

## 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 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 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 scheme 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 missing items for the premises and fittings or for missing items for the premises to an apportionment or allowance of the deposit in the condition of each and any such items at the end of the tenancy, insured risks and repairs that are 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 or obligations under the tenancy agreement, including 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 to the Landlord 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 create an assured shorthold tenancy (in 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) who occupies the premises and includes persons deriving title under him/her/it.

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 this Agreement in which case the Tenant(s) shall be deemed to be the tenant(s) for the purposes of the lease.

8.5 In this Agreement words importing the masculine gender include the feminine gender and vice versa.

the plural and where there are two times in the expression "The Landlord and Tenant" 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 for any payments made by Third Parties or any payment on behalf of the tenant or any such third parties acquiring status as tenants of the premises.

9.3 To pay for all gas, electricity and other charges 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 premises used for the purpose of a business.

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 and to replace light bulbs, fluorescent lights and fuses and to repair the same (excepted) by 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 (excepted) which are broken, lost or damaged (excepted).

9.8 Not to make any alteration or  
thereof without the Landlord's pri

9.9 Permit the Landlord or the La  
reasonable hours to enter the pre  
thereof and if necessary to carry

9.10 Not to assign, underlet, cha  
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 previ

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  
be liable for any damage caused

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

9.19 To forward immediately upon  
agents any correspondence addressed  
premises and to inform the Landlord  
proposal affecting the premises or  
premises form part which may be  
premises or otherwise come to the

9.20 Not to leave the premises vacant  
days without informing the Landlord  
secure when vacant and to activate

9.21 Not to change or install any  
premises or to make duplicate keys  
Landlord or the Landlord's agents

9.22 Not to apply to change the tenancy

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

9.24 To permit the Landlord or the  
months of the tenancy to enter the  
day time together with any prospective  
premises.

9.25 Not to keep any offensive or  
premises and not to keep any information  
do anything whatsoever which will  
insurance of the premises to become  
such insurance to increase.

9.26 Not to do or to allow to be done  
contravention of the terms of the  
holds the premises.

9.27 To pay all fees, expenses, costs  
surveyor's fees) incurred by the Landlord  
on the tenant of any breach of any  
Agreement notwithstanding that

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

**11. PROVIDED THAT:**

11.1 If the rent or any instalment (or not) shall remain unpaid for at least 14 days after it is payable, or if the tenant breaches any other term of the Agreement, or if the tenant is the subject of a bankruptcy order or a moratorium order under the Insolvency Act 1986, or if the Landlord may re-enter the premises in accordance with the restrictions on his power to do so in the Agreement, the restrictions shall come to an end without prejudice to the Landlord in respect of any breach of the Agreement.

11.2 Ownership of property left at the premises and not claimed within two months of the termination of the tenancy shall vest in the Landlord who shall be entitled to sell or otherwise dispose of it.

11.3 Any Notice given or served by the Landlord shall be validly given or served if sent by registered post to the tenant at the address given to the tenant using the name and address of the tenant in this Agreement and if so sent shall be deemed to have been given or served no later than the second day after it was sent.

11.4 The deposit shall be retained by the Landlord in a separate deposit protection scheme as specified in the 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 by the tenant and until final utilities are settled the deposit to be returned shall be agreed in writing and the repayment of the agreed sum may be made by the Landlord and the amount of the deposit to be returned shall be as agreed in writing.

11.5 In the event of a dispute arising between the Landlord and the tenant 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 shall apply.

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 the 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 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 all liabilities, which may have arisen up to the date of termination.

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 tenants shall remain liable for all liabilities, which may have arisen up to the date of termination.

