

TENANCY AGREEMENT – CUSTOMER

For Letting A Furnished Dwelling
Under Section 20 of the Housing Act 1988
As amended by the Housing Act 2004

THIS AGREEMENT is made on the
year]

BETWEEN:

LANDLORD: *[Insert Landlord's name]*
(hereinafter called "The Landlord")

AND

TENANT: *[Insert Tenant or Tenants name]*
current address or addresses] (hereinafter called "The Tenant")

1. PREMISES

WHEREBY the Landlord lets and the Tenant takes and enjoys the Premises as:

[Insert full address of property to be let (the "Premises")].

2. CONTENTS

TOGETHER WITH the fixtures, furniture and fittings included in the inventory upon the premises as the same are set out in the inventory signed by the parties hereto and deposit payments specified by the Landlord and prescribed.

3. TERM

From: *[Insert start date of tenancy]*

To: *[Insert end date of tenancy]*

4. RENT

4.1 *[Insert amount in words and per [Select one of the following - each week or month, e.g. Monday]*

4.2 The first payment to be made

5. THE TENANCY DEPOSIT

5.1 The deposit of £ *[Insert deposit amount, e.g. £500, Five Hundred Pounds]* is paid. This will be held under a custodial

The purpose of the deposit shall be

5.1.1 Any damage, or compensation and fittings or for missing items for to an apportionment or allowance condition of each and any such items insured risks and repairs that are

5.1.2 The reasonable costs incurred rectifying or remedying any major obligations under the tenancy agreement cleaning of the premises, its fixtures

5.1.3 Any unpaid accounts for utility services or other similar services which the tenant is liable.

5.1.4 Any rent or other money due tenancy agreement of which the remains unpaid after the end of the

5.2 The deposit is safeguarded by *[details of scheme administrator]*.

5.3 Any interest on the deposit will scheme administrator's rules shall Landlord / Tenant / Landlord's Agent

6. METHOD OF PAYMENT

[Select one of the following - By order to the Landlord's Agent / By Landlord / By cheque/cash collected]

7. ASSURED SHORTHOLD TENANCY

THIS Agreement is intended to comply with the meaning of Section 20 of the Housing Act 1996).

8. DEFINITIONS

WHERE the context admits:

8.1 "The Landlord" is the registered proprietor and includes the persons for the time being in possession of the premises at the determination of the tenancy.

8.2 "The Tenant(s)" is/are the person(s) in possession of the premises and includes persons deriving title under them.

8.3 Reference to "the premises" includes the fixtures, furniture and effects.

8.4 If the premises constitute a flat:

i) "The Block" shall mean the building in which the flat is situated.

ii) Insofar as the Landlord is entitled to the reasonable use of the entrance hall, common parts of the block and other parts occupied by the occupiers of the block.

iii) If the flat is leasehold the Landlord shall be bound to pay the charges under the lease and comply with the obligations of the tenant except to the extent that any obligations are excluded by this Agreement in which case the Landlord shall be bound to pay the charges.

8.5 In this Agreement words importing the masculine gender include the feminine gender and words in the plural and where there are two or more persons at any one time in the expression "The Landlord" or "the Tenant(s)" their part in this Agreement shall be taken to be that of each of them.

9. TENANT'S OBLIGATIONS

THE TENANT agrees as follows:

9.1 To provide the landlord with the statements required by the Money Laundering Regulations 2007 (the "MLR") and to provide the landlord with copies of the Money Laundering Regulatory statements.

9.2 To pay the rent in the amount specified in this Agreement without deducting any payments made by Third Parties or any payment on behalf of the tenant or any such third parties acquiring status in the premises.

9.3 To pay for all gas, electricity, water, heating, on or to the premises during the term of the rentals and charges including V.A.T. and charges including V.A.T. made for telecommunication services (if any) together with the cost of reconnection due to the tenants default.

