

TENANCY AGREEMENT – INSURANCE

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 prescribed in the Schedule of Rates 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 figures]*

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

The Landlord / Agent will hold the deposit. 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 receipt of the deposit.

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 for insured risks and repairs that are the responsibility of the Landlord.

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 *[details of scheme administrator]*.

5.3 The deposit will not attract interest.

6. METHOD OF PAYMENT

[Select one of the following - By cheque, By bank transfer, By cash]

*order to the Landlord's Agent / By
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 required statements of the Money Laundering Regulations.

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 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) 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 fixtures or fittings (in particular to keep all bath, sinks, showers, toilets and gulleys clear and freely running) and to prevent blockages to drains and waste pipes and to replace light bulbs, fluorescent lights and fuses as they become defective 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 (excepted) which are broken, lost or damaged during the term (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 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 a lease or sublease of any part thereof including to sublet to 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 unlicensed activity or to post any 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 or 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 good order, well cultivated and free from weeds and rubbish and to trim and shrubs but not to remove any trees or plants or 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 (not being 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 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 other than 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 receipt 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 of which the premises form part which may be proposed to be used for the premises or otherwise come to the attention of the Landlord.

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 for the premises without the written consent of the Landlord or the Landlord's agents.

9.22 Not to apply to change the title of the premises.

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 to enter the premises at any time during the term of the tenancy to enter the premises at any time during the term of the tenancy 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 risk of fire or insurance of the premises to become a fire risk or such insurance to increase.

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

improper acts of the tenant except
premises and the common areas

10.2 To provide to the tenant before
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 information
in Clause 5.1.

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

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

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

10.10 To pay all taxes, assessments
payable in respect of the premises
tenant's obligation under Clause 9

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 premises
restrictions on his power to do so
shall come to an end without prejudice
the Landlord in respect of any breach
Agreement.

11.2 Ownership of property left at the premises and not claimed within two months shall vest in the 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 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 on the second day after it was

11.4 The deposit shall be retained in a deposit protection scheme as specified in the obligations and shall be repayable to the tenant after tenancy and after deduction of any amounts due to the Landlord whether wholly or in part and until final utilities are paid and the deposit to be returned shall be agreed and repayment of the agreed sum made within the amount of the deposit to be returned

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) or the chosen tenancy deposit scheme

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

12. EARLY TERMINATION

12.1 The Landlord may, at his option, terminate the Agreement within the first six months by notifying the tenant in writing. The Agreement shall cease and terminate on the date of delivery of such Notice. The tenant shall remain liable for any liabilities, which may have arisen

12.2 The tenants may, at their option, terminate the Agreement within the first six months by notifying the Landlord in writing. The Agreement shall cease and terminate on the date of delivery of such Notice. The Landlord shall remain liable for any liabilities, which may have arisen

13. NOTICES

NOTICE under Section 48 of the Landlord and Tenant Act 1954.
The tenant is hereby notified that a notice to quit must be served on the Landlord by

[Insert Landlord's address]

AS WITNESS of which the parties have signed this notice one year first above written.

1. LANDLORD

SIGNED by the Landlord: _____

2. WITNESS TO LANDLORD SIGNATURE

In the presence of: _____

signature]

Occupation: _____

3. TENANT(S)

SIGNED by the tenant(s): _____

[All tenants must sign the tenancy agreement]

4. WITNESS TO TENANT SIGNATURE

In the presence of: _____

signature]

Occupation: _____

TENANT'S DETAILS
(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, age and condition of each item at the start of the tenancy, insured risks and other risks agreed with 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 landlord or the tenant or the landlord or the scheme administrator disagree over 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
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either party to the tena
promptly.
 8. The landlord or his age
agreement must co-ope
consideration of the dis
Adjudicator concerning
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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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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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