

**THIS IS A DRAFT EXAMPLE OF YOUR TENANCY AGREEMENT. THIS DRAFT EXAMPLE MAY BE SUBJECT TO CHANGE AND YOU WILL BE PROVIDED WITH A COPY OF YOUR TENANCY AGREEMENT PRIOR TO COMPLETION.**

**PLEASE NOTE THAT THE DEPOSIT PROVIDER MAY DIFFER FROM THAT STATED.**

# **COMMON LAW TENANCY AGREEMENT**

(Managed/Rent Collection)

## **IMPORTANT NOTICE**

This document contains the Terms of the Tenancy of the Property known as «**D0000\_10452\_0#Property\_Address(space)**». It sets out the promises made by the Tenant to the Landlord and vice versa.

You should read this document carefully and thoroughly. You should also ask to be shown copies of any document referred to in this Agreement. Once signed and dated this Agreement will be legally binding and may be enforced by a court. Make sure that it does not contain Terms that you do not agree with and that it does contain everything you want to form part of the Agreement.

If you are in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

Both parties are advised to obtain confirmation in writing when the Landlord gives the Tenant consent to carry out any action under this Agreement.

If you, the Tenant, leave before the end of the Term stated in the Agreement, the Landlord may insist that you, the Tenant pay the Rent for the remainder of the Term.

## THIS AGREEMENT IS MADE on the

### DEFINITIONS & INTERPRETATION

1. **“Landlord(s)”** means anyone owning an interest in the Property, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who subsequently owns the Property.
2. **“Tenant”** means anyone entitled to possession of the Property under this Agreement.
3. **“Joint and Several”** is where the Tenant is more than one person the Tenant’s covenants are joint and several. The expression “joint and several” means that jointly the Tenants are responsible for the payment of all Rent and liabilities falling upon the Tenants during the Tenancy or any extension of it. Individually each Tenant is also responsible for payment of all rent and liabilities falling upon the Tenants as well as any breach of the Agreement. References to the singular include the plural and references to the masculine include the feminine.
4. **“Property”** means the Property the subject of this Tenancy as defined below together with all items specified in any Inventory and Schedule of Condition, all Fixtures and Fittings, furniture or effects, floor ceiling and wall coverings belonging to the Landlord and in or upon the Property, together with the gardens, paths, fences, boundaries or other outbuildings, garage or parking space (if applicable and unless they have been specifically excluded from the Tenancy) but excluding any other part of the Property specified in this Tenancy Agreement.
5. **“The Building”** shall mean any building of which the Property forms part.
6. **“The Landlord’s Agent”** means «D0000\_11280\_0#Company\_Name» Limited whose registered office is Crowthorne House, Nine Mile Ride, Wokingham, Berks RG40 3GZ (tel: 01344 753130 fax: 01344 753131) and or any other Agent subsequently appointed by the Landlord.
7. **“Fixtures and Fittings”** includes all of the Landlord’s furniture, furnishings, sanitary ware, decorative features, white goods, other equipment or any floor, ceiling or wall coverings and include anything listed in any Inventory and Schedule of Condition supplied.
8. **“Inventory and Schedule of Condition”** means the document drawn up prior to the commencement of the Tenancy by the Landlord or Inventory Clerk which shall include the Fixtures and Fittings in the Property including all matters specified in the Inventory and Schedule of Condition, a copy of which will be given to the Tenant by the Landlord or the Landlord’s Agent after the checking of the Inventory and Schedule of Condition at the start of the Tenancy.
9. **“Term” or “Tenancy”** References to “the Term” or “the Tenancy” include any extension or continuation of the Agreement or any statutory periodic Tenancy which may arise following the expiry or determination of the period of the Term specified in clause 1.
10. **“Rent”** means the amount payable by the Tenant for the Property as specified in the Particulars.
11. **“A Period of the Tenancy”** means the Rent payment periods as detailed in the Particulars (for example ‘monthly’ with agreed dates).
12. **“Deposit”** means the money deposited by the Tenant with the Landlord or Landlord’s Agent against any failure on the Tenant’s part to comply with the terms of this Tenancy Agreement. The Deposit will be held by the Landlord’s Agent as Stakeholder.
13. **“Stakeholder”** means the Landlord’s Agent holds the Tenancy Deposit and cannot release it until one party or the other becomes entitled to the money by mutual written consent or as determined by an order of the courts or other agreed adjudication.
14. **“Notice Period”** means the amount of notice that the Landlord must give the Tenant and vice versa.
15. **“Notice”** means any notice given in writing.
16. **“Stamp Duty Land Tax”** means the duty payable to the Stamp Office on the signing of this Agreement by the Tenant if the Rent exceeds the threshold.
17. **“Emergency”** means where there is a risk to life or damage to the fabric of the Property or Fixtures and Fittings contained therein.
18. **“Water charges”** include references to water sewerage and environmental service charges.
19. **“Superior Landlord”** includes people or persons to whom the ownership or interest in the Leasehold Property

might revert in the fullness of time.

20. **“Superior Lease”** sets out the legally binding promises your Landlord has made to his Superior Landlord. The promises contained in this Superior Lease will bind the Tenant if he has prior knowledge of those promises.
21. **“Permitted Occupier”** if used in the Agreement, includes any person who is licensed or permitted by the Landlord to reside at the Property together with the Tenant and who does so as a Rent free licensee of the Tenant and who will be otherwise bound by all the terms of this Agreement apart from the payment of the Rent.
22. **“The Policy”** means any insurance policy held by the Landlord for the Property or the Fixtures and Fittings.
23. **“Working day”** excludes a Saturday, Sunday or Bank Holiday.

The Tenant and Landlord agree that the laws of England & Wales shall apply to this Agreement.

DRAFT EXAMPLE

## **THE PARTIES TO THIS AGREEMENT AND THE PROPERTY**

THIS AGREEMENT IS MADE BETWEEN

A. «D0000\_10500\_0#ALL\_LANDLORD\_FULL\_NAMES»  
of «D0000\_10454\_0#LANDLORD\_ADDRESS(COMMA)»  
 (“the Landlord”)

AND

B. «D6\_62\_0#ALL\_TENANT\_FULLNAMES»  
of «D0000\_10458\_0#TENANT\_ADDRESS(COMMA)»  
 (“the Tenant”)

AND IS MADE IN RELATION TO PROPERTY AT:

«D0000\_10452\_0#PROPERTY\_ADDRESS(SPACE)»

THE “PROPERTY”

### **THE MAIN TERMS OF THE TENANCY**

#### **1. TERM OF TENANCY**

The Landlord lets to the Tenant the Property/Premises for a fixed one year period. The Tenancy shall start on and include the «D0000\_10464\_0#Contract\_Start\_Day» day of «D0000\_10465\_0#Contract\_Start\_Month» 20«D0000\_10466\_0#Contract\_Start\_Year» and shall end on and include the «D0000\_10467\_0#Contract\_End\_Day» day of «D0000\_10468\_0#Contract\_End\_Month» 20«D0000\_10469\_0#Contract\_End\_Year».

