

**TENANCY AGREEMENT**  
**(unfurnished property)**

Assured Shorthold Tenancy  
under Part 1 of the Housing Act 1988 as amended by the Housing Act 1996

**Note:** *This Tenancy contains an optional 6 month Break Clause in Paragraph 12. Please read the accompanying notes before completing this document.*

**Date Signed:** .....

**Parties:** 1. The Landlord : .....

2. The Tenant(s): .....

.....

.....

.....

**Property:** The dwelling known as and situated at .....

.....

**Term:** A term certain of ..... months commencing ..... 20...

**Rent:** £..... per month

**Payable:** in advance by equal monthly payments. The first payment is to be made on the date of signing of this Agreement and subsequent payments on the ..... day of each month thereafter.

**Deposit:** £..... which will be held in accordance with the rules of one of the government-approved Tenancy Deposit Schemes

1. The Landlord lets and the Tenant takes the property for the Term and at the Rent payable as above.
2. This agreement is intended to create an Assured Shorthold Tenancy as defined in section 20 of the Housing Act 1988 (as amended by the Housing Act 1996) and the provisions for the recovery of possession by the Landlord in section 21 thereof apply accordingly.

3. In this Agreement, where the context admits:-
- (a) "The Landlord" includes the persons for the time being entitled in reversion expectant on the tenancy;
  - (b) "The Tenant" includes the person(s) deriving under the Tenant;
  - (c) References to the Property include references to any part or parts of the Property and to the Fixtures in the Property;
  - (d) References to masculine gender include the feminine;
  - (e) References to the singular include the plural;
  - (f) References to "month" mean calendar month.
4. If the Property comprises part only of a building the letting shall include the use (in common with others) of accessways to and from the Property inside the building.
5. If the Property is let to two or more tenants, their obligations to the Landlord shall be joint and several. With regard to the obligation to pay rent, this means that each Tenant may be held liable for payment of the whole rent and not just his or her share.
6. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement and nothing in this Agreement is intended to create rights in favour of any one other than the parties to this Agreement.

### **Tenant's Obligations**

7. The Tenant will:
- (a) Pay the Rent at the times and in the manner specified and will pay interest at a rate of 3 per cent above the prevailing Bank of England rate on any rent arrears which remain unpaid for more than fourteen days. Interest is to be calculated from the date upon which such rent was due to be paid to the date upon which it is actually paid.
  - (b) Pay for all charges and utilities, including any standing or fixed charges, for gas, electricity, water and sewerage which shall be consumed or supplied on or to the Property during the tenancy.
  - (c) Pay for all charges made for the use of the fixed line telephone at the Property during the tenancy.
  - (d) Pay for the Television Licence at the Property (if applicable)
  - (e) Keep the interior of the Property during the Term in as good and clean a state of repair, condition and decoration as the Property is in at the start of the tenancy.
  - (f) Not make any alteration or addition to the Property without the Landlord's written consent and not to erect any external wireless or television aerial or satellite dishes.
  - (g) Yield up the Property at the end of the tenancy in the same clean state and condition as it was in at the beginning of the tenancy, fair wear and tear excepted, and made good, pay for the repair of, or replace all such items of the fixtures of the Property and as are listed on the Inventory (if any) as shall be lost damaged or destroyed during the tenancy.
  - (h) Keep clean the windows of the Property and promptly replace all broken glass.