9.4 To pay the amount of all water charges on the premises.

9.5 To pay the licence fee for any use of the premises.

9.6 To keep the premises and the contents in good decorative state and to preserve them (except for wear, tear, fire, damage and repairs which are excepted) and not to remove any part of the premises in particular to keep all bath, sinks, drains, and gulleys clear and freely running and to remove blockages to drains and waste pipes, to replace light bulbs, fluorescent lights and fuses and to repair the tenant, his servants or agents.

9.7 To yield up the property at the end of the term in the state and condition and to replace or repair (except for wear, tear, fire, damage which are broken, lost or damaged excepted).

9.8 Not to make any alteration or improvement to the premises thereof without the Landlord's prior written consent.

9.9 Permit the Landlord or the Landlord's agents to enter the premises at reasonable hours to enter the premises for the purpose of inspecting, repairing, maintaining or improving the premises.

thereof and if necessary to carry

9.10 Not to assign, underlet, charge, sublet, or permit the occupation of the premises or grant any right of way over the premises or any part thereof including the parking of motor vehicles or the reception of guests without the prior consent of the Landlord.

9.11 To use the premises only as a residence and not for any profession, trade or business on any part thereof for any illegal or unlawful purpose and to display any board(s) or notice(s) on the premises.

9.12 Not to do or permit or suffer to be done on the premises or on any part thereof anything which may be or become a nuisance to the Landlord (or any superior Landlord) or to the adjoining premises or which may be or become a liability against fire or otherwise or increase the cost of fire insurance. The tenant shall be liable for any sums attributable to an increase in the cost of fire insurance expenses incurred by the Landlord (or any superior Landlord) which is made necessary by the tenant.

9.13 To keep the grounds and garden in a neat and well cultivated and free from weeds and grass and to trim and cut and shrubs but not to remove any trees or plants on any part of the grounds or gardens without the prior written consent of the Landlord.

9.14 Not to keep or allow to be kept on the premises any animal of any description without the prior written consent of the Landlord.

9.15 Not to bring any additional furniture or fixtures on the premises without the prior written consent of the Landlord.

9.16 Not to play any musical instrument or to play any sound system as to cause annoyance, nuisance or disturbance to the adjoining premises or so as to be a nuisance to the adjoining premises (notwithstanding anything to the contrary in any lease or agreement in prejudice to the foregoing), not between the hours of 11 p.m. and 7 a.m.

9.17 To report immediately in writing to the Landlord any damage, disrepair, defect or defect on the premises and during the winter months to take such precautions to avoid damage by frost as may be necessary and to be liable for any damage caused by the tenant.

9.18 In the event of loss or damage to the premises or any part thereof by other causes to immediately inform the Landlord.

10. LANDLORD'S OBLIGATION

THE LANDLORD agrees as follows

10.1 To keep in tenantable repair and condition the premises and the common areas, except for damage caused by improper acts of the tenant or other persons on the premises.

10.2 To provide to the tenant before the commencement of the lease a copy of a valid gas and electrical safety certificate.

10.3 To ensure the fire safety of the premises.

10.4 To ensure that the premises are fit for the purpose for which they are let.

10.5 To repair and keep in working order any equipment provided for the use of the tenant.

10.6 To place the agreed deposit in a separate bank account within 14 days of receipt of the tenant's deposit, and to provide the tenant with prescribed information in Clause 5.1.

10.7 That the tenant in paying the rent and performing the various obligations he has agreed to perform shall hold and enjoy the premises during the term of the lease free from the claims of the Landlord or any person claiming through the Landlord.

10.8 To insure and keep insured the premises against fire and such other risks as may be specified in the lease by an insurance company of repute.

10.9 To return to the tenant any property left on the premises if the property is rendered uninhabitable or if the premises are in case of dispute to be settled by arbitration.

10.10 To pay all taxes, assessments and charges payable in respect of the premises, and to indemnify the tenant's obligation under Clause 6.1.

