**ASSURED SHORTHOLD TENANCY**

**Housing Act 1988 (As amended by the HA 1996)**

**For a Flat (Home Business)**

**In relation to the Unfurnished Premises:**

**British Landlords Association**

thebla.co.uk

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 **CONTENTS**

 Section No. | Headings | Page No.

1. Tenancy main Particulars 4
2. Deposit 5
3. Tenants Obligations 6
4. At the end of the tenancy 6
5. Right to rent 7
6. Condition of premises and repair 7
7. Cleaning 9
8. Utilities 9
9. Access and inspection 10
10. Alteration and redecoration 10
11. Electrical & Telephone Installation 11
12. Infestation 11
13. Washing – clothes 11
14. Affixation of items 11
15. Fixtures & Fittings 11
16. Drains 12
17. Refuse 12
18. Inflammable Substances and Equipment 12
19. Garden 12
20. Smoking 13
21. Animal and Pets 13
22. Usage 13
23. Cars 13
24. Insurance 13
25. Assignment 14
26. Illegal, Immoral Usage 14
27. Noise and Nuisance 14
28. Locks and Security 15
29. Vacating Premises 15
30. Costs and Charges 15
31. Consequences of Termination breach of Agreement 16
32. Superior Landlord 16
33. Inventory and Checkout 16
34. Notices Concerning the Premises 16
35. Landlords Obligations 17
36. Break Clause 18
37. Mutual Agreements 18
38. GDPR 20
39. Signature 21
40. Definition and interpretation 22

1. **TENANCY DETAILS**

**BETWEEN the Landlord & Tenant**:

**Landlord(s) Names are**

**The Tenant names (s)**

**Landlord Address for service**

**Permitted Occupier Names (s)**

**Address of the let property**

**Tenancy starts on**

**Date tenancy Ends**

**Period of tenancy (term)**

**Frequency (monthly/weekly)** **Payable Rent**

**Date of first rent payment is**

**Inventory was carried out on**

**Rent is Payable** in advance by equal payments on the rent due as set out above to be paid into Landlords / Agents Bank:

**Landlord Bank account No.** **Sort Code** - -

**Full account holders Name** **Name of Bank**

**The Deposit paid is (amount) Paid on**

**Pets: The Landlord(s) consent to the following pets (see page 13 & 24)**

**Number of permitted pets Pet next of Kin Mobile**

**Type, description of Pet(s)**

1. **Deposit**
	1. The tenancy deposit, if specified, is paid by the Tenant to the Landlord or Landlords Agent; if the Tenancy Deposit is to be paid by anyone other than the Tenant, the Tenant must provide details of who is paying the deposit below for the tenancy deposit scheme requirements; the Tenant must provide a copy of this agreement to any person referred to below for their security.

Name of any third party paying the tenancy deposit

Telephone number of any third party paying the deposit

Email address of any third party paying the deposit

Address of any third party paying the tenancy deposit:

2.2 The deposit is to be received by the Landlord or landlord's Agent, who will protect the tenancy deposit with a government-authorised scheme. The deposit can only be released or partially released by the tenancy deposit scheme provider’s rules or a Court order.

* 1. Any interest earned from the deposit belongs to the Landlord or Landlords Agent.
	2. The Deposit has been taken for the following purposes:
		1. Any damage, or compensation for the damage, to the premises, furniture, its Fixtures and Fittings or for missing items for which the Tenant is liable, subject to apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the Tenancy, insured risks and repairs that are the responsibility of the Landlord.
		2. The reasonable costs incurred in compensating the Landlord for rectifying or remedying any breach by the Tenant of the Tenant’s obligations under the Tenancy Agreement, including those relating to cleaning the premises and its fixtures and fittings.
		3. Any rent or other money due or payable by the Tenant under the Tenancy Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy.
		4. Any sum repayable by the Landlord to the local authority where housing benefit has been paid directly to the Landlord or the Landlord’s Agent by the local authority.
		5. Any damage caused or cleaning required as a result of pets occupying the Premises, either with or without the consent of the Landlord or the Landlord's Agent.
		6. Any reasonable legal and other professional fees incurred by the Landlord, including those incurred by the Landlord's Agent in enforcing the terms of this agreement, except where a court orders the Landlord to pay his costs in any court proceedings.
		7. Any reasonable costs incurred by the Landlord through the early termination of the Tenancy by the Tenant in breach of this Agreement, including pro-rata proportion of the Landlord’s re-letting costs.

**Protection of the Deposit**

* 1. The deposit will be protected with a government-authorised scheme in accordance with s.212 – s.215 of the Housing Act 2004, and the prescribed information relating to the protection of the tenancy deposit shall be served upon the tenant by the Landlord or Landlord's Agent.
1. **Tenants obligations**

**Rent**

* 1. Where the Tenant is more than one person, the Tenants are jointly and severally responsible and liable for all obligations under this agreement.
	2. To pay the rent and any other sum payable according to the terms of this agreement, whether formally demanding or not, including any legal increase in the rent.
	3. Any payment received for rent or any other sum payable under this agreement from a third party shall be paid on behalf of the Tenant and will not create any form of contract between such third party and the Landlord or Landlord's Agent.
	4. The Tenant shall not be entitled to withhold the payment of rent or any other sum payable under this agreement on the grounds that the Landlord or Landlord's Agent holds a deposit.
1. **At the end of the Tenancy**

4.1 If at any time during the Tenancy, the amount held in respect of the deposit is less than the sum stated, the Landlord or the Landlord’s Agent may require the Tenant to pay such amount as is required to increase the amount of the deposit accordingly. The Tenant shall pay any such amount within 14 days of the written demand.

