

TENANCY AGREEMENT – INSURANCE

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 to the Landlord / Agent. If the Agent is a member of an insurance scheme, the Landlord will provide the Tenant with the details of the insurance information within 14 days of the start of the tenancy.

The purpose of the deposit shall be to cover:

5.1.1 Any damage, or compensation or costs for repairs to and fittings or for missing items from the premises, or to an apportionment or allowance for wear and tear, condition of each and any such items, or for the insured risks and repairs that are covered by the insurance.

5.1.2 The reasonable costs incurred by the Landlord in rectifying or remedying any major damage to the premises, obligations under the tenancy agreement, and the cleaning of the premises, its fixtures and fittings.

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

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

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

5.3 The deposit will not attract interest.

6. METHOD OF PAYMENT

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

Landlord / By cheque/cash collec

7. ASSURED SHORTHOLD TEN

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

8. DEFINITIONS

WHERE the context admits:

8.1 "The Landlord" is the register
includes the persons for the time
the determination of the tenancy

8.2 "The Tenant(s)" is/are the pr
includes persons deriving title un

8.3 Reference to "the premises" i
to the fixtures, furniture and effe

8.4 If the premises constitute a f

i) "The Block" shall mean the buil

ii) Insofar as the Landlord is entit
reasonable use of the entrance h
common parts of the block and g
occupiers of the block.

iii) If the flat is leasehold the Lan
charges under the lease and com
except to the extent that any obl
this Agreement in which case the

8.5 In this Agreement words imp
include the feminine gender and
the plural and where there are tw
time in the expression "The Land
their part in this Agreement shall

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.

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

9.3 To pay for all gas, electricity, water, heating, telephone, television, internet, and other services 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 rates on the premises.

9.5 To pay the licence fee for any premises.

9.6 To keep the premises and the contents in good decorative state and to preserve and repair (excepted) and not to remove any part of the premises (excepted) and in particular to keep all bath, sinks, drains and gulleys clear and freely running and to remove any blockages to drains and waste pipes, light bulbs, fluorescent lights and fuses and to replace the same at the cost of 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 (excepted) which are broken, lost or damaged (excepted).

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

9.9 Permit the Landlord or the Landlord's agents or the Landlord's agents to enter the premises at reasonable hours to enter the premises for the purpose of inspecting the premises and if necessary to carry out any repairs or improvements.

9.10 Not to assign, underlet, charge or sublet the premises or any part thereof without the Landlord's prior written consent.

occupation of the premises or gra
premises or any part thereof inclu
guests without the prior consent

9.11 To use the premises only as
profession, trade or business on t
any part thereof for any illegal or
board(s) or notice(s) on the prem

9.12 Not to do or permit or suffer
thereof anything which may be o
the Landlord (or any superior Lar
adjoining premises or which may
against fire or otherwise or increa
insurance. The tenant shall be lia
sums attributable to an increase
expenses incurred by the Landlor
which is made necessary by the t

9.13 To keep the grounds and ga
cultivated and free from weeds a
and shrubs but not to remove any
of the grounds or gardens withou
Landlord.

9.14 Not to keep or allow to be k
any description without the previe

9.15 Not to bring any additional f
previous written consent of the L

9.16 Not to play any musical inst
as to cause annoyance, nuisance
adjoining premises or so as to be
prejudice to the foregoing), not b
a.m.

9.17 To report immediately in wr
any damage, disrepair, defect or
and during the winter months to
precautions to avoid damage by f
be liable for any damage caused

9.18 In the event of loss or dama
other causes to immediately infor
and give details thereof sufficient
the insurance company.

9.19 To forward immediately upon request to the Landlord or its agents any correspondence addressed to the premises and to inform the Landlord of any proposal affecting the premises or any other premises or premises form part which may be affected by the premises or otherwise come to the attention of the tenant.

9.20 Not to leave the premises vacant for more than 14 days without informing the Landlord in writing and to activate the fire alarm and to activate the fire alarm and to activate the fire alarm secure when vacant and to activate the fire alarm.

9.21 Not to change or install any fixtures, fittings, or equipment on the premises or to make duplicate keys or to make duplicate keys without the written consent of the Landlord or the Landlord's agents.