11. PROVIDED THAT:

11.1 If the rent or any instalment of the rent (whether or not) shall remain unpaid for at least 14 days after it is payable, or if the tenant breaches any other obligation under the lease, or if the premises are subject of a bankruptcy order or

the Landlord may re-enter the premises if the tenant breaches any of the restrictions on his power to do so. This clause shall come to an end without prejudice to the Landlord in respect of any breach of this Agreement.

11.2 Ownership of property left at the premises and not claimed within two months shall be the property of the Landlord who shall be entitled to sell or dispose of it.

11.3 Any Notice given or served by the Landlord shall be given or served if sent by registered post to the Landlord using the name and address given to the tenant using the name and address in this Agreement and if so sent shall be deemed to be given or served more than the second day after it was sent.

11.4 The deposit shall be retained in a custodial protection scheme as security for the performance of the obligations of the tenant and shall be repayable to the tenant on completion of the tenancy after deduction of any sums required to satisfy the obligations of the tenant or in part of any breach of any of the obligations if the utilities have been paid. The final amount to be repaid shall be agreed between the landlord and the tenant or the sum made within 10 days of notification of completion of the custodial scheme.

11.5 In the event of a dispute arising between the landlord and the tenant in respect of the return of the deposit, the parties shall refer the matter to Alternative Dispute Resolution (ADR) and the chosen tenancy deposit scheme.

11.6 If this Agreement or part of it is held to be invalid by a competent jurisdiction to be invalid under any statute such decision shall not affect the validity of the remaining terms of this Agreement which shall remain in full force and effect, unaffected, impaired or invalidated.

12. NOTICES

NOTICE under Section 48 of the Landlord and Tenant Act 1954. The tenant is hereby notified that

must be served on the Landlord to

[Insert Landlord's address]

AS WITNESS of which the parties
year first above written.

1. LANDLORD

SIGNED by the Landlord: _____

2. WITNESS TO LANDLORD SIGN

In the presence of: _____
signature]

Occupation: _____

3. TENANT(S)

SIGNED by the tenant(s): _____

[All tenants must sign the tenand

4. WITNESS TO TENANT SIGNAT

In the presence of: _____
signature]

Occupation: _____

Inventory of Fixtures and Fitt

[Insert full description of all fixtu

SIGNED by the Landlord: _____

SIGNED by the tenant(s): _____

[All tenants must sign the invent

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TENANT'S DETAILS
(Prescribed Information – Part 1)

Details of the holder of the deposit

Name:
Address:
Tel. No.
Email:

Tenant's Details

Name:
Address:
Tel. No.
Email:

Details of person who paid the deposit
(if different from the tenant)

Name:
Address:
Tel. No.
Email:

Purpose of the deposit

1. Any damage, or compensation for damage to fixtures and fittings or for missing items, subject to an apportionment of the cost of the damage and condition of each item at the start of the tenancy, insured risks and the cost of the landlord.
2. The reasonable costs incurred by the landlord in rectifying or remedying any damage to the premises or obligations under the tenancy agreement, including the cleaning of the premises.

3. Any unpaid accounts for utility services or other similar services for the property for which the tenancy agreement is made.
4. Any rent or other money due under the tenancy agreement of which the tenant is in arrears which remains unpaid after the termination of the tenancy.

Value of the deposit

The agreed deposit is in the sum of £[insert amount].

Deductions may be made from the deposit in accordance with clause 11.4 of the attached Tenancy Agreement.

A leaflet explaining how the deposit protection scheme from 2004 will be provided to the tenant [insert name].

