

# ASSURED PERIODIC TENANCY AGREEMENT

## IMPORTANT INFORMATION

- This agreement contains the terms and conditions of the Tenancy. It is an important document. Once signed by all parties and dated it will be legally binding. If you do not understand this agreement, or anything in it, we strongly recommend that you seek independent legal advice from a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

This Agreement creates an Assured Periodic Tenancy as defined under Part I of Chapter II of the **Housing Act 1988** as amended by the **Renters Rights Act 2025**. It is a rolling, monthly tenancy that continues until terminated in accordance with the **Housing Act 1988 (as amended by the Renters Rights Act 2025)**.

**This Tenancy Agreement constitutes the written statement of terms required under Section 16D of the Housing Act 1988 (as amended by the Renters Rights Act 2025).**

**This Agreement has been entered into when all the parties have signed it and is dated on the date that the Agreement is signed by or on behalf of the Landlord**

### Definitions

The intention of this list is to provide help and guidance to explain or clarify some of the terms of this Agreement. It is not meant to be an exhaustive or comprehensive list. Where there is any doubt, only the court can decide on a definitive interpretation of any term, clause or any part of this agreement.

**“The Landlord(s)”** will include any person who holds an entitlement to the legal ownership of the Premises at the conclusion of the Tenancy which has hereby been created.

**“The Tenant”** will include all persons that have title under the tenancy.

**“The Guarantor”** will include any person(s) who has agreed to meet all of the Tenant’s responsibilities under the Agreement in the event the Tenant defaults on any of their obligations under this Agreement

**“The Agent”** means Bennett Holmes of 83 Oldfield Circus, Northolt, Middlesex UB5 4RU or such other Agent as the landlord may appoint. Such definition may be updated from time to time by notice in writing to the Tenant.

**“The Premises”** will include any parts or all of the Premises that the tenant is entitled to use within this agreement, and curtilage of the same together with the garden, garage and any parking space (if applicable).

References to the male gender will include the female gender.

References to the singular include the plural.

References to an Agreement refers to the tenancy created by this document.

**“Water Charges”** includes references to sewage and environmental service charges.

The “**Fixtures and Fittings**” includes the Landlords fixtures fittings furniture and effects in the Premises including the floor, ceiling and wall covering and all matters specified in the Inventory and Schedule of Condition.

Where the Tenant is more than one person, the Tenant's covenants are joint and several. The expression “**joint and several**” means that jointly the Tenants are responsible for the payment of all rent and all liabilities falling upon the Tenants during the tenancy as well as any breach of the Agreement; and individually each Tenant is responsible for payment of all rent and all liabilities falling upon the Tenants as well as any breach of the Agreement, until all debts have been discharged in full.

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This Agreement is made on the [ Insert date ]

Landlord(s) Name(s): [ Insert name ]

Address: [ Insert address ]

(Address for service under Section 47 & 48 of the Landlord and Tenant Act 1987)

Tenant(s) Name(s): [ Insert name ]

Address: [ Insert address ]

1. The Landlord lets to the Tenant the residential premises known as [ Insert Premises address ] (“the Premises”)
2. The Tenancy shall commence on the [ Insert commencement date ] (“the Commencement Date”) and continue on a rolling monthly basis until terminated by either party giving the required notice.
3. The Tenant shall pay to the Landlord or the Agent [ Insert rent amount ] per calendar month payable monthly in advance commencing on the [ Insert start date of tenancy ] and payable thereafter the “Rent Due Date” will be the [ Insert payment date ] day of each calendar month during the Term of this agreement by standing order to [ Insert name of bank ] Bank; Account Number [ Insert ] ; Sort Code [ Insert ] in the name of [ Insert ] first such payment to be made on the signing of this Agreement for the period from the Commencement Date until the next rent payment date.
4. **Deposit.**
  - 4.1 The Tenant shall not be entitled to withhold the payment of any instalment of rent or any other monies payable under this Agreement or any part of the same on the ground that the Landlord has in his or his Agent’s possession monies in respect of the Deposit that is protected under the terms of the chosen Deposit Scheme.
  - 4.2 The Tenant shall pay to the Landlord or Landlords Agent upon signing this Agreement £ [ Insert deposit amount ] by way of a security deposit (“the Deposit”).
  - 4.3 The Landlord acknowledges that the deposit referred to in Clause 4.2 has been paid by the Tenant to the Landlord or Agent and that such deposit will be held and/or dealt with in accordance with the Tenancy Deposit Schemes as provided for in the **Housing Act 2004** and the **Localism Act 2011**. Subject thereto the Landlord shall have a right to claim against the deposit for:-
    - 4.3.1 Any damage or compensation for damage to the Premises, its Fixtures and Fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for reasonable fair wear and tear and for the age and condition of each and any such item at the commencement of the Tenancy.