* 1. At the end of the term and before returning the deposit, the Landlord or the Landlord’s Agent, on the landlord's instruction, shall first be entitled to deduct from the Deposit all such rent, monies, loss, expenses, and any other sum payable by the Tenant under this Agreement.
	2. The Landlord or Landlord’s Agent will be entitled to deduct from the Deposit all reasonable costs to reflect the administrative work undertaken to arrange any remedial works owing to any damage caused by the Tenant; the Tenant will be notified of the nature of such deductions in writing to the tenant or any persons named in this agreement who may have paid the Deposit.
	3. Should any deduction exceed the Deposit amount, the Tenant shall pay any shortfall within 14 days of the written demand.
	4. Any property or belongings of the Tenant or members of the Tenant's household left at the Premises will be considered abandoned if, after the end of the Tenancy and expiry of 14 days, the Tenant has not removed such property or belongings. In such circumstances, the Tenant shall be liable to pay to the Landlord or Landlord’s Agent:
	5. The reasonable costs incurred by the Landlord or Landlord’s Agent in storing, removing, or disposing of such property.
	6. Damages at a rate equivalent to the daily occupational rate of the premises calculated from the rent due under this agreement where any property or belongings cannot be easily removed from the premises or in any way prevents the Premises from being re-let, sold or occupied by the Landlord or owner.
	7. Any additional reasonable expenses incurred by the Landlord or Landlord’s Agent in checking the Inventory cannot be finalised until all property and/or belongings to the Tenant or from the tenant’s household have been removed.
	8. Where such amounts are not paid, the Landlord or Landlord’s Agent may deduct such amounts from the deposit.
1. **Right to Rent**
	1. By entering into this Agreement, you confirm that you have the right to rent premises in the UK; your immigration status permits you to rent premises in the UK.
	2. Notify the Landlord(s) or the Landlord's Agent in writing if your immigration status or right to rent in the UK has changed or is likely to change or you become disqualified from renting residential premises in the UK.
	3. Not to permit anyone to reside in any part of the Premises who does not have the right to rent in the UK and to notify the Landlord or the Landlord's Agent of any change in the immigration status or right to rent of any permitted occupier or other persons residing in the premises, whether agreed or not with the Landlord(s) or the Landlord's Agent.
2. **Condition of Premises and Repair**
	1. To keep the interior of the Premises, including any Fixtures and Fittings, in good repair and condition throughout the Term (with the exception only of the installation, which the Landlord is liable to repair under Section 11 of the Landlord & Tenant Act 1985.
	2. To keep the interior of the Premises in good decorative order and condition by the

 Tenant, and any person residing or visiting the Premises.

* 1. To take reasonable steps to take care of the Premises, including any fixtures and

 fittings and to keep the Premises and any Fixtures and Fittings clean and tidy

 condition.

* 1. To make good, pay for, or compensate the Landlord for:
		1. All damages to the Premises caused by the act or omission of the Tenant or any person who resides or visits the Premises.
		2. Repair or replace all Fixtures and Fittings that may be damaged, destroyed, lost, or stolen.
	2. Keep all electric lights in good working order and replace fuses, bulbs, and fluorescent tubes as needed.
	3. To test at regular intervals any battery-operated smoke and carbon monoxide alarms or detectors that may be fitted in the Premises and replace the battery supply when necessary.
	4. To promptly inform the Landlord or landlord Agent in writing of any smoke or carbon monoxide alarm or detector that may cease to work following a new battery being fitted.
	5. To immediately replace any glass window with the same quality glass, or better, should any legislation or regulation require it. Should any glass be broken or damaged by any act or omission of the Tenant, any person residing or visiting the Premises is to notify the Landlord or Landlord Agent immediately in writing.
	6. Promptly notify the Landlord or the Landlord's Agent by the agreed Mode of any Fixtures and Fittings that are defective or need to be repaired and are the landlord's obligation to repair under this agreement. Such notification must be sent via first-class recorded delivery or by email.
	7. To carry out repairs or other works for which the Tenant is responsible under this Agreement within one month, or sooner if appropriate, of receiving written notice to do so from the Landlord or Landlord Agent. If the Tenant fails to comply with such a notice, the Landlord or the Landlords Agent may notify the Tenant of such work to be carried out and the reasonable expenses of such works to be the liability of the Tenant whether or not initially paid by the Landlord or Landlords Agent.
	8. To take all appropriate precautions, including any reasonably required by the Landlord or Landlord's Agent, to prevent frost damage to any installation in the Premises.
	9. To take reasonable and prudent steps to heat and ventilate the Premises to help prevent condensation adequately. Where such condensation may occur, promptly wipe away and clean any surfaces from time to time to stop the build-up of mould growth or damage to the Premises, Fixtures, and Fittings.
	10. To inform the Landlord or landlord agent in the agreed Mode of any repairs required in or to the Premises for which the Landlord is responsible. The agreed Mode is defined as:
1. First class recorded delivery to the Landlords address for service,
2. Email any email address provided for such communication.

 The tenant herein agrees the above mode of reporting repairs is the only mode.

