

ASSURED SHORTHOLD TENANCY AGREEMENT

IMPORTANT: THIS TENANCY AGREEMENT IS A BINDING DOCUMENT. BEFORE SIGNING IT YOU SHOULD READ IT CAREFULLY TO ENSURE THAT IT CONTAINS EVERYTHING YOU DO WANT AND NOTHING UNACCEPTABLE TO YOU. IF YOU DO NOT UNDERSTAND THIS AGREEMENT OR ANYTHING IN IT, IT IS STRONGLY SUGGESTED YOU ASK FOR IT TO BE EXPLAINED TO YOU BEFORE YOU SIGN IT. YOU MIGHT CONSIDER CONSULTING A SOLICITOR, CITIZENS ADVICE OR HOUSING ADVICE CENTRE.

THIS AGREEMENT is made on BETWEEN

- (1) *(name of landlord)* [of *(address)* (or as appropriate) the registered office of which is at *(address)*] [Company Registration no ...] ('the Landlord') and
- (2) *(name of tenant)* of *(address)* ('the Tenant') and
- (3) *(name of surety)* [of *(address)* (or as appropriate) the registered office of which is at *(address)*] [Company Registration no ...] ('the Guarantor')

1 PARTICULARS

1.1 **Date of Commencement:**

1.2 **The Deposit: £....**

1.3 **The Landlord:** *(insert name of head landlord)* [of *(address)* (or as appropriate) the registered office of which is at *(address)*]

1.4 **The Property:** The flat on the *(insert floor description)* floor of the Building known as *(insert postal address)* [shown [for the purpose of identification only] edged [red] on the plan attached to this agreement] with the rights for the Tenant set out in schedule 1 THE RIGHTS GRANTED and the rights for the Landlord set out in schedule 2 THE RIGHTS RETAINED.

1.5 **The Rent:** £.. month

1.6 **The Term:** [] from and including *(insert commencement date)*.

2 DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this agreement:

- 2.1.1 **'the Agents'** means [(*insert name of managing agents*) of (*insert address of managing agents*) or other] the Landlord's managing agents employed in connection with the management of the Property for the time being;
- 2.1.2 **'the Building'** means the [building (*or as appropriate*) block of flats] known as (*insert postal address*) of which the Property forms part including any common parts, forecourts, parking areas, gardens and land held with it;
- 2.1.3 **'the Contents'** means the furniture, furnishings, fixtures and other items set out in the inventory attached to this agreement, copies of which have been signed by [the Agents on behalf of] the Landlord and by the Tenant, which are let with the Property under this agreement;]
- 2.1.4 **'the Head Lease'** means the lease dated (*insert date of lease*) and made between (*insert detail of parties*) under which the Landlord holds the Property;
- 2.1.5 **'the Interest Rate'** means the rate of ...% (*insert percentage*) a year above the base lending rate of *Barclays*
- 2.1.6 **'the Property'** means the flat described in the Particulars, and the expression includes:
- 2.1.6.1 all additions and improvements to the Property,
- 2.1.6.2 all landlord's fixtures and fittings and fixtures of every kind that are from time to time in or upon the Property (whether or not originally fixed or fastened) [except the Contents],
- 2.1.6.3 all [pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, channels, flues and other conducting media (*or as required*)] that are in, under or over the Property and serve the Property only, including plant or fixtures and fittings and other ancillary apparatus, and

2.1.6.4 the surface of all walls and ceilings and the floor coverings and floor boards to the floors, but not the beams or supports,

but does not include any area of the Building above the surface of the ceiling or below the level of the floor, nor the structural or outside walls of the Building;

2.1.7 **‘the Rent’** means the rent set out in the Particulars [until it is reviewed and after review the reviewed sum determined in accordance with this agreement];

2.1.8 **‘the Term’** means the period for which the Property is let under this agreement as specified in the Particulars, including any subsequent period when the Tenant remains in the Property or extension or continuance of that period by law;

2.1.9 **‘VAT’** means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to rent or other sums payable by the Tenant are exclusive of VAT.

2.2 Interpretation

2.2.1 The expression ‘the Head Landlord’ means the head landlord named in the Particulars and anyone to whom the interest immediately superior to the Landlord’s interest in the Property belongs from time to time.

2.2.2 Wherever the circumstances of its use mean it is suitable, the phrase ‘the Landlord’ includes the person for the time being entitled to the interest of the Landlord under this agreement.

2.2.3 The phrase ‘the Tenant’, as this agreement prevents the Tenant disposing of his interest under this agreement, extends to the Tenant’s personal representatives, administrator or trustee in bankruptcy only.

2.2.4 Where the Landlord or the Tenant consists of two or more persons, obligations expressed or implied to be made by or with them are deemed to be made by or with those persons jointly and severally (this means that they will each be liable for all sums due under this agreement and not just a proportionate part).

2.2.5 Words that indicate one gender include all other genders, words that indicate the singular include the plural and vice versa, and words that indicate persons shall be interpreted as extending to a corporate body or a partnership and vice versa.

2.2.6 References in this agreement to any numbered clause or schedule without any further description shall be interpreted as a reference to the clause or schedule to this agreement numbered in that manner.

2.2.7 The clause and schedule headings do not form part of this agreement and shall be ignored in its interpretation.

3 ASSURED SHORTHOLD TENANCY

It is confirmed that this agreement is intended to create an assured shorthold tenancy under the Housing Act 1988.