- 4.3.2 The fair costs incurred in compensating the Landlord for, or for rectifying or remedying or enforcing any breach by the Tenant of his obligations under this Agreement, including those relating to the cleaning of the Premises its Fixtures and Fittings, and any additional charges/expenses incurred by the Landlord or Agent relating thereto or by legal/professional advisers.
- 4.3.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.
- 4.3.4 Any instalment of rent or other money lawfully due or payable by the Tenant under this Agreement which remains unpaid after the end of the Tenancy.
- 4.3.5 Any other breach on the part of the tenant of the Tenants obligations under this Agreement, in the interest of clarity this includes any act or omission on behalf of any permitted occupier or visitor to the premises.
- 4.3.6 Any sum repayable by the Landlord or Agent to a local authority where housing benefit (or its replacement) have been paid direct to the Landlord or Agent by the Local Authority.
- 4.3.7 Any damage caused and cleaning required as a result of any pets occupying the Premises either with or without the Landlords consent.
- 4.4 Details of the Tenancy Deposit Scheme to which the Landlord/Agent subscribes are given in the Prescribed Information annexed hereto, receipt of which the Tenant acknowledges.**
- 4.5 At the termination of the Tenancy the parties will use their best endeavours acting in good faith to agree on any deductions which should be made from the deposit and will in any event, within ten days of the termination of the Tenancy, notify the Agent of what sums/issues remain in dispute
- 4.6 The Landlord or Landlord's Agent will as soon as reasonably practicable after such notification, refer the dispute to the administrator of the Tenancy Deposit Scheme subscribed to, who will then determine matters in accordance with the provisions of that scheme. Such a referral does not prejudice the rights of the Tenant to make his own separate or additional referral following the termination of the Tenancy. This does not prejudice either party's rights to apply to court.
- 4.7 If there is a change of Landlord during the Tenancy, The Tenant shall consent to the transfer of the amount of the Deposit (or the balance of it) to the purchaser or transferee of the Premises at which point the Landlord shall be released from any further claim or liability in respect of the Deposit or any part of it, recognising that the Deposit is protected and will continue to be protected by the chosen Deposit Scheme provider.

## **5. THE TENANT AGREES WITH THE LANDLORD as follows:-**

### **5.1 Rent**

- 5.1.1 To pay the rent according to the terms of the Agreement whether formally demanded or not without any deduction or right of set-off whatsoever.
- 5.1.2 To pay the rent as stated in clause 3 at the times and in the manner specified in this Agreement. In the event of the Tenant failing to pay any or all of the rent on the date that the rent is due, and/or any other money payable under this Agreement and it remains unpaid for more than 14 days, after the day which it became due to pay, interest will be charged at the rate of 3% over Bank of England base rate (such interest to be calculated upon a daily basis) on all outstanding monies from the date upon which each payment becomes payable until payment is made in cleared funds.
- 5.1.3 That any payments received from a third party in respect of the rent will be deemed to be payment made for and on behalf of the Tenant and will not under any circumstances give rise to any rights over the Premises to that third party whatsoever.
- 5.1.4 It is agreed that if the Landlord or Agent, where appointed, accepts money after one of the conditions which may lead to a claim for possession by the Landlord (these are the conditions listed in clause 5.2 below), acceptance of the money will not create a new agreement and the Landlord will still, within the restrictions of the law, be able to pursue the claim for possession.

### **5.2 Condition of Premises, Repair and Cleaning**

- 5.2.1 The Tenant agrees to keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Tenancy (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Premises in good decorative order and condition throughout ( damage by fire excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises).
- 5.2.2 To pay for the replacement or repair of any Fixtures and Fittings that are broken, lost stolen, damaged or destroyed during the Tenancy, arising as a result of the Tenant's or any person who is sleeping in or visiting the Premises, negligence or at the option of the Landlord to compensate for these items.
- 5.2.3 To use the Premises in a Tenant like manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Tenancy. To deliver up the Premises and the Fixtures and Fittings at the termination of the Tenancy in a clean and tidy condition and in good order (fair wear and tear excepted) and in accordance with the Tenant's obligations and to deliver all keys for the Premises to the Landlord or Agent.
- 5.2.4 To replace all cracked or broken glass at the Premises during the Tenancy promptly with the same quality glass, where the Tenant or any person who is residing or sleeping in or visiting the Premises causes the breakage.

- 5.2.5 To keep all electric lights in good working order and to replace all fuses, bulbs, fluorescent tubes and fluorescent starter switches as and when necessary.
- 5.2.6 To keep all smoke alarms and carbon monoxide detectors in good working order and to replace all batteries as and when necessary. After the landlord's test on the first day of the tenancy, tenants should take responsibility for their own safety and test all alarms regularly to make sure they are in working order as per The Smoke and Carbon Monoxide Alarm (amendment) Regulations 2022. Testing monthly is generally considered an appropriate frequency for smoke alarms & carbon monoxide. If tenants find that their alarm(s) are not in working order during the tenancy, they should arrange the replacement of the batteries or if the alarm itself is faulty report it immediately to the Landlord or Agent whereby it will be replaced.
- 5.2.7 The Tenant shall not burn any solid fuel in the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld.
- 5.2.8 To wash and clean all net curtains, linens, blankets, carpets, upholstery, curtains and similar articles that have been soiled during the Tenancy..
- 5.2.9 To keep the drains, gutters, pipes, sinks, toilets, cisterns, baths and showers free from obstruction or blockages. The Tenant is responsible for clearing any blockages caused by misuse, negligence or carelessness of the Tenant, their family or guests including but not restricted to the build-up of hair, grease or non-flushable items such as wet wipes, sanitary products, cotton buds or food waste. If the Landlord is required to clear such blockages, the cost of the repair will be charged to the Tenant.
- 5.2.10 To keep all electrical appliances and apparatus in good working order during the Tenancy and to pay the television set licence fee for any television set or device requiring such a licence.
- 5.2.11 To notify the Landlord or the Landlord's Agent immediately in writing of any damage destruction or loss that may happen at the Premises or to the Fixtures and Fittings howsoever caused.
- 5.2.12 To notify the Landlord or the Landlord's Agent immediately in writing should repairs become necessary for which the Tenant is not liable and in no circumstances (except in the case of an emergency) should the Tenant arrange or give instructions for any such repairs to be carried out except at the written request of the Landlord or the Landlord's Agent, otherwise the Tenant shall be responsible for the cost of any repairs carried out in breach of this provision. In the event of an emergency repair, the Landlord will reimburse the Tenant any reasonable costs incurred by the tenant in carrying out the Landlords obligations.
- 5.2.13 Not to carry out any redecoration at the Premises or any part including the Fixtures and Fittings without the previous consent in writing of the Landlord or Landlord's Agent, such consent not to be unreasonably withheld and in the case of any such breach the Tenant shall be responsible for the entire cost of the redecoration at the expiration of the Tenancy.
- 5.2.14 Not to make any alteration or additions to the Premises or Fixtures and Fittings without the prior written approval of the Landlord or Landlord's Agent, such approval not to be unreasonably withheld or delayed.

