

TENANCY AGREEMENT – CUSTOMER

For Letting A Unfurnished 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 and fittings and the contents of the Premises for the term, rental and deposit payable by the Tenant and the mode of payment so 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 grounds, 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 this Agreement in which case the Tenant(s) shall be deemed to be the tenant(s).

8.5 In this Agreement words importing the feminine gender and the plural and where there are two or more persons at any one time in the expression "The Landlord" shall be deemed to include 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 (as amended) and to provide the landlord with the statements required by the Money Laundering Regulations 2007 (as amended) and to provide the landlord with the statements required by the Money Laundering Regulations 2007 (as amended).

9.2 To pay the rent in the amount specified in this Agreement without deduction of any payments made by Third Parties (including any payment on behalf of the tenant) and to pay 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 in respect of telecommunication services (if any) and 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 use of the 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 and gulleys clear and freely running and to remove blockages to drains and waste pipes and to replace light bulbs, fluorescent lights and fuses and to repair the same the tenant, his servants or agents.

9.7 To yield up the property at the end of the term in the same 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 to enter the premises at reasonable hours to enter the premises and to inspect the same thereof and if necessary to carry out any repairs or improvements.

9.10 Not to assign, underlet, charge, sublet, or otherwise permit the occupation of the premises or grant of any part thereof including to guests without the prior consent

9.11 To use the premises only as a residence or for any 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 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 increase the cost of insurance against fire or otherwise or increase the cost of insurance. The tenant shall be liable for any sums attributable to an increase in the cost of insurance expenses incurred by the Landlord which is made necessary by the tenant

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 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 previous written consent of the Landlord.

9.15 Not to bring any additional furniture or chattels on the premises without the previous 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 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 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 in writing and give details thereof sufficient to enable the Landlord to

the insurance company.

9.19 To forward immediately upon receipt to the insurance agents any correspondence addressed to the premises and to inform the Landlord of any proposal affecting the premises or any part of the premises or any premises form part which may be added to the premises 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 activate and maintain adequate security when vacant and to activate and maintain adequate security when vacant.

9.21 Not to change or install any fixtures, fittings, or equipment on the premises or to make duplicate keys to the premises 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 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 or to become liable for 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 which holds the premises.

9.27 To pay all fees, expenses, costs, and charges (including surveyor's fees) incurred by the Landlord 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 and condition the premises and the common areas except for damage caused by improper acts of the tenant or his agents

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 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 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 and charges payable in respect of the premises and to indemnify the tenant's obligation under Clause 9.10

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 his obligations subject of a bankruptcy order or if the tenant is subject to a winding up order 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 end of the tenancy 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 given or served if sent by registered post to the Landlord using the name and address of the Landlord given to the tenant using the name and address given in this Agreement and if so sent shall be deemed to be given not later than the second day after it was

11.4 The deposit shall be retained in accordance with the provisions of the tenancy deposit 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 of the tenant if the 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 by a statute such decision shall not affect the validity of the remaining terms of this Agreement which shall remain in 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 any notice must be served on the Landlord at

[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 –

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 the premises, or for loss of or damage to fixtures, fittings or for missing items, subject to an apportionment of the cost of the damage and condition of each part of the premises at the start of the tenancy, insured risks and the cost of repairs to the premises by 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 tenant a receipt of the deposit. The tenant must confirm to all parties once the deposit has been received.
2. In the event that the tenant and landlord decide between them which party is to be the tenant. The scheme administrator will liaise with the nominated lead tenant to ensure the details of the tenancy are entered into the scheme.
3. If there is no dispute the scheme administrator will pay the agreed deductions and the balance of the deposit or the agreed amount within 10 days of the scheme being reached agreement on the termination of the tenancy.
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 decision of the scheme administrator until the outcome of the ADR or court decision) until the outcome of the ADR or court decision 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 interest payable will be equivalent to the rate of interest payable 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 scheme administrator (ADR). They may instead refer the matter to court. However, this may take time and is free to the landlord and tenant. The scheme administrator of the tenancy agreement may refer the matter to court in an emergency. If the parties do not agree to refer the matter 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 writing, may require the landlord or his agent to complete the notification form, in writing, within 10 days of being notified. If the landlord or his agent does not complete the notification form within 10 days of being notified the scheme administrator may refuse to accept the notification form. Failure to complete the notification form within 10 days of being notified may result in the scheme administrator refusing to accept the notification form. Failure to complete the notification form within 10 days of being notified may result in the scheme administrator refusing to accept the notification form.
4. The Adjudicator will aim to complete the dispute resolution process as quickly as possible. The Adjudicator will receive the final documents from the parties as soon as necessary has been gathered. The Adjudicator will allow a period of 10 days for the parties to provide any necessary documents. A period of 10 days has been allowed for the parties to provide any necessary documents.
5. The scheme administrator will issue the 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 to give such advice, or in exceptional circumstances at the discretion of either party to the tenancy agreement. The landlord will act promptly.
7. The landlord or his agent under this agreement must co-operate with the tenant in the consideration of the dispute by the Residential 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 will proceed to a decision upon the information provided.
9. If one party cannot contact the other party to co-operate either in agreement or in dispute to resolve the dispute and the landlord in a case of the tenant being the claimant, the tenant submitting a 'single claim' the 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): _____

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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