* 1. Not to carry out or instruct others to carry out any repairs in or to the Premises without the prior written authorisation of the Landlord or the Landlord's Agent, except in an emergency.
	2. The Tenant will be liable for the cost of any damage to any work carried out that breaches this Agreement.
	3. If the Tenant brings any gas appliance(s) into the Premises, the Tenant must ensure they are safe to use and are connected correctly by a qualified Gas Safe registered engineer and to stop using any gas appliance which is or becomes known to be dangerous to the occupants and or the Premises.
	4. If the Tenant brings any Solid Fuel Burning Appliance(s) onto the Premises, authorisation must first be obtained to do so from the Landlord or landlord agent and in any event, the Tenant is responsible for installing a carbon monoxide alarm or detector for such an appliance(s) the Tenant may bring into the Premises.
1. **Cleaning**
	1. To present the premises, fixtures, and fittings at the end of the tenancy in a clean and tidy condition and good order.
	2. To clean the inside and outside of the windows (and to take reasonable safety

 precautions when doing so) of the Premises as often as is necessary, when

 safe to do so before the expiry date or surrender of the lease.

* 1. To have any carpets, curtains, upholstery, or linen which may be professionally cleaned during and before the termination of the Tenancy.
	2. To have all working chimneys and flues (if any), made use of by the Tenant,

 thoroughly swept and cleaned.

1. **Utilities, Meters, TV License Fee and Telephone Lines**

8.1 Not to tamper, interfere with, alter, or add to the Utility installations or meters in or serving the Premises.

8.2 To pay all charges regarding Utilities consumed on the Premises, telephone lines installed on the Premises and television license fee.

8.3 To notify each of the Utilities and telephone suppliers immediately after the Commencement Date that the Tenant is now the account holder for the Utilities and telephone and to complete any applications necessary for the supply of Utilities and telephone lines to the Premises for the transfer of such accounts into the name of the Tenant.

* 1. The tenant shall not re-site or change any utility meters without the prior written consent of the Landlord or Landlord's Agent.

8.5 If consent is given to change any meter at the Premises, the Tenant shall be liable for the cost of removing and installing the new meter and for any damage caused by such removal or installation. The Tenant shall also be liable for the cost of the Landlord changing the meter to its original position or meter type.

8.6 The Tenant agrees that the landlord or the landlord's agent may provide data about the Tenant and the Premises to the suppliers of Utilities or telephone lines.

8.7 The Tenant may change the electricity supplier after the Commencement Date.

8.8 Pay the cost of emptying and cleaning the cesspit or septic tank (if any) annually before the expiration date of the tenancy.

8.9 If the water supply is metered, where the meter is accessible, the Landlord or the landlord agent will record in writing the meter readings on the Commencement Date, and the termination of the tenancy provided the Tenant brings the Tenancy to an end by this Agreement.

8.10 Where such a water meter is not accessible, the Landlord or the Landlord's Agent will arrange for the local water authority to record the meter readings as soon as possible before the Commencement Date and termination of the Agreement, which is not in breach of this Agreement. The Tenant shall be liable for the cost of the water usage.

8.11 If the Utilities or telephone supplies to the Premises are disconnected due to the Tenant's failure to pay any charge relating to the service(s) provided or resulting from any other act or omission by the Tenant, the Tenant shall repay to the Landlord or the Landlord's Agent all costs incurred in reconnecting the service, including any outstanding arrears there may be for such services.

1. **Access and Inspection**
	1. To permit the Landlord, Landlord Agent or a trade person to enter the Premises at a reasonable time on giving at least 24 hours notice, except in an emergency, for:
		1. Examining the Condition of the Premises,
		2. Inspecting, maintaining, repairing, altering, improving, or rebuilding any adjoining or neighbouring property.
		3. Maintaining, repairing, or replacing the Fixtures and Fittings.
		4. Any viewings the Landlord or Landlord’s Agent may wish to conduct in the event the property is marketed for sale or to let.
		5. Complying with any obligation imposed on the Landlord by Law.
	2. The Tenant will also permit entry to the Premises to all other persons authorised by the Landlord or Landlord’s Agent who may attend with or without the Landlord or Landlord’s Agent if the Tenant fails to permit access to the Premises at any appointments without first giving reasonable written notice of cancellation to the Landlord or Landlord Agent. In that case, the Tenant shall be liable for any costs incurred by the Landlord or Landlord's Agent for the time spent.
	3. To permit “For Sale” or “To Let” boards to be erected at the Premises in the last 2 months of the fixed term or anytime if the tenancy is periodic if the Landlord or owner wishes to market the Premises for Let or sale.
2. **Alteration and Redecoration**

10.1 Not to decorate or to make any alterations in or additions to the Premises and not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without the prior written consent of the Landlord or the Landlord Agent.

10.2 Not to permit any waste, spoil, or destruction to the Premises.

10.3 Not to do, or allow to be done, anything upon the Premises which shall cause damage to, or deterioration of the internal or external surfaces or coverings or decoration of such surfaces.

1. **Electrical & Telephone Installations**

11.1 Not to alter or extend the electrical installations, wiring or telephone installations or wiring at the Premises.

11.2 Ensure that the electrical circuits are not overloaded by inappropriate use of multi-socket adaptors, extension cables, or electrical appliances.

1. **Infestation**
	1. During the Tenancy, the tenant should take reasonable precautions to keep the Premises free of infestation by vermin, rodents, fleas, or ants. Where an infestation occurs resulting from any act or omission by the Tenants, anyone residing or visiting the Premises the Tenant shall be liable for any reasonable costs for treating, fumigating, and cleaning any affected areas in or around the Premises and for rectifying and removing the cause of such infestation.
2. **Washing - Clothes**

13.1 Not to hang any washing, clothes, or other articles outside the Premises other than a place designated or permitted by the Landlord or landlord agent for doing so.

13.2 Not to hang wet or damp items of washing upon any radiators, Fixtures, or Fittings and, in any event, to ensure the Premises are free from condensation or anything which may cause dampness and mould.