- 5.2.15 Not to remove any of the Fixtures and Fittings specified in the Inventory and Schedule of Condition and to pay for the repair or replacement of any items which have been broken, lost, damaged or destroyed where any such damage has arisen owing to the Tenant's negligence during the Tenancy. Any replacements will need to be first approved by the Landlord or the Landlord's Agent. Where the Landlord's belongings Fixtures and Fittings are moved or placed in storage of any kind in breach of this clause, any resulting damage to such items will be at the cost of the Tenant.
- 5.2.16 To take all appropriate precautions to prevent damage occurring to the Premises and any installations and Fixtures and Fittings in the Premises which may be caused by frost or cold weather including but not limited to providing adequate heating and ventilation to the Premises.
- 5.2.17 Where the Tenant requests a repair and on inspection the problem has been caused by a failure on the part of the tenant (for example but not restricted to, drains blocked by the Tenant's waste, a dishwasher filter blocked with food, washing machine or tumble dryer filter not cleared a boiler repair caused by no credit on a utility meter or an appliance that has not been turned on at the switch), the Tenant agrees to be responsible for the reasonable cost of the contractors visit.
- 5.2.18 To take all reasonable precautions to prevent damage to the Premises, any installations and Fixtures and Fittings which may be caused by any inclement weather conditions, including but not limited to closing doors and windows to prevent precipitation (rain/snow etc) from entering the Premises.
- 5.2.19 Always keep the property sufficiently well aired and warmed to avoid build-up of condensation and prevent mildew growth and to protect it from frost.
- 5.2.20 Not to use any gas appliance that has been declared unsafe by a GAS SAFE engineer or disconnected from the supply or that they know or suspect to be unsafe and must report any defect, smell of gas or faulty appliance immediately to the Landlord.
- 5.2.21 Not to keep, use or permit to be used any oil stove, paraffin heater or other portable fuel burning appliance, or other appliance against the terms of the insurance of the Property, except as provided by the Landlord.
- 5.2.22 To keep the windows of the Premises clean internally and externally.
- 5.2.23 To clean, de-scale and disinfect all showerheads in the Premises at least every three months. If any limescale build up is noted in the Premises then it must be cleaned immediately, irrespective of the three months schedule.
- 5.2.24 Upon the Landlord or the Landlord's Agent giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement to carry out the same within one month or sooner where appropriate and if the Tenant shall fail to comply with such notice then the Landlord or Landlord's Agent may enter upon the Premises with workmen and carry out such repairs or other works at the Tenant's expense.

5.2.25 Where the Landlord's interest in the Premises is acquired by way of another lease, "The Headlease", then the Tenant shall observe the restrictions contained within the Headlease which apply to the Premises. A copy of such restrictions will be made available to the Tenant upon request.

### **5.3 Utilities**

5.3.1 To notify each supplier and arrange for the electricity, gas, water, TV licence (as required), telephone and internet services (as available to the Premises) to be immediately transferred into the Tenant's name from the commencement of this Agreement and to inform the Landlord or Landlord's Agent of any change of supplier for any of the utility services. The Tenant also agrees to pay for all such accounts in respect of the Premises where appropriate and to settle all outstanding accounts with such services for which the Tenant is liable up to and including the last day of this Tenancy.

5.3.2 To pay for all Water Rates and services, all Council Tax charges and any other charges levied on the Premises for which the tenant is responsible and to inform the Landlord or Landlord's Agent of any changes to the utility suppliers. The Tenant also agrees to settle all outstanding accounts with such services for which the Tenant is liable up to and including the last day of this Tenancy.

5.3.3 Not to tamper interfere with alter add to the gas electrical and water installations and meters in or serving the premises.

5.3.4 The Tenant shall request permission for any of the utility meters to be changed. In breach of this clause, the tenant will be responsible for replacing or making good any changes.

5.3.5 In the event of any supply of water, gas, electricity or telephone to the Premises being disconnected 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 then the Tenant shall repay to the Landlord all reasonably incurred costs associated with the reconnection of such service (including any arrears).

5.3.6 Not to change the telephone number without the prior written consent of the Landlord or Landlord's Agent or to procure the transfer of the telephone number to any other address

### **5.4 Access and Inspections**

5.4.1 To allow the Landlord, the Landlord's Agent or any other person authorised by the Landlord with or without any necessary equipment to enter the Premises at all reasonable times of the day by giving the Tenant not less than 24 hours' notice (except in the case of an emergency) in writing to visit and examine the condition of the Premises and to carry out any repairs, maintenance, alterations or replace the Fixtures and Fittings for the purpose of complying with any obligations imposed on the Landlord by law. Access can only take place with the Tenant's permission, except in the event of an emergency such as fire, smell of gas or a leak causing damage to the Premises.