9.22 Not to apply to change the tenancy.

9.23 To clean or pay for the professional cleaning of the contents thereof at the end of the tenancy.

9.24 To permit the Landlord or the Landlord's agents or any other person for a period of 14 months of the tenancy to enter the premises at any day time together with any prospective tenants of the premises.

9.25 Not to keep any offensive or noxious substances on the premises and not to keep any inflammable or explosive substances on the premises and not to do anything whatsoever which will increase the cost of insurance of the premises to be borne by the Landlord or such insurance to increase.

9.26 Not to do or to allow to be done anything which is a contravention of the terms of the tenancy agreement or which holds the premises.

9.27 To pay all fees, expenses, costs, charges, and expenses (including surveyor's fees) incurred by the Landlord or the Landlord's agents on the tenant of any breach of any term of the tenancy Agreement notwithstanding that the Landlord or the Landlord's agents may be granted by the court.

10. LANDLORD'S OBLIGATION
THE LANDLORD agrees as follows

10.1 To keep in tenantable repair and to carry out repairs to the premises except for improper acts of the tenant except

premises and the common areas

10.2 To provide to the tenant before the start of the term 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 in good repair

10.5 To repair and keep in working order any equipment.

10.6 To place the agreed deposit with a reputable firm 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 insurance company of repute.

10.9 To return to the tenant any property which is rendered uninhabitable 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 discharge the tenant's obligation under Clause 5.1

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 of the obligations subject of a bankruptcy order or if the tenant is the subject of the Landlord may re-enter the premises and the restrictions on his power to do so shall come to an end without prejudice to the Landlord in respect of any breach of the Agreement.

11.2 Ownership of property left a and not claimed within two months Landlord who shall be entitled to

11.3 Any Notice given or served if given or served if sent by registered the Landlord using the name and given to the tenant using the name this Agreement and if so sent shall than the second day after it was

11.4 The deposit shall be retained deposit protection scheme as set obligations and shall be repayable tenancy and after deduction of any Landlord whether wholly or in part tenants part and until final utilities deposit to be returned shall be agreed repayment of the agreed sum may the amount of the deposit to be r

11.5 In the event of a dispute arising in respect of the return of the deposit Alternative Dispute Resolution (ADR) the chosen tenancy deposit scheme

11.6 If this Agreement or part of competent jurisdiction to be invalid statute such decision shall not affect or the validity of the remaining terms Agreement which shall remain in affected, impaired or invalidated.

12. GUARANTOR

In consideration of the Landlord's GUARANTOR HEREBY COVENANTS the tenancy the tenant shall default perform his obligations under the pay the rent and observe and perform tenant is in default and make good and expenses thereby arising or in any time or indulgence granted by

13. NOTICES

NOTICE under Section 48 of the Land 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: _____

5. GUARANTOR

SIGNED by the Guarantor: _____

6. WITNESS TO GUARANTOR SIG

In the presence of: _____
signature]