Release of the deposit at the end of the tenancy

1. The landlord must pay the deposit to the scheme administrator and provide a receipt of the deposit. The landlord and tenant must confirm to all parties once the deposit has been paid into the scheme.
2. In the event that the landlord and tenant disagree as to which party is responsible for the deposit, they must decide between them which party is responsible for the deposit. The scheme administrator will be notified by the nominated lead tenant or landlord and the details of the deposit will be entered into the scheme.
3. If there is no dispute the scheme administrator will pay the deposit to the tenant, after the agreed deductions and after the tenant has agreed to the payment of the deposit or the landlord has agreed to the payment of the deposit within 14 days of the scheme being notified. If no agreement is reached on the payment of the deposit within 14 days, the scheme administrator will pay the deposit to the tenant or the landlord as agreed.
4. The scheme administrator will pay the deposit directly to the tenant's bank or credit card account or to an overseas bank accounts that the tenant has provided. The scheme administrator will make a small charge.

5. In the event of a dispute the amount (although any agreed amount with the landlord) until the outcome of the scheme administrator will then divide the amount on the ADR or court decision.
6. The agreed amount will include interest to meet the scheme's requirements. The interest payable will be equivalent to the rate in force in England less 2.32 percent.

Procedure for resolving a dispute

1. If the dispute cannot be resolved (and is not compulsory) refer the matter to the Adjudicator (ADR). They may instead refer the matter to court. However, this may take time and is free to the landlord and tenant. The Adjudicator of the tenancy agreement may refer the matter back to court in an event. If the parties do not agree to refer by ADR they must accept the court decision as binding.
2. The Landlord or his agent must complete the scheme administrator's form which can be obtained from the scheme administrator by contacting them at the address in clause 5.2 of the attached tenancy agreement.
3. If the landlord or his agent does not complete the notification form then the scheme administrator, in the tenancy agreement, invite the tenant to complete an in or check out report, or a copy of the report, within 10 days of being notified. If the scheme administrator wants to contest it. Failure to do so will result in the scheme administrator's decision being final.
4. The Adjudicator will aim to resolve the dispute as quickly as possible. After receiving the final documents from the scheme administrator, necessary has been gathered and the dispute resolution period has been allowed to expire.
5. The scheme administrator will issue a decision within 14 days of the ADR decision.

6. The time-scale specified in this agreement is at the discretion of the landlord, in his discretion if he considers it appropriate, or in exceptional circumstances, at the advice of the Adjudicator, or in exceptional circumstances, at the advice of either party to the tenancy, and the landlord shall act promptly.
7. The landlord or his agent, in any dispute arising from this agreement must co-operate with the tenant in the consideration of the dispute by the Adjudicator concerning the dispute.
8. If one party raises a dispute, the other party will contact the other party to discuss the dispute. If one party fails to reply the scheme, the Adjudicator will make a decision upon the information available to him.
9. If one party cannot contact the other party, the Adjudicator will co-operate either in agreement or in dispute to resolve the dispute and the Adjudicator will, in the case of the tenant being the claimant, submit a 'single claim' to the Adjudicator. A claim is not a joint one.
10. The statutory rights of the tenant will be exercised through the county court.

The Landlord/Agent confirms that the information provided is accurate to the best of his knowledge.

The tenant has been given the opportunity to confirm that by signing this document, he/she agrees to the best of the landlord's knowledge.

1. LANDLORD/AGENT
SIGNED by the Landlord/Agent: _____

2. TENANT(S)
SIGNED by the tenant(s): _____

Possession is required after: *[Insert date after serving this notice and possession is required]*

This Notice is dated: *[Insert date]*

Note: The length of the notice must be given before or on the date

LANDLORD:

SIGNED by the Landlord: _____

Name of the Landlord: *[Insert Landlord Name]*

Address of the Landlord: *[Insert Landlord Address]*

Landlord Telephone Number: *[Insert Landlord Telephone Number if contacted]*

LANDLORD AGENT:

If signed by an Agent on behalf of the Landlord, the Agent must be a qualified Agent.

Name of the Agent: *[Insert Agent Name]*

Address of the Agent: *[Insert Agent Address]*

Agent's Telephone Number: *[Insert Agent Telephone Number]*

Note: On or after the coming to an end of a tenancy a court must make an order for possession if a notice in this form is served.

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