

TENANCY AGREEMENT (FIXED TERM)

AN AGREEMENT made the day of 200

BETWEEN

.....

Of:.....

(“the Tenant”) and

.....

Of:.....

(“the Landlord”).

WHEREBY IT IS AGREED as follows:

1. The Landlord agrees to let and the Tenant agrees to take the premises known as (hereinafter called “the Premises”) together, where applicable, with the furniture now in the premises and described in the inventory hereto (hereafter called “the Furniture”) **FOR THE TERM** of months/years from the day of [] 200 **AT THE RENT** of pounds (£) for every month of the term payable without deduction or set off in advance and the first such payment to be made on the [] day of 200 and thereafter on the day of each month.

2. **DEPOSIT**

The Tenant will pay a deposit in the sum of £ []. The deposit shall be retained by the Landlord (or his agent) in an interest bearing account (such interest to accrue to the Tenant) as security for performance of the Tenants’ obligations and shall be repayable to the Tenant only after deduction of any sums required to compensate the Landlord whether wholly or in part for any breach of obligation on the Tenants’ part.

3. **THE TENANT AGREES** with the Landlord as follows:

- 3.1 To pay the rent at the times and in the manner specified without any deduction or set off whatsoever and whether demanded or not.
- 3.2 If the rent or any other sums due under this Agreement are unpaid for 14 days to pay interest in respect of the period from the date when the payment became due until the date of payment at the rate of 3% above the current base rate for the time being of the National Westminster Bank Plc.
- 3.3 To pay all charges for all water, gas and electric consumed and telephone calls made during the occupation of the premises by the Tenant and pay any Council Tax or other such tax as may be payable to the local authority in respect of the premises from time to time.
- 3.4 To pay for the cost of the TV license fee for any television set(s) at the premises and to pay all other charges for cable and satellite services if any are received at the premises.
- 3.5 To use the premises in a careful and tenant-like manner and to keep the interior of the premises and all the contents in the same state of repair and condition as they were at the commencement of this Agreement (fair wear and tear and damage by insured risk accepted) and to yield up the premises and all their contents in such good repair and condition at the termination of the tenancy.
- 3.6 To keep cleansed, in proper working order, and free from obstruction, all gutters, sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts exclusively serving or forming part of the premises and not to overload block alter extend or damage any of the drain pipes, wires, cables or any apparatus or installation relating to services at the premises.

- 3.7 To take all reasonable precautions to prevent any damage to the sanitary apparatus, pipes and heating installations whether by frost, misuse, or otherwise, and to clear any blockages when they occur in any of the sinks, drains, gutters, down pipes, sinks, toilets or waste pipes which serve the premises.
- 3.8 To preserve and keep in good condition all fixtures, fittings, furniture and effects and prevent them from being destroyed or damaged or removed from the premises and to leave all furniture and effects at the end of the tenancy in the rooms or places and condition in which they were at the date hereof (reasonable fair wear and tear accepted). To keep the fixtures and fittings furniture and effects in a clean and sanitary condition (reasonable wear and tear accepted). To pay the Landlord the cost of replacing all items of furniture, fittings or household effects lost, destroyed or damaged beyond repair (or at the Landlord's option to replace with items of equal value) and to pay the Landlord the cost of repair of all items damaged. The Tenant shall be under no liability for destruction or damage caused by accidental fire.
- 3.9 At the end of the term to clean or pay for professional cleaning of all carpets, furniture, linen, counterpanes, blankets and curtains (if any) included in the letting and to pay the cost of checking of the inventory and preparation of a Schedule of Condition listing all furniture, fixtures and fittings in the premises at the expiry or sooner determination of the Tenancy.
- 3.10 To keep clean the windows of the premises and replace all broken glass.
- 3.11 To keep the interior decoration of the property in a clean and presentable state, and to redecorate when reasonably required in the same or similar shades to those applied to the premises at the commencement of this Agreement.
- 3.12 To take all reasonable steps to prevent any infestation of the premises and to ensure that any infestations are cleared promptly.