13.3 To ensure the Premises are ventilated and heated well when any damp or wet items of clothing may be placed anywhere in the Premises which is not in breach of this Agreement for the prevention of damp and mould growth.

1. **Affixation of Items**

14.1 Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior or interior of the Premises and not to install cable telephone and or cable television without first obtaining the written permission of the Landlord or the Landlord Agent, such consent is not to be unreasonably withheld.

14.2 Not to affix any items to the doors, walls, windows, or any fixtures and fittings on the premises internally or externally using glue, nails, adhesive fixings, or any other similar substance.

14.3 Subject to prior written consent from the Landlord or Landlord's Agent, the Tenant may hang pictures, frames, and placards on the internal walls of the Premises using fixtures designed for hanging the same. Before the end of the Tenancy, the Tenant must remove such fixtures and rectify any damage they may have caused.

1. **Fixtures and Fittings**

15.1 Not to remove any of the Fixtures and Fittings from the Premises without obtaining prior consent from the Landlord or landlord's Agent.

15.2 If consent is provided to remove any Fixtures and Fittings, the Tenant shall be responsible for storing such item(s) in a safe place and ensuring they remain undamaged and do not deteriorate. The Tenant shall be responsible for returning such items to their original places before the end of the Tenancy.

15.3 The Tenant shall pay the costs of any Fixtures and Fittings removed which are damaged or deteriorated and for any damage caused upon the removal or re-fitting of the same.

1. **Drains**

16.1 Do not overload, block or damage any drains, pipes, wires, cables, or any apparatus or installation relating to the services and utilities provided to the premises.

16.2 In the event of stoppages or blockages, take reasonable steps to clear any stoppage or blockage in the drains, sinks, toilets, water and waste pipes, and ventilation ducts that serve the Premises. If any stoppage or blockage cannot be cleared, contact the Landlord or Landlord's Agent.

16.3 The Tenant will be liable for the costs of any remedial works required to the drains, sinks, toilets, water and waste pipes and ventilation ducts should the remedial work be required owing to an act or omission from the Tenant.

16.4 To keep clean and in good working order and free from obstruction all sewers, drains, sanitary apparatus, water and waste pipes, air vents, and ducts exclusively served to or forming part of the Premises.

16.5 To take precautions when necessary to prevent damage to the sewers, drains, sanitary apparatus, water and waste pipes, air vents, and ducts exclusively served to or forming part of the Premises from frost or freezing.

16.6 Do not permit oil, grease, or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.

1. **Refuse**

17.1 To remove all rubbish from the Premises and to place it in the dustbin or receptacles provided.

17.2 Every week, ensure that refuse bags or, if applicable, the dustbin or other receptacles provided are left at designated refuse collection points on the designated refuse collection day.

1. **Inflammable Substances and Equipment**

18.1 Do not keep or use any paraffin heater, liquefied petroleum gas heater or portable gas heater on the premises. Not to store or bring onto the Premises any articles of combustible, flammable or dangerous nature, save in the case of matches, candles, or cigarette lighters.

18.2 If the Premises comprises a garage or any outbuilding, the Tenant may store up to 5 litres of fuel for use in machinery provided such fuel is kept in a suitable container in the garage or outbuilding.

1. **Garden**

19.1 To cut the grass (if any) of the Premises with an appropriate garden mower as necessary to keep the grass in or bring about a neat condition.

19.2 To keep the patio areas, paths, lawns, flower beds, shrubs, and bushes (if any) tidy and weed-free.

19.3 To allow any person(s) authorised by the Landlord or Landlord's Agent, on at least 24 hours’ notice having been given, access to the Premises to attend to the garden if necessary.

19.4 Do not lop, cut down, prune, remove or injure any trees, shrubs or plants growing on the Premises, and do not alter the general character of the garden.

1. **Smoking**

20.1 Not to smoke or permit any guests or visitors to smoke on the Premises unless permitted by the Landlord in writing.

20.2 Should the Landlord grant permission to the tenant to smoke and or allow visitors to smoke in the Premises, the Tenant will be liable to pay the costs of any professional cleaning, decoration or associated work required to remove the odour and or staining caused anywhere in the Premises.

1. **Animals and Pets**

21.1 Pets are permitted only unless expressly agreed by in this agreement.

21.2 If consent is given to the Tenant or any permitted occupier permission to keep animals or pets on the Premises, such consent may be withdrawn by providing two months in writing.

21.3 Where pets are kept with the landlord's permission, the tenant is required to have the premises professionally cleaned with a de-infestation cleaner before the termination of the tenancy.

21.4 To be liable for the costs of the professional cleaning, de-infestation and repairing any damage or deterioration owing to the keeping of any pets.

1. **Usage**

22.1 To occupy the Premises as a principal home.

22.2 The Premises shall be used as a private residence with written consent to run a home business, to be only occupied by the Tenant(s) and any permitted occupier(s).

22.3 The tenant has written consent from the landlord to run a business from home.

22.4 Not to erect, abandon or place any hut, shed, caravan, mobile home or similar, boat, commercial vehicle, or any hoarding on the Premises without the written consent of the Landlord or Landlord Agent, such permission not to be unreasonably withheld.

22.5 To ensure any Permitted Occupiers or visitors in the Premises comply with the Tenant's obligation under this Agreement and to be liable for any act or omission of Permitted Occupiers or visitors which would otherwise breach this agreement except for the payment of rent.