**13. GUARANTOR**

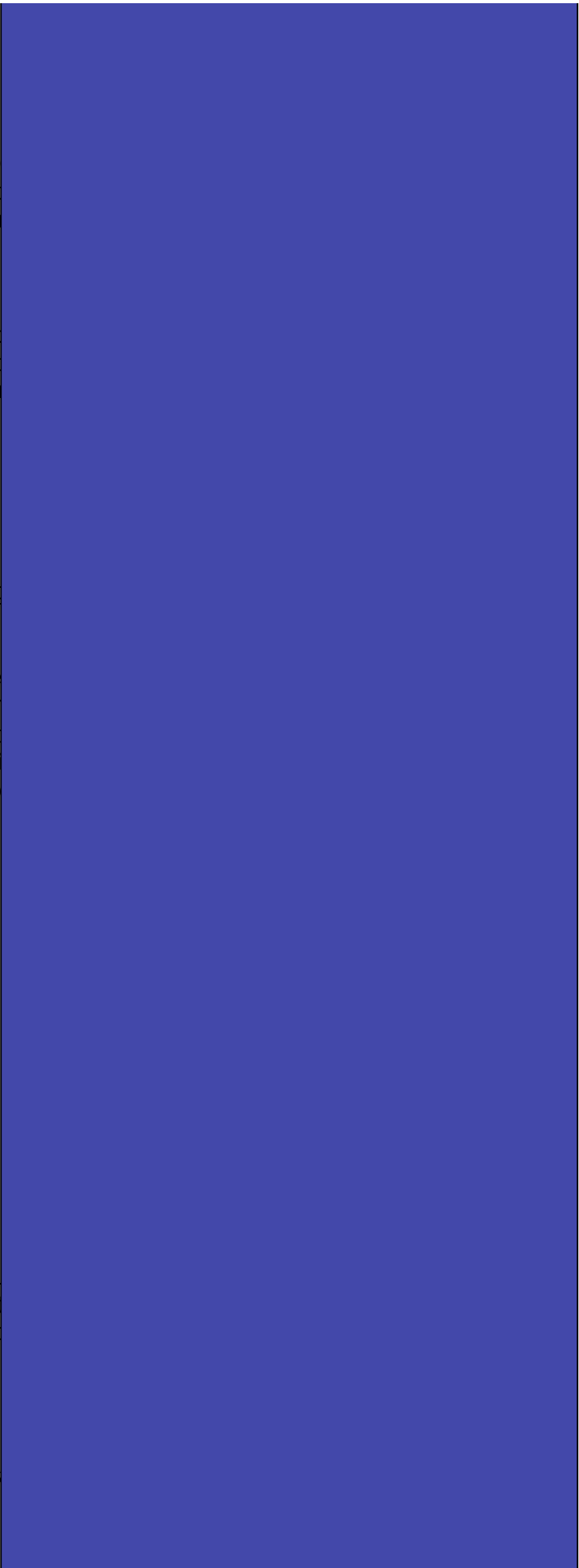
In consideration of the Landlord granting the tenancy the tenant shall default in performing his obligations under the Agreement if he fails to pay the rent and observe and perform the covenants contained therein. The Guarantor shall be liable for all sums due by the tenant and expenses thereby arising or incurred and for any time or indulgence granted by the Landlord.

**14. 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 the following address:

*[Insert Landlord's address]*

AS WITNESS of which the parties have signed and affixed their seals and signatures at the date and place first above written.



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: \_\_\_\_\_

**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, wear, age and condition of each item at the start of the tenancy, insured risks and the cost of the deposit to the landlord.
2. The reasonable costs incurred by the landlord in rectifying or remedying any damage to the property.

obligations under the tenancy agreement and the cleaning of the premises.

3. Any unpaid accounts for utility services or other similar services for the property for which the tenant is responsible.
4. Any rent or other money due under the tenancy agreement of which any part 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 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 tenancy coming to an end, after deducting any amounts due to the landlord or his agent in writing. The return of the deposit must be made within *working days* thereafter if there are no deductions regarded by the tenant as being due 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 agreement. 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 the tenant or the landlord is not satisfied with the scheme administrator's decision, the disputed amount be transferred to the scheme administrator. If the scheme administrator is satisfied that a genuine dispute is identified the landlord must return the deposit to the tenant within 10 days of the tenancy coming to an end.

days to lodge the disputed  
from the scheme.

4. Where there remains an u  
the tenant over the allocat  
submitted for adjudication.  
adjudication.
5. The statutory rights of the  
through the county court r

### **Procedure for resolving a d**

1. Upon the landlord and t  
returned, in full or in pa  
days. Failure to return t  
grounds for the tenant  
administrator.
2. If the dispute cannot be  
compulsory) refer the m  
(ADR). They may instea  
However, this may take  
free of charge to both t  
it is a condition of the t  
into ADR a judge may r  
administrator in any ev  
should be resolved by A  
decision as final and bir
3. The Landlord or his age  
completing the scheme  
which can be obtained f  
by contacting them at t  
clause 5.2 of the attach
4. If the landlord or his ag  
the notification form the  
agreed by the parties a  
tenancy raises the dispu  
the scheme administrat  
together with the releva  
agreement, inventory a  
check out report, corres  
10 calendar days of bei  
with the scheme admin

