

TENANCY AGREEMENT

(2nd edition, July 2020)

AN AGREEMENT signed on _____

BETWEEN

"the Tenant" _____

and

"the (acting) Landlord" _____

WHEREBY IT IS AGREED as follows:

1. The Landlord agrees to let and the Tenant agrees to take the premises known as "allocated bedroom" (hereinafter called "the Premises") together, where applicable, with the furniture now in the premises and described in the inventory hereto (hereafter called "the Furniture")

FOR THE TERM of _____ *months, years /or not fixed term* (circle the agreed option),

AT THE RENT of £_____ for every calendar month of the term payable without deduction or set off in advance and the first such payment to be made on the day of _____ and thereafter on the day of each month.

All payments must be executed to the Landlord's provided bank account.

2. DEPOSIT

The Tenant will pay a deposit in the sum of 50% of monthly rent price. The deposit shall be retained by the Landlord (or his agent) in an interest bearing account (such interest to accrue to the Tenant) as security for performance of the Tenants' obligations and shall be repayable to the Tenant only after deduction of any sums required to compensate the Landlord whether wholly or in part for any breach of obligation on the Tenants' part.

2.1 At the end of the tenancy created by this agreement the Deposit shall be returned to the Tenant less any deductions made by the Landlord in respect of:

- (a) making good any damage to the Property and the Contents except fair wear and tear;
- (b) replacing any Contents missing from the Property;
- (c) paying any outstanding accounts, charges or taxes the Tenant is liable for under the terms of this agreement;
- (d) unpaid Rent;
- (e) any sums expended by the Landlord in remedying any other breach of the Tenant's obligations under this agreement.

2.2 Remaining deposit would be paid back to the former tenant within 14 calendar days after the end of Tenancy.

3. THE TENANT AGREES with the Landlord as follows:

3.1 To pay the rent at the times and in the manner specified without any deduction or set off whatsoever and whether demanded or not.

3.2 If the rent or any other sums due under this Agreement are unpaid for 14 days to pay interest in respect of the period from the date when the payment became due until the date of payment at the rate of 10%.

3.3 Charges for all water, gas and electric consumed, TV license and Council Tax are fully included into monthly room rent cost.

3.4 To use the Property as a private residence for occupation by the Tenants only.

3.5 Not to cause harassment or abuse on grounds of gender, sexual orientation, nationality, disability, race, education or employment position.

3.6 To use the premises in a careful and tenant-like manner and to keep the interior of the premises and all the contents in the same state of repair and condition as they were at the commencement of this Agreement (fair wear and tear and damage by insured risk accepted) and to yield up the premises and all their contents in such good repair and condition at the termination of the tenancy.

3.7 To dispose of all rubbish in an appropriate manner, at the allocated location/bins and at the appropriate time. Rubbish must not be placed anywhere in the common stair at any time.

3.8 To keep cleansed, in proper working order, and free from obstruction, all gutters, sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts exclusively serving or forming part of the premises and not to overload block alter extend or damage any of the drain pipes, wires, cables or any apparatus or installation relating to services at the premises.

3.9 To take all reasonable precautions to prevent any damage to the sanitary apparatus, pipes and heating installations whether by frost, misuse, or otherwise, and to clear any blockages when they occur in any of the sinks, drains, gutters, down pipes, sinks, toilets or waste pipes which serve the premises.

3.10 To preserve and keep in good condition all fixtures, fittings, furniture and effects and prevent them from being destroyed or damaged or removed from the premises and to leave all furniture and effects at the end of the tenancy in the rooms or places and condition in which they were at the date hereof (reasonable fair wear and tear accepted). To keep the fixtures and fittings furniture and effects in a clean and sanitary condition (reasonable wear and tear accepted). To pay the Landlord the cost of replacing all items of furniture, fittings or household effects lost, destroyed or damaged beyond repair (or at the Landlord's option to replace with items of equal value) and to pay the Landlord the cost of repair of all items damaged. The Tenant shall be under no liability for destruction or damage caused by accidental fire.

3.11 At the end of the term to clean/wash or pay for professional cleaning/washing of all carpets, furniture, linen, counterpanes, blankets and curtains (if any) located in the allocated room.

3.12 To keep clean the windows of the premises and replace all broken glass.

3.13 To keep the interior decoration of the property in a clean and presentable state, and to redecorate when reasonably required in the same or similar shades to those applied to the premises at the commencement of this Agreement.

3.14 To take all reasonable steps to prevent any infestation of the premises and to ensure that any infestations are cleared promptly.

3.15 To maintain any garden(s) belonging to the premises, including the regular mowing of any lawns, keeping all flowerbeds free of weeds, and not to cut down or remove any plants trees walls fences or gates without the Landlord's permission.