1. **Cars**
	1. Not to service, repair or conduct any other work on cars, motorcycles, vans, commercial vehicles or other vehicles at the Premises apart from general maintenance from time to time to a vehicle that the Tenant is the registered keeper of.
2. **Insurance**

24.1 To inform the Landlord or landlord agent as soon as practicable in case of loss or damage to the Premises or the Fixtures and Fittings. To assist the Landlord or the Landlords Agent with an insurance claim by providing full written details of the loss or damage as soon as is reasonably practicable.

24.2 Not to do anything that would knowingly render any insurance policy held by the Landlord on the Premises and or the Fixtures and Fittings void or to increase the rate of premium on any policy.

24.3 Not to deliberately do anything, and to take reasonable and prudent steps not to allow anything to be done by any permitted occupier(s), guests or visitors which leads to devastation, harm or ruin of the Premises or its contents.

24.4 To reimburse the Landlord for any excess sum payable under any insurance policies for any claim made on such policies which result from any act or omission from the Tenant, permitted occupier(s), guests, or visitors.

24.5 The Landlord is not responsible for insuring the Tenant's belongings or property within the Premises. The tenant must insure their own risk, including fire, flood, mould, leak, and alternative accommodation in the event of a fire or flooding.

1. **Assignment**

25.1 Not to assign the Tenancy of the Premises or any part of it to anyone else without the Landlord's written consent, and the tenant shall be liable for any of the Landlord's expenses there may be due to such a consented assignment.

25.2 Not to sub-let the Premises or any part of it without the written consent of the Landlord.

25.3 Should written consent be provided to assign the tenancy at the Premises or sublet the Premises, only permitted occupiers, assignees, and Subtenants Shall Be Allowed to reside at the Premises, and the tenant shall ensure the Premises are not overcrowded.

1. **Illegal, Immoral Usage**

26.1 Not to use the Premises or knowingly allow the Premises to be used for illegal or immoral purposes.

26.2 Not to use or allow any other person(s) to use, possess, cultivate, or consume any drugs mentioned in the Misuse of Drugs Act 1979 (as may be amended), any controlled, restricted substances which may at any time, whether before on or after the commencement of this Agreement.

1. **Noise and Nuisance**

27.1 Not to do or allow to be done on, or in connection with, the Premises which shall be a nuisance or annoyance to any person in the locality of the Premises.

27.2 Not to create or permit any unreasonable noise and particularly not to:

27.1.1 hold or allow to be held any social gathering,

27.1.2 to sing or allow singing,

27.1.3 to use or allow any machinery or other mechanical appliance.

27.1.4 to play or allow to be played any music, musical instruments, television, or radio in such a manner that causes or is likely to cause any nuisance, disturbance, or inconvenience to any person in the neighbouring, adjoining or adjacent properties.

27.1.5 Not to do or allow to be done any of the things referred to in clauses 27.1 to 27.1.5 between 23:00 and 07:00 on any day.

1. **Locks and Security**

28.1 Not to install or change any locks in the Premises (except in an emergency, in which case a key for the new locks must be provided to the Landlord and Landlords Agent) without prior written consent from the Landlord or the Landlords Agent.

28.2 To pay the cost of any damage arising out of changing locks with or without the written consent of the Landlord or Landlord's Agent.

28.3 Not to change any burglar alarm or the codes for the same (if any) without prior written consent from the Landlord or the Landlord's Agent. Where such consent is given, and a code is required to enable or disable the alarm, the code must be provided to the Landlord and Landlords Agent in writing.

28.4 If any additional keys are made in relation to the Premises, the Tenant shall deliver them to the Landlord or the Landlord's Agent upon the termination of the Tenancy.

28.5 If any keys to the Premises are lost or stolen, the lock for which the key is lost or stolen must be replaced for security. The Tenant shall pay the cost of replacing the lock for which the key has been lost or stolen to the Landlord or Landlord's Agent.

1. **Vacating Premises**

29.1 Not to leave the Premises vacant for any continuous period of more than 14 days without providing written notice to the Landlord or Landlord Agent prior.

29.2 If required by the Landlord or Landlord's Agent following receiving written notice of a period in which the Premises shall remain vacant, to drain all water supplies to the Premises to prevent the freezing of any water pipes, to ensure any stopcock is turned off, and to comply with any other condition reasonably required due to any vacant period.

29.3 Leave the heating on continuously or turn it on at regular intervals if on a timer if the Premises are left vacant in winter months.

29.4 To ensure that all external doors and windows are locked and/or bolted (depending on how the windows lock) and that the burglar alarm (if fitted) is activated when the premises are vacant.

1. **Costs and Charges**

30.1 To pay to the Landlord or landlord agent all reasonable costs and expenses incurred (including but not limited to) the costs of any of the Landlord solicitors or other legal professionals or advisors to:

30.1.1 The recovery of rent or any other payment due owed resulting from any breach of this Agreement.

30.1.2 The enforcement of any of the provisions of this Agreement.

30.1.3 The service of any notice relating to a breach by the Tenant of any of the Tenant’s obligations under this Agreement, whether such breach results in Court proceedings or not, unless otherwise ordered by a Court in any proceedings.

30.1.4 To pay any reasonable costs to the Landlord or Landlord's agent arising out of this Agreement for any act or omission that is to or has incurred the Landlord or Landlord's Agent any costs.

30.1.5 To pay the costs or part of the costs for any services that the Landlord may require from the Landlord's Agent, but not any payment that constitutes a prohibited payment under the Tenant Fees Act 2019.