- 3.13 To maintain any garden(s) belonging to the premises, including the regular mowing of any lawns, keeping all flowerbeds free of weeds, and not to cut down or remove any plants trees walls fences or gates without the Landlord's permission.
- 3.14 To take all reasonable precautions when leaving the premises unoccupied to secure them from unauthorised entry and to protect them from damage by frost, water, fire or other hazards and not to leave the premises unoccupied for more than 21 consecutive days.
- 3.15 To pay all costs charges and expenses incurred by the Landlord (including but not limited to costs and fees of the Landlord's solicitors and other professional advisors) in respect of the recovery of any rent or other sums in arrears under the terms of this Agreement, the enforcement of any of the provisions of this Agreement, and the services of any notice relating to breach of the Tenant's obligations under this Agreement.
- 3.16 To forward all correspondence addressed to the Landlord, and any Notices served by any local or other authority at premises to the Landlord or his agents without delay.
- 3.17 To notify the Landlord promptly of any defect in the premises or their contents which the Landlord is responsible to repair or maintain under the terms of this Agreement [and, where applicable, to notify the Landlord promptly of any defects in the building of which the premises form part.]
- 3.18 In the event of loss or damage by fire theft or impact or other causes to immediately inform the Landlord and to give full written details thereof within 3 days in order to enable the Landlord to make an insurance claim.

- 3.19 To permit the Landlord or his agent, with or without workmen and/or agents, to enter the premises and examine the condition of the premises and the furniture, and (subject to the provisions of clause 6.4 of this Agreement where applicable) in order to carry out any work which may in the opinion of the Landlord be required to the premises, or to neighbouring premises or, where applicable, to any building of which the premises form part, at all reasonable times, by prior appointment except in cases of emergency.
- 3.20 To permit the Landlord and/or his agent by prior appointment to view the premises with prospective new tenants or buyers on the understanding that all reasonable endeavours will be made to ensure minimum inconvenience to the Tenant.
- 3.21 To observe all covenants restrictions and obligations imposed upon the Landlord by any superior lease of the premises (except where such items fall within the Landlord's obligations under this Agreement) and to keep the Landlord indemnified against any breaches thereof provided that the Tenant shall not be liable to pay any rent or other sums due under the Landlord's lease.
- 3.22 Where applicable, to pay any service charges which may be payable by the Landlord to any superior Landlord of the premises upon receipt of an account.
- 3.23 Not to hang any pictures or fix anything to the premises without the Landlord's consent.
- 3.24 Not to block any air vents and to keep all ventilation ducts clean and free from obstruction.
- 3.25 Not to assign, underlet or part with possession of the premises or any part thereof. No occupier (other than the Tenant) shall be granted any tenancy or any other legal interest in the premises.

- 3.26 Not to permit the carrying on of any profession, trade or business on or from the premises.
- 3.27 Not to use or permit the use of the premises in such a manner as to cause a nuisance to the owners or occupiers of neighbouring land or premises or of any building of which the premises form part or so as to avoid or make avoidable or increase the rate of premium payable in respect of any policy of insurance of the Landlord in respect of the premises.
- 3.28 Not to make any alteration or addition to the premises or their contents.
- 3.29 Not to tamper or interfere with alter or add to the gas, water or electrical installations or meters serving the premises.
- 3.30 Not the keep or use any paraffin heater or portable gas heater in the premises and not to store or bring upon the premises articles of a combustible inflammable or dangerous nature.
- 3.31 Not without prior written consent of the Landlord to keep or allow on the premises any cat, dog or other pet.
- 3.32 At the expiration or sooner determination of the term to yield up the premises, furniture, fixtures and fittings with vacant possession and in accordance with the Tenant's covenants in this Agreement.

