the Landlord (or the Agent) may collect the Cash Deposit by making deductions from any Rent paid by the Tenant until the Cash Deposit is satisfied in full. For the avoidance of doubt, where the Cash Deposit is collected out of the Rent payments, the Rent shall remain due.
- 15.7 The Agent receives a commission fee from ZD where the Tenant takes out the Guarantee. This is a percentage of the total annual premium. The Agent will inform the Tenant of the sum they are paid by ZD on receiving a written request from them. The Tenant should contact the Lettings Support Centre, if they require further information.

## **16 Energy Supplier**

- 16.1 Disclosure of Tenant details to Spark Energy
- 16.1.1 At the start of the Tenancy gas and electricity will be provided, or will be in the process of being provided by OVO Gas Ltd and OVO Electricity Ltd ("OVO Energy"). Spark Energy Limited is a specialist subsidiary of OVO and will provide customer service and support for all aspects of the energy account while the Property is supplied by OVO Energy. Spark will send the Tenant a welcome pack to explain more about the Tenant's energy account shortly after the Tenant's move in date. However, this will not prevent the Tenant from changing to a different energy provider if desired.
- 16.1.2 The Tenant agrees that the Agent may pass the Tenant's name and contact details to OVO Energy for the purposes of:
- (a) registering the gas and electricity meters at the Property in the Tenant's name, providing gas and electricity to the Tenant and administering the Tenant's account;

- (b) registering the Tenant with the relevant local authority for the payment of council tax; and
- (c) registering the Tenant with the incumbent water supplier to the Property. The water supplier may contact the Tenant in order to provide further information about its services and products and conclude an agreement with the Tenant for those services and products.

16.1.3 OVO Energy will use the Tenant's name and contact details to fulfil the Tenant's contract with OVO Energy and only for the purposes set out above. OVO Energy will comply with its obligations as a data controller in the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) and any other data protection legislation which is enacted in the UK and will handle Tenant's data in the manner set out in OVO Energy's standard terms and conditions and/or privacy policy. OVO Energy will not share the Tenant's details with any third party other than the relevant local authority and incumbent water supplier, and will hold the Tenant's details for the duration of the contract. The Tenant is reminded of their rights under the General Data Protection Regulation to access, rectification, erasure, restriction of processing, and portability of their data. If the Tenant is dissatisfied with the manner in which OVO Energy handles their details they may lodge a complaint with the Information Commissioner's Office. If the Tenant has any questions regarding the details or use of the Tenant's data held by OVO Energy, the Tenant may contact OVO Energy at 1 Rivergate, Temple Quay, Bristol BS1 6ED or [hello@ovoenergy.com](mailto:hello@ovoenergy.com).

## 17 Additional Clauses

## Tenancy Deposit Prescribed Information

The landlord or letting agent protecting this tenancy deposit must give Prescribed Information to the Tenant in accordance with The Housing (Tenancy Deposits) (Prescribed Information) Order 2007. This contains important information for the tenant about the deposit protection measures the landlord or letting agent has taken, the scheme contact details, and procedures that apply regarding the protection and return of the deposit.

**(a) The contact details of the scheme administrator of the authorised tenancy deposit scheme applying to the deposit.**

mydeposits is administered by HFIS plc, trading as Hamilton Fraser (the Scheme Administrator).  
1st Floor, Premiere House, Elstree Way, Borehamwood, Hertfordshire, WD6 1JH.  
Tel 0333 321 9401 • info@mydeposits.co.uk • Fax 0845 634 3403

**(b) Any information contained in a leaflet supplied by the scheme administrator to the landlord which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, the Act.**

**(c) The procedures that apply under the scheme by which an amount in respect of a deposit may be paid or repaid to the tenant at the end of the shorthold tenancy ("the tenancy").**

**(d) The procedures that apply under the scheme where either the landlord or the tenant is not contactable at the end of the tenancy.**

**(e) The procedures that apply under the scheme where the landlord and the tenant dispute the amount to be paid or repaid to the tenant in respect of the deposit.**

**(f) The facilities available under the scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation.**

Provided within the 'Information for Tenants' leaflet that should be given to you by your landlord/agent.

This can also be downloaded from the website [www.mydeposits.co.uk/tenants](http://www.mydeposits.co.uk/tenants)

**(g) The following information in connection with the tenancy in respect of which the deposit has been paid:**

<b>(i) Amount of deposit paid</b>	£ DEPOSIT AMOUN HERE
<b>(ii) The address of the property to which the tenancy relates</b>	PROPERTY ADDRESS HERE
<b>(iii) Contact details of landlord (or the agent acting on their behalf)</b>	
Landlord/Agent Name	BRANCH BRAND HERE
Landlord/Agent Address	BRANCH ADDRESS HERE
Landlord/Agent Telephone Number	BRANCH TELEPHONE HERE
Landlord/Agent Email Address	BRANCH EMAIL HERE

Landlord/Agent Fax Number	BRANCH FAX HERE
<b>(iv) The name, address, telephone number, and any email address or fax number of the tenant, including such details that should be used by the landlord or scheme administrator for the purpose of contacting the tenant at the end of the tenancy;</b>	
Tenant Name(s)	TENANT NAMES HERE
Tenant Address	To Be Advised
Tenant Telephone Number	TENANT MOBILE NO HERE
Tenant Email Address	TENANT EMAIL ADDRESS HERE
Tenant Fax Number	TENANT FAX NUMBER HERE
<b>(v) The name, address, telephone number and any email address or fax number of any relevant person (interested party);</b>	
Interested Party Name	N/A
Interested Party Address	N/A
Interested Party Telephone Number	N/A
Interested Party Email Address	N/A
Interested Party Fax Number	N/A
<b>(vi) The circumstances when all or part of the deposit may be retained by the landlord, by reference to the terms of the tenancy;</b>	
<p>These are the circumstances in which all or part of the tenancy deposit may be retained at the end of the tenancy, with reference to the relevant clause(s) in the Tenancy Agreement:</p> <p>The circumstances set out in clauses 9.2 and 9.8 of the Tenancy Agreement.</p>	
<b>(vii) Confirmation (in the form of a certificate signed by the landlord) that</b>	
<p><b>(aa) The information he provides under this sub-paragraph is accurate to the best of his knowledge and belief; and</b></p> <p><b>(bb) He has given the tenant the opportunity to sign any document containing the information provided by the landlord under this article by way of confirmation that the information is accurate to the best of his knowledge and belief.</b></p>	
<p>I/We (being the landlord/agent) certify that –</p> <p>(i) The information provided is accurate to the best of my/our knowledge and belief</p> <p>(ii) I/We have given the tenant(s) the opportunity to sign this document by way of confirmation that the information is accurate to the best of the tenant(s) knowledge and belief</p>	



Signed by the Landlord/Agent	
Name person who has signed:	
Signed by the Tenant	
Name:	

DRAFT