4 AGREEMENT TO LET

The Landlord agrees to let and the Tenant agrees to take the Property[, with the Contents and] with the rights for the Tenant set out schedule 1 THE RIGHTS GRANTED [and excepting and reserving for the Landlord and the Head Landlord the rights set out in schedule 2 THE RIGHTS RETAINED], for the Term, at the Rent [subject to the following obligations to which the Property is subject (*insert details of agreements, rights, easements and covenants to which the property is subject as appropriate*)].

5 COMPLIANCE WITH AGREEMENT

The Tenant and the Landlord agree with each other to comply with the requirements of this agreement.

6 RENT AND INTEREST

6.1 Obligation to pay

The Tenant must pay the Rent during the Term by equal [quarterly (*or as appropriate*) monthly (*or as required*)] payments of £... (*insert amount*) [clear of all deductions], [in advance], to [the Landlord (*or as appropriate*) the Agents] [by [standing order (*or as appropriate*) direct debit] to (*insert details of account and bank*)].

6.2 Payment days

The first payment of rent must be made on (*insert details of first payment date*) for the first [quarterly (*or as appropriate*) monthly (*or as required*)] period and each subsequent payment must be made on (*state days for payment*) for the period beginning on the date when the payment is due.

6.3 Apportionment

Any payment for less than a [quarter (*or as appropriate*) month (*or as required*)] is to be apportioned on a daily basis and will include the last day of the [quarter (*or as appropriate*) month (*or as required*)].

6.4 [Set-off

The Tenant must not exercise any right or claim to withhold rent or in respect of legal or equitable set off.]

6.5 Interest on sums not paid

The Tenant must pay interest at the Interest Rate on any rent or other payment lawfully due under this agreement that is not received by the Landlord by [14 days] after the payment was due. This interest is payable from the date on which payment of the rent or other payment was due to the date of actual payment, both before and after any court judgement.

7 OUTGOINGS

7.1 Payments to be made by the Tenant

The Tenant must pay and protect the Landlord and the Head Landlord against any loss arising from the Tenant's failure to pay:

- 7.1.1 the council tax, or any tax replacing it, payable in respect of the Property;
- 7.1.2 all water and sewerage charges and metered payments in respect of the supply of water to the Property;
- 7.1.3 all charges for gas and electricity consumed on or supplied to the Property and (as to electricity where a two part tariff is in force) the standing charge or charges and any meter rent;
- 7.1.4 all charges made for the use of telephones on the Property, including rental, and any additional charges for repair, maintenance and reconnection;
- 7.1.5 [all charges for the security alarm or other security system provided for the Property, other than any arising through the fault or neglect of the Landlord;]

- 7.1.6 the amount of the BBC television licence fee and of any other charges for [cable, Sky or satellite or other] television services for the Property; and
- 7.1.7 if VAT or any tax of a similar nature is or becomes chargeable in respect of any payment made by or supply to the Tenant under this agreement, or any tax, charge or imposition becomes payable in respect of the Property because of any act or omission of the Tenant, the amount of the VAT, tax, charge or imposition.

7.2 [Accounts]

The Tenant must make sure that all accounts issued by relevant authorities or suppliers are issued to and made out in the name of the Tenant for the duration of this tenancy. The Tenant must pay all such accounts within a reasonable period of receipt of them. If any service or facility is disconnected for non-payment of an account, the Tenant must pay the re-connection charges and protect the Landlord against any loss arising from the disconnection.]

7.3 [Council tax payment by the Landlord]

The Landlord must pay the council tax payable in respect of the Property unless and until the Tenant's use of the Property or the number or status of persons in it causes a change in the obligations to pay council tax. In that case the Landlord shall cease to be liable to pay the council tax and the Tenant must pay it.]

8 REPAIRS ETC

8.1 The Landlord's obligations

- 8.1.1 **[Structure and exterior:** The Landlord must keep the structure and exterior of the Building including the [pipes, sewers, drains, mains, ducts, conduits, gutters, wires, cables, channels, flues and other conducting media (*or as required*)] inside and serving the Building in good repair and condition.]
- 8.1.2 **Other matters:** The Landlord must keep in repair and proper working order the [central heating and hot water system and other] installations for the supply of water, gas, electricity, for sanitation (including basins, sinks, baths and sanitary conveniences), and for space and water heating. Independently connected electrical appliances such as electric fires, heaters, radio or television sets, from and including the plug connecting them to the main electricity system, are the Tenant's responsibility.

- 8.1.3 **Landlord and Tenant Act 1985:** The Landlord must comply with the Landlord and Tenant Act 1985 Section 11 as to his responsibility for repairs in the Property in so far as any obligations have inadvertently not been expressly set out in this clause