4. **THE LANDLORD AGREES** with the Tenant as follows:

- 4.1 That the Tenant paying the rent and observing all the terms and conditions herein shall peacefully hold and enjoy the premises during the tenancy without any interruption by the Landlord.
- 4.2 To maintain a comprehensive policy for insurance of the premises and the Landlord's fixtures and fittings therein. The Tenant will be responsible for insuring his or her own personal effects.

- 4.3 To keep in repair the structure and exterior of the premises (including drains, gutters and external pipes)
- 4.4 , To keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity),
- 4.5 To keep in repair and proper working order all appliances for cooking, space and water heating and all mechanical or electrical items including all washing machines, dishwashers and burglar alarms provided that this Agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his duty to use the premises, furniture, fixtures and fittings in a tenant like manner and provided that the Tenant shall indemnify the Landlord in respect of the costs of repairs to such installations or items resulting from his misuse.
- 4.6 To ensure that all furniture and furnishings comply with The Furniture and Furnishings (Fire Safety) Regulations 1988 as amended.
- 4.7 To ensure that the Gas Safety (Installation and Use) Regulations 1998 have been complied with, and that a copy of the Certificate is provided to the Tenant.
- 4.8 To ensure that the Electrical Equipment (Safety) Regulations 1994 and the Plug and Socket Regulations 1994 have been complied with.

5. PROVISION FOR RE-ENTRY

Provided always that if any of the rent or other sums due under this Agreement are in arrears for 14 days after it has become due (whether formerly demanded or not) or if the Tenant fails to observe any of their obligations or if the Tenant goes into liquidation with his creditors, the Landlord may at any time thereafter re-enter upon the premises or any part thereof and thereupon the tenancy hereby granted shall absolutely determine but without prejudice to any claim of the Landlord (whether for arrears of rent or otherwise) in respect of any breach of the terms of the Agreement.

6. MISCELLANEOUS PROVISIONS

6.1 For the purposes of Section 48 of the Landlord and Tenant Act 1987 the address for the Landlord at which notices (including notices of proceedings) may be served upon him by the Tenant is:[.....].

6.2 The premises are subject to a mortgage in favour of Platform Funding Ltd. The mortgagees may, in certain circumstances, be entitled to exercise the Power of Sale conferred on them by the Mortgage and/or Section 101 of The Law of Property Act 1995. In that event, this Agreement shall be terminated forthwith and the mortgagees, or their lawful successors and assigns may recover possession of the property in pursuance of that Power.

6.3 This Agreement constitutes the entire agreement between the parties relating to the premises, and the parties acknowledge that there are no other oral or written collateral contracts in relation to the premises, and the Tenant has not relied upon any representations made by the Landlord or his agents (other than those provided in any written letting particulars) and that this Agreement may only be altered by a document in writing, signed by both parties and specifically referring to this clause.

- 6.4 In the event that the Tenant shall be in breach of any of its obligations under clause 3 of this Agreement, the Landlord may serve notice on the Tenant, detailing works required to put right the breach and specifying a reasonable time within which the works specified are to be carried out. In the event that the works are not completed within the specified time frame, the Landlord may enter the premises, carry out the outstanding specified works, and recover the cost from the Tenant as a debt.
- 6.5 That any payment received from the Tenant may be allocated by the Landlord towards payment of any debt due under this Agreement as the Landlord shall in his absolute discretion direct.
- 6.6 That in the event of any dispute arising in connection with dilapidations or apportionment of rent, or retention of any deposit monies under this Agreement the Landlord may refer the matter for arbitration by a person to be appointed by the President of Residential Letting Agents and the Arbitrator's decision shall be binding.

6.7 The Landlord and Tenant has the option to terminate this agreement by giving [] days written notice at the time during the term of the agreement, such notice to be served by recorded delivery.

This _____ day of _____ 200

SIGNED by the above named **LANDLORD**

.....

.....

SIGNED by the above named **TENANT**

.....

WITNESS to the signature(s) of the above

Name:.....

Address:

Dated the _____ day of 200_____

BETWEEN

-And-

**AGREEMENT FOR RESIDENTIAL
LETTING (FIXED TERM)**