- 5.4.2 To allow the Premises to be viewed during the last two months of the Tenancy by prior appointment made by the Landlord or any person acting on behalf of the Landlord for the purpose of showing a tenant the Premises for re-let and to allow the erection of a 'To let' board(s) on the Premises. Access for such appointments can only take place with the Tenant's permission.
- 5.4.3 To allow the Premises to be viewed throughout the Tenancy by prior appointment made by the Landlord or any person acting on behalf of the Landlord for the purpose of showing a prospective buyer the Premises for sale and to allow the erection of a "For Sale" board(s) on the Premises. Access for such appointments can only take place with the Tenant's permission.
- 5.4.4 To allow onto the Premises any party that may reasonably require such access to carry out work to a neighbouring property or any boundary divide. 24 hours' notice in writing will be given, except in the case of an emergency.
- 5.4.5 To allow the Landlord's authorised engineer access to carry out the Gas safety check, Electrical check and Energy Performance Certificate to comply with the Landlord's legal obligations, provided 24 hours' notice is given in writing.

## **5.5 Assignment and Subletting**

- 5.5.1 The Tenant agrees not to assign, sublet, part with or share the Premises with any persons other than the persons named as a Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises without the Landlord's or Landlord's Agents written consent.
- 5.5.2 Not to take in Lodgers or Paying Guests without the Landlord's or Landlord's Agents written consent.
- 5.5.3 Not to permit any visitor to stay for a period of more than three weeks within any three month period without the Landlord's or Landlord's Agents written consent.

## **5.6 Usage**

Not to carry out any Trade or Business or Profession at the Premises but to use the Premises as a single private residence only.

## **5.7 Illegal, Immoral usage**

Not to use the Premises for any Illegal, Improper or Immoral use or use or consume in or about the Premises any prohibited or controlled substances or any of the drugs mentioned in the **Misuse of Drugs Act 1971**.

## **5.8 Locks and Keys**

- 5.8.1 The Tenant agrees not to install or change any locks in the Premises without the Landlord's or Landlord's Agent prior written consent.
- 5.8.2 If any additional keys are made the Tenant will deliver all keys (original and additional) to the Landlord at the conclusion of the tenancy and if any such keys have been lost, cover the reasonable cost associated with replacement.

- 5.8.3 If any lock is installed or changed at the Premises without the Landlord's prior written consent then the Tenant will immediately provide a key to the replacement locks to the Landlord and Agent and further agrees to deliver to the Landlord or Agent all keys at the termination of the Tenancy. If any lock is installed or changed in the Premises without the Landlord's prior written consent, then to remove that lock if required by the Landlord and to make good any resulting damage.
- 5.8.4 Where due to any act of default by the Tenant it is reasonable for the Landlord to replace or change the locks in the Premises, the Tenant shall indemnify the landlord for any reasonable costs that may be incurred.
- 5.8.5 The Tenant agrees to activate any alarm systems at the premises and replace any required batteries on such systems. The Tenant agrees not to change any code numbers/activation codes without the written consent of the Landlord, such consent not to be unreasonably withheld. If the Tenant breaches this provision he will be responsible for all reasonable costs incurred by the Landlord for restoring the alarm system to an operational condition including code resetting.

## **5.9 Noise and Nuisance**

- 5.9.1 The Tenant agrees not to do anything at upon or in connection with the Premises that can cause a nuisance, damage, disturbance, annoyance, injury or inconvenience to the Premises or any adjoining or neighbouring premises or their occupiers or owners thereof.
- 5.9.2 Not to hold or conduct any social gathering at the Premises or play any musical instrument or use any stereo, radio or television or other musical or electrical instrument or other means of reproducing music or sound in such a manner as to be audible outside the Premises that could be deemed as causing, or likely to cause, any nuisance, annoyance or inconvenience to the occupiers of any neighbouring, adjoining or adjacent premises.

## **5.10 Washing**

Not to hang any washing, clothes or other articles outside the Premises other than in such places as the Landlord designates or permits and not to hang or place wet or damp articles of washing upon any of the Landlord's furniture or room heaters, for the avoidance of doubt, this includes radiators.

## **5.11 Refuse**

To remove all rubbish from the Premises and to place the same within the dustbins or receptacles provided and where any dustbins have been provided, to ensure that all general rubbish is placed and kept inside a plastic bin liner before placing the rubbish in the dustbin. If the Tenant places items incorrectly in or outside of the refuse/recycling bins provided, that results in the council failing to collect the bins, the Tenant will be responsible for the disposal of the said refuse or the cost of disposal if the Landlord must arrange collection.

## **5.12 Inflammable substances and equipment**

Not to keep or use any paraffin heater, liquified petroleum gas heater or portable gas heater in the Premises and not to store or bring any articles of an especially combustible, inflammable or dangerous nature in to the Premises, apart from those required for general household use, whereby any insurance on the Premises may become void or voidable or where the rate of premium may increase.

## **5.13 Gardens and Driveways**

Where any Gardens, Driveways, Pathways, Lawns, Hedges or Rockeries are included in the Tenancy, the Tenant agrees to keep them clean and tidy, properly cultivated and free from weeds and to keep any grass regularly mown. Trees and shrubs must be pruned and are not to be cut down or removed. Furthermore, the Tenant agrees not to alter the layout of any Garden, Driveways, Pathways, Lawns, Hedges, Ponds and Rockeries without the Landlord's or Landlord's Agents prior written consent.

