

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 for damage, to the premises and fittings or for missing items from the premises, other than to an apportionment or allowance for fair wear and tear, condition of each and any such item, and the cost of insured risks and repairs that are not the responsibility of the tenant.

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 cost of 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 *[insert details of scheme administrator]*.

5.3 The deposit will not attract interest.

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 garden, the Tenant(s) shall be deemed to be occupying the block.

iii) If the flat is leasehold the Landlord shall be deemed to be the landlord for the purposes of the charges under the lease and compliance with the obligations of the Tenant(s) under this Agreement in which case the Tenant(s) shall be deemed to be the tenant.

8.5 In this Agreement words importing the feminine gender and the plural and where there are two meanings in the expression "The Landlord" their part in this Agreement shall be determined by the context.

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, pipes and gulleys clear and freely running and to remove any blockages to drains and waste pipes, to replace light bulbs, fluorescent lights and fuses and to maintain 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 which are 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 otherwise 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

9.11 To use the premises only as a residence or for any profession, trade or business on the premises or any part thereof for any illegal or prohibited purpose or in breach of any by-law, order, notice, board(s) or notice(s) on the premises

9.12 Not to do or permit or suffer to be done on the premises or 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's default.

9.13 To keep the grounds and garden in a neat and cultivated and free from weeds and grass and shrubs but not to remove any trees or plants 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 animals 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 or cause 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 deterioration of the premises and during the winter months to take such precautions to avoid damage by frost or snow as may be required and to be liable for any damage caused by the tenant's default.

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

10. LANDLORD'S OBLIGATION

THE LANDLORD agrees as follows

10.1 To keep in tenantable repair (except for damage caused by improper acts of the tenant except for the premises and the common areas)

10.2 To provide to the tenant before the start of the tenancy 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

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 with a deposit protection scheme 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 tenancy without the interference of the Landlord or any person claiming to be the Landlord

10.8 To insure and keep insured the premises against fire and such other risks as may be specified in the insurance policy of a reputable 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, rates 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 of the obligations subject of a bankruptcy order or if the tenant is subject to the Landlord may re-enter the premises

restrictions on his power to do so 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

11.3 Any Notice given or served by the Landlord shall be deemed to have been 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 given in this Agreement and if so sent shall be deemed to have been received not later than the second day after it was

11.4 The deposit shall be retained by the Landlord in a tenancy deposit protection scheme as specified in the tenancy agreement and shall be repayable to the tenant at the end of the tenancy and after deduction of any amounts due to the Landlord whether wholly or in part and until final utility bills have been paid the deposit to be returned shall be agreed between the Landlord and the tenant and repayment of the agreed sum may be made by the Landlord in the amount of the deposit to be returned

11.5 In the event of a dispute arising between the Landlord and the tenant in respect of the return of the deposit the Landlord shall refer the dispute to Alternative Dispute Resolution (ADR) or to the chosen tenancy deposit scheme

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

12. NOTICES

NOTICE under Section 48 of the L
The tenant is hereby notified that
must be served on the Landlord b

[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

[Insert full description of all fixtures and fittings]

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 for loss of fixtures and fittings or for missing items, subject to an apportionment of the cost of repair, the age and condition of each item at the start of the tenancy, insured risks and the liability 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 days of the termination of the tenancy coming to an end, after taking into account any deductions from the deposit. The landlord or his agent in writing within 10 *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 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 cannot agree the amount to be returned to the tenant or the landlord or if there is a dispute, the amount must be transferred to the scheme administrator. The disputed amount be transferred to the scheme administrator within 10 days of the termination of the tenancy.

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The Landlord/Agent confirms that
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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.

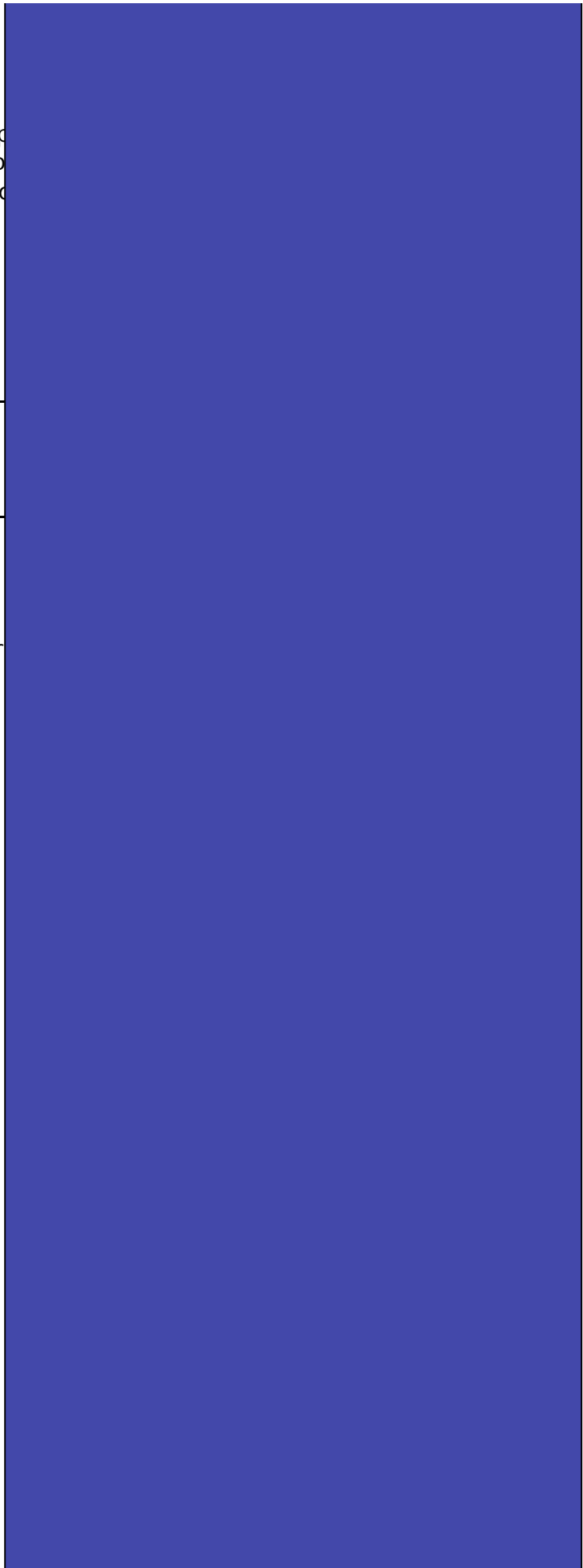
1. LANDLORD/AGENT

SIGNED by the Landlord/Agent: _____

2. TENANT(S)

SIGNED by the tenant(s): _____

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

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 name of the 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 a notice in this form.

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