1. **Consequences of Termination in Breach of this Agreement**
	1. If in breach of this Agreement, the Tenant vacates the Premises before the Expiry date, the Tenant will be liable to pay:

31.1.1 The Rent due up to the date that the Premises is re-let or the Expiry Date, whichever is sooner,

31.1.2 The standard rate of council tax and replacement property tax at the rate applicable to the Premises until the date that the Premises are re-let or the Expiry Date, whichever is sooner,

31.1.3 Any charges for the Utilities until the date that the Premises is re-let or the Expiry Date, whichever is sooner, and

31.1.4 The Landlord costs of re-letting the Premises should the Premises be re-let before the Expiry Date.

1. **Superior Landlord**

32.1 Subject to the Tenant having been provided with a copy of the Superior lease or a notice of its restrictions, to comply with all the conditions of any Superior Lease under which the Landlord holds the Premises, and to comply with any restrictions.

32.2 If required by the Landlord, to permit references to be provided to any Superior Landlord and to enter into any agreement, deed of covenant or license with the Superior Landlord and not to breach such contract or deed subject to the Tenant having reasonable notice before the commencement of this Agreement of the Superior Landlord’s intention to require such an agreement or deed.

1. **Inventory and Checkout**

33.1 To check the inventory provided by the Landlord or the Landlord's Agent and, within 14 days from receipt of the Inventory, to notify the Landlord or the Landlord's Agent of any significant mistakes, incorrect descriptions or other amendments which may be reasonably required. If no such notification is received by the Landlord or the Landlord's Agent within the required period, the Inventory shall be relied upon based on the records contained within it.

33.2 To pay the costs incurred by the Landlord or the landlord agent in making and attending a second appointment to check out the Inventory should the Tenant fail to allow access to the Premises on the first mutually agreed visit without first giving the Landlord or landlord agent reasonable notice in writing to cancel such appointment.

33.3 To promptly provide a forwarding or alternative address for service to the Landlord or the Landlord's Agent before or immediately after the Tenancy ends.

1. **Notices Concerning the Premises**

34.1 As soon as is practicable after receipt, send to the Landlord or the Landlord's Agent any formal notice, legal notice, order or similar document(s) delivered to the Premises which relate to or may affect the Premises, its boundaries or neighbouring properties.

34.2 To allow onto the Premises any persons that may reasonably require such access to effect work to a neighbouring property or any boundary divide at all reasonable times provided that not less than two days' written notice has been given. Where such notice is given, notify the Landlord or Landlord's Agent as soon as possible of the intended access.

1. **Landlord’s Obligation**

The Landlord agrees to the following: -

**Quiet Enjoyment**

The Tenant shall peaceably hold and enjoy the Premises during the Term and until the Termination of the Tenancy without any unlawful interruption by the Landlord.

**Insurance**

To insure the premises, fixtures, and fittings with an insurance company of repute to their full value. Tenant must insure their own risk as set out in this agreement.

**Condition of the Premises**

Ensure that the Premises are watertight on the Commencement Date and that all installations, systems, and appliances are clean and in proper working order.

**Interest and Consents**

That the Landlord is the sole legal or, if more than one; that they are the joint legal owners of the leasehold or freehold interest in the Premises or that the Landlord has the required consent from such legal owner(s) to let the Premises.

**Repair**

* 1. This Agreement shall take effect subject to the provisions of Section 11 – 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988), which imposes on the Landlord obligations to repair and keep in good working order:
		1. The premises' structure and exterior (including drains, gutters, and external pipes).
		2. Installations in the Premises for the supply of water, electricity, gas, and sanitation (including basins, sinks, baths, and sanitary conveniences). The Landlord is not, however, responsible for repairing other Fixtures, Fittings, and appliances belonging to the tenant.
		3. Installations in the Premises for space heating and heating water.
		4. Neither the Landlord nor the Landlord Agent will accept responsibility for charges incurred by the Tenant for such items listed above except in an emergency, where the Landlord is in breach of the Landlord Obligations, or if it is agreed in writing between the Landlord and Tenant.
	2. All mechanical and electrical items included in the inventory, including washing machines, dishwashers, and other similar mechanical or electrical appliances belonging to the Landlord, must be kept in repair and proper working order.
	3. The Landlord shall not be required to bear any costs that may fall due to any repairs for which the Tenant is liable arising out of damage or neglect by the Tenant.
	4. Where the Landlord supplies a working burglar alarm with the Premises at the commencement of the Tenancy; to keep it in working order and repair, but only where such a repair is not caused by negligence or misuse by the Tenant, his guests or visitors.

**Safety Regulations**

* 1. If the Landlord furnishes the property, all the furniture and equipment within the Premises must comply with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 (as amended).
	2. The gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998, and the tenant will receive a copy of the safety check record on the Commencement Date.
	3. The electrical appliances at the Premises comply with (as amended) the Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets Etc. (Safety) Regulations 1994.
1. **Break Clause**

The Landlord may terminate this tenancy after 6 months from the commencement date, and the landlord shall be entitled to vacant possession upon the expiry of the Notice. To invoke this Break Clause, the landlord or landlord’s agent must serve a 2-month notice (Section 21 Notice [Form 6A].

1. **MUTUAL AGREEMENTS**

The parties mutually agree on the following:

**Premises Rendered Uninhabitable**

* 1. The Landlords repairing obligations shall not require the Landlord to:
		1. Carry out works or repairs for which the Tenant is liable under the Tenant's duty to use the Premises in a tenant-like manner.
		2. To rebuild or reinstate the Premises in the case of destruction or damage by fire, tempest, flood, or other inevitable accident.
		3. To keep in repair or maintain anything the Tenant is entitled to remove from the Premises.
	2. The Contract (Rights of Third Parties) Act 1999 does not apply to this agreement.
	3. This agreement is subject to all laws and statutes affecting Assured Shorthold Tenancies.