## **5.14 Animals and Pets**

- 5.14.1 The Tenant shall not keep a pet in the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant must apply for the consent to the Agent/Landlord in line with the rules set out in Section 16A and 16B of the Housing Act 1988 (as amended by the Renters Rights Act 2025). Any request must be made in writing and provide specific details of the pet such as species, breed, size, age and temperament. The Landlord has 28 days to respond in writing and cannot unreasonably refuse. The Landlord may request insurance that covers potential damage by the pet and should the Landlord refuse the request, the reason must be valid under the guidelines of Section 16A.
- 5.14.2 If it is agreed that the Tenant can have a pet any damage caused will be deemed outside of fair wear and tear.
- 5.14.3 The Tenant must ensure the pet does not cause a nuisance to neighbours, such as excessive barking or loud noise or cause significant damage to the Premises or Gardens, including lawned areas and if it does, the Landlord reserves the right to withdraw his consent with reasonable notice.
- 5.14.4 The Tenant must ensure any pet is treated, as appropriate, for fleas and worms and the property must be kept clean of pet waste.
- 5.14.5 The Tenant agrees to return the Premises in the same state of cleanliness as it was at the commencement of the Tenancy, removing all pet odours, hair and stains. Whilst the Landlord cannot enforce professional cleaning fees, it is reasonable to expect, following pets being in the Premises, that a deep clean, including carpets be carried out to a professional standard.

## **5.15 Smoking**

The Tenant agrees not to smoke or permit any guest or visitor to smoke tobacco or any other substance (including e-cigarettes, vaping devices and shisha pipes) inside any part of the Premises. Smoking is not permitted near open windows or doors where

smoke can enter the building. Whilst smoking inside the Premises is strictly prohibited, the Tenant may smoke outside and must ensure they clean up any cigarette waste.

#### **5.16 Sanitation, Pipes, Drains and Gutters –**

- 5.16.1 The Tenant agrees to clear any stoppages or blockages when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes and ventilation ducts which serve the Premises, if they are caused as a result of the Tenant's negligence and/or misuse.
- 5.16.2 The Tenant agrees not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the utility services serving the Premises.
- 5.16.3 The Tenant agrees not to allow any oil, fat, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.

#### **5.17 Empty Premises**

- 5.17.1 Whenever the Premises is left unattended, the Tenant agrees to fasten securely all dead locks or other locks and bolts fitted to doors and windows permitting access to the Premises, and that any Premises alarm system is activated.
- 5.17.2 Not to leave the Premises vacant or unoccupied for a period in excess of 14 consecutive days without first giving written notice to the Landlord or Landlord's Agent of his intention to do so, and before doing so the Tenant will take adequate steps to ensure that the Premises is protected against the risk of damage by frost, by either draining down all water supplies in or serving the Premises and also to ensure that the stopcock is turned off or by providing adequate heating during the period the Premises is vacant.
- 5.17.3 If the premises are vacant for a period over two weeks, the Tenants, on their return, should allow the water to run from all outlets in the Premises for a minimum of one minute before consuming or otherwise using the water.

#### **5.18 Costs and expenses**

If the Tenant breaches any covenant contained in this Agreement (including non-payment of rent), the Tenant agrees to pay the Landlord's reasonable and lawful costs, including solicitor's fees, bailiff fees and court fees, incurred in enforcing obligations and/or obtaining possession of the Premises, provided such costs are reasonable and sanctioned by the relevant court.

#### **5.19 Affixation of Items**

- 5.19.1 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 or Landlord's Agents written consent, such consent not be unreasonably withheld or delayed, and where such consent is granted to meet all reasonable costs of installation, removal and thereafter make good any resultant damage.

5.19.2 Not to affix any items to the walls of the Premises either internally or externally using glue, nails, picture hooks, blue/white tack or sticky tape without the Landlord's prior written consent, such consent not to be unreasonably withheld or delayed.

## **5.20 Alterations and Redecoration**

5.20.1 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 same without the Landlord's or Landlord's Agents prior written consent such consent not to be unreasonably withheld or delayed.

5.20.2 Not to permit any waste, spoil or destruction to the Premises or Fixtures and Fittings.

## **5.21 Inventory Checkout**

5.21.1 Where an appointment has been made with an Inventory Company to conduct the check out procedure, if the Tenant fails to attend an already mutually agreed appointment, the Tenant agrees to cover the cost of any abortive fee levied by the Inventory Company.

## **5.22 End of Tenancy**

5.22.1 To leave the Landlord's Fixtures and Fittings at the end of the tenancy in the same places in which they were positioned at the commencement of the tenancy.

5.22.2 To return the keys of the Premises to the Landlord or Landlord's Agent on the agreed termination date, or at the end of the tenancy, whichever is sooner, and to pay for any reasonable charges incurred by the Landlord or Landlord's agent in securing the Premises against re-entry where the keys have not been returned.

5.22.3 To remove all the Tenant's and members of the Tenant's household belongings prior to the termination of this Agreement. If any of the Tenant's goods or any goods belonging to members of the Tenant's household have not been removed from the Premises at the time of expiration or sooner termination of the Tenancy, the Tenant agrees:

5.22.3.1 To pay the Landlord damages at a rate equal to the daily rent payable on the Premises until the Tenant has removed all such goods; and

5.22.3.2 The Tenant will remain liable for the rent and utility charges, including the Council Tax, at the Premises until such time as the Premises has been returned to the Landlord or Landlord's agent without any further hindrance by the tenant or any other occupier at the Premises which includes returning all of the keys to the Premises.

5.22.3.3 The Tenant agrees to cover any reasonable storage or other similar costs to the Landlord for a reasonable period of time after which point all remaining belongings will be disposed of at the cost of the tenant.

