

DATED DD Month YYYY

TENANCY AGREEMENT

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AND

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for letting unfurnished dwelling house at

????????????????????????????

on Assured Shorthold Tenancy

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TENANCY AGREEMENT

THIS AGREEMENT is made the day of 2025

BETWEEN

(the Landlord)

AND

(the Tenant).

1. DEFINITIONS and INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement:

Agreement

this agreement and any consents granted under its terms or any modification thereof

Common Areas

those parts of the Property excluding the Premises to which the Tenant has rights of use and access in accordance with Clause 8 of this Agreement

Default Interest Rate

4% per annum above the base rate of Lloyds Bank plc or in the event that such a base rate should no longer be published, the base rate of such other bank as the Landlord shall decide

Deposit

the sum of £XXX.00 (xxxx hundred pounds) which is held by or on behalf of the Landlord in accordance with Clause 4

Fixtures and Fittings

includes but is not limited to the Landlord's fixtures fittings furniture and effects in the Property including the floor, ceiling and wall coverings

Gender and numeration

unless the context otherwise requires, a reference to one gender shall include a reference to the other genders and words in the singular shall include the plural and in the plural include the singular

Landlord

where the context admits the Landlord includes any Person deriving title under the Landlord OR being entitled in reversion expectant on the tenancy OR who holds the legal entitlement to enter into the Tenancy which has hereby been created OR any Person instructed or authorised by the Landlord to deal with any matters relating to this Agreement

Premises

all that dwelling known as ????????
TOGETHER WITH the Fixtures and Fittings therein and references to the
"Premises" include references to any part or parts of the Premises

Property

all the land and buildings comprising ??????????????
INCLUDING all internal and external parts of all buildings, all fixtures and
fittings, all drains, pipes, wires, and other fittings on the Property that
exclusively serve the Property and for the avoidance of doubt the Property
includes the Premises and the Common Areas

Rent and Rent Payment Dates

the sum of £XXX (xxxx hundred pounds) per calendar month payable
monthly in advance the first payment to be made on the signing hereof and
all future payments to be made on the Rent Payment Date which shall be the
th of each month

Tenancy

the tenancy created and evidenced by the signing of this form of Agreement
and includes the period from and including the commencement date up to
and including the expiration date and any extension or continuation thereof
or any periodic tenancy which may arise following the end of the Term

Tenant

where the context admits the Tenant includes Persons deriving title under the
Tenant as well as his family, visitors and servants and any other persons on
or in the Property at his invitation or request

Term

a term certain of six months commencing on 2025 and
thereafter from month to month until terminated by either party

2. GRANT

2.1 The Landlord lets and the Tenant takes the Premises for the Term at the Rent payable as above.

2.2 This Agreement is intended to create an assured shorthold tenancy as defined in section 20 of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord in section 21 thereof apply accordingly.

2.3 If the Premises shall be burnt down or rendered unuseable by fire or other insured risk the payment of Rent and all other obligations of this Tenancy shall from that date cease until the Premises be reinstated and rendered useable and in case any dispute arises under this provision it shall be submitted to arbitration pursuant to the Arbitration Act 1950.

2.4 This Agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 if applicable to the tenancy.

2.5 PROVIDED that if the Rent or any part thereof shall be in arrear for twenty-eight days after the same shall have become due (whether legally demanded or not) or in the event of a material breach of any of the agreements on the part of the Tenant herein contained or if the Tenant shall become bankrupt or assign his estate or execute any deed or arrangement for the benefit of his creditors or if the Premises shall be left vacant or unoccupied the Landlord may re-enter upon the Premises and immediately thereupon the tenancy shall absolutely determine but without prejudice to the other rights and remedies of the Landlord

3. RENT

3.1 The Tenant agrees to pay the Rent in full and without any deductions whether or not formally demanded.

3.2 Rent shall be paid on the Rent Payment Dates by direct bank transfer to the account which will be specified by the Landlord.

3.3 The Tenant shall pay interest at the Default Interest Rate on all Rent or other costs which are more than 14 days overdue such interest to be calculated from its due date.

4. DEPOSIT

4.1 To pay to the Landlord on the signing hereof the Deposit (the receipt of which the Landlord hereby acknowledges) to be held by the Deposit Protection Service in accordance with their terms and conditions such deposit being held against any damage or dilapidations being the Tenant's responsibility OR any arrears of rent OR any other expense which the Landlord incurs as a consequence of any breach of the terms of this tenancy.

5. RATES AND TAXES

5.1 The Tenant shall perform and observe any obligation on the part of the Tenant arising under the Local Government Finance Act 1992 or regulations made thereunder to pay Council Tax and indemnify the Landlord against any such obligation which the Landlord may incur during the Tenancy by reason of the Tenant's ceasing to be resident in the Premises and to pay all other taxes duties rates assessments and outgoings which are now or which may at any time hereafter be assessed charged or imposed upon the Premises or on the occupier thereof.