- tenant wants to contest adjudication and the scheme administrator will take action to recover the deposit.
5. The Adjudicator will aim to complete the process of receiving the final documents and the deposit if necessary has been gathered within the time period has been allowed.
  6. The scheme administrator will aim to complete the process within 14 days of the ADR decision.
  7. The time-scale specified in the scheme rules is subject to the discretion of the Adjudicator if he considers it appropriate to give advice, or in exceptional circumstances to allow either party to the tenancy to make representations promptly.
  8. The landlord or his agent and the tenant under the agreement must co-operate with the Adjudicator in the consideration of the dispute and the Adjudicator concerning the deposit.
  9. If one party raises a dispute, the Adjudicator will contact the other party to the dispute. If either party fails to reply the scheme administrator will make a decision upon the information available.
  10. If the landlord or the agent does not make reasonable efforts to contact the landlord or agent, the Adjudicator will do so. Action must be taken to ensure the return of or deduction of the deposit.
  11. In the event that the Adjudicator is unable to decide between the tenant and the landlord, the Adjudicator will refer the matter to the lead tenant. The scheme administrator will continue the process with the nominated tenant. The Adjudicator will refer the scheme administrator or the Adjudicator will refer the scheme administrator to the deposit into the scheme.

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, the tenant confirms that the best of the landlord's knowledge.

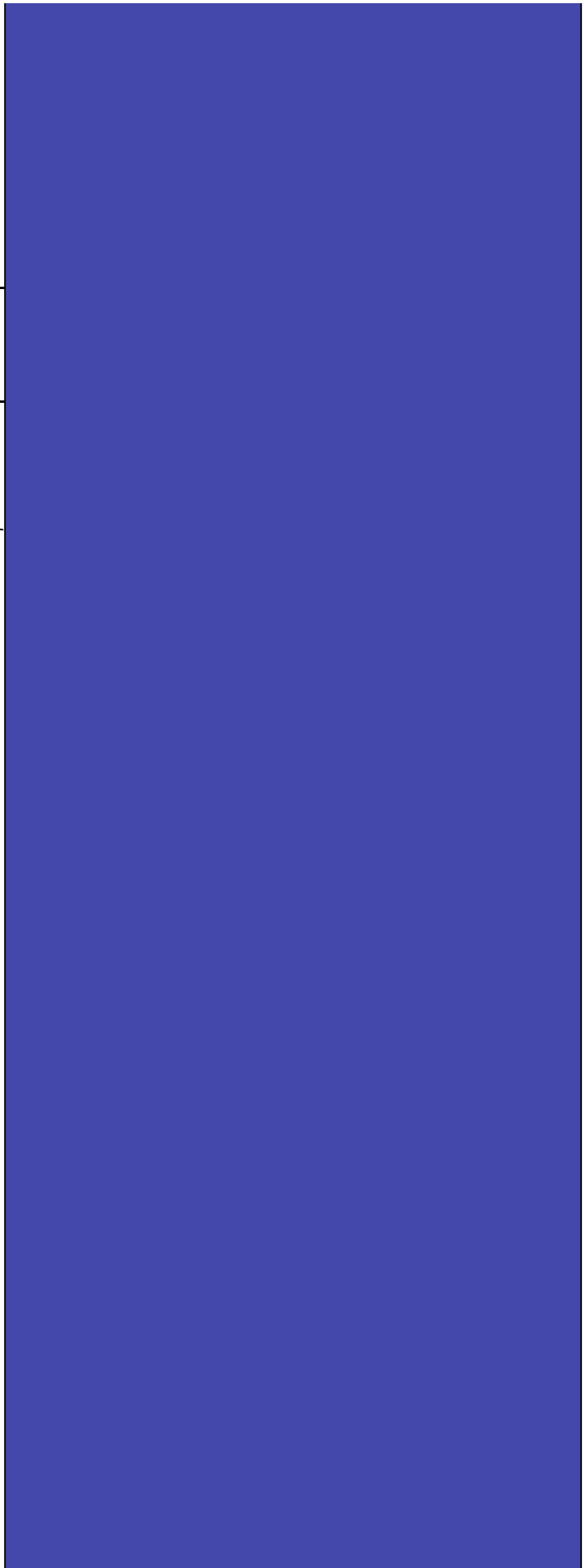
**1. LANDLORD/AGENT**

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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