- 5.22.4 As soon as is reasonably practicable just before or immediately after the termination of the tenancy to provide to the Landlord or Agent a forwarding or correspondence address.

### 5.23 Insurance

- 5.23.1 Not to do anything whereby the Landlord's policy of insurance in respect of the Premises or on the Fixtures and Fittings may become void or voidable in full or part or whereby the rate of premium on any such policy may be increased and to repay to the Landlord all sums from time to time paid by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision. **The Tenant's belongings within the Premises are his and not covered by any insurance policy maintained by the Landlord.**
- 5.23.2 In the event of loss or damage by fire theft or impact or other causes, the Tenant, as soon as is reasonably possible, must inform the Landlord or his Agent and provide full written details thereof within **three days** in order to enable the Landlord to make a claim to the Landlord's insurance company.
- 5.23.3 In the event of the Premises being broken into or damaged by a third party, the Tenant, as soon as is reasonably possible, must report the incident to the police and obtain a crime report or incident number and provide these details to the Landlord or the Landlord's Agent within **three days of doing so.**
- 5.23.4 In the event of a claim on the Landlord's insurance policy due to a breach of this agreement, and/or an act or omission on the part of the Tenant or their guest, visitor or any other permitted occupant of the tenant, the Tenant agrees to reimburse the Landlord for any increase in premiums and/or any excess amount related to such claim.
- 5.23.5 The tenant is strongly advised to take out insurance with a reputable insurer for the Tenant's possessions as such possessions will not be covered by any insurance effected by the Landlord.

### 5.24 Consumer Contracts

**The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013** outlines rules for contracts made at a distance or off premises and allow a 14 day "Cooling off" period to cancel a contract. Under Clause 6.1(d) contracts for the rental of accommodation for residential purposes are exempt and therefore there is no "Cooling Off" period when signing this agreement

### 5.25 Data Protection

Information provided under the performance of this Agreement may be shared with the Landlord and Landlord Agent and/or other Agents, credit and referencing agencies, Local Authorities, utility and water companies, Police, Housing Benefit departments, tracing agents and alike, and mortgage lenders. The Tenant's personal data, which will be processed in the execution of this Agreement will be handled in

accordance with the **UK General Data Protection Regulation** alongside the **Data Protection Act 2018** and **The Data (Use and Access) Act 2025**.

## **5.26 Miscellaneous**

- 5.26.1 Where the Tenant receives any formal or legal notices or orders or other similar document delivered to the Premises which might reasonably affect the Premises, its boundaries or neighbouring properties the Tenant will as soon as is reasonably practical after receipt send such notices and or document to the Landlord or his Agent.
- 5.26.2 Where notified prior to the tenancy beginning in writing or by the provision of any document, the Tenant agrees not to break any restrictions, covenants, or agreements in any superior Head Lease affecting the Premises which may bind both the Landlord and the Tenant in their occupation or use of the Premises.
- 5.26.3 The Tenant agrees to comply with all applicable laws, regulations and Local Authority requirements relating to the occupation and use of the Premises. The Tenant shall not use or permit the property to be used, in any manner which would cause a breach of overcrowding standards or any statutory occupancy limits as maybe defined in any Local Authority License. The Tenant shall not do or omit to do anything that may result in the Premises requiring any additional license or consent without the prior written consent of the Landlord. Should any breach occur by the Tenant in this regard, they shall indemnify the Landlord against any losses and/or damages that may arise thereafter.

## **5.27 Condensation and Ventilation**

The Tenant must take reasonable and prudent steps to adequately heat and ventilate the premises in order to help prevent condensation. Where such condensation may occur, to take care to promptly wipe down and clean surfaces as required from time to time to stop the build-up of mould growth or damage to the premises, its fixtures and fittings.

Bedrooms, kitchens and bathrooms are the rooms in a property most susceptible to condensation damage. Water vapour created by drying washing indoors, kettles, showering/bathing, cooking and tumble drying must be allowed to escape from the confines of the room to avoid it settling on the coldest wall/window and then turning back into water. This in turn will gradually become black.

Condensation is generally not the fault of the property. Please ensure the following guidelines are followed.

- 5.27.1 Where the Premises have fans in bathrooms, kitchens and utility rooms you must ensure that isolator switches always remain ON and where the Landlord supplies a dehumidifier this should also remain ON at all times to reduce the moisture levels in the air.
- 5.27.2 Keep the doors closed as much as possible between the kitchen and other rooms and hall whilst cooking, boiling water and washing and drying clothes and keep the kitchen window open even if it is cold outside when you are washing or drying clothes. It is very important to allow moist air to escape to the open air if condensation is to be avoided.