6. SUBLETTING, LICENCING AND SHARING OCCUPATION

6.1 The Tenant will not assign the benefit of this Tenancy nor part with possession of or sublet the Premises or any part thereof nor share the occupation of the Premises with any other Person (excepting only members of the Tenants' immediate family) without the Landlord's consent.

7. UTILITIES

7.1 The Tenant will pay all drainage charges and for all water, gas and electricity which shall be consumed or supplied on or to the Premises during the Tenancy and all telephone, television and internet services on the Premises during the tenancy or a proper proportion of the amount of the rental or other recurring charges to be assessed according to the duration of the tenancy.

7.2 If any such supply is disconnected or any financial or other penalty is applied in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant, the Tenant shall pay to the Landlord all costs associated with reconnecting or resuming those services and/or any charges to remove the meter and make good any damage caused by its installation TOGETHER WITH all excess charges raised by the supplier of such utilities.

7.3 The Tenant will not request or permit any meter recording any such supply to be removed or changed and not under any circumstances to allow the meter to be changed to a prepayment, key or card basis.

8. COMMON AREAS

8.1 The Tenant is permitted full use and enjoyment of the Common Areas in common with the Landlord and any other Persons authorised by the Landlord.

8.2 In common with other occupiers and users of the Property, the Tenant shall take care to keep the Common Areas clean and tidy.

8.3 The Tenant will not store or deposit in any part of the Common Areas any bicycles, scooters, e-bikes or e-scooters, or any rubbish, furniture or chattels of any kind anywhere except in such place as the Landlord shall have previously approved for that purpose.

9. PERMITTED USE

9.1 The Tenant shall use the Premises as and for a private dwelling house only and shall not carry out or permit to be carried out upon the Premises any profession, trade or business EXCEPT that working from home as part of the Tenant's usual employment shall not be deemed a breach of this clause.

9.2 The Tenant shall not use nor permit the Premises to be used for any illegal or immoral activity.

- 9.3 The Tenant shall not do or suffer to be done in or upon the Premises or any other part of the Property any act or thing which may invalidate any insurance of the Property OR increase the premium for such insurance OR cause damage, injury, or a legal nuisance to the Landlord or any other owner, occupier or user of the Property or any neighbouring property.
- 9.4 The Tenant shall not play or use, or permit the playing or use of, any musical instrument, television, radio, loudspeaker or mechanical or other noise making instrument of any kind in the Premises so as to cause any nuisance or annoyance to the Landlord or any neighbours or any other Person on the Property.

10. CARE AND MAINTENANCE

- 10.1 The Tenant undertakes to take good and proper care of the Premises and to that end agrees as follows:
- 10.2 To keep the Premises clean including the sanitary and other fittings, the kitchen cupboards and surfaces and any cooker or other kitchen appliances provided by the Landlord, the inside surfaces of the windows, the curtains, carpets, floors, walls and ceilings.
- 10.3 To keep all waste pipes, drains and gullies clear and not to permit oil, grease or other deleterious matter or substance to enter the drains or sewers serving the Property or any adjoining or neighbouring property and on demand to repay to the Landlord the full cost of remedying any breach of this Clause.
- 10.4 To keep all the Tenant's electrical appliances in good and safe condition.
- 10.5 To place all rubbish and refuse and all items for recycling in appropriate bins as directed by the Landlord and not to leave rubbish in any Common Areas or any parts of the Property internally or externally other than those parts designated for that purpose.
- 10.6 Not to repaint or redecorate the Premises or any part thereof without the Landlord's consent nor to change the decoration scheme or colours nor make any alteration in or addition to the Premises or to the services, gas, water or electricity supplies nor to permit any company supplying such services to make any alteration to the supply or meters without the Landlord's consent.
- 10.7 Not to make any alteration either structural or otherwise to the Premises nor to stop up any doors or windows.
- 10.8 Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlord's consent.
- 10.9 Not to keep any dog cat or any other animal whatsoever except with the express written consent of the Landlord such consent to be revocable at any time
- 10.10 To maintain in good order any yard or garden area allocated to the flat and prevent it becoming overgrown

- 10.11 If any part of the Premises or Common Areas or any other part of the Property including the Fixtures and Fittings therein should be damaged lost or destroyed by any act negligence or misuse by the Tenant or any person in the Property at the Tenant's invitation, the Tenant shall pay to the Landlord all costs arising in repairing replacing or making good the damage loss or destruction together with all taxes and fees incurred.
- 10.12 To notify the Landlord promptly of any damage, disrepair or defect in any part of the Premises or the Common Areas.