Occupation: _____

Inventory of

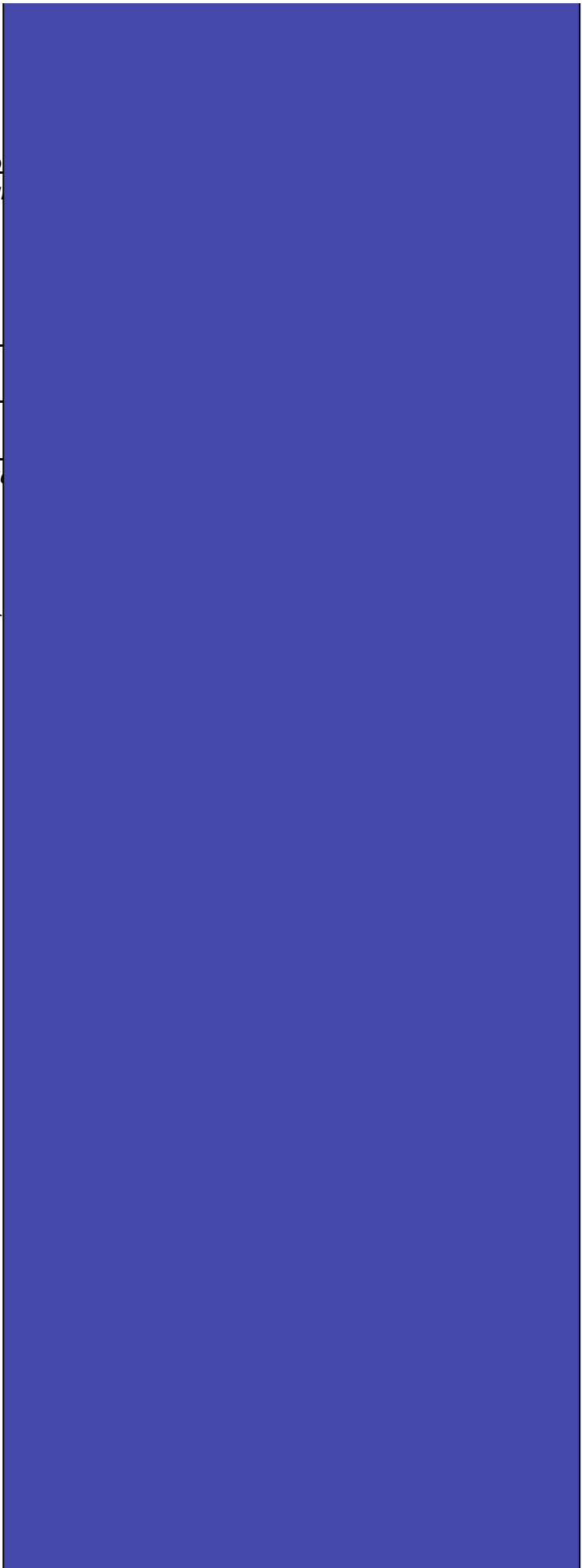
[Insert full description of all fixtures]

SIGNED by the Landlord: _____

SIGNED by the tenant(s): _____

[All tenants must sign the inventory]

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TENANT
(Prescribed Information – insurance scheme)

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 and fittings or for missing fittings subject to an apportionment of the age and condition of each part of the tenancy, insured risks of the landlord.

2. The reasonable costs incurred in rectifying or remedying any obligations under the tenancy agreement and the cleaning of the premises.
3. Any unpaid accounts for utility services or other similar services for property for which the tenant is responsible.
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 _____.

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 or his agent must return the deposit to the tenant or the tenant's agent within 10 *working days* of the tenancy coming to an end, after taking into account any deductions from the deposit. The landlord or his agent in writing to the tenant or the tenant's agent within *working days* thereafter if there are any deductions regarded by the tenant as disputed from the deposit.
2. If there is no dispute the landlord must return the deposit to the tenant or the tenant's agent according to the agreed deposit protection scheme. Payment of the deposit must be made within 10 days of the landlord or his agent receiving the deposit to be returned.
3. If the landlord and tenant or the tenant and the tenant's agent or the tenant or the landlord or the tenant's agent and the scheme administrator disagree as to the amount of the disputed amount be transferred to the scheme administrator.

- 10 calendar days of being
with the scheme admin
tenant wants to contest
adjudication and the sc
action to recover the de
5. The Adjudicator will aim
receiving the final docu
necessary has been gat
period has been allowe
 6. The scheme administr
days of the ADR decisio
 7. The time-scale specifie
discretion if he consider
advice, or in exceptiona
either party to the tena
promptly.
 8. The landlord or his age
agreement must co-ope
consideration of the dis
Adjudicator concerning
 9. If one party raises a dis
will contact the other pa
fails to reply the schem
and decision upon the i
 10. If the landlord or the ag
making reasonable effo
contact the landlord or
do so action must be ta
for the return of or ded
 11. In the event that the te
must decide between th
lead tenant. The schem
process with the nomin
scheme administrator o
the deposit into the sch

The Landlord/Agent confirms that
accurate to the best of his knowle

The tenant has been given the opportunity to confirm that by signing this document, they do so on the best of the landlord's knowledge.