- 5.27.3 Always close the bathroom door while showering or the bath is being filled. Running a little cold water into the bath before the hot water is turned on will lessen the amount of steam produced. Ventilate the bathroom by opening a window whenever the bathroom is in use and always after the bathroom has been used. If your bathroom has mechanical ventilation, i.e. a fan, see that the grills are kept clear.
- 5.27.4 Avoid drying washing indoors as far as possible. If you have a washer dryer, always use a ventilation pipe to the outside air, as unvented driers are a major source of condensation.
- 5.27.5 Do not hang damp clothing or put wet shoes in cupboards for they will not dry properly and the dampness will encourage mould to grow on them. For the same reason, do not pack clothing tightly in cupboards. All drying of clothes internally must be done using air dryers or a clothes horse and wet or damp clothes must never be dried on any radiators or heating unit.
- 5.27.6 Good ventilation in your home is important. Try to keep a fanlight (top window) at least partly open in each room. Where windows have trickle vents these must be left open and where windows have air latch/night vent options, locking the window in this position will allow air flow.
- 5.27.7 Keep your home as warm as you can for the warmer it is less likely that it will suffer from condensation provided the rooms are adequately ventilated.
- 5.27.8 In any dwelling take care that furniture does not touch the walls, because air cannot circulate properly and keep wall surfaces behind free from condensation.
- 5.27.9 If the walls of your kitchen or bathroom are painted in gloss paint, condensation will quickly show on them whenever the rooms are in use, but the moisture can be wiped away and it is unlikely to cause mould growth. If, however, mould growth should occur on any surface, make sure it is completely killed off by thoroughly cleaning the surfaces with an antiseptic or fungicidal solution. The purpose of cleaning surfaces affected, with an antiseptic or fungicidal solution, is to kill any mould spores that may have roots in the plaster under the decorations, for if their roots are not killed, the mould will soon reappear whether or not you have redecorated the walls.
- 5.27.10 If you are out during the day, you should try to maintain a safe heating appliance in operation even though it is on low heat. Otherwise during cold weather when you come in and start cooking and washing and heating the rooms to comfortable temperature, condensation will be induced very rapidly on all cold surfaces.

## **5.28 Immigration Act 2014**

- 5.28.1 The Tenant agrees to demonstrate their Right to Rent in the UK by providing their Right to Rent Code to the Landlord/Agent prior to the commencement of the Tenancy and throughout the entire Term of the Tenancy.
- 5.28.2 Where an occupier of the Premises that is considered a minor at the Commencement of the Tenancy, under the age of 18, on becoming an adult will become a Permitted Occupant and provide to the Landlord /Agent evidence of their Right to Rent in the UK together with contact number and email address.

5.28.3 If any Tenant or adult occupier of the Premises has a time limited Right to Rent, the Tenant shall, upon receipt of any communication concerning their residency status from a relevant government department or body, advise the Agent/Landlord of such and shall provide to them copies of any such written communication; and

5.28.4 Immediately notify the Agent/Landlord if the immigration status of any Tennat or adult occupier changes which includes expiration.

## 6. THE LANDLORD AGREES WITH THE TENANT as follows:

### 6.1 Quiet Enjoyment

That the Tenant paying the rent and observing and performing all the Tenant's obligations under this agreement may quietly enjoy the Premises without any unlawful interruption by the Landlord or to any person rightfully claiming to be under or through the trust of the Landlord.

### 6.2 Insurance

To insure the Premises and the Fixtures and Fittings specified in the Inventory and Schedule of Condition to their full value with an insurance company of repute normally covered by a Landlord's or Householder's comprehensive policy.

### 6.3 Interest and Consents

The Landlord hereby confirms that he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable him to enter this Agreement (whether from superior landlords, mortgagee's insurers or others) have been obtained.

### 6.4 Repair

To keep in repair and proper working order all mechanical and electrical items including all washing machines, dishwashers, and other similar mechanical or electrical appliances belonging to the Landlord as are included in the said Fixtures and Fittings but not further or otherwise **PROVIDED** that this agreement shall not be construed as requiring the Landlord or Landlords Agent to carry out any works for which the Tenant is liable by virtue of his duty to use the Premises and the Fixtures and Fittings in a tenant like manner and **PROVIDED FURTHER** that the Tenant shall indemnify the Landlord or Landlords Agents in respect of the cost of repairs to such Fixtures and Fittings installations or items resulting from misuse by the tenant and/or his household, and/or his permitted occupier and/or his permitted visitor/s to the Premises howsoever caused.

## 6.5 Safety Regulations

- 6.5.1 The Landlord confirms that the items within the Premises including Fixtures and Fittings and as detailed within the Inventory and Schedule of Condition comply with the **Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 2025: UK**.
- 6.5.2 The Landlord shall comply with **The Gas Safety (Installation and Use) Regulations 1998** (as amended) and any subsequent legislation, including the Renters Rights Act 2025.
- 6.5.2.1 The landlord will ensure that all gas appliances, fittings and flues provided for the Tenant's use are maintained and serviced regularly as per Regulation 36 of **The Gas Safety (Installation and Use) Regulations 1998**.
- 6.5.2.2 The Landlord will arrange an annual Gas Safety Check which must include the Landlord Gas Safety Record (CP12), to be carried out by a Gas Safe Registered Engineer on all gas appliances and flues within 12 months of the previous check as determined in accordance with the 1998 Regulations.
- 6.5.2.3 The Landlord will provide a copy of the new Gas Safety Record to the Tenant(s) prior to a new tenancy commencing and within 28 days of the check being completed for an existing tenancy.
- 6.5.3 The Landlord will ensure the electrical appliances at the premises comply with the **Electrical Equipment (Safety) Regulations 2016** and the electrical Installation at the premises complies with **The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020**.
- 6.5.3.1 The Landlord will ensure the relevant electrical installations are inspected and tested by a qualified electrician as defined in Regulation 3 of the Regulations, at least every five years or as often as required by the most recent inspection.
- 6.5.3.2 A copy of an Electrical Installation Condition Report confirming that the installation is satisfactory will be provided to the Tenant(s) prior to a new tenancy commencing. Should the report identify remedial works are required these must be conducted within 28 days or sooner if specified by the report.
- 6.5.4 The Premises are compliant with **The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022** at the start of the Tenancy.

