

AGREEMENT
for letting a dwellinghouse
on an assured shorthold tenancy
under Part I of the Housing Act 1988

DATE

PARTIES

1. The Landlord:
Of

Tel:

2. The Tenant:
Of

Tel:

PROPERTY The dwelling-house situated at and known as

* At least six months

TERM A term certain of _____ commencing on _____

RENT £ _____ per _____ . Payable in advance by equal
payments on _____

First payment to be made on the _____ next.

1. The Landlord lets and the Tenant takes the Property for the Term at the Rent payable as above
2. This Agreement creates an assured shorthold tenancy within Part 1 Chapter II of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord in section 21 thereof apply accordingly

- 3 Where the context allows:
- (a) “The Landlord” includes the person or persons for the time being entitled in reversion expectant on the tenancy
 - (b) “The Tenant” includes the person or persons deriving title under the Tenant
 - (c) References to the Property include references to any part or parts of the Property and to the fixtures and fittings therein
4. The Tenant will:
- (a) Pay the Rent at the times and in the manner specified
 - (b) Pay for all gas electricity water and sewerage services supplied to the Property during the tenancy and the amount of all charges made for the use of the telephone (if any) at the Property during the tenancy or a proper proportion of the sums demanded for the aforesaid utilities and facilities to be assessed according to the duration of the tenancy (such payment being due in relation to amounts attributable to standing charges annual rates or levies or the like and to VAT as well as to actual consumption)
 - (c) Not damage the Property or make any alteration or addition to it
 - (d) Prevent the fixtures furniture and effects from being destroyed or damaged and not remove any of them from the Property
 - (e) Yield up the Property at the end of the tenancy in the same clean state and condition as it was in the beginning of the tenancy and make good pay for the repair of or replace all such items of the fixtures furniture and effects as shall be broken lost damaged or destroyed during the tenancy or replace the same
 - (f) Leave the furniture and effects at the end of the tenancy in the rooms or places in which they were at the beginning of the tenancy
 - (g) Pay for the washing and ironing of all carpets and curtains which shall have been soiled during the tenancy (the reasonable use thereof nevertheless being allowed for)
 - (h) Permit the Landlord and/or the Landlord’s agents at reasonable hours prior to 9p.m. to enter the Property to view the state and condition thereof
 - (i) Not assign sublet or otherwise part with possession of the whole of or part of the Property without the prior written consent of the Landlord but so that it is hereby agreed that if the Landlord consents to an assignment of the Property such consent may be given subject to the condition that the Tenant will enter into an authorised guarantee agreement within the meaning of the Landlord and Tenant (Covenants) Act 1995
 - (j) Not carry on at the Property any profession or trade or business including the letting of any room or rooms or the receiving of paying guests or

place or use the Property for any other purpose than that of a strictly private residence

- (k) Not do or allow to be done at the Property anything amounting to a nuisance or annoyance to the Landlord or neighbours or which may vitiate any insurance of the Property against fire or otherwise or increase the ordinary premium for such insurance
- (l) Permit the Landlord and/or the Landlord's agents at reasonable hours before 9p.m. on any occasion or occasions during the period commencing 56 days prior to the expiry of the term certain and finishing when the Tenant shall give up possession to enter and view the Property with prospective Tenants or prospective purchasers of the freehold interest in the Property
- (m) 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 Property
- (n) Within 7 days of the receipt by the Tenant of any notice given under the Party Walls etc. Act 1996 to give a copy thereof to the Landlord and not to take any steps in consequence thereof unless required to do so by the Landlord
- (o) Permit the Landlord and/or the Landlord's agents to attend upon giving whatever notice is reasonable (and in the case of emergency no notice) and to stay at the Property for so long as is reasonable and at any reasonable time of the day in order to carry out repairs
- (p) Permit the Landlord and/or the Landlord's agents to attend upon giving 7 days' notice and to stay at the Property for so long as is reasonable and at any reasonable time of the day in order to carry out improvements

5. **PROVIDED** that if the Rent or any installment or part thereof shall be in arrear for at least fourteen days after the same shall have become due (whether legally demanded or not) or if there shall be a breach of any of the agreements by the Tenant, the Landlord may re-enter on the Property (subject to any statutory restrictions on his power to do so) and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord

6. The Landlord agrees with the Tenant as follows:

- (a) that upon the Tenant paying the Rent and performing the agreements on the part of the Tenant, the Tenant may quietly possess and enjoy the Property during the tenancy without any lawful interruption from the Landlord

(b) to return to the Tenant any rent payable for any period while the Property is rendered uninhabitable by fire the amount in case of dispute to be settled by arbitration

7. **NOTICE** under section 48 of the Landlord and Tenant Act 1987

The Tenant is hereby notified that any notices (including notices in proceedings) must be served on the Landlord by the Tenant at the following address:

SIGNED by the Landlord Date

SIGNED by the Tenant Date