8.1 THE LANDLORD'S OBLIGATIONS.

8.2 The Tenant's obligations

- 8.2.1 **Repair:** The Tenant must keep the inside of the Property (including the doors, window frames and glass in windows, doors and skylights) in a good state of repair and condition and properly maintained and must replace all broken glass, light bulbs and fuses [and the Tenant must carry out in the Property all works of repair that are not the responsibility of the Landlord under this agreement or by statute]. The obligation to keep in good repair and condition includes putting in good repair and condition at the start of the tenancy if there is an existing lack of repair or condition.
- 8.2.2 **Decoration:** The Tenant must repaint and repaper the internal walls and other surfaces including doors and window frames at the Property and keep them in a good state of decorative condition [employing professional decorators for the work] and must not damage the walls with nails, pins, glue or adhesive putty although if any such damage does occur the Tenant must make it good by immediate repair and decoration.
- 8.2.3 **[Contents:** The Tenant must maintain the Contents and keep them in good condition [(except to the extent their condition deteriorates as a result of fair and ordinary use)], must make sure they are not damaged or destroyed and must not take any of them away from the Property.]
- 8.2.4 **[Breakages etc:** The Tenant must replace or make good (or at the [reasonable] option of the Landlord pay proper compensation for) all breakages, damage and losses occurring in relation to the Contents during the Term, or any period when the Tenant or anyone under his control remains in unauthorised occupation. This provision does not apply to breakages, damage and losses that occur through reasonable use or any risk against which the Contents are insured by the Landlord unless the policy of insurance has been wholly or partly rendered void or invalid by any act or default of the Tenant or anyone under his control.]
- 8.2.5 **[Additional furniture:** The Tenant must not bring any additional furniture onto the Property without the written consent of the Landlord or the Agents[, which must not be unreasonably withheld or delayed].]

- 8.2.6 **Blocking of pipes:** The Tenant must keep the [pipes, sewers, drains, ducts, conduits, gutters and watercourses (*or as required*)] inside or only serving the Property free from obstruction [and in working order] and the lavatories properly cleaned.
- 8.2.7 **Appliances:** The Tenant must keep all electrical, radio, television, video and other domestic appliances, security alarms and smoke detectors in good working order, except for installations that are the responsibility of the Landlord under clause 8.1.2 OTHER MATTERS.
- 8.2.8 **Insurance:** The Tenant's obligations under this clause 8.2 THE TENANT'S OBLIGATIONS do not apply to damage caused by any risk that has or should have been insured against under the terms of this agreement or the Head Lease except to the extent that the insurance money is irrecoverable due to any act or default of the Tenant or anyone under his control.

9 GENERAL MAINTENANCE

9.1 Cleaning and tidying

- 9.1.1 The Tenant must keep the Property [reasonably] clean and tidy and clear of all rubbish.
- 9.1.2 The Tenant must [provide and] use a waste container [provided (*or as appropriate*) reasonably approved] by [the Landlord (*or as appropriate*) the Agents], place all waste in it and ensure that it is regularly emptied by the local authority. [The container must be kept in the place [provided (*or as appropriate*) reasonably approved by [the Landlord (*or as appropriate*) the Agents]].]
- 9.1.3 The Tenant must clean the windows and the glass in any exterior doors [at least once in each month during the Term (*or as appropriate*) as often as is reasonably required].

9.2 Care of the grounds

- 9.2.1 The Tenant must keep any part of the Property that is not built on ('the Grounds') in good condition, keep all garden areas properly cultivated and weeded and the grass mown regularly during the growing season, and keep all ditches and drains free from obstruction.

- 9.2.2 Except for private motor cars on the drive, the Tenant must not keep any vehicle, boat or caravan or movable dwelling on the Grounds, or store anything on them that is untidy, unclean, unsightly or in any way detrimental to the Property or to the area generally.
- 9.2.3 The Tenant must not deposit any waste or rubbish on the Grounds except for domestic waste in waste bins and usual seasonal garden waste which may be composted.
- 9.2.4 The Tenant must keep the fences and hedges properly trimmed [and stockproof] and keep the gates in good repair and working order.

(or as appropriate depending on the nature of the property and the building of which it forms part)

10 ALTERATIONS

10.1 Additions and alterations

The Tenant must not damage or injure the Property, make any addition to the Property, unite the Property with any adjoining premises, or make any alteration to the Property.

10.2 Connection to services

The Tenant must not make any connection with the pipes, sewers or drains in the Property or extend the wiring.

10.3 Telephone disconnection

The Tenant must not allow or arrange for the telephone to be disconnected or removed from the Property or the number to be changed.

11 RIGHTS OF ENTRY

The Tenant must allow the Head Landlord, the Landlord and the Agents, with any necessary contractors and workmen, to enter the Property at all reasonable times upon 24 hours' prior notice in writing, or in the event of emergency at any time without notice, causing as little inconvenience to the Tenant as reasonably practicable and making good any damage caused to the Property and the Tenant's property for the following purposes:

- 11.1 to view the state and condition of the Property [and the Contents];
- 11.2 to carry out any repairs that are necessary by virtue of the Head Landlord's or the Landlord's responsibilities under this agreement or the Head Lease or by virtue of the Head Landlord's or the Landlord's responsibilities under the law;
- 11.3 to carry out works that may be required to repair [or to make alterations or improvements that are minor and do not disadvantage the Tenant or are required by law to] the Building or the electrical wiring, gas and water pipes, sewers or drains in or under the Building or any part of it or for any other reasonable purpose in connection with the management of the Building;
- 11.4 [to carry out repairs, [alterations, improvements, rebuilding or other works] to any adjoining property that can only be carried out by having access to the Property or the electrical wiring, gas and water pipes, sewers or drains in or under or serving the Property;] and
- 11.5 during the [3 months] before the anticipated date of the end of the Term, to inspect the Property with interested parties with a view to proposed sale or letting and to fix and retain in a reasonable position on the Property a board advertising the Property for sale or reletting.

12 NOTICE TO REPAIR

12.1 Service of notice

The Head Landlord or the Landlord may give to the Tenant or, despite the requirements of this agreement as to notices, leave on the Property, a notice specifying the works required to remedy any breach of the Tenant's repairing obligations in this agreement ('a notice to repair'). The Tenant must carry out the works specified in the notice as soon as reasonably practicable.