#### **2. THE RENT**

The Tenant shall pay «D0000\_11280\_0#Company\_Name» £«D18\_5\_0#Agreement\_Rent» [«D0000\_10472\_0#RENT\_IN\_WORDS»] per calendar month, payable in advance. The first payment shall be made to «D0000\_11280\_0#Company\_Name» in cleared funds by the «D0000\_10813\_0#Contract\_Original\_Start\_Da» which is 72 hours prior to the commencement of the Tenancy. Thereafter, payments shall be made on the «D0000\_10464\_0#Contract\_Start\_Day» day of each month.

#### **3. THE DEPOSIT**

The Tenant shall pay to «D0000\_11280\_0#Company\_Name» £«D18\_11\_0#Deposit\_Amount» [«D0000\_10473\_0#DEPOSIT\_IN\_WORDS»] in cleared funds not less than 72 hours prior to the commencement of this tenancy as a Deposit. The Deposit to be held by the Landlord's Agent as Stakeholder. At the end of the Tenancy the Landlord's Agent shall return the Deposit to the Tenant subject to the rules set out in this Agreement.

#### **4. FIXTURES AND FITTINGS**

The Tenancy shall include the Fixtures and Fittings in the Property including all matters specified in the Inventory and Schedule of Condition which will be given to the Tenant at the commencement of the Tenancy or within a reasonable time of commencement.

## DEALING WITH THE DEPOSIT

### The following clauses set out:

- What the Landlord or the Landlord's Agent will do with the Deposit monies paid by the Tenant under clause 3 above;
- What the Tenant can expect of the Landlord or the Landlord's Agent when the Landlord or the Landlord's Agent deals with the Deposit;
- The circumstances in which the Tenant may receive less than the sum paid to the Landlord or the Landlord's Agent as a Deposit at the conclusion of the Tenancy; and
- The circumstances in which other monies may be requested from the Tenant

- 5.1. The Landlord's Agent shall hold the Deposit as Stakeholder and will place the Deposit in a nominated account as soon as reasonably practicable. All interest earned will belong to «D0000\_11280\_0#Company\_Name» Limited.
- 5.2. After the Tenancy the Landlord's Agent is entitled to deduct from the sum held as the Deposit any monies referred to in clause 5.6 of this Agreement. If more than one such deduction is to be made, monies will be deducted from the Deposit in the order listed in clause 5.6.
- 5.3. The Landlord's Agent shall notify the Tenant in writing of any deduction which will be made under the Agreement. That notice shall specify the amounts to be deducted and the reasons for any deductions to be made.
- 5.4. At the end of the Tenancy the Landlord's Agent with the written consent of the Landlord and the Tenant shall return the Deposit subject to any deductions made under the Agreement. If there is more than one Tenant, the Landlord's Agent may return the Deposit by cheque or BACS payment – at their option - to any one Tenant at his last known address.
- 5.5. If the amount of monies that the Landlord or the Landlord's Agent is entitled to deduct from the Deposit under this Agreement exceeds the amount held as the Deposit, the Landlord or the Landlord's Agent may require the Tenant to pay that additional sum to the Landlord or the Landlord's Agent within 14 days of the Tenant receiving that request in writing.
- 5.6. The Landlord or the Landlord's Agent may deduct monies from the Deposit (as set out in clause 5.2) to compensate the Landlord for losses caused for any or all of the following reasons:
  - 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.
  - The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy Agreement, including those relating to the cleaning of the Property, its Fixtures and Fittings.
  - Any damage caused or cleaning required as a result of any pets occupying the Property (whether or not the Landlord consented to its presence as set out in clause 19.1).
  - Any sum repayable by the Landlord or the Landlord's Agent to the local authority where housing benefit has been paid direct to the Landlord or the Landlord's Agent by the local authority.
  - Any other breach by the Tenant of the terms of this Agreement.
  - Any instalment of the Rent which is due but remains unpaid at the end of the Tenancy.
  - Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable.
- 5.7. The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Landlord's Agent holds the Deposit or any part of it.
- 5.8. If the Landlord sells or transfers his interest in the Property the Tenant shall consent to the transfer of the Deposit (or the balance of the Deposit) to the purchaser, the transferee or the agent of the purchaser or transferee. The Landlord or the Landlord's Agent shall then be released from any further claim or liability in respect of the Deposit (or any part of it).

## AT THE END OF THE TENANCY

- 6.1. The Landlord/Landlord's Agent must tell the Tenant as soon as possible if there are any proposed deductions from the Deposit.
- 6.2. If there is no dispute the Landlord's Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Tenancy Agreement. Payment of the Deposit or any balance of it will be made within 10 days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- 6.3. The Tenant should try to inform the Landlord's Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Landlord's Agent as due from the Deposit within 30 days after the termination or earlier ending of the Tenancy and the Tenant vacating the Property.
- 6.4. In the case of any dispute or after a period of 90 days from the end of the Tenancy the parties shall pursue their claim through the county court system or for claims of excess of £15,000 shall appoint and meet the costs of an arbitrator appointed by the President of the Chartered Institute of Arbitrators. Any award given by the arbitrator shall be final and binding on the parties and shall be in lieu of any other remedy.

## OBLIGATIONS OF THE TENANT

The following clauses set out what is expected of the Tenant during the Tenancy in addition to the main terms of the Tenancy Agreement. If any of these terms are broken, the Landlord may be entitled to deduct monies from the Deposit, as set out in the Agreement, claim damages from the Tenant, or seek the court's permission to have the Tenant evicted from the Property because of the breach.

## GENERAL

- 7.1. Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing.
- 7.2. To be responsible and liable for all the obligations under this Agreement as a joint and several Tenant if applicable, as explained in the Definition of the Tenant.

## PAYING RENT

- 8.1. To pay the Rent as set out in clause 2 of this Agreement whether or not it has been formally demanded. The Rent shall be paid by the Tenant by Standing Order Mandate to National Westminster sort code: «D0000\_11282\_0#Office\_Default\_Bank\_Account»  
Account number: «D0000\_11281\_0#Office\_Default\_Bank\_Account» in the name of «D0000\_11280\_0#Company\_Name» (UK) Limited.
- 8.2. To pay interest on any payment of Rent not made as set out in clause 2 of this Agreement. Interest shall be payable from the date on which the Rent was due until the date on which the Rent is actually paid. The interest rate will be 3% above the Bank of England Base Rate.

