# RESIDENTIAL TENANCY AGREEMENT

**England & Wales**

## PARTIES AND PREMISES

|  |  |
| --- | --- |
| **Agreement Date:** |  |

### LANDLORD:

|  |  |
| --- | --- |
| **Full Name:** |  |
| **Address:** |  |
|  |  |
| **Email:** |  |
| **Phone:** |  |

### TENANT(S):

|  |  |
| --- | --- |
| **Tenant 1 Name:** |  |
| **Current Address:** |  |
|  |  |
| **Email:** |  |
| **Phone:** |  |

|  |  |
| --- | --- |
| **Tenant 2 Name:** |  |
| **Current Address:** |  |
|  |  |
| **Email:** |  |
| **Phone:** |  |

### RENTAL PROPERTY:

|  |  |
| --- | --- |
| **Full Address:** |  |
|  |  |
| **Property Type:** | (House/Flat/Studio/Other) |
| **Furnished/Unfurnished:** | Furnished   Part Furnished   Unfurnished |

## TENANCY TERMS

|  |  |
| --- | --- |
| **Tenancy Type:** | Assured Shorthold Tenancy   Other: |
| **Term:** | Fixed Term   Periodic (Monthly/Weekly) |
| **Start Date:** |  |
| **End Date (if fixed):** |  |
| **Monthly Rent:** | payable in advance |
| **Payment Due Date:** | of each month |
| **Security Deposit:** |  |
| **Holding Deposit:** | (deducted from first rent payment) |

## 1. RENT AND PAYMENT

1. The Tenant agrees to pay the Rent monthly in advance on or before the due date specified above.
2. Rent shall be paid by: Bank Transfer   Standing Order   Other:
3. Bank Details for Rent Payments:

Account name:

Sort Code:

Account Number:

1. Late payment may incur charges as permitted by law. A charge of \_\_\_\_ may apply for late payment (maximum £3 per day).
2. No deduction, set-off, or counterclaim may be made against the Rent without the Landlord's written consent.

## 2. DEPOSIT PROTECTION

1. The Deposit will be protected in a government-approved tenancy deposit protection scheme within 30 days of receipt.
2. Scheme Details:
3. The Landlord will provide prescribed information about the deposit protection within 30 days.
4. At the end of the tenancy, the Deposit may be used to cover: unpaid rent, damage beyond fair wear and tear, cleaning costs, and other breaches of this Agreement.
5. Any disputes regarding the Deposit will be resolved through the scheme's alternative dispute resolution service.

## 3. UTILITIES AND SERVICES

|  |  |  |  |
| --- | --- | --- | --- |
| **Service** | **Landlord Pays** | **Tenant Pays** | **Notes** |
| Gas |  |  |  |
| Electricity |  |  |  |
| Water/Sewerage |  |  |  |
| Council Tax |  |  |  |
| Internet/Broadband |  |  |  |
| TV Licence |  |  |  |

## 4. TENANT'S OBLIGATIONS

The Tenant agrees to:

1. **Occupation:** Use the Property solely as a private dwelling and not for any business, trade, or profession.
2. **Care and Condition:** Keep the Property clean, tidy, and in good decorative condition, allowing for fair wear and tear.
3. **Damage Reporting:** Promptly report any defects, damage, or disrepair to the Landlord.
4. **No Subletting:** Not sublet, assign, or part with possession of the Property or any part without written consent.
5. **No Nuisance:** Not cause nuisance, annoyance, or disturbance to neighbors or use the Property for illegal purposes.
6. **Pets:** Not keep pets without prior written consent. If consent given:
7. **Smoking:** No smoking allowed   Smoking permitted in designated areas only
8. **Alterations:** Not make structural alterations, decorations, or installations without written consent.
9. **Garden/External Areas:** Keep any garden areas tidy and well-maintained (if applicable).
10. **Safety Equipment:** Test smoke and carbon monoxide alarms weekly and replace batteries when required.
11. **Access:** Allow reasonable access for inspections, repairs, and statutory obligations with at least 24 hours' notice.
12. **Insurance:** Maintain contents insurance for personal belongings (recommended minimum 拢).
13. **Energy Efficiency:** Use heating and other utilities reasonably and efficiently.

## 5. LANDLORD'S OBLIGATIONS

The Landlord agrees to:

1. **Fitness for Habitation:** Ensure the Property is fit for human habitation and complies with housing standards.
2. **Statutory Compliance:** Provide valid Gas Safety Certificate, Energy Performance Certificate, and 'How to Rent' guide.
3. **Maintenance:** Maintain the structure, exterior, and installations for water, gas, electricity, and heating.
4. **Repairs:** Carry out repairs within a reasonable timeframe after notification.
5. **Quiet Enjoyment:** Not interfere with the Tenant's peaceful enjoyment of the Property.
6. **Insurance:** Maintain buildings insurance and public liability insurance.
7. **Safety:** Ensure all gas, electrical installations, and furniture comply with safety regulations.
8. **Notice:** Give at least 24 hours' written notice before entering (except in emergencies).

## 6. BREAK CLAUSES

No break clause applies

Break clause applies as follows:

* Landlord may terminate with months' notice after months
* Tenant may terminate with months' notice after months

## 7. TERMINATION

1. This Agreement may be terminated by statutory notice periods or break clauses specified above.
2. For periodic tenancies: Landlord requires 2 months' notice, Tenant requires 1 month's notice.
3. Upon termination, the Tenant must return the Property in the same condition as at commencement, allowing for fair wear and tear.
4. All keys, remotes, and access devices must be returned on the termination date.

## 8. STATUTORY NOTICES

### Energy Performance Certificate

The current Energy Performance Certificate rating is:

### Gas Safety

Current Gas Safety Certificate expires on:

### How to Rent Guide

The current 'How to Rent' guide has been provided to the Tenant

### Right to Rent Check

Right to Rent documentation has been checked and copied

## 9. INVENTORY AND CONDITION

1. An inventory and condition report will be prepared and agreed before occupation.
2. The Tenant has 7 days from the start date to report any discrepancies.
3. A check-out inventory will be conducted at the end of the tenancy.

## 10. ADDITIONAL TERMS

|  |
| --- |
| **Additional clauses or special conditions:** |

## 11. GENERAL PROVISIONS

1. This Agreement constitutes the entire agreement between the parties.
2. Any modifications must be in writing and signed by both parties.
3. This Agreement is governed by the laws of England and Wales.
4. If any provision is found invalid, the remainder shall remain in effect.
5. Data will be processed in accordance with data protection legislation.

## SIGNATURES

### LANDLORD:

|  |  |
| --- | --- |
| **Signature:** |  |
| **Print Name:** |  |
| **Date:** |  |

### TENANT 1:

|  |  |
| --- | --- |
| **Signature:** |  |
| **Print Name:** |  |
| **Date:** |  |

### TENANT 2:

|  |  |
| --- | --- |
| **Signature:** |  |
| **Print Name:** |  |
| **Date:** |  |

### WITNESS:

|  |  |
| --- | --- |
| **Signature:** |  |
| **Print Name:** |  |
| **Address:** |  |
|  |  |
| **Date:** |  |

***IMPORTANT:*** *Both parties should retain signed copies. The Landlord must provide the Tenant with prescribed information about deposit protection within 30 days of receiving the deposit.*