12.2 Default provision

If the Tenant has not started to carry out the work referred to in a notice to repair within a reasonable period from the service of the notice to repair, or is not proceeding diligently with it, or if the Tenant fails to finish the work within a reasonable time the Tenant must allow the Head Landlord or the Landlord as appropriate to enter the Property and carry out the outstanding work. The Tenant must pay to the Head Landlord or the Landlord as appropriate the reasonable cost of doing this and all expenses properly incurred by the Head Landlord or the

Landlord, within [14 days] of a written demand [and if not so paid the Landlord may apply the Deposit towards any cost incurred by him but shall not be obliged to do so].

12.3 Disputes

Any dispute as to whether repairs are necessary, the time taken to carry them out or the cost of repairs and amount of associated expenses may be referred to an independent surveyor acting as an expert. In default of agreement the surveyor shall be appointed by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors.

13 APPEARANCE OF THE PROPERTY

13.1 Aerials

The Tenant must not erect any poles or masts on the Property [or install any cables or wires outside it], whether in connection with telecommunications or otherwise or allow anyone under his control to do so [except with the consent of the Landlord [and the Head Landlord] which is not to be unreasonably withheld or delayed].

13.2 Signs and advertisements

The Tenant must not display anywhere on the Property any placard, sign, notice, fascia board or advertisement or allow anyone under his control to do so [except with the consent of the Landlord [and the Head Landlord] which is not to be unreasonably withheld or delayed].

13.3 Curtains and blinds

The Tenant must not remove the curtains or blinds from the windows except for cleaning and decorating.

13.4 Washing

The Tenant must not hang or deposit clothes or other articles outside the Property.

14 DEALINGS

14.1 Dealings with the Property

This agreement is personal to the Tenant. The Tenant must not assign, sublet or part with or share possession of the Property or any part of it. [In particular the Tenant must not enter into any agreement or arrangement by which anyone in occupation of the Property may become entitled to an assured tenancy or other security of tenure under the Housing Act 1988.]

[14.2 Dealings with the Contents

The Tenant must not purport to sell any of the Contents or enter into any hire purchase or leasing arrangement or bill of sale of them.]

15 USE AND NUISANCE

15.1 Residential use

The Tenant must not use the Property except as a single private residence for occupation by the Tenant personally [and the Tenant's family and reasonable visitors (*or as required*)] and no other person.

15.2 Nuisance

The Tenant must not do anything or allow anything to be done on the Property or the Building, or allow anything to remain on them that may reasonably be considered to be or likely to become or cause a nuisance or annoyance, disturbance, inconvenience, injury or damage to the Head Landlord or the Landlord or their tenants or the owners or occupiers of any adjacent or neighbouring property.

15.3 Auctions, trades and immoral purposes

The Tenant must not use the Property or allow it to be used for any auction sale, any dangerous, noxious, noisy or offensive activity, or any illegal or immoral act or purpose, and must not carry on any trade, business, manufacture or commercial activity on it.

15.4 Pets

The Tenant must not keep or allow any animal, bird or reptile at the Property except [birds in cages or fish in tanks or], with the prior written consent of the Head

Landlord and the Landlord [(which is not to be unreasonably withheld or delayed)], a dog or cat.

15.5 Noise

The Tenant must not play any musical instrument or device and must not allow noise from a radio, television set, compact disc, tape or record player or sound production system of any kind or any machine or equipment to be heard outside the Property in such manner that may cause a disturbance after 2300 hours or before 0800 hours on any day.

16 COSTS OF ENFORCEMENT

The Tenant must pay the Landlord's reasonable costs, fees, charges, disbursements and expenses properly incurred in relation to or incidental to:

- 16.1 recovery or attempted recovery of arrears of rent or other sums due under this agreement; and
- 16.2 any other steps taken in [contemplation of or in] direct connection with the enforcement of the obligations on the part of the Tenant under this agreement whether during or after the end of the Term including the preparation, service and negotiation of a schedule of dilapidations (being a document containing details of alleged breaches of the Tenant's obligations in relation to the state and condition of the Property).

17 NOTICES AND INFORMATION

The Tenant must give notice to the [Landlord (*or as appropriate*) Agents] as soon as reasonably practicable of:

- 17.1 any disrepair of, or damage to, the Property [or to any substantial item comprised in the Contents];
- 17.2 any notice or order he receives from the Head Landlord or a local or statutory authority in respect of the Property; and
- 17.3 any act or encroachment by a tenant or occupant of another flat in the Building or any adjoining or neighbouring property or a third party that might adversely affect the Landlord's interest in the Property.

18 KEYS, SECURITY AND UNOCCUPIED PREMISES

18.1 Security

The Tenant must keep the Property secure [and the security alarms set at all appropriate times].

18.2 Change of locks or codes

The Tenant must not change the locks or security codes without the prior written consent of [the Head Landlord and] the Landlord [(which must not be unreasonably withheld or delayed)], and must supply the Landlord with a set of keys or the new code immediately upon replacement.

18.3 Loss of keys or codes

The Tenant must report to the Landlord immediately he becomes aware of the fact if keys or security codes or devices are lost or compromised during the Term and must take immediate steps to provide new keys or new security codes or devices, supplying the Landlord with a set of keys or the new code or device immediately upon replacement.