## FURTHER CHARGES TO BE PAID BY THE TENANT

- 9.1. To pay the Council Tax (or any similar charge which replaces it) in respect of the Property either directly to the local authority, or by paying that sum to the Landlord where the Landlord has paid that sum to the local authority (whether legally required to do so or not) within 14 days of receiving a written request for such monies.
- 9.2. To pay all charges falling due for the following services used during the Tenancy and to pay such proportion of any standing charge for those services as reflects the period of time that this Agreement was in force:
  - gas
  - water (including sewerage and other environmental services)
  - the emptying of septic tanks or cesspits
  - electricity
  - any other fuel charges
  - telecommunications including broadband, ADSL lines, cable and satellite if applicable
  - television license
- 9.3. To compensate the Landlord in damages for all reasonable costs and expenses awarded by the court or incurred by the Landlord for the following:
  - recovering or attempting to recover any Rent or other monies in arrears or possession of the Property;

- the enforcement of any reasonable obligation of the Tenant under this Agreement or recovery of any reasonable loss suffered by the Landlord as a result of the Tenant's breach of such obligation;
- the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord resulting from misuse or negligence or accidental damage by the Tenant, his family or his visitors;
- the service of any Notice relating to any major breach of this Agreement whether court proceedings are brought;
- any re-letting costs or commission incurred by the Landlord if the Tenant vacates the Property early apart from according to a break clause;

9.4. To pay the television license regardless of the ownership of the transmission equipment.

## GREEN DEAL

- 10.1. To pay all Green Deal finance payments where applicable, with the energy service provider during and at the end of the Tenancy for payments due in respect of the Term of the Tenancy. The Tenant acknowledges that certain terms of the Green Deal plan that have been disclosed to the Tenant prior to the start of the Tenancy are binding on the Tenant for the Term of the Tenancy.
- 10.2. Not to sign any Green Deal plan or enter into any finance for the installation of energy saving measures at the Property during the Tenancy without the prior written consent of the Landlord or the Landlord's Agent.

## NOTICES

11. To forward any Notice orders or proposals affecting the Property or its boundaries to the Landlord or the Landlord's Agent promptly upon it coming to the attention of the Tenant.

## THE CONDITION OF THE PROPERTY: REPAIR, MAINTENANCE AND CLEANING

- 12.1. To take reasonable care of the Property and the Fixtures and Fittings and not to intentionally alter or damage the inside or the outside of the Property or the decorative order and condition throughout the Term. The Tenant is not responsible for the following:
- fair wear and tear
  - any damage caused by fire unless that damage was caused by something done or not done by the Tenant or any other person residing, sleeping in or visiting the Property
  - repairs for which the Landlord has responsibility (these are set out in this Agreement).
- 12.2. To inform the Landlord or the Landlord's Agent in writing immediately of any repairs or other matters falling within the Landlord's obligations to repair the Property as set out in this agreement including any lack of condition at the Property. The Landlord or the Landlord's Agent will reply in writing within fourteen days.
- 12.3. To keep the Property and Fixtures and Fittings clean and tidy throughout the Term and to clean or pay for the professional cleaning of the Property at the end of the Tenancy to the same specification to which the Property and Fixtures and Fittings were cleaned prior to the start of the Tenancy this shall include any carpets that were brand new at the commencement of the Tenancy.
- 12.4. To test all smoke alarms and carbon monoxide detectors in the Property on a regular basis and to notify the Landlord or the Landlord's Agent promptly of any defect or lack of repair. To avoid doubt it is the responsibility of the Tenant to ensure that batteries are operational in the smoke alarms and carbon monoxide detectors at all times; and to replace any battery promptly when it becomes defective or reaches the end of its useful life; and to make and keep a record of the tests noting down the time and the date of the testing and the current satisfactory operational state of the alarms and detector.
- 12.5. To replace or have replaced as appropriate light bulbs, fluorescent tubes and fuses etc. as and when necessary during the Tenancy and ensure that all light bulbs, fluorescent tubes and fuses are in place and in working order at the end of the Tenancy.
- 12.6. To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of the Tenant or caused by accidental damage by the Tenant, his family or his visitors.
- 12.7. To take all reasonable precautions to prevent damage occurring to any pipes or other installations in the Property that may be caused by frost or freezing temperatures, provided the pipes and other installations have been insulated by the Landlord prior to the Tenancy.

## CONDENSATION AND VENTILATION

- 13.1. To take adequate precautions to avoid condensation causing damage. Bedrooms, kitchens and bathrooms are the rooms in a Property most susceptible to condensation damage.

Water vapor created by drying washing indoors, kettles, showering/bathing, cooking and tumble drying **MUST BE**

**ALLOWED TO ESCAPE** from the confines of the room in order to avoid it settling on the coldest wall/window and then turning back into water. This in turn will gradually become black.

**OPENING A WINDOW IN SUSCEPTIBLE ROOMS FOR NOT LESS THAN 15 MINUTES A DAY WILL ALLOW WATER VAPOUR TO ESCAPE.**

Condensation is generally not the fault of the Property. Please **ENSURE** the following guidelines are followed: -

- Keep the doors closed as much as possible between the kitchen and other rooms and hall whilst cooking, boiling water and washing and drying clothes.
- Keep the kitchen window open even if it is cold outside when you are washing or drying clothes. It is very important to allow moist air to escape to the open air if condensation is to be avoided.
- Always close the bathroom door while the bath is being filled. Running a little cold water into the bath before the hot water is turned on will lessen the amount of steam produced. Ventilate the bathroom by opening a window, if possible, whenever the bathroom is in use and always after the bathroom has been used. If your bathroom has mechanical ventilation, ie. A FAN, ensure that the grills are kept clear.
- If for any reason the kitchen or bathroom doors cannot be kept closed when they are in use, the doors of other rooms and in particular unheated bedrooms should be shut.
- Avoid drying washing indoors as far as possible. If you have a tumble drier always use a ventilation pipe to the outside air, as unvented driers are a major source of condensation.
- Do not hang damp clothing or put wet shoes in cupboards for they will not dry properly and the dampness will encourage mould to grow on them. For the same reason, do not pack clothing tightly in cupboards.
- Good ventilation in your home is important. Try to keep a fanlight (top window) at least partly open in each room.
- Keep your home as warm as you can for the warmer it is, the less likely it will suffer from condensation provided the rooms are adequately ventilated.
- In any dwelling take care that furniture does not touch the walls, because air cannot circulate properly and keep wall surfaces behind free from condensation.
- If the walls of your kitchen or bathroom are painted in gloss paint, condensation will quickly show on them whenever the rooms are in use, but the moisture can be wiped away and it is unlikely to cause mould growth. However, mould growth should occur on any surface, make sure it is completely killed off by thoroughly cleaning the surfaces with an antiseptic or fungicidal solution. The purpose of cleaning surfaces affected with an antiseptic or fungicidal solution is to kill any mould spores that may have roots in the plaster under the decorations, for if their roots are not killed, the mould will soon reappear whether or not you have redecorated the walls.
- If you are out during the day, you should try to maintain a safe heating appliance in operation even though it is on a low heat. Otherwise during cold weather when you come in and start cooking, washing and heating the rooms to a comfortable temperature condensation will form very rapidly on the cold surfaces.