**Insured Risks**

* 1. If the Premises are destroyed or rendered uninhabitable by an Insured Risk against which the Landlord may have affected insurance, then rent shall cease to be payable until the Premises are reinstated and rendered habitable so long as such reinstatement is carried out within a reasonable period.

**Reimbursement**

* 1. Where the Landlord is entitled to do anything at the tenant's cost or expense under this Agreement, the Tenant shall pay the amount incurred to the Landlord or the Landlord's Agent within 14 days of the written demand. If the Tenant fails to make payment, the Landlord or the Landlord's Agent may deduct the unpaid monies from the Deposit.

**Council Tax**

* 1. The Tenant shall pay the Council Tax for the Premises for the duration of the Tenancy. If the Landlord, however, pays under a legal obligation or otherwise. In that case, the Tenant shall reimburse the Landlord or the Landlord's Agent within 14 days of written demand that proportion of the Council Tax attributes to the Tenant’s occupation of the Premises.

**Prohibited Payments**

37.7 In the event the Landlord or Landlords Agent has taken payment from the tenantor any person acting on behalf of the Tenant or guarantor for the Tenant under this agreement, which is a payment not permitted by Schedule 1 of the Tenant Fees Act 2019, the Landlord shall be entitled to set-off such payment against any sum outstanding under the terms of this Agreement provided that the sum outstanding is a permitted payment for the Tenant Fees Act 2019.

37.8 Where the Tenant had paid a holding deposit in connection with the property before this Agreement was entered into, the Landlord and Tenant agree that the Landlord may use the holding deposit towards either the first payment of rent due under this Agreement or the tenancy deposit.

37.9 Where the Tenant has made a prohibited payment to the Landlord and owes no outstanding sum under the terms of this agreement, the Tenant must immediately notify the Landlord in writing that a prohibited payment has been taken and may demand a refund of the prohibited payment, which the Landlord must repay within 14 days of service of such notice.

**Grounds for Possession**

* 1. If at any time during the Tenancy:
	+ The Rent or any part of the Rent shall remain unpaid for 14 days after becoming payable (whether formally demanded or not); or
		- The Tenant does not perform or observe the Tenant's Obligations; or
		- The Tenant shall become bankrupt or enter into a voluntary arrangement with any creditors.
		- If the Premises shall, without the consent of the Landlord, be left vacant or unoccupied for more than two weeks; or
		- If any of the grounds listed in Schedule 2 to the Housing Act 1988 (as amended) apply, the Landlord may take necessary action to recover possession of the Premises.

**Notices Concerning the Agreement**

37.11 The Landlord notifies the Tenant under Sections 47 and 48 of the Landlord and Tenant Act 1987 that the Landlord's address for service of notices is referred to in this Agreement as the Landlord's address for service.

37.12 Should the Premises be subject to a mortgage granted before the beginning of the Tenancy, the provisions for recovery of possession by a mortgagee in Section 7 and Schedule 2 to the Housing Act 1988 (as amended) apply accordingly. If the Landlord’s mortgagee is or becomes entitled to exercise its power of sale, the Landlord’s mortgagee shall be entitled to forfeit this Agreement to gain vacant possession of the Premises.

37.13 If the Premises were the Landlord’s primary or principal home before the Commencement Date of the tenancy, the provisions for recovering possession of the Premises by the Landlord in Schedule 2 to the Housing Act 1988 (as amended) shall apply.

37.14 The provisions regarding the service of Notices in Section 196 of the Law of Property Act 1925 apply, and any Notice served on the Tenant shall be sufficiently served if.

 37.15 Sent by ordinary first-class post at the Premises or the last

 known address of the Tenant or

 Left addressed to the Tenant at the Premises.

Or shall be deemed duly received by the recipient on the transmission date.

**Data Protection and Confidentiality**

 37.16 The Agent may share details about the performance of obligations under the Agreement with the Landlord about the Tenants; past, present and future addresses of the Parties, with each other, with credit reference providers for referencing purposes and rental decisions; with Utility and Water Companies, local authority Council Tax and Housing Benefit departments, Mortgage lenders, to help prevent dishonesty, for administrative and accounting purposes, or occasional debt tracing and fraud prevention. Under the Data Protection Act 1998, you are entitled, on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about you and to have it amended if it is incorrect.

1. **GDPR**

38.1 **Tenants GDPR consent Pre-tenancy**

The tenant’s consent for the landlord or landlord agents acting on behalf of the landlord to use any information provided by the prospective tenants, including to carry out any check references or credit checks through credit agencies, banks, previous landlords, employers, accountants or anybody regarding the conduct of the tenant's previous tenancies or anything connected to the earlier tenancies.

 38.2 **Tenants' GDPR consent during occupation**

The tenant’s consent for the landlord or his agents to use any information held by the landlord or his agent regarding the tenants and/or other occupants of the let property to manage the letting of the property and any risks associated with the letting from time to time regarding financial and/or health and safety issues.

The tenant’s consent that the landlord and his agent shall have the continued right under GDPR to contact the council regarding council tax, nuisance, or housing benefit issues. The tenants herein consent that the local authority has consent to release any material information regarding housing benefits, council tax, or any issue of nuisance to the landlord or landlord's agent.