18.4 [Charges for security alarms

The Tenant must be responsible for any charges levied if the security alarm is set off accidentally by the Tenant or anyone under his control[, and all charges for maintenance or repair necessary as the result of misuse by him or anyone under his control].].]

18.5 Frost damage

If the Property is to be left unoccupied for more than [48 hours] the Tenant must, at his own expense, take all reasonable steps that are necessary or directed by the Head Landlord or the Landlord or the Agents to protect the water and central heating systems in the Property from damage by frost.

18.6 Unoccupied premises

If the Property is to be left unoccupied for more than [4 weeks] the Tenant must notify the Head Landlord and the Landlord or the Agents, any company responsible for security devices, and the company insuring the Property [and the Contents] that

the Property is to be unoccupied, and take such steps as they may reasonably prescribe.

18.7 Return of keys etc

The Tenant must hand over to [the Landlord (*or as appropriate*) the Agents] all keys and security devices or codes by 1200 noon on the date the Term ends.

19 GIVING BACK POSSESSION AT THE END OF THE TERM

19.1 Giving back possession

The Tenant must give vacant possession of the Property [and the Contents] back to the Landlord at the end of the Term in the state of repair, decoration and condition specified [in the schedule of condition referred to in clause 19.2 SCHEDULE OF CONDITION [AND INVENTORY] (*or as appropriate*) in clause 8.2.1 REPAIR, clause 8.2.2 DECORATION [and clause 8.2.3 CONTENTS] (*or as required depending on the terms of the tenant's repairing obligations*)] and clean[, and with the various items of furniture and effects left in the places in which they were situated at the beginning of the Term [as specified in the inventory]].

19.2 Making good

To the extent the Tenant does not comply with the obligations specified in clause 20.1 GIVING BACK POSSESSION the Tenant must make good any lack of repair, decoration or condition or cleanliness or pay reasonable compensation to the Landlord [and must replace or pay for any of the Contents that have been broken, damaged or lost, as provided for by clause 8.2.4 BREAKAGES ETC].

19.3 [Cleaning

The Tenant must wash or dry clean and iron as appropriate all linen, bedspreads, sheets, blankets, duvets, curtains, carpets or similar items comprised in the Contents that have become soiled during the Term, or at the option of the Landlord (to be exercised reasonably) must pay for them to be washed, dry cleaned or ironed.]

19.4 Use of the address

The Tenant [must not give the address of the Property in any telephone or e-mail directory during the Term, and] must take all reasonable steps to ensure that no

communications to or for the Tenant are directed to any telephone or computer at the Property after the Tenant has vacated.

19.5 Items left

The Tenant will be responsible for meeting all reasonable removal and storage charges if items of property and belongings are left in the Property at the end of the Term. The Landlord will remove and store the items for a maximum of one month. The Landlord will notify the Tenant that this has been done at the Tenant's last known address. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs may be deducted from any sale proceeds or the Deposit and if there are any costs remaining they will remain the Tenant's liability.

20 PAYMENTS FOR A PERIOD OF UNAUTHORISED OCCUPATION

20.1 Unauthorised occupation

A period of unauthorised occupation is any period (including any day or part of a day) outside the Term during which [either:

- 20.1.1 the Tenant or anyone under his control remains in occupation of the Property, or leaves any belongings or property in the Property other than small items left accidentally that can easily and cheaply be removed]; or
- 20.1.2 the keys to the Property have not been returned to the Landlord or the Agents, unless as a result of accident or serious illness to the Tenant].

20.2 Damages

For any period of unauthorised occupation the Tenant must pay to the Landlord an amount calculated at a rate equivalent to the Rent that would have been payable for the Property for that period plus interest at the Interest Rate.

21 REGULATIONS FOR THE BUILDING

The Tenant must observe and perform the regulations for the use and conduct of persons in the Building [set out in Schedule 3 RULES FOR THE BUILDING (*or as appropriate*) reasonably made from time to time by [the Landlord (*or as appropriate*) the Agents] for the management or improvement of the Building after prior consultation with the Tenant (reasonable account being taken of the Tenant's views)

and communicated to the Tenant [by written notice put up in the entrance hall of the Building *(or as required)*]].

22 NON-DISTURBANCE

The Landlord must permit the Tenant peaceably to hold and enjoy the Property during the tenancy created by this agreement without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for him.

23 INSURANCE

23.1 Warranty as to convictions

The Tenant warrants that before the signature of this agreement he has disclosed to the Landlord in writing any conviction, judgement or finding of any court or tribunal relating to the Tenant of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or continue insurance of any risk against which the Property [or the Contents] is insured.

23.2 The Landlord's obligation to insure

23.2.1 Insurance

So far as the Head Landlord is not liable to insure under the terms of the Head Lease, the Landlord must keep the Building [and the Contents] [but not the Tenant's personal property] insured unless the insurance is rendered void or made invalid by any act of the Tenant or anyone under his control. The insurance may be taken out in such insurance office, or with such underwriters, and through such agents as the Landlord from time to time [reasonably] decides.

23.2.2 Sum insured

Insurance must be taken out for the full cost of rebuilding and reinstating the Building.

23.3 Suspension of rent

If and whenever the Building or any part of it is damaged or destroyed by any risk against which it is insured so as to make the Property unfit for occupation and use the Rent, or a fair proportion of it according to the nature and extent of the damage sustained, shall be suspended until the Building, or the affected part, has been rebuilt or reinstated so as make the Property fit for occupation and use. This

provision does not apply where payment of the insurance money is wholly or partly refused because of any act or default of the Tenant or anyone under his control.