- 13.2. To make good, or pay for, any failure by the Tenant or occupier to comply with the obligations set out in this section of this Agreement.
- 13.3. To clean the inside and outside of the easily accessible windows regularly and at the end of the Tenancy provided they were cleaned at the start of the Tenancy as shown in the Inventory and Schedule of Condition.
- 13.4. To have all chimneys and flues (if any) thoroughly swept and cleaned as often as necessary and within one month prior to the termination of the Tenancy and provide a certificate to so verify.
- 13.5. To take reasonable precautions to keep all gutters, sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts free of obstruction.
- 13.6. To clear any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Property, if the blockage is caused by the negligence of, or the misuse by the Tenant, his invitees family or any visitors.
- 13.7. To take all reasonable precautions to prevent any infestation at the Property and to procure a professional de-infestation of the Property, its furniture and effects should an infestation occur after a period of one month from the commencement of the Term and to provide the Landlord's Agent with a certificate as to such de-infestation but this does not require the Tenant to be responsible for any infestation of the structure of the Property.
- 13.8. Where the Tenant is required to carry out repairs or other works under this Agreement the Landlord will give the



Tenant written notice of those repairs so that the Tenant can elect whether to carry out such work within a reasonable time; or to request the Landlord to carry out the work at the Tenant's expense, provided that the Tenant shall make payment to the Landlord's agent of a reasonable sum in respect of the estimated cost of such works. Where this obligation has not been met, the Landlord may enter the Property with workmen, provided he has given the Tenant at least 24 hours' notice in writing, to carry out such repairs or other works and may claim the reasonable cost of such work from the Tenant as damages for breach of this Agreement.

- 13.9. The Tenant will not request the Landlord's Agent instruct any contractor to visit the Property as a result of the Tenant's negligence or misuse and any charges for such a visit and/or for missed contractual appointments and the Landlord may claim the reasonable cost of visits from the Tenant as damages for breach of this Agreement.

## **INSURANCE**

- 14.1. Not to do anything which might cause the Landlord's policy of insurance on the Property or on the Fixtures and Fittings, [a summary of the relevant insurance requirements having been provided with this Agreement], to become void or voidable or causes the rate of premium on any such policy to be increased. The Tenant will pay damages to the Landlord for breach of this Agreement in respect of increased premium and all reasonable expenses incurred by the Landlord in or about any such renewal of such policy rendered necessary by breach of this provision.
- 14.2. To inform the Landlord or his Agent of any loss or damage to the Property or Fixtures and Fittings within a reasonable time of the damage coming to the notice of the Tenant.
- 14.3. To provide the Landlord or his Agent with details of such loss or damage within a reasonable time of that loss or damage having come to the notice of the Tenant.
- 14.4. To agree the Tenant is warned that the Tenant's belongings, furnishings and equipment within the Property are not covered by any insurance policy maintained by the Landlord and there is no provision for occupiers' liability insurance.

## **ACCESS AND INSPECTION**

- 15.1. To allow the Landlord (or any Superior Landlord) his agent or any professional adviser authorised by the Landlord to enter the Property with or without workmen and with all necessary equipment. Other than in the case of an Emergency, the Landlord shall give the Tenant not less than 24 hours' written notice. The Tenant is only required to allow such access for the following:
- the Tenant has not complied with a written notice under clause 13.8 of this Agreement and the Landlord wishes to enter the Property in accordance with that clause
  - the Landlord seeks to carry out work for which the Landlord is responsible (those responsibilities are set out in clause 33.3 of this Agreement)
  - the Landlord wishes to inspect the Property
  - to enable the Landlord or the Landlord's Agent to comply with statute
  - Any gas safety or electrical safety checks
- 15.2. During the last two months of the Tenancy, allow access to the Property to the Landlord's Agent and any estate or Letting agents together with any prospective buyer, mortgagee, their surveyors or future Tenant at all reasonable times during normal working hours of the Agent upon giving 24 hours written notice made by any person who is or is acting on behalf of a prospective purchaser or Tenant of the Property and who is authorised by the Landlord or the Landlord's Agent to view the Property.
- 15.3. During the last two months of the Term, permit the Landlord's Agents or any estate agents' notices or boards to be affixed to the Property.

## **ASSIGNMENT**

- 16.1. Not to assign, sublet, part with, or share the possession of all or part of the Property with any other person without the Landlord's consent, which shall not be unreasonably withheld.
- 16.2. Not to take in lodgers or paying guests or permit any person other than the person(s) named as the Tenant in this Agreement and any permitted children to occupy or reside in the Property unless the Landlord has given consent, which shall not be unreasonably withheld.
- 16.3. Not permit any visitor to stay in the Property for a period of more than three weeks within any three month period.
- 16.4. Upon request, provide the Landlord or the Landlord's Agent with documentation to confirm the right of abode in the United Kingdom for the Tenant or any occupant of the Property over eighteen years of age.

## **USE OF THE PROPERTY**

- 17.1. To use the Property for the purpose of a private residence only in the occupation of the Tenant and their immediate family and not for business purposes.

- 17.2. Not to remove the Fixtures and Fittings of the Property or to store them in any way or place within or outside the Property that may reasonably lead to damage to the items or to the items deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy.
- 17.3. Not to use the Property for any immoral or illegal purpose.
- 17.4. Not to register a company at the address of the Property.
- 17.5. Not to operate a business trade or profession from the Property.
- 17.6. Not commit or allow the commission of any act which could lead to the prosecution of the Landlord or Landlord's Agent under the Misuse of Drugs Act 1971 (or any statutory enactment which replaces or modifies same) nor bring, keep or permit the keeping of any unlawful drugs or prohibited substances in the Property.
- 17.7. Not to smoke, vape or smoke e-cigarettes or permit any other resident in the Property or any guest or visitor to smoke tobacco, vape or smoke e cigarettes or any other substance in the Property or to burn or allow any other person to burn any candles, incense sticks (or similar) without the Landlord's prior written consent. If in breach of this clause, the Tenant will be in breach of this Agreement and liable for or to compensate the Landlord in damages for the cleaning of the carpets to a professional standard and the cleaning of the curtains by whatever method is specified for the type of curtain material and the washing down of walls and redecoration if necessary to rid the Property of the odour of nicotine, incense, or any other substance caused by the Tenant or any visitor to the Property and to restore the interior to the condition described in the Inventory and Schedule of Condition if damaged through unauthorised use of candles, incense sticks, (or similar) or smoking in the Property.
- 17.8. Not to use the Property or allow others to use the Property so as to cause a nuisance, annoyance, or cause damage to any neighbouring, adjoining or adjacent Property or the owners or occupiers thereof. This shall include any nuisance caused by noise.
- 17.9. Not to decorate or make any alterations or additions to or in the Property without the prior consent of the Landlord.
- 17.10. Not to place any aerial, satellite dish, notice, advertisement, sign or board on or in the Property without the prior consent of the Landlord.
- 17.11. To procure to a reasonable and proper standard the removal and disposal of any item described in 17.10 and the repair of any damage done as a result of a breach of clause 17.10 above or if a satellite dish, notice, advertisement, sign or board is erected with the consent of the Landlord.
- 17.12. Not to keep any dangerous or inflammable goods, materials or substances in or on the Property, apart from small quantities of fuel, and other items, stored in a safe manner, required for general domestic household use.
- 17.13. Not to barbecue in or on the Property if the Property is subject to a Superior Lease including in any communal outside space or garden, balcony or roof terrace.
- 17.14. Not to hold or allow any sale by auction at the Property.

