

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 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 wear and tear in the condition of each and any such item at the start of the tenancy, 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, its obligations under the tenancy agreement, the removal and 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 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 occupied by the occupiers of the block.

iii) If the flat is leasehold the Landlord shall be liable for the service charges under the lease and common parts charges except to the extent that any obligation is imposed by this Agreement in which case the Tenant shall be liable.

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, and gulleys clear and freely running and to remove blockages to drains and waste pipes, to replace light 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 (except for wear, tear, fire, damage which are broken, lost or damaged 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 permit the occupation of the premises or grant any right of way over the premises or any part thereof including the parking of guests without the prior consent

9.11 To use the premises only as a residence or for a profession, trade or business on the premises and not to use any part thereof for any illegal or immoral purpose or to board(s) or notice(s) on the premises

9.12 Not to do or permit or suffer to be done on the premises 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 actions.

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 fixtures on the premises without the previous written consent of the Landlord.

9.16 Not to play any musical instrument or to play any sound as to cause annoyance, nuisance or disturbance to the adjoining premises or so as to be a nuisance or be a prejudice to the foregoing), not between the hours of 11 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 liable for any damage caused by the tenant.

9.18 In the event of loss or damage to the premises or other causes to immediately inform the Landlord.

and give details thereof sufficient to identify the insurance company.

9.19 To forward immediately upon receipt to the 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 part of the premises which may be affected by 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 in writing and to activate the fire alarm and to activate the fire alarm and to activate the fire alarm.

9.21 Not to change or install any electrical wiring on the premises or to make duplicate keys for the premises without the Landlord or the Landlord's agents consent.

9.22 Not to apply to change the tenancy 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 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 the insurance of the premises or to become liable for 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 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 is not 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 all fixed and movable equipment.

10.6 To place the agreed deposit with the Landlord 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, rates and charges payable in respect of the premises and to indemnify the tenant's obligation under Clause 9.1.

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 other obligation 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 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 be served not later than the second day after it was

11.4 The deposit shall be retained by the Landlord in a deposit protection scheme as specified in the tenancy obligations 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. The amount of the deposit to be repaid to the tenant shall be the amount of the deposit to be repaid to the tenant less the amount of the deposit to be repaid to the Landlord.

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) or to 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 competent 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: _____

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TENANT
**(Prescribed Information – ins
scheme)**

Details of the holder of the de

Name:
Address:
Tel. No.
Email:

Tenant's Details

Name:
Address:
Tel. No.
Email:

**Details of person who paid the
(if different from the tenant)**

Name:
Address:
Tel. No.
Email:

Purpose of the deposit

1. Any damage, or compensa
and fittings or for missing
subject to an apportionme
age and condition of each
the tenancy, insured risks
landlord.

- 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 administrat
days of the ADR decisio
 7. The time-scale specifie
discretion if he consider
advice, or in exceptiona
either party to the tena
promptly.
 8. The landlord or his age
agreement must co-ope
consideration of the dis
Adjudicator concerning
 9. If one party raises a dis
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.

