



Guide to Completing the RentFair Tenancy Agreement

NOTE: Any amendments to the tenancy document should be initialled by both landlord and all tenants and must be agreed *before* the Tenancy is signed

Key Details on First Page

1. *Date Signed*: the date that the document is signed by both Landlord and Tenant. Leave the date blank until the document has been signed.
2. *Parties*: write in here the full names of the landlord and tenant(s).
3. *Property*: the full address of the property to be let
4. *Term*: the length of the tenancy in months and the date the tenancy is to start
5. *Rent*: the rent (per calendar month)
6. *Payable*: write in the date of the month on which subsequent payments will be made. This will normally be the monthly anniversary of the start of the tenancy.
7. *Deposit*: the amount of deposit payable

Electricity, Gas, Telephone etc

Amend paragraphs 7(b) and 7(c) to reflect which utilities the tenant will be responsible for paying. If all utilities are payable by the landlord, simply cross out the applicable clause.

Council Tax

Paragraph 7(n) makes the tenant responsible for Council Tax payments. If council tax is included in the rent, cross out this paragraph.

Pets

Paragraph 7(o) prohibits the tenant from keeping any pets. If you have agreed that pets are allowed, cross out or amend this clause as appropriate.

Smoking

Paragraph 7(p) prohibits smoking in the property. If you have agreed that the tenant and his/her guests may smoke cross out or amend this clause as appropriate.

Break Clause

IMPORTANT: The tenancy agreement contains a break clause in paragraph 11 which applies where the term is 12 months or longer. The clause allows the tenancy to be ended at any time after 6 months. The landlord has to give 2 months' notice to end the tenancy (as required by law); the tenant has to give one month's notice. If you do not want the power to end the tenancy early, you should delete or cross out this clause.

Signature

The agreement must be signed by all parties and it is recommended that the signatures are witnessed by an independent witness, who should write their name and address where indicated.

It is usual for two copies of the tenancy to be prepared. One copy, signed by the tenants, and known as the "Original" is given to the landlord. The other copy, signed by the landlord, is known as the "Counterpart" and is retained by the Tenant.

Once the document has been signed, write in the Date Signed at the top of the first page.