## **UTILITIES**

### **THE TENANT WILL:**

- 18.1. To notify the suppliers of gas, water, electricity and telephone services to the Property that this Tenancy has started and to apply for the accounts for the provision of those services to be sent in the name of the Tenant.
- 18.2. Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Property. This includes the installation of any pre-payment meter.
- 18.3. To inform the Landlord of any change of telephone number within 7 days of the Tenant being given the new number.
- 18.4. To immediately procure the re-connection of any service (including any arrears of payment) following disconnection of such services whether caused by the Tenant's failure to comply with clause 9.2 or by anything done or not done by the Tenant.
- 18.5. To permit the Landlord or the Landlord's Agent at the termination or earlier ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of the service providers set out in clause 18.1 and to the local authority.
- 18.6. To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Property.
- 18.7. Pay all outstanding accounts with the utility service providers during and at the end of the Tenancy.

- 18.8. The Tenant agrees that all accounts for gas, electricity, water and Council Tax will be transferred to the Tenant's name for the duration of the Tenancy.
- 18.9. On commencement of the Tenancy the intention will be for the gas and/or electricity to be provided by SSE. However, this will not prevent the Tenant from changing to a different energy supplier if desired.
- 18.10. The Tenant agrees that the Landlord's agent may pass on the Tenant's name and contact details (including telephone number and email address) to SSE to ensure SSE have the correct details to register the energy supplies at the Property and set up an account in the Tenant's name.
- 18.11. SSE will pass the Tenant's name and contact details to the relevant local authority and incumbent water supplier to inform them who is now responsible for the Property.
- 18.12. SSE will use the Tenant's details only for the purposes set out above and not in any other way. SSE will comply with its obligations as a data controller in accordance with the General Data Protection Regulation and will handle Tenant data in the manner set out in SSE's privacy notice ([sse.co.uk/privacy](http://sse.co.uk/privacy)).
- 18.13. Where SSE passes data to the relevant local authority or water supplier, it is acting as a data processor on behalf of the Landlord's Agent.

### **ANIMALS AND PETS**

- 19.1. Not keep any animals, birds, reptiles or pets of any description in the Property without the prior written consent of the Landlord or Landlord's Agent such consent not to be unreasonably withheld or withdrawn.
- 19.2. Where such consent is given the Tenant will pay to the Agent a fee to amend this agreement in accordance with the Agent's published scale of fees.

### **SPECIAL CLAUSES**

- 20.1. To procure that the Property to be cleaned to a professional standard and carpets, curtains and furnishings to be cleaned, by a pest control company, with de-infestation cleaner at the end of the Tenancy, in addition to any obligation under clause 12.3 of this Agreement. The Tenant will compensate the Landlord in damages for any loss suffered due to the failure to clean or have cleaned the Property to such standard or due to the presence of fleas in the Property.
- 20.2. To keep any animal permitted under control during the Tenancy.
- 20.3. To clean the garden of the Property of all fouling, during, and at the end or earlier termination of the Tenancy.
- 20.4. To keep the animal under control and to take all reasonable steps to prevent the animal fouling the cultivated gardens of adjoining properties.

### **LEAVING THE PROPERTY EMPTY**

- 21.1. To notify the Landlord or the Landlord's Agent before leaving the Property vacant for any continuous period of 21 days or more during the Tenancy.
- 21.2. To comply with any conditions set out in the Landlord's Policy of Insurance relating to empty Property, a copy of the policy and Schedule of Insurance having been provided. This provision shall apply whether or not the Landlord has been or should have been notified of the absence under clause 21.1 of this Agreement.
- 21.3. To run all taps in sinks, basins and baths, flush lavatories and run any showers for at least twenty minutes upon taking up occupation and after the property has been vacant for any period of seven days or more, to reduce any risk against Legionella.

### **LOCKS AND SECURITY**

- 22.1. Not to install or change any locks in the Property and not to procure the cutting of additional keys for the locks previously installed without the Landlord's prior written consent, such consent not to be unreasonably withheld.
- 22.2. If, in breach of this Agreement, any additional keys are made the Tenant shall provide these to the Landlord together with all remaining original keys at the expiration or sooner termination of the Tenancy and in the event that any keys have been lost, pay to the Agent such charges as set out in the Agent's published scale of fees.
- 22.3. If any lock is installed or changed in the Property without the Landlord's prior written consent, then to remove that lock if required by the Landlord and to make good any resulting damage.
- 22.4. Where due to any act or default by the Tenant it is reasonable for the Landlord to replace or change the locks in the Property or the Building, the Tenant shall indemnify the Landlord in damages for any reasonable costs that maybe incurred.

- 22.5. To return all keys, remote controls, or other security devices to the Landlord or the Landlord's Agent, at the end of the Tenancy whether before or after the Term of this Agreement and to pay the reasonable cost of replacement remote controls or other security devices that have been lost or not returned, at the end, or earlier termination of the Tenancy.
- 22.6. To use all security bolts and locks on all windows and doors and the security alarm (if applicable), on any occasion that the Property is left vacant.
- 22.7. Where the Tenant, his family or visitors have accidentally or negligently set off the burglar alarm (if applicable) to immediately arrange with the applicable alarm company at their own expense for the alarm to be repaired or reset as required.
- 22.8. Inform the Landlord or the Landlord's Agent of any change to the alarm code within 2 days of any such change.

### **CAR PARKING SPACE**

- 23.1. To park private vehicle(s) only at the Property and to park in the space allocated to the Property, if the Tenant is allocated a car parking space.
- 23.2. To park in the garage or the driveway to the Property if applicable.
- 23.3. To keep any garage, driveway, or parking space free of oil and to pay for the removal and cleaning of any spillage caused by a vehicle of the Tenant, his family, contractors or visitors.
- 23.4. To remove all vehicles belonging to the Tenant, his family or visitors at the end of the Tenancy.
- 23.5. Not to park any vehicle at the Property that is not in road worthy condition and fully taxed.

### **GARDEN**

- 23.1. To keep gardens, window boxes or grounds in good order; the paths tidy, the grass cut and borders free from weeds and in the same style and condition as at the commencement of the tenancy although it is agreed that this obligation does not require the Tenant to top lop, prune or trim any tree, bush or shrub.
- 23.2. To cut the grass regularly during the growing season.
- 23.3. Not, alter the existing design, content or layout of the garden or grounds without the prior written consent of the Landlord or Landlord's Agent and will water all plants during any dry periods subject to any restrictions relating to the watering of gardens imposed by the relevant local water supplier.
- 23.4. Keep the garden patio or decking (if any) clear and free from any surface deposits, such as algae and moss during the Tenancy.
- 23.5. Not permit, keep or bring into the garden or grounds portable buildings, vans, commercial vehicles, boats, huts or sheds without the prior written consent of the Landlord or Landlord's Agent, which cannot be unreasonably withheld.