3.16 To take all reasonable precautions when leaving the premises unoccupied to secure them from unauthorised entry and to protect them from damage by frost, water, fire or other hazards and not to leave the premises unoccupied for more than 7 (seven) consecutive days.

3.17 To pay all costs charges and expenses incurred by the Landlord (including but not limited to costs and fees of the Landlord's solicitors and other professional advisors) in respect of the recovery of any rent or other sums in arrears under the terms of this Agreement, the enforcement of any of the provisions of this Agreement, and the services of any notice relating to breach of the Tenant's obligations under this Agreement.

3.18 To forward all correspondence addressed to the Landlord, and any Notices served by any local or other authority at premises to the Landlord or his agents without delay.

3.19 To notify the Landlord promptly of any defect in the premises or their contents which the Landlord is responsible to repair or maintain under the terms of this Agreement [and, where applicable, to notify the Landlord promptly of any defects in the building of which the premises form part.]

3.20 In the event of loss or damage by fire theft or impact or other causes to immediately inform the Landlord and to give full written details thereof within 3 days in order to enable the Landlord to make an insurance claim.

3.21 To permit the Landlord or his agent, with or without workmen and/or agents, to enter the premises and examine the condition of the premises and the furniture, and (subject to the provisions of clause 6.4 of this Agreement where applicable) in order to carry out any work which may in the opinion of the Landlord be required to the premises, or to neighbouring premises or, where applicable, to any building of which the premises form part, at all reasonable times, by prior appointment except in cases of emergency.

3.22 To permit the Landlord and/or his agent by prior appointment to view the premises with prospective new tenants or buyers on the understanding that all reasonable endeavours will be made to ensure minimum inconvenience to the Tenant.

3.23 To observe all covenants restrictions and obligations imposed upon the Landlord by any superior lease of the premises (except where such items fall within the Landlord's obligations under this Agreement) and to keep the Landlord indemnified against any breaches thereof provided that the Tenant shall not be liable to pay any rent or other sums due under the Landlord's lease.

3.24 Not to hang any pictures or fix anything to the premises without the Landlord's consent.

3.25 Not to block any air vents and to keep all ventilation ducts clean and free from obstruction.

3.26 Not to assign, underlet or part with possession of the premises or any part thereof. No occupier (other than the Tenant) shall be granted any tenancy or any other legal interest in the premises.

3.27 Not to permit the carrying on of any profession, trade or business on or from the premises without Landlord's consent.

3.28 Not to use or permit the use of the premises in such a manner as to cause a nuisance to the owners or occupiers of neighbouring land or premises or of any building of which the premises form part or so as to avoid or make avoidable or increase the rate of premium payable in respect of any policy of insurance of the Landlord in respect of the premises.

3.29 Not to alter or change or install any locks on any doors or windows in or about the Property or have any keys made for any locks or any alteration and/or addition to the premises without the prior written consent of the Landlord.

3.30 Not to tamper or interfere with alter or add to the gas, water or electrical installations or meters serving the premises.

3.31 Not to keep or use any industrial paraffin heater or portable gas heater in the premises and not to store or bring upon the premises articles of a combustible inflammable or dangerous nature.

3.32 Not to leave the Property vacant without properly securing all locks and bolts to the door windows and other openings.

3.33 Not to use any portable domestic gas or electric heaters in the Property without the Landlord's prior written consent.

3.34 Not without prior written consent of the Landlord to keep or allow on the premises any cat, dog or other pet.

3.35 At the expiration or sooner determination of the term to yield up the premises, furniture, fixtures and fittings with vacant possession and in accordance with the Tenant's covenants in this Agreement.

3.36 At the end of the Tenancy to return all given keys, to indemnify the Landlord from, and against, all actions, claims and liabilities in that respect. Or financially compensate the replacement of key lock(s) if

key(s) were lost during the Tenancy or not returned at the end of Tenancy. The key(s) must be given back by hand or dropped in through the letter box at the same property.

3.37 Be aware of local car (or other vehicle) parking locations and its potential fees, and if needed to obtain a car (or other vehicle) parking permit(s) at its own costs.

3.38 Not to do anything that gives the Landlord's insurers of the Property and the Contents any reason to refuse payment or increase premiums.

4. THE LANDLORD AGREES with the Tenant as follows:

4.1 That the Tenant paying the rent and observing all the terms and conditions herein shall peacefully hold and enjoy the premises during the tenancy without any interruption by the Landlord.

4.2 To maintain a comprehensive policy for insurance of the premises and the Landlord's fixtures and fittings therein. The Tenant will be responsible for insuring his or her own personal effects.