23.4 Reinstatement and termination

The Landlord must if practicable ensure that the Building or any part damaged or destroyed by any risk against which it is insured [is *(or as appropriate)* are] reinstated [and replaced], provided that the damage or destruction was not due to any act or omission of the Tenant or anyone under his control and the insurance policy has not been rendered void or invalidated by such an act or omission. [If, at the end of [2 months] from the date of the damage or destruction, the Property is still not fit for the Tenant's occupation and use, either the Landlord or the Tenant may at any time during the following [2 months] serve a notice to terminate this agreement. On service of such a notice, the Term is to end but this shall not affect any rights or remedies that may have already accrued to either party. [All money received in respect of the insurance taken out by the Landlord under this agreement is to belong to the Landlord absolutely *(or as appropriate)*].

23.5 Tenant's obligations as to insurance

The Tenant must not do anything, or fail to comply with any requirement, as a result of which the policy of insurance taken out by the Landlord or the Head Landlord in relation to the Building [and the Contents] may become void or voidable or invalidated or by which the rate of premium on the policy may be increased.

24 RECOVERY OF POSSESSION

24.1 Notice

The Landlord may terminate this agreement by giving the Tenant [2 months' *(or any longer period required for the tenancy under the general law)*] notice in writing stating that he requires possession. After the notice has expired and after the end of the period of 6 months from the start of the Term [or after the end of the fixed term granted by this agreement if later] the Landlord may commence proceedings to obtain a court order for possession.

24.2 Grounds for seeking possession

If and whenever during the Term:

- 24.2.1 [the Rent is unpaid for [14] days after becoming due whether formally demanded or not (or if it is desired to set out the grounds in the Housing Act 1988 Schedule 2 Part

1 Ground 8 in detail) [(where rent payable weekly or fortnightly) at least 8 weeks' rent lawfully due from the Tenant is unpaid (or where rent payable monthly) at least 2 months' rent lawfully due from the Tenant is unpaid (or where rent payable quarterly) one quarter's rent lawfully due from the Tenant is more than 3 months in arrears (or where rent payable yearly) 3 months' rent lawfully due from the Tenant is more than 3 months in arrears]], or

24.2.2 there is a breach by the Tenant of any obligation or other term of this agreement, or

24.2.3 the grounds for possession in the Housing Act 1988 Schedule 2 Part I Grounds [2 (tenancy subject to prior mortgage) or] 8 (at least 2 months' rent arrears) or the Housing Act 1988 Schedule 2 Part II Grounds 10 (some rent due), 11 (persistent delay in paying rent), 12 (other breaches of obligation), 13 (committing acts of waste or neglect), 14 (causing nuisance or annoyance) [, 15 (causing damage to furniture)] or 17 (tenancy induced by false statement) apply, or

24.2.4 the Tenant becomes bankrupt, has an administration order made in respect of his assets, has a receiver appointed, makes an arrangement for the benefit of his creditors or has any distress or execution levied on his goods,

then the Landlord may bring a court action to recover possession of the Property, even if any previous right to do so has been waived.

24.3 Interest on sums due on recovery of possession

If the Landlord recovers possession of the Property under clause 26.2 GROUNDS FOR SEEKING POSSESSION, the Tenant must pay to the Landlord interest at the Interest Rate on any outstanding rent or damages properly due to the Landlord from the date on which the rent fell due (whether a formal demand has been made for it or not) or the breach of obligation or the relevant event occurred in each case to the date of payment. This provision shall apply to sums payable under this agreement for any period of unauthorised occupation.

25 SAFETY REGULATIONS

25.1 [Fire safety

The Landlord confirms that all furniture and furnishings comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended.]

25.2 Gas appliances safety regulations

[The Landlord has *(or as appropriate)* The Agents have] complied with the Gas Safety (Installation and Use) Regulations 1998 and an appropriate Gas Safety Certificate is available at [his *(or as appropriate)* their] address for inspection by the Tenant.

25.3 Electrical appliances safety regulations

The Landlord confirms that all electrical appliances and equipment supplied by him are safe so as not to cause danger and all electrical appliances and equipment manufactured since 19 January 1977 are marked with the appropriate CE symbol.

26 VAT

All sums due to be paid by the Tenant under this agreement are expressed exclusive of VAT, and the Tenant must in addition pay the full amount of any VAT or other similar tax on those sums for which the Landlord or other person entitled to the payments is from time to time accountable.

27 [EXCLUSION OF WARRANTY AS TO USE

Nothing in this agreement or in any consent granted by the Landlord under this agreement implies or warrants that the Property may lawfully be used under the Town and Country Planning Act 1990 as modified or re-enacted from time to time for the purpose authorised in this agreement or any purpose subsequently authorised].

28 [ENTIRE UNDERSTANDING

This agreement embodies the entire understanding of the parties relating to the Property and to all matters dealt with by this agreement.]

29 [REPRESENTATIONS

The Tenant acknowledges that this agreement has not been entered into in reliance wholly or partly on any statement or representations made by or on behalf of the Landlord except any such statement or representation expressly set out in this agreement.]

30 LANDLORD'S DETAILS

The Tenant is notified for the purposes of the Landlord and Tenant Act 1987 Sections 47 and 48 that the name and address of the Landlord is *(insert details)* [that the name and address of the Landlord in the United Kingdom is *(insert details)*] and that the name and address of the receiver of rent is *(insert details)*.