### **HOUSE PLANTS**

24. For the avoidance of doubt the Tenant will not be under any obligation to pay for or to replace any house plants that have been left in the Property which have died.

### **REFUSE**

- 26.1. To remove all rubbish from the Property both during and at the end of the Tenancy by placing it in a plastic bin liner in the dustbin or receptacle provided.
- 26.2. To dispose of all refuse through the services of and comply with the regulations made by the local authority.

### **SUPERIOR LEASE**

- 27.1. To comply with all the conditions of any Superior Lease of which the Tenant has been given notice prior to signing this Tenancy Agreement, under which the Landlord owns the Property (if applicable) save for the payment of ground rent and maintenance charges, and to perform any covenants in the Superior Lease.
- 27.2. Agree to enter into any Agreement, Deed of Covenant or License with the Superior Landlord agreeing to observe and perform the covenants of the Superior Lease if reasonably required to do so.

## **ENERGY PERFORMANCE CERTIFICATE (“EPC”)**

- 28.1. To confirm that the Tenant has been provided with a Certificate which satisfies the requirements of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 prior to the signing of this Agreement.
- 28.2. Upon receipt of 24 hours prior written notice allow access to all appropriate areas of the Property to any Domestic Assessor appointed by the Landlord or the Landlord’s Agent for the purposes of carrying out a Domestic Energy Report.

## **INVENTORY AND SCHEDULE OF CONDITION, CHECK OUT AND END OF THE TENANCY**

- 29.1. To return a signed copy of the Inventory and Schedule of Condition (if applicable) within 5 days of the commencement date of the Tenancy with any written amendments or notes. If the Tenant does not do so then the Inventory and Schedule of Condition dated as at the Commencement of the Tenancy shall stand as a true record of the Condition of the Property and will be used to assess all damage for Check-out purposes at the end of the Tenancy. The Tenant must inform the Landlord’s Agent if a copy of the Inventory and Schedule of Condition is not received within 5 days of the Commencement of the Tenancy.
- 29.2. To remove all refuse and rubbish belonging to the Tenant at the end of the Tenancy and dispose of it in the receptacle provided or arrange and pay for its disposal by the local authority at the end of the Tenancy.
- 29.3. To remove all belongings, personal effects, foodstuffs or equipment of the Tenant from the Property at the end of the Tenancy.
- 29.4. Give up the Property at the end of the Tenancy with vacant possession, within normal office hours at a time agreed with the Landlord or Agent in accordance with the Terms of the Tenancy Agreement and in particular the requirements as to repair and decoration and make good, repair, replace (with the prior written approval of the Landlord or the Landlord’s Agent) or pay for as necessary, or at the option of the Landlord to compensate for any furnishings, furniture, equipment which is broken, lost, damaged or destroyed and to deliver all keys to the Property to the Landlord or the Landlord’s Agent.

## **FURTHER CONDITIONS TO BE KEPT BY THE TENANT**

- 30.1. Prior to the expiry of the Tenancy notify the Landlord’s Agent of a forwarding address for the Tenant at which the Tenant intends to reside and in lieu thereof the Landlord’s Agent shall be entitled – at the Tenant’s expense - to instruct enquiry agents to obtain such address and trace the Tenant if required. The Tenant hereby agrees that the forwarding address may be disclosed to the Landlord’s solicitors and other advisors and to all utility companies and Council Tax authorities at the end of the Tenancy.
- 30.2. To comply with any requirements of the local authority for collection of recycling and/or garden waste.
- 30.3. To regularly top up any water softener left at the Property with the correct salts at the Tenant’s own expense.
- 30.4. To not introduce into the Property any portable heaters fired by liquid or bottled gas fuels.
- 30.5. In order to comply with the Gas Safety Regulations, it is necessary:
  - (a) That any ventilators provided for this purpose in the Property should not be blocked
  - (b) That brown or sooty build-up on any gas appliance should be reported immediately to the Landlord or Agent

## **TENANT’S APPLIANCES**

- 31.1. To not install any gas appliances or electric appliances that require hard wiring in the Property without the prior written consent of the Landlord or the Landlord’s Agent.
- 31.2. To have any gas appliances installed and disconnected by a Gas Safe registered engineer only and provide a copy of the receipted invoice to the Landlord or the Landlord’s Agent promptly after installation and disconnection which will include a statement that the installed is a member of Gas Safe and quoting the relevant registration number.
- 31.3. To have any electrical appliances that require hard wiring installed and disconnected by an electrician who is a member of an approved scheme only and provide a copy of the receipted invoice to the Landlord or the Landlord’s Agent promptly after installation and disconnection which will include a statement that the electrician is a member of an approved scheme and quoting the details of the relevant scheme and registration number.

## **THE IMMIGRATION ACT - RIGHT TO RENT**

32. Upon request, provide the Landlord or the Landlord’s Agent with documentation to confirm right of abode in the United Kingdom. Right to Rent checks have been undertaken for the Tenant and any occupant of the Property over eighteen years of age.

## FURTHER CONDITIONS TO BE KEPT BY THE LANDLORD

The following clauses set out what can be expected from the Landlord during the Tenancy in addition to the main terms. If any of these terms are broken, the Tenant may be entitled to claim damages from the Landlord, or ask a court to make the Landlord keep these promises.

- 33.1. To allow the Tenant to peaceably hold and enjoy the Property during the Tenancy without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.
- 33.2. To ensure that all necessary consents to enable the Landlord to enter this Agreement have been obtained (whether from Superior Landlords, mortgagees, insurers, or others).
- 33.3. To comply with the obligations to repair the Property as set out in sections 11 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988 and 1996). These sections impose on the Landlord obligations to repair the structure of the Property and exterior (including drains, gutters and pipes) and certain installations for the supply of water, electricity, gas and sanitation (including basins, sinks, baths and sanitary conveniences) and for space heating or water heating but not other fixtures, fittings, and appliances for making use of the supply of water and electricity. This obligation arises only after notice has been given to the Landlord by the Tenant as set out in clause 12.2 and to reply to any written request or notification from the Tenant within fourteen days of a written submission and to carry out any necessary work to remedy the defect within a reasonable time of being notified.
- 33.4. To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated in clause 33.3 above.
- 33.5. To insure the buildings and contents of the Property under a general household policy to include letting, with a reputable insurer and to provide, upon reasonable request, a copy of the relevant insurance certificate and policy to the Tenant.
- 33.6. To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Fittings, unless this obligation has been excluded by individual negotiation between the parties or unless such repair is occasioned by fault, negligence or misuse by the Tenant, his family or their visitors – where it shall be the Tenant's responsibility to procure such repair and/or replacement.
- 33.7. To ensure that all the furniture and equipment within the Property complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 33.8. To ensure that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Landlord Gas Safety Record will be given to the Tenant at the start of the Tenancy.
- 33.9. To ensure that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, Plugs and Sockets, etc. (Safety) Regulations 1994 and also Part P Building Regulations January 2005.
- 33.10. To ensure that any electrician carrying out electrical work at the Property is a member of an approved scheme.
- 33.11. To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Property are held under a Superior Lease. To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.
- 33.12. To pay, cover and compensate the Tenant for all tax assessments and outgoings for the Property apart from those specified as the obligations of the Tenant in this Agreement.
- 33.13. To pay for the making of, or to compile, or to arrange and pay for a fully comprehensive Inventory and Schedule of Condition to be compiled prior to the commencement of, and at the end of the Tenancy.
- 33.14. To pay for the cost of checking the Inventory at the commencement and termination of the Tenancy.
- 33.15. In the absence of a working television aerial at the Property, meet the cost of the professional installation and maintenance of such an aerial in order that the Tenant may receive standard free to view television always provided the installation of such an aerial is permitted on the Property or the Building and is in accordance with any relevant planning regulations imposed by the Local Authority.