- (i) Permit the Landlord or the Landlord's agents at all reasonable times and upon giving reasonable notice (except in the event of emergency) to enter the Property to carry out any works of maintenance or repair to the Property or elsewhere which the Landlord may reasonably consider necessary.
  - (j) Not assign, sublet or part with possession of the whole or any part of the Property without the Landlord's written consent.
  - (k) Not carry on any profession, trade or business at the Property and not receive paying guests at the Property and not use the Property for any purpose other than that of a strictly single private residence.
  - (l) Not do or allow to be done on the Property anything which may be a nuisance or annoyance to the Landlord or the Tenants or occupiers of any adjoining premises or which may vitiate any insurance of the Property against fire or otherwise increase the ordinary premium for such insurance.
  - (m) Permit the Landlord or the Landlord's agents at all reasonable hours within the last twenty-eight days of the tenancy to enter and view the Property with prospective tenants with prior notice.
  - (n) Perform and observe any obligation on the part of the Tenant arising under the Local Government Finance Act 1992 or regulations made thereunder to pay council tax and indemnify the Landlord against any such obligation which the Landlord may incur during the tenancy by reason of the Tenant's ceasing to be resident in the Property.
  - (o) Not keep or allow to be kept in the Property any cat dog or other pets.
  - (p) Not to smoke or permit any guests or visitors to smoke tobacco on the premises
  - (q) Not to use the premises, or knowingly allow the premises to be used, for any illegal or immoral purpose
  - (r) Where the Property has a garden, be responsible for the maintenance of that garden and keep it in good seasonal order throughout and to cut the grass at regular intervals as and when necessary.
  - (s) Not to install or change any locks in the Premises (except in an emergency, in which case a key to be provided to the Landlord). If any additional keys are made, the Tenant shall deliver them to the Landlord, together with all remaining original keys, at the end of the Tenancy. If any such keys have been lost, the Tenant will pay to the Landlord on demand any costs incurred by the Landlord in replacing the locks to which the lost keys belong.
  - (t) Unless agreed otherwise, the Tenant will return the Property's keys to the Landlord or the Landlord's agent by midday on the day of vacating the Property, otherwise all costs incurred by the Landlord in gaining entry to the Property will be borne by the Tenant.
8. Should the Tenant be in a situation where he needs to claim Housing Benefit, the Tenant will instruct the Housing Benefit Office to pay any monies direct to the Landlord.

### **Landlord's Obligations**

9. The Landlord agrees with the Tenant as follows:

- (a) To pay and indemnify the Tenant against all assessments and outgoings in respect of the Property (except charges for which the Tenant is expressly responsible under this agreement)

- (b) That, as long as the Tenant pays the rent and performs his obligations under this agreement, the Tenant may quietly possess and enjoy the Property during the tenancy without any disturbance or interruption from the Landlord or any person claiming under or in trust for the Landlord.
- (c) To return to the Tenant any rent payable for any period while the Property is rendered uninhabitable by fire.

### **The Deposit**

- 10. Upon signing this agreement the Tenant shall pay the Landlord a deposit in the amount stated above to be held until the termination of the tenancy. The deposit shall be held in accordance with a government-approved Tenancy Deposit Scheme. Subject to the rules of that Scheme, if the Tenant has not complied with the terms and obligations of this agreement then, without prejudice to any other claims or right the Landlord may have in law, the Landlord shall be entitled to retain such part of that deposit as represents the reasonable cost of compensating him for such breach or non-compliance.
- 11. The Landlord shall not be entitled to claim in respect of any damage to the property or its contents which is due to "fair wear and tear", meaning the normal deterioration over time of the property and its contents whilst the tenant(s) is living in the property and using it in a reasonable and lawful manner in accordance with the terms of this agreement.

### **Break Clause at 6 months for tenancies of a year or more**

- 12. Where the Term is 12 months or greater:
  - (a) The Landlord may terminate the tenancy upon giving not less than two months' notice in writing, such notice not to expire before the expiry of 6 months from the start of the tenancy.
  - (b) The Tenant may terminate the tenancy upon giving not less than one month's notice in writing, such notice not to expire before the expiry of 6 months from the start of the tenancy.

### **Landlord's rights to Repossess the Property**

- 13. Provided that:
  - if the Rent or any instalment or part thereof shall be in arrears for at least fourteen days after it has become due (whether legally demanded or not) or
  - if the Tenant has breached any of the terms of this agreement or
  - if any of the grounds set out in the Housing Act 1988 Schedule 2, grounds 2 or 8 or 10 to 15 inclusive apply

the Landlord may re-enter the Property (subject always to any statutory restrictions on his power to do so) and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord.

**Landlord's Address**

14. The Tenant is hereby notified under section 48 of the Landlord and Tenant Act 1987 that your Landlord's address for the service of Notices (including Notices in proceedings) is as follows:

.....  
.....  
.....

Signed and Executed as a Deed by the following parties:

**Landlord(s)**

Name: .....

Signature:.....

Name: .....

Signature:.....

**Tenant(s)**

Name: .....

Signature:.....

Name: .....

Signature:.....

Name: .....

Signature:.....

Name: .....

Signature:.....

**In the presence of :**

Witness Full Name:

.....

Address: .....

.....

Witness Signature:.....

**In the presence of:**

Witness Full Name:

.....

Address: .....

.....

Witness Signature:.....