11. FIRE AND SAFETY PRECAUTIONS

- 11.1 The Tenant will take all reasonable precautions to reduce the risk of fire to the Property.
- 11.2 The Tenant will take appropriate care of all smoke alarms and carbon monoxide detectors and not to tamper with any alarms either within the Premises or any part of the Property NOR remove the batteries NOR damage or obstruct them NOR render them ineffective.
- 11.3 The Tenant will not do or suffer to be done any act or thing anywhere within the Property whereby the fire insurance premium might be increased and in particular not to use or bring or permit to be brought into the Property or store or permit to be stored or to remain in or about the Property:
- 11.3.1 any bottled gas or inflammable oils or any paraffin heaters or oil-burning lamps or equipment of that kind;
- 11.3.2 any other article or thing which is or may become dangerous offensive, excessively inflammable, radioactive or explosive.
- 11.4 Not to charge the batteries of any e-bikes or e-scooters in any Common Area or any stairwells, hallways, lobbies.
- 11.5 Not to leave any battery being recharged overnight or at any time when the Premises are unoccupied or the Tenant is not at home.
- 11.6 To take all reasonable steps to safeguard the Premises and the fittings and appliances and to notify the Landlord if the Premises are to be left unoccupied for more than seven days and in any case during cold weather to ensure that the Premises are kept adequately heated to prevent damage and if left vacant that the water supply is turned off.

12. INSPECTION AND ACCESS

- 12.1 For the purposes of this Clause 12 only, the term Landlord shall include any employees or contractors employed by the Landlord including agents and professional advisors, and all staff, workers, employees and sub-contractors of such employees or contractors.

12.2 Subject to Clause 12.3, the Landlord reserves the right to enter the Premises at all reasonable times of the day (or at any time in case of emergency) for the purpose of viewing its condition and state of repair OR maintaining or repairing the Premises or any other part of the Property OR for any other reasonable purpose in connection with the Landlord's interest in or use of the Property.

12.3 PROVIDED THAT except in cases of emergency the Landlord shall give not less than 48 hours Notice of any such entry.

13. DELIVER UP

13.1 At the expiration or termination of the tenancy the Tenant shall:

13.1.1 deliver up the Premises to the Landlord in such order condition and state as shall be consistent with the due performance of the obligations of the Tenant herein contained together with all Fixtures and Fittings, locks, keys and appliances provided at the start of the tenancy PROVIDED THAT the Tenant shall not be liable for fair wear and tear OR damage by accidental fire, storms, tempest, public riot, burglary, falling objects OR other inevitable accidents not the fault nor arising from the neglect of the Tenant;

13.1.2 ensure that the Premises are thoroughly cleaned to a professional standard including all appliances, sanitary ware, carpets, curtains, blinds and the internal surfaces of all windows and that all rubbish is removed and no items or chattels of the Tenant are left behind.

13.2 The Tenant confirms that any furniture, articles or chattels left behind after termination of the Tenancy shall be deemed to have been discarded and the Landlord may deal with any such in such manner as he sees fit.

14. LANDLORD'S COVENANTS

14.1 The Landlord covenants with the Tenant as follows:

14.2 To keep the Premises in good tenantable repair including all sanitary appliances, heating and water apparatus serving the Premises.

14.3 In so far as the Landlord has ownership and control of the Property, to keep the Property in tenantable repair including the roof, outside wall,s entrance doors, and other outside and common parts of the Property and all drains, water pipes and sanitary, heating and water apparatus hereunto appertaining except where the deficiency requiring remedy shall be caused by the default or negligence of the Tenant.

14.4 To insure the Property but not the contents thereof against fire, storm, subsidence and all other such risks as he shall consider appropriate

14.5 That the Tenant paying the Rent and performing and observing all the terms of this Agreement may quietly possess and enjoy the Premises during the Contractual Term without any lawful interruption from or by the Landlord or any Person claiming through or under or in trust for the Landlord.

15. NOTICES

15.1 Any notice to be served by the Landlord on the Tenant shall be validly served by being left at the Premises

15.2 **NOTICE under section 48 of the Landlord and Tenant Act 1987**
The Tenant is hereby notified that notices (including notices in proceedings) may be served on the Landlord at the following address:
18, Connaught Road, Havant, Hampshire PO9 2RJ

15.3 Any Notice shall be in writing and for the purposes of this Clause 'writing' includes email but not fax.

AS WITNESS the hands of the parties hereto the day and year first above written

SIGNED by.....

(Name:..... the Landlord)

SIGNED by.....

(Name:..... the Tenant)

Schedule of Condition and fittings

Hall and stairs

Living Room

Bedroom 1

Bedroom 2

Kitchen

Bathroom