31 RIGHTS AND EASEMENTS

The operation of the Law of Property Act 1925 Section 62 is excluded from this agreement. The only rights granted to the Tenant are those expressly set out in this agreement, and the Tenant is not to be entitled to any other rights affecting any adjoining property of the Landlord or the Head Landlord.

32 COVENANTS RELATING TO ADJOINING PROPERTY

The Tenant is not to be entitled to the benefit of any covenant, agreement or condition entered into by any tenant of the Landlord or the Head Landlord in respect of any adjoining property of the Landlord or the Head Landlord, or the right to [enforce or] prevent the release or modification of any such covenant, agreement or condition.

33 EFFECT OF WAIVER

Each of the Tenant's agreements is to remain in full force both at law and in equity even if the Landlord waives or releases that agreement on any occasion or waives or releases any similar agreement affecting any of his adjoining property.

34 THE DEPOSIT

34.1 Payment

The Tenant must pay the Deposit to [the Landlord *(or as appropriate)* the Agents] [at *(insert name of bank)* of *(insert address of bank)*] to be protected as security towards the discharge or part discharge of any liability referred to in clause 37.3 SUMS THAT MAY BE RETAINED and subject to this on trust for the Tenant absolutely.

34.2 Tenancy deposit protection scheme

34.2.1 The Deposit shall be held on the terms of [*(insert name of deposit protection scheme)* *(or as appropriate)* a deposit protection scheme established under to the Housing Act 2004 Section 212] ('the Scheme').

34.2.2 The Landlord shall comply promptly with his obligations under the Scheme.

34.2.3 [The Landlord will not change the Scheme to another scheme without the prior written consent of the Tenant.]

34.3 Sums that may be retained

The following sums may be paid out of the Deposit to the Landlord in accordance with the terms of the Scheme:

34.3.1 any Rent or other payments due from the Tenant to the Landlord, including advance rent that has fallen due;

34.3.2 any reasonable sum the Landlord expends or incurs in remedying any failure by the Tenant to comply with his obligations under this agreement;

34.3.3 after the end of the Term, any sum owing to the Landlord equivalent to rent in respect of any period of unauthorised occupation by the Tenant or anyone under his control; and

34.3.4 any interest due under this agreement on any of the above sums at the Interest Rate from the date the payment is due to the date it is deducted from the Deposit.

34.4 Restoration of the Deposit

If the Deposit or part of it is applied as authorised by clause 37.3 SUMS THAT MAY BE RETAINED and in accordance with the terms of the Scheme, the Tenant must, at the Landlord's written request, pay the Landlord a further sum to restore the Deposit to the agreed amount stated in the Particulars and the Landlord shall comply promptly with his obligations under the Scheme in relation to this further sum.

34.5 Refund of the Deposit

Subject to the provisions of clause 37.4 RESTORATION OF THE DEPOSIT, the Deposit or the balance of it must be returned to the Tenant after the end of the Term in accordance with the provisions of the Scheme [with interest (*or as appropriate*) but any interest earned on the Deposit may be retained by the Landlord].

(insert any clauses required by the relevant tenancy deposit protection scheme)

35 NOTICES

35.1 Method of service

Any notice to be served on the Landlord or the Tenant may be served by registered post, recorded delivery, fax or email. If served on the Landlord, a notice should be served at the address mentioned in clause 33 LANDLORD'S DETAILS [or on the Agents], and if served on the Tenant should be served at the Property or at the address of the Tenant mentioned in this agreement.

35.2 Delivery

Any notice sent by post, in the absence of details of delivery or other receipt, shall be deemed to be served on the third working day after posting. A notice served by fax or by email shall be deemed to be served on the day of transmission if transmitted before 1630 hours on a working day, and if transmitted later shall be deemed to have been served on the next following working day. 'Working day' means any day from Monday to Friday inclusive other than Christmas Day, Good Friday and any other statutory bank or public holiday.

36 SEVERANCE CLAUSE

If any term of this agreement is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

37 JURISDICTION

The Landlord and the Tenant agree that this agreement shall be exclusively governed by and interpreted in accordance with the laws of England and Wales and to submit to the exclusive jurisdiction of the English Courts.

38 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This agreement shall not operate to confer any rights on any third party and no person other than the parties to it may enforce any provision of this agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

39 THE GUARANTOR'S OBLIGATIONS

39.1 The Guarantor's obligations

The Guarantor agrees with the Landlord that the Tenant must pay the Rent and observe and perform the obligations on his part and other terms of this agreement during the Term and if the Tenant fails to do so then the Guarantor must pay the Rent and observe or perform the obligations or other terms and make good or reimburse to the Landlord any liabilities, losses, awards of damages or compensation, penalties, costs, disbursements and expenses arising from the failure by the Tenant to do so, provided that:

- 39.1.1 the Guarantor's obligations are made with the Landlord as a sole or principal debtor or contracting party (this means that in the event of the Tenant defaulting the Guarantor is primarily liable to the Landlord);
- 39.1.2 the Guarantor's liabilities shall not be affected by any time or indulgence granted by the Landlord to the Tenant or any neglect or forbearance of the Landlord in enforcing payment of the Rent or the observance and performance of the obligations or other terms of this agreement (this means that the Guarantor remains liable to the Landlord even if the Landlord delays in pursuing or does not pursue the Tenant);
- 39.1.3 the Guarantor's liabilities shall not be affected by any refusal by the Landlord to accept Rent tendered by or on behalf of the Tenant at a time when the Landlord is entitled to seek a court order for possession of the Property;
- 39.1.4 the Guarantor's liabilities shall not be affected by any variation of the terms of this agreement made by agreement between the Landlord and Tenant but no variation is to bind the Guarantor to the extent that it is materially prejudicial to him;
- 39.1.5 the Guarantor's liability shall continue notwithstanding that the Tenant has surrendered part of the Property but shall continue in respect of the part of the Property not surrendered after making any necessary apportionments under the Law of Property Act 1925 Section 140 (this means that if the Tenant hands back to the Landlord part of the Property the Guarantor remains liable in relation to the retained part); and
- 39.1.6 the Guarantor's liability is not to be affected by anything else by which, but for this clause, the Guarantor would be released.

39.2 [Guarantor's obligation to take new tenancy agreement

If during the subsistence of this tenancy any trustee in bankruptcy of the Tenant disclaims this tenancy, the Guarantor must if so required by the Landlord within [3 months] of the Landlord becoming aware of the disclaimer take from the Landlord forthwith a tenancy agreement for the residue of the Term as at the date of disclaimer at the rent then payable under this agreement and subject to the same agreements and terms as under this tenancy (except that no other person need be made a party as guarantor) the new tenancy to commence on the date of disclaimer. The Guarantor must pay the costs of the new tenancy agreement and any VAT chargeable on them and execute and deliver to the Landlord a counterpart of the new tenancy agreement.

39.3 Payments on disclaimer

If this tenancy is disclaimed and the Landlord does not require the Guarantor to accept a new tenancy agreement of the Property, the Guarantor must pay to the Landlord on demand an amount equal to the Rent [or the difference between the Rent and any money received by the Landlord for the use and occupation of the Property] for the period commencing on the date of disclaimer and ending on whichever is the earliest of [6 months] after the disclaimer, the date if any on which the Property is re-let, or the end of the Term.]

40 BREAK CLAUSE

40.1 Break by the Landlord

If the Landlord wishes to determine this agreement on the Break Date, he may give to the Tenant not less than [3 months'] written notice that the Term is to end on the Break Date. The Term and the obligations of the Landlord and the Tenant under this agreement shall then end on that date but the rights of either party against the other in respect of any outstanding Rent or other amount due or other breach of terms of this agreement occurring before the Break Date shall remain enforceable.

40.2 Break by the Tenant

If the Tenant wishes to determine this agreement on the Break Date, he may[, if he has paid the Rent and substantially performed his obligations in this agreement up to that date,] give the Landlord not less than [3 months'] written notice that the Term is to end on the Break Date. The Term and the obligations of the Landlord and the Tenant under this tenancy agreement shall then end on that date but the rights of either party against the other in respect of any outstanding Rent or other amount

due or other breach of terms of this agreement occurring before the Break Date shall remain enforceable.

41 [OPTION TO RENEW

41.1 Exercise of the option

If the Tenant wishes to continue this tenancy for a further term of [364 days] from the end of the Term then, he may [subject to the consent of [the Landlord's mortgagee and] the Head Landlord and] if he has paid the Rent and substantially performed his obligations in this agreement up to that date, serve [3 months'] written notice on the Landlord requesting renewal. The Landlord must then let and the Tenant must accept a new tenancy of the Property for the period of [364 days] at [the Rent and (*or as appropriate*) at a rent calculated as provided in clause 44.2 THE RENT but otherwise] on the same terms as contained in this tenancy agreement except for this clause 44 OPTION TO RENEW so that the Tenant shall not be entitled to any further extension.

42 [TENANT'S AGREEMENT WITH THE HEAD LANDLORD

42.1 Terms of Head Lease

The Head Lease provides that the tenant under any subletting must enter into a direct agreement with the Head Landlord to observe and perform the tenant's covenants in the Head Lease [except as to rent, insurance and exterior decoration (*or as provided in the head lease*)].

42.2 Tenant's obligations

In consideration of the Head Landlord having consented to the grant of this tenancy, the Tenant agrees with the Head Landlord that as from the date of this agreement and whilst the Tenant is bound by the obligations of the Tenant contained in this tenancy the Tenant must observe and perform the tenant's covenants in the Head Lease so far as they are applicable to an assured shorthold tenancy for less than 7 years, and must protect the Head Landlord from any actions, proceedings, claims, damages, costs, expenses arising from his failure to do so. Even though the Contracts (Rights of Third Parties) Act 1999 does not apply to this agreement, the Head Landlord may enforce the provisions in the Head Lease directly against the Tenant under this clause 45.2 TENANT'S OBLIGATIONS.]

SCHEDULE 1: THE RIGHTS GRANTED

The Property is let together with the following rights: (insert rights as required, eg access, car parking, services, support and protection, entry for repairs) if applicable

SCHEDULE 2: THE RIGHTS RETAINED

The Property is let subject to the following exceptions and reservations retained for the benefit of the Landlord's adjoining premises and every part of them: *(insert reservations as required, eg services, construction of conduits, support and shelter, erection of scaffolding), of applicable*

SCHEDULE 3: RULES FOR THE BUILDING

(insert rules and regulations for the use and conduct of persons in the building), if applicable

[(annex inventory of the Contents)]

Landlord or Agent

Tenant(s)

Name

Name

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