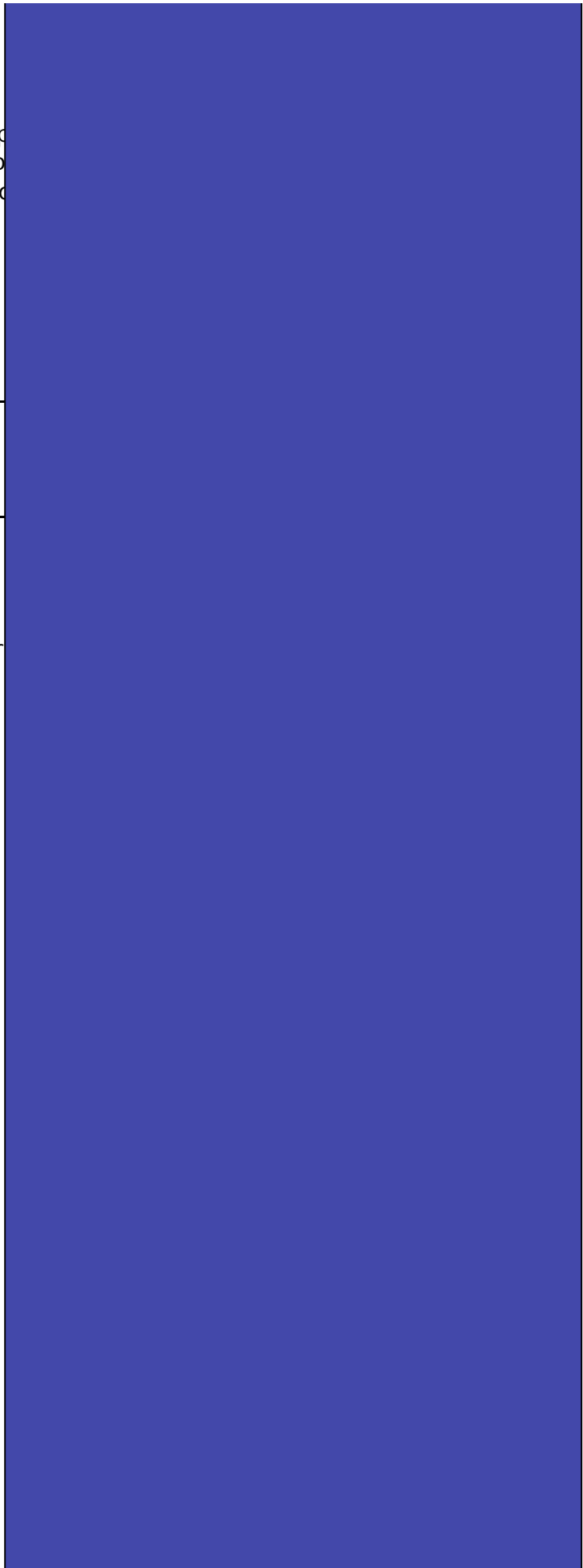
1. LANDLORD/AGENT

SIGNED by the Landlord/Agent: _____

2. TENANT(S)

SIGNED by the tenant(s): _____

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**NOTICE SEEKING POSSESSION OF
SHORTHOLD TENANCY (End of**

[Select correct section of the Housing Act 1988, if the tenancy has expired use section 21(4)(a), if not use section 21(1) or 21(2) as appropriate, if not otherwise stated, insert the following -

HOUSING ACT 1988, Section 21(1)
1996
HOUSING ACT 1988, Section 21(2)
1996

1. To Tenant: *[Insert name of tenant]*

Of: *[Insert full address of property]*

From Landlord: *[Insert Landlord's name]*

Of: *[Insert Landlord's address]*

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

Note: If there are joint landlords,

I / We give you notice that I / We
known as *[Insert full address of property]*

The Landlord intends to seek possession of the premises *following* -

Section 21(4)(a) as amended by
Section 21(1)(b) as amended by

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

This Notice is dated: *[Insert date]*

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

LANDLORD:
SIGNED by the Landlord: _____

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

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

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

LANDLORD AGENT:
If signed by an Agent on behalf of the Landlord, the name and address of the Agent.

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

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

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