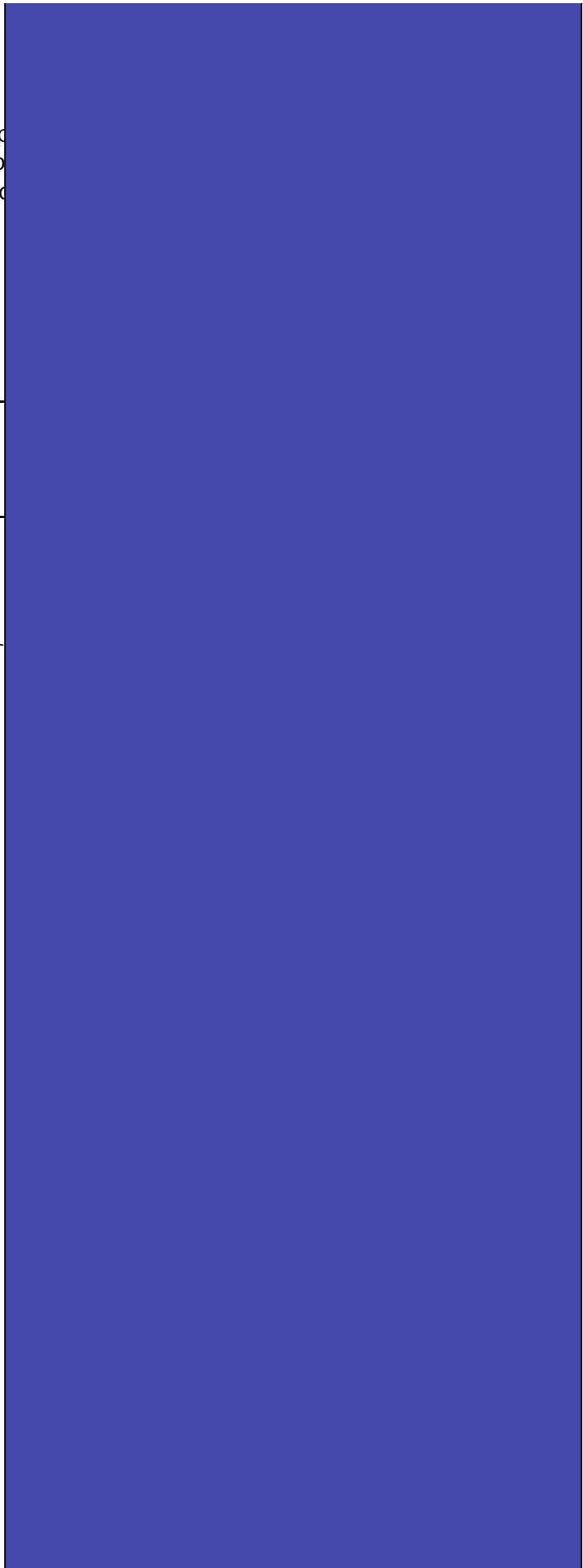
1. LANDLORD/AGENT

SIGNED by the Landlord/Agent: _____

2. TENANT(S)

SIGNED by the tenant(s): _____

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

[Select correct section of the Housing Act 1988, if tenancy has expired use section 21(4)(a), if not use section 21(1) or 21(2) as appropriate, if none of the following -

- HOUSING ACT 1988, Section 21(1)
- HOUSING ACT 1988, Section 21(2)
- HOUSING ACT 1988, Section 21(4)(a)
- HOUSING ACT 1988, Section 21(4)(b)
- HOUSING ACT 1988, Section 21(4)(c)
- HOUSING ACT 1988, Section 21(4)(d)
- HOUSING ACT 1988, Section 21(4)(e)
- HOUSING ACT 1988, Section 21(4)(f)
- HOUSING ACT 1988, Section 21(4)(g)
- HOUSING ACT 1988, Section 21(4)(h)
- HOUSING ACT 1988, Section 21(4)(i)
- HOUSING ACT 1988, Section 21(4)(j)
- HOUSING ACT 1988, Section 21(4)(k)
- HOUSING ACT 1988, Section 21(4)(l)
- HOUSING ACT 1988, Section 21(4)(m)
- HOUSING ACT 1988, Section 21(4)(n)
- HOUSING ACT 1988, Section 21(4)(o)
- HOUSING ACT 1988, Section 21(4)(p)
- HOUSING ACT 1988, Section 21(4)(q)
- HOUSING ACT 1988, Section 21(4)(r)
- HOUSING ACT 1988, Section 21(4)(s)
- HOUSING ACT 1988, Section 21(4)(t)
- HOUSING ACT 1988, Section 21(4)(u)
- HOUSING ACT 1988, Section 21(4)(v)
- HOUSING ACT 1988, Section 21(4)(w)
- HOUSING ACT 1988, Section 21(4)(x)
- HOUSING ACT 1988, Section 21(4)(y)
- HOUSING ACT 1988, Section 21(4)(z)

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,

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

The Landlord intends to seek possession of the premises *following* -

Section 21(4)(a) as amended by
Section 21(1)(b) as amended by

Possession is required after: *[Insert date on which possession is required after serving this notice and possession is sought]*

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 solicitor or a licensed conveyancer.

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 the tenancy a court must make an order for possession if a notice in this form is served.

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