

TENANCY AGREEMENT – CUST

For Letting A Unfurnished Dwelling
Under Section 20 of the Housing
As amended by the Housing Act 1

THIS AGREEMENT is made on the
year]

BETWEEN:

LANDLORD: *[Insert Landlord's na*
(hereinafter called "The Landlord

AND

TENANT: *[Insert Tenant or Tenan*
current address or addresses] (he

1. PREMISES

WHEREBY the Landlord lets and t
as:

[Insert full address of property to
Premises").

2. CONTENTS

TOGETHER WITH the fixtures and
for the term, rental and deposit p
of payment so prescribed.

3. TERM

From: *[Insert start date of tenan*

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 by the Tenant. This will be held under a custodial arrangement.

The purpose of the deposit shall be to cover:

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

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, or 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 *[insert details of scheme administrator]*.

5.3 Any interest on the deposit will be held in accordance with the scheme administrator's rules shall be paid to the Landlord / Tenant / Landlord's Agent.

6. METHOD OF PAYMENT

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

statements.

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

9.3 To pay for all gas, electricity and other utilities 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 premises.

9.6 To keep the premises and the contents in good decorative state and to preserve them from wear, tear, fire, damage and repairs which are not 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 blockages to drains and waste pipes and to replace 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 (which are broken, lost or damaged and not 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 at reasonable hours to enter the premises for the purpose thereof and if necessary to carry out the obligations of the Landlord.

9.10 Not to assign, underlet, charge or sublet the occupation of the premises or grant any licence for the occupation of the premises or any part thereof including to invite guests without the prior consent of the Landlord.

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

9.12 Not to do or permit or suffer thereon or therefrom anything which may be or become a liability of the Landlord (or any superior Landlord) or which may increase the cost of fire or other insurance against fire or otherwise or increase the cost of insurance. The tenant shall be liable for the cost of any sums attributable to an increase in the cost of such insurance or expenses incurred by the Landlord which is made necessary by the tenant.

9.13 To keep the grounds and garden cultivated and free from weeds and grass and shrubs but not to remove any trees or plants of the grounds or gardens without the 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 written consent of the Landlord.

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

9.16 Not to play any musical instrument or to cause any noise or vibration as to cause annoyance, nuisance or disturbance to adjoining premises or so as to be prejudicial to the health or comfort of the occupants of adjoining premises (not being 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 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 contents thereof by fire or other causes to immediately inform the Landlord and give details thereof sufficient to enable the Landlord to claim from the insurance company.

9.19 To forward immediately upon request to the Landlord's agents any correspondence addressed to the tenant on the premises and to inform the Landlord of any change of address.

proposal affecting the premises or any part of the premises form part which may be or otherwise come to the attention of the tenant.

9.20 Not to leave the premises vacant for more than 30 days without informing the Landlord and to keep the premises secure when vacant and to activate any alarm system.

9.21 Not to change or install any fixtures, fittings, or equipment on the premises 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 for 14 days of the tenancy to enter the premises at any day time together with any prospective tenants to view the premises.

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

9.26 Not to do or to allow to be done on the premises in contravention of the terms of the tenancy agreement or to hold the premises.

9.27 To pay all fees, expenses, costs, and charges (including surveyor's fees) incurred by the Landlord in connection with the enforcement of the tenancy agreement on the tenant of any breach of any term of the tenancy Agreement notwithstanding that the tenant has been granted by the court.

10. LANDLORD'S OBLIGATION

THE LANDLORD agrees as follows

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

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

copy of a valid gas and electrical

10.3 To ensure the fire safety of

10.4 To ensure that the premises

10.5 To repair and keep in working
equipment.

10.6 To place the agreed deposit
14 days of receipt of the tenant's
tenant with prescribed informatio
in Clause 5.1.

10.7 That the tenant in paying the
various obligations he has agreed
hold and enjoy the premises durin
Landlord or any person claiming

10.8 To insure and keep insured
against fire and such other risks
insurance company of repute.

10.9 To return to the tenant any
property is rendered uninhabitab
in case of dispute to be settled by

10.10 To pay all taxes, assessme
payable in respect of the premise
tenant's obligation under Clause

11. PROVIDED THAT:

11.1 If the rent or any instalment
(or not) shall remain unpaid for at
payable, or if the tenant breaches
subject of a bankruptcy order or
the Landlord may re-enter the pr
restrictions on his power to do so
shall come to an end without prej
the Landlord in respect of any bre
Agreement.

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

11.3 Any Notice given or served on the Landlord or given or served if sent by registered post on behalf of 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 no later than the second day after it was given or served.

11.4 The deposit shall be retained in a custodial 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 of the tenant if utilities have been paid. The final amount to be repaid shall be agreed between the landlord and the tenant and a sum made within 10 days of notification of completion of the custodial scheme.

11.5 In the event of a dispute arising 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. EARLY TERMINATION

12.1 The Landlord may, at his option, terminate this Agreement within the first six months by notifying the tenant in writing that this Agreement shall cease and terminate on the date of delivery of such Notice. Such termination shall not affect liabilities, which may have arisen under this Agreement.

12.2 The tenants may, at their option, terminate this Agreement within the first six months by notifying the Landlord in writing that this Agreement shall cease and terminate on the date of delivery of such Notice. Such termination shall not affect liabilities, which may have arisen under this Agreement.

13. 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: _____

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 loss of or damage to fixtures, fittings and fittings or for missing or damaged 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 landlord.
2. The reasonable costs incurred by the landlord in rectifying or remedying any breach of the tenant's obligations under the tenancy, 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 end 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, the landlord and tenant must decide between them which party is responsible for the deposit. The scheme administrator will not be involved with the nominated lead tenant. The scheme administrator will be responsible for the details of the deposit once it has been paid 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 tenant has reached agreement on the amount of the deposit to be paid to the tenant.
4. The scheme administrator will pay the deposit directly to the tenant's bank or overseas bank accounts through the scheme administrator. The scheme administrator will make a small charge.

5. In the event of a dispute the agreed amount (although any agreed amount is subject to the landlord) until the outcome of the scheme administrator will then divide the agreed 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 of interest 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 the matter by ADR they must accept the Adjudicator's 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 telephone number 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, inventory or check out report, or other document, within 10 days of being notified of the dispute the scheme administrator will accept the scheme administrator's decision. Failure to do so will be taken as an admission that the landlord wants to contest it. Failure to do so will be taken as an admission that the landlord wants to contest it. Failure to do so will be taken as an admission that the landlord wants to contest it.
4. The Adjudicator will aim to resolve the dispute as quickly as possible. After receiving the final documents from the scheme administrator, the necessary has been gathered and the Adjudicator's decision period has been allowed for.
5. The scheme administrator will accept the scheme administrator's decision within 10 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 will act promptly.
7. The landlord or his agent, in the event of a dispute, must co-operate with the tenant in the consideration of the dispute by the Adjudicator concerning the tenancy.
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 as soon as possible. In the case of the tenant being unable to contact the landlord, the tenant will submit a 'single claim' and the Adjudicator will make 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, they agree to the best of the landlord's knowledge.

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

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

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

[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 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, insert all names and addresses.

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

The Landlord intends to seek possession of the property following -

Section 21(4)(a) as amended by

Section 21(1)(b) as amended by

Possession is required after: *[Insert date from which possession is required after serving this notice and possession is to be taken]*

This Notice is dated: *[Insert date]*

Note: The length of the notice must be at least 2 months and may be given before or on the date of expiry of the tenancy.

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 Agent must be a qualified 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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