4.3 To keep in repair the structure and exterior of the premises (including drains, gutters and external pipes).

4.4 To keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity).

4.5 To keep in repair and proper working order all appliances for cooking, space and water heating and all mechanical or electrical items including all washing machines, dishwashers and burglar alarms provided that this Agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his duty to use the premises, furniture, fixtures and fittings in a tenant like manner and provided that the Tenant shall indemnify the Landlord in respect of the costs of repairs to such installations or items resulting from his misuse.

4.6 To ensure that all furniture and furnishings comply with The Furniture and Furnishings (Fire Safety) Regulations 1988 as amended.

4.7 To ensure that the Gas Safety (Installation and Use) Regulations 1998 have been complied with.

4.8 To ensure that the Electrical Equipment (Safety) Regulations 1994 and the Plug and Socket Regulations 1994 have been complied with.

4.9 To keep the Property insured at all times throughout the tenancy against loss or damage by fire/flood/storm provided that the Landlord's obligation to effect insurance does not extend to any contents belonging to the Tenant.

4.10 Not to cause harassment or abuse on grounds of gender, sexual orientation, nationality, disability, race, education or employment position.

5. PROVISION FOR RE-ENTRY

Provided always that if any of the rent or other sums due under this Agreement are in arrears for 14 days after it has become due (whether formerly demanded or not) or if the Tenant fails to observe any of their obligations or if the Tenant goes into liquidation with his creditors, the Landlord may at any time thereafter re-enter upon the premises or any part thereof and thereupon the tenancy hereby granted shall absolutely determine but without prejudice to any claim of the Landlord (whether for arrears of rent or otherwise) in respect of any breach of the terms of the Agreement.

5.1 If rent is due for 2 (two) calendar months or more, the Tenant shall be deemed to have surrendered the Tenancy and the Landlord is in position to take over the Property and take steps to find another Tenant. All remaining items (personal belongings) of the former tenant would be removed/binning/donated to the

charity. All that would be done without any prior verbal/written notice to the former tenant ("the surrender") and no liability would be held by the Landlord for any lost items/documents.

6. MISCELLANEOUS PROVISIONS

6.1 For the purposes of Section 48 of the Landlord and Tenant Act 1987 the address for the Landlord at which notices (including notices of proceedings) may be served upon him by the Tenant

is: _____

6.2 The premises are subject to a mortgage in favour of (acting) Landlord. The mortgagees may, in certain circumstances, be entitled to exercise the Power of Sale conferred on them by the Mortgage and/or Section 101 of The Law of Property Act 1995. In that event, this Agreement shall be terminated forthwith and the mortgagees, or their lawful successors and assigns may recover possession of the property in pursuance of that Power.

6.3 This Agreement constitutes the entire agreement between the parties relating to the premises, and the parties acknowledge that there are no other oral or written collateral contracts in relation to the premises, and the Tenant has not relied upon any representations made by the Landlord or his agents (other than those provided in any written letting particulars) and that this Agreement may only be altered by a document in writing, signed by both parties and specifically referring to this clause.

6.4 In the event that the Tenant shall be in breach of any of its obligations under clause 3 of this Agreement, the Landlord may serve notice on the Tenant, detailing works required to put right the breach and specifying a reasonable time within which the works specified are to be carried out. If the works are not completed within the specified time frame, the Landlord may enter the premises, carry out the outstanding specified works, and recover the cost from the Tenant as a debt.

6.5 That any payment received from the Tenant may be allocated by the Landlord towards payment of any debt due under this Agreement as the Landlord shall in his absolute discretion direct.

6.6 That in the event of any dispute arising in connection with dilapidations or apportionment of rent, or retention of any deposit monies under this Agreement the Landlord may refer the matter for arbitration by a person to be appointed by the President of Residential Letting Agents and the Arbitrator's decision shall be binding.

6.7 The Landlord and Tenant has the option to terminate this agreement by giving _____ days written notice at the time during the term of the agreement.

6.8 Where the Tenant consists of more than one person, they will all have joint and several liability under this agreement. This means that they will each be liable for all sums due under this agreement, not just liable for a proportionate part.

6.9 It is understood that for the purposes of this lease that words importing the masculine gender shall include the feminine; words importing the singular shall include the plural, and where there are two or more persons included in the expression "the tenant" the obligations and conditions incumbent upon and expressed to be made by "the tenant", including payment of the rent, shall be held to bind all such persons jointly and severally. The Tenant agrees to observe any other Terms and Conditions which may from time to time be made by the Landlord for the good order and management of the Property and such other Terms and Conditions as may be contained in an annexure to this Agreement signed by the parties hereto.

Agreement date _____

SIGNED by the above named (acting) LANDLORD

SIGNED by the above named TENANT