## GREEN DEAL

- 34.1. To confirm that the Tenant has been provided with full written details of any Green Deal finance in accordance with the Section 12(2)(b) of the Energy Act 2011 and Green Deal (Disclosure) Regulations 2012 prior to the start of the Tenancy.

- 34.2. To confirm that the Tenant is only liable for Green Deal finance payments relating to the Term of the Tenancy.
- 34.3. Not to sign any Green Deal plan or enter into any finance for the installation of energy saving measures at the Property during the Tenancy without the prior written consent of the Tenant.

### **SMOKE ALARMS AND CARBON MONOXIDE DETECTORS**

35. To provide a smoke alarm on each storey of the Property and a carbon monoxide detector in any room with a solid fuel burning appliance for any new Tenancy granted which commences on or after October 1 2015 and to have these checked and tested to ensure they are fully operational at the start of the Tenancy and to hold a written record proving that the tests have been carried out.

### **INTERRUPTING OR ENDING THIS AGREEMENT**

The following clauses set out the ways in which this Agreement may be brought to an end by either party. In addition, these clauses set out the procedures which the Tenant or Landlord shall use when the Tenancy is brought to an end.

### **ENDING THE TENANCY AND FORFEITURE**

- 36.1. If at any time:
- 36.2. the Rent, or any part of the Rent remains unpaid for 14 days after coming due, whether formally demanded or not; or
- 36.3. if any Agreement or obligation of the Tenant is not complied with; or
- 36.4. if the Property is left vacant or unoccupied for more than 21 days without the Landlord's consent (as set out in clause 21.1); or
- 36.5. if the Tenant shall become bankrupt, insolvent, go into liquidation or enter into a voluntary arrangement with its creditors or is made the subject of a winding-up order whether compulsory or voluntary; or
- 36.6. The Landlord may give written notice to the Tenant that the Landlord seeks possession of the Property. If the Tenant does not comply with that notice the Landlord will bring this Agreement to an end and re-gain possession of the Property provided he has complied with his statutory obligations by obtaining a possession order from the County Court - if required - and re-entering the Property with the County Court bailiff. When the Bailiff enforces a possession order the Tenancy shall end. This does not prejudice any right that the Landlord may have in respect of the Tenant's obligations under this Agreement.
- 36.7. If the Tenant vacates the Property during the Term but not in compliance with any break clause, the Tenant will remain liable to pay Rent and any other monies payable under this Agreement until the Term expires, or the Property are re-let, whichever is the earlier.
- 36.8. Where the Property is left full of bulky furniture or a large amount of other discarded items belonging to the Tenant, which prevents the Landlord from re-letting, selling or occupying the Property, or making any other use of the Property until the items are removed from the Property; the Tenant shall remain liable for Rent and other monies under this Agreement. The Landlord or the Landlord's Agent may remove, store, or dispose (without liability) of the items after giving the Tenant at least 14 days written notice, addressed to the Tenant at the forwarding address provided by the Tenant; or in the absence of any address after making reasonable efforts to contact the Tenant that they consider the items to be abandoned and the Tenant has failed to collect them.
- 36.9. Where small items are left and they can be easily moved and stored the Landlord may elect to remove them from the Property and store them for a maximum of one month. The Tenant will be liable to pay damages in respect of all reasonable removal and storage charges. However, such charges will only be incurred where the Landlord or the Landlord's Agent has given the Tenant written notice that he considers that items have not been cleared and the Tenant has failed to collect the Property promptly thereafter.

### **INVENTORY AND CHECK OUT**

- 37.1. At the conclusion of the Tenancy, the Landlord or the Landlord's Agent shall arrange for the items contained in the Inventory and Schedule of Condition to be checked. The Tenant shall allow such checks to take place following receipt of notice from the Landlord or the Landlord's Agent.
- 37.2. The Tenant shall allow the items contained in the Inventory and Schedule of Condition to be checked at the conclusion of the Tenancy, such checks to take place following receipt of reasonable notice from the Landlord or the Landlord's Agent.

## INTERRUPTIONS TO THE TENANCY

- 38.1. To agree that Rent shall cease to be payable, if the Property are destroyed or made uninhabitable by fire, or any other risk against which the Landlord's Policy has insured, until the Property are reinstated and rendered habitable; unless the insurance monies are not recoverable (whether in whole or in part) or the damage needs to be made good because of anything done or not done by the Tenant, his family, or his visitors; or the insurer pays the costs of re-housing the Tenant. To avoid doubt between the parties the Landlord has no obligation to re-house the Tenant.
- 38.2. If the Property are not made habitable within one month, unless the Tenant is in breach of clause 38.1 above either party may terminate this Agreement, with immediate effect, by giving written notice to the other party.
- 38.3. On service of a notice to terminate following failure to reinstate within the period specified in 38.2 above, the Term is to cease absolutely, but without prejudice to any rights or remedies that may have accrued to the Landlord or the Tenant and all money received in respect of the insurance effected by the Landlord under this Agreement is to belong to the Landlord absolutely.

## GENERAL DATA PROTECTION REGULATION (GDPR)

- 39.1. Information supplied by the Landlord and the Tenant will be held in accordance with the General Data Protection Regulation (EU 2016/679) (GDPR) and any UK national implementing laws and / or any UK legislation, secondary legislation, or regulations as may be implemented, amended or updated from time to time ("Data Protection Laws"). This information may be used or shared with utility providers, utility notifiers, local authorities, and credit reference providers for account administration, including debt tracing and collection, credit, insurance and rental decisions, legal advisers, contractors, any other interested third party, HMRC or any person investigating a crime. The Landlord's Agent may in certain circumstances, record special categories of data, as defined in the GDPR. Any party is entitled to ask for a copy of any information held. Information may be amended, upon request, if it is found to be incorrect.
- 39.2. Information supplied by the Landlord or the Tenant to the Landlord's Agent will be processed in accordance with the Landlord's Agent's Privacy Policy [[http://www.«D0000\\_11280\\_0#Company\\_Name».co.uk/Privacy-Policy](http://www.«D0000_11280_0#Company_Name».co.uk/Privacy-Policy)].
- 39.3. Personal data may be held outside the EEA.