 38.3 **Tenants GDPR consent 6 months post tenancy**

Tenants consent: To deal with any issue regarding utilities, damage, deposit, or ongoing litigation, the landlord herein has consent from the tenants to use any data held by the landlord to manage any of the above issues effectively.

The landlord shall always comply with the GDPR legislation.

The tenants may read the landlord's privacy policy, which is freely available upon request. British Landlord Association members may use the association's privacy policy template if required, download: thebla.co.uk/services

**Counterparts**

This Agreement may be executed in any number of counterparts, each of which is an original when executed and delivered, but all the counterparts constitute the same document.

Tenant(s) confirm they have checked, tested, and, in turn, ticked the items and the documents received in the list below:

Energy Performance Certificate

Gas Safety Certificate (if applicable)

How to Rent: The Checklist for Renting in England

 Tenancy Deposit Prescribed Information (if applicable)

Electrical safety certificate

Smoke and carbon monoxide alarms are fitted and working on all levels

Inventory (attached)

Tenants have checked and accepted the property is damp and mould-free.

Instruction manuals, if any (list) below:

By signing this agreement, the tenant(s) confirm they have received the documents ticked above.

1. **SIGNATURE**

This Agreement contains the terms and obligations of the Tenancy. It sets out the undertakings made by the Landlord to the Tenant and by the Tenant to the Landlord. These undertakings will be legally binding once both Parties have signed and dated the agreement. You should read it carefully to ensure it contains everything you are prepared to agree to. If you do not understand this Agreement or anything in it, you should seek legal advice before signing it.

(1) Tenants Full Name

(1) Tenants Signature

(2) Tenants Full Name

(2) Tenants Signature

Date

1. Landlord Full Name
2. Landlords Signature
3. Landlord Full Name
4. Landlords Signature
5. **DEFINITIONS AND INTERPRETATION**

**“ADR”**  Alternative Dispute Resolution.

**“BACS”** Bank Automated System”.

**“Binding Date”** Means the date the agreement becomes enforceable by being executed by the parties or their authorised representatives.

**“Commencement”** Means the date specified as the commencement date on which this

 tenancy started.

**“Council Tax”** Is The tax introduced by the Local Government Finance Act 1992 or any other replacement tax or charge levied by the local authority on the occupier(s) and/or the premises.

**“Deposit**” Means the amount specified as a tenancy deposit in this tenancy.

**“Deposit Holder”** Means the person, firm or company who holds the deposit.

**“Disrepair” means”** something broken, damaged, or not working in the Let property, " an implied term for which the Landlord is liable to repair and/or replace under this tenancy.

**“Expiry Date”** Means the date of termination of any extension, continuation or Statutory Periodic Tenancy which arises.

**“Fixtures &** Means any fixtures, fittings, furnishings, or effects, floor, ceiling or

**Fittings”** wall coverings contained in the inventory (which lists the individual items and states their present condition) and signed on behalf of the parties at the commencement of this tenancy or any items replacing the same from time to time.

**“Insured Risks”** Include fire, floods, storms, tempests, or other perils recognised by an insurer.

**“Inventory and** Means any document prepared by the Landlord(s), Landlord’s agent

**Schedule of** an Inventory company and provided to the Tenant(s) detailing the

**Condition”** Landlords fixtures, fittings, furnishings, equipment, the décor and

condition of such and the Premises generally.

**“Joint and** Means that if the Tenant includes more than one person, each **several”** individual is liable to satisfy all the obligations of this tenancy

 agreement jointly. A maximum of 4 people can be joint tenants.

**“Landlord(s)”** Means the landlord(s) listed in this Agreement as the joint or sole landlord of the Property and their successors in title from time to time.

**“Landlord’s Agent”** Means any person or company acting as an agent acting for the landlord.

**“The Premises”** Means the dwelling being the premises let to the tenant(s) and is also referred to as “the property”.

**“Tenant”** A tenant is a person who rents and occupies property from someone who has a legal right to rent it for a fixed term (such as six months) or a periodic term (running from month to month, for example).

**“Tenancy”** Means the entire period the tenant(s) remains in occupation of the premises, possession of the premises, any extension, or Statutory Periodic Tenancy that may arise out of this agreement.

**“Expiry date”** means the date this fixed tenancy period ends (being the last day of the fixed period granted) or the termination of any extension, continuation, or statutory periodic tenancy that arises thereafter.

**“Scheme** Means as described in the Deposit Prescribed Information of

**Administrator”** the tenancy deposit scheme provider, which are separate documents to this agreement.

**“Permitted** Means the person(s) who reside at the property for the duration of the **Occupier(s)”** tenancy but are not tenants.

**“Prohibited** Means a payment not permitted under the Tenant

**Payment”** Fees Act 2019.

**“Parties”** Means the Landlord and Tenant.

**“Mode”** Means the only accepted method of serving documents/notices.

**“Pet next of Kin”** Means a person who has agreed to look after the pet(s) in the event

 the tenant dies, is hospitalised or is in prison.

**“Rent”** Means the amount set out in this tenancy, which excludes the charge for council tax, water, gas, electricity and TV licence. These utilities are to be paid directly by the tenant(s) to the relevant utility company. Any services (including utilities) to be included in the rent are expressly stated in writing in this tenancy.

**“Right to Rent”** Means a person or persons who are a British citizen, a national of an EEA State other than the United Kingdom, a national of Switzerland or are permitted by the secretary of state to remain in the UK and rent residential premises whether for a limited time or not. Where a time-limited right to rent ends, the person(s) become disqualified and do not have the right to rent. See the Immigration Act 2014.

**“Term”**  Means the fixed period the property is let to the tenant(s).