## NOTICES

- 40.1. The Landlord has notified the Tenant (in accordance with sections 47 and 48 of the Landlord and Tenant Act 1987) that the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord is:  
«D0000\_11280\_0#Company\_Name» «D71\_3\_0#Office\_Address\_Line\_1»  
«D71\_5\_0#Office\_Address\_Line\_3» «D71\_6\_0#Office\_Address\_Line\_4» «D71\_8\_0#Office\_Postcode».
- 40.2. The Tenant shall as soon as reasonably practicable deliver or post on to the address set out in Clause 40.1, any notice or other communication which is delivered or posted to the Property for the Landlord.
- 40.3. Any notice to the Landlord sent under or in connection with this Agreement shall be deemed to have been properly served if:
- 40.3.1. sent by first class post to the Landlord's address given in this Agreement or subsequently varied in writing or
- 40.3.2. left at the Landlord's address given in this Agreement or subsequently varied in writing or
- 40.3.3. sent to the Landlord's Agent email address stated in this Agreement or otherwise provided to the Tenant by the Landlord or the Landlord's Agent.
- 40.4. Any notice sent to the Tenant under or in connection with this Agreement shall be deemed to have been properly served if:
- 40.4.1. sent by first class post to the Property;
- 40.4.2. left at the Property; or
- 40.4.3. sent to the Tenant's email address stated in this Agreement or otherwise provided to the Landlord or the Landlord's Agent.
- If notice is given in accordance with this clause it shall be deemed to have been received:
- 40.4.4. if delivered by hand, at the time the notice is left at the Property address;
- 40.4.5. if sent by first class post, on the second Working Day after posting;



- 40.4.6. if sent by fax, at 9.00 am on the next Working Day after successful transmission; or
- 40.5. if sent by email, at 9.00 am on the next Working Day after sending provided that such is sent to the recipients correct and current email address and there is within 12 hours no rejection of such email or "bounce back" has been received.

## **BREAK CLAUSE**

- 41.1. The Landlord may give the Tenant at least 2 months' notice to take effect after the end of ten months of the Tenancy and which cannot expire any earlier than the end of the first twelve months of the Tenancy or thereafter of his intention of recovering possession of the Property at the end of the notice period. Such Notice must also expire at the end of a relevant period, being the last day of a period of the Tenancy, which is the «D0000\_10477\_0#Tenancy\_Start\_Day\_-1\_Day» of the month. Upon the expiry of this notice this Agreement shall cease except that either the Landlord or the Tenant can pursue their legal remedies against the other for any breach of any pre-existing rights under the Agreement apart from the pre-existing right to a fixed Term contract which is subject to this break clause.
- 41.2. The Tenant, provided that they are not in material breach of the terms of this Agreement, may give the Landlord at least 2 months' written notice not to take effect until after the end of the first ten months of the Tenancy and not to expire any earlier than the end of the first twelve months of the Tenancy or thereafter, of his intention to leave the Property by serving written notice upon The Landlord in accordance with clause 40.3. Such Notice must also expire at the end of a relevant period, being the last day of a period of the Tenancy, which is the «D0000\_10477\_0#Tenancy\_Start\_Day\_-1\_Day» of the month. Upon the expiry of this notice this Agreement shall cease except that either the Landlord or the Tenant can pursue their legal remedies against the other for any breach of any pre-existing rights under the Agreement apart from the pre-existing right to a fixed Term contract which is subject to this break clause.

## **RENT INCREASE**

42. The Landlord can increase the Rent every twelve months on the date on which the Tenancy began ("the Rent Increase Date") .For the avoidance of doubt this means that the Rent will increase on «D0000\_10464\_0#Contract\_Start\_Day» «D0000\_10465\_0#Contract\_Start\_Month» each year. The increase will be 5% in addition to the current Rent payable. The Landlord must serve written notice on the Tenant in accordance with clause 40.4 at least one month prior to the Rent Increase Date ("the Rent Increase Notice"). If the Landlord chooses not to increase the Rent in any year it will not affect the Landlord's right to increase the Rent in any subsequent year of the Tenancy.

## **ACCEPTANCE OF RENT**

43. Acceptance of Rent by the Landlord or the Landlord's Agent shall be at all times without prejudice to and shall not be a waiver of the rights and remedies of the Landlord in respect of any breach of the Tenant's agreements of stipulations contained in this Agreement; and any Rent paid by any third party will be accepted from that person as the Agent of the Tenant and will not confer on the third party any rights as the Tenant.

## **ELECTRICAL REGULATIONS (Not applicable to Welsh Properties)**

44. Electrical Installation Condition Report (EICR)
- 44.1 The Tenant will be provided with an Electrical Installation Condition Report (EICR).
- 44.2 The Tenant acknowledges and accepts that additional electrical safety work may be required.
- 44.3 The Landlord and Tenant confirm they wish the Tenancy to proceed in the full knowledge that these works have not been completed prior to the start of the Tenancy.
- 44.4 The Landlord and Tenant acknowledge and accept the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 require these works to be carried out within 28 days of the report or as stated on the Electrical Installation Condition Report (EICR).
- 44.5 The Tenant will allow access to the Landlord or the Landlord's Agent's contractor to attend to complete the necessary works. Access for the works will be arranged with the Tenant and 48 hours' notice will be provided.
- 44.6 The Landlord agrees that any workmen or contractor involved in these works will at all times act reasonably and responsibly by protecting the work area, remove or carefully store tools and equipment used, remove any rubbish and leave the Premises tidy at the end of the day.
- 44.7 The Tenant agrees that no compensation sums will be made with respect to the works detailed above.

**SPECIALLY NEGOTIATED CLAUSES**

45. «D0000\_10504\_0#Special\_Clauses»

DRAFT EXAMPLE

**IMPORTANT NOTE - SIGNATURES TO THE AGREEMENT**

**\*DO NOT SIGN THIS AGREEMENT IF YOU DO NOT WANT TO BE BOUND BY IT\***

**LANDLORD(s)**

**«D0000\_10500\_0#ALL\_LANDLORD\_FULL\_NAMES»**

Signature (Landlord 1)	
Print Name	

Signature (Landlord 2)	
Print Name	

**TENANT(S)**

**«D6\_62\_0#ALL\_TENANT\_FULLNAMES»**

Signature (Tenant 1)	
Print Name	

Signature (Tenant 2)	
Print Name	

Signature (Tenant 3)	
Print Name	

Signature (Tenant 4)	
Print Name	

Signature (Tenant 5)	
Print Name	

Signature (Tenant 6)	
Print Name	

**IMPORTANT NOTE - SIGNATURES TO THE AGREEMENT**

**\*DO NOT SIGN THIS AGREEMENT IF YOU DO NOT WANT TO BE BOUND BY IT\***

**GUARANTOR**  
(if applicable)

«D0000\_10529\_0#GUARANTOR1\_FULL\_NAME»

Signature	
Print Name	

DRAFT EXAMPLE