## 6.6 Disability Adaptations and Improvements (Section 190 of the Equality Act 2010)

- 6.6.1 The Landlord acknowledges that the Tenant, if they are a disabled person, may request consent to make "relevant improvements" (adaptations to the Premises) to facilitate their enjoyment in the Premises as their only or main home, in accordance with **Section 190 of the Equality Act 2010**.

- 6.6.2 The Landlord agrees not to unreasonably withhold or delay consent for such relevant improvements.
- 6.6.3 The Landlord may subject their consent to reasonable conditions, including (but not limited to) a requirement that the Tenant reinstates the Premises to its original condition upon the termination of the Tenancy, provided such condition is reasonable in the circumstances.
- 6.6.4 If the Landlord refuses consent they will provide to the Tenant, in writing, the reasons for the refusal.
- 6.6.5 The definition of “disabled person” can be found in **Section 6(2) of the Equality Act 2010** and the definition of “improvement” can be found in **Section 190(9) of the Equality Act 2010**.

## **6.7 Legionnaires Disease**

In accordance with the Code of Practice issued by The Health and Safety Executive regarding the control of legionella bacteria in water systems, the Landlord confirms that he believes the property is safe and free from any such bacteria at the commencement of the Tenancy. The Landlord is obliged to make the Tenant aware that as with any residential property, if water is allowed to stagnate within the hot or cold water systems (i.e. loft cold water tank, shower units, water filters or similar etc.), there is a risk of Legionella. To reduce this risk, the Tenant is responsible for taking some simple control measures including regularly cleaning and disinfecting any shower head/s in the property and where the property has been vacant for more than a week, outlets from any hot or cold water supply should be 'turned on and allowed to flow' to minimise the stagnation. The Tenant must also report if the hot water is not heating properly or if there are any other problems with the water system, so that a repair can be actioned. As with any residential property, an occupant must only drink water from a mains fed cold water tap i.e. to only drink from the kitchen tap and not from bathroom taps.

## **7. IT IS MUTALLY AGREED as follows:**

- 7.1 Any agreement or obligation on the part of the Tenant (howsoever expressed) to do or not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow the same act on the part of any other person(s).

### **7.2 Rent Review**

The rent, as defined in this Agreement, may be increased only once per year in line with current market rates. Should a rent increase be sought by the Landlord, then in accordance with Section 13 of the Housing Act 1988 Section 13 Form 4A will be served providing a minimum of two months' notice.

### **7.3 Repair**

This Agreement will take effect subject to the provisions of **Sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988)** which imposes on the Landlord obligations to repair the structure and exterior (including drains gutters and pipes) and certain installations for the supply of water electricity and sanitation (including basins sinks baths and sanitary conveniences and for space heating or heating water but not other fixtures fittings and appliances for using the supply of water and electricity). The Landlord will not accept responsibility for charges incurred by the Tenant for the repair of these items except in the case of any emergency.

### **7.4 Fitness for Human Habitation and Maintenance**

The Landlord shall take all reasonable steps to ensure the Premises are fit for human habitation at the commencement of the tenancy and to maintain it in such a condition throughout the tenancy in accordance with **Section 9A of the Landlord and Tenant Act 1985 (as amended)**.

### **7.5 Exclusion**

The Landlord will not be responsible or liable to compensate the Tenant or any third party for any losses financial or otherwise or inconvenience howsoever suffered due to the failure of any appliances or systems on the Premises or (if applicable) in the common part or any other part of the building of which the Premises form part due to any software or any operation system malfunction.

### **7.6 Uninhabitable Property**

If the Premises are destroyed or rendered uninhabitable by fire or any other risk then rent shall cease to be payable until the Premises are reinstated and rendered habitable unless the insurance monies are irrecoverable in whole or in part by reason of any act or omission on the part of the Tenant, his family, friends or visitors; or the insurer pays the costs of re-housing the Tenant.

### **7.7 Reimbursement**

Where the Landlord or Landlords Agent is entitled to do anything at the cost or expense of the Tenant and thereby incurs a loss then the Tenant shall pay by way of damages the loss so suffered by the landlord promptly and when requested or the Landlord may deduct the same from the Deposit in accordance with clause 4.

### **7.8 Council Tax**

The Tenant shall pay the Council Tax in respect of the Premises from the start date of the tenancy until the tenancy is legally terminated, including throughout the mandatory two month notice period, even if the Tenant chooses to vacate the Premises earlier. Any discounts that the Tenant may be eligible for, it is for the Tenant to apply directly with the local authority and notify them of any changes in circumstances.

## 7.9 Forfeiture

This clause sets out the circumstances under which the Landlord can recover possession of the property during the course of the tenancy. If the Landlord wishes to recover possession he or she may only do so after obtaining a possession order from the Court.

### 7.9.1 Forfeiture/Breaches of this Agreement by the Tenant

If at any time during the tenancy:-

- A. The Tenant fails to pay the rent or any part of the rent more than 21 days after the payment falls due;
- B. The Tenant fails to observe or perform any agreement or obligation under this agreement;
- C. The Tenant becomes bankrupt or enters a voluntary arrangement with his creditors;
- D. The Tenant leaves the premises vacant or unoccupied for more than 21 days without the Landlord's consent;
- E. If any of the grounds listed in Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996) being grounds 2, 8, 10, 11, 12, 13, 14, 15 or 17 apply.

Then the Landlord will be entitled to take immediate steps to recover possession of the Premises from the Tenant by issuing proceedings for possession in the appropriate Court. In the event of the Landlord taking such action his other rights or obligations provided for in this agreement shall be unaffected unless the Court rules otherwise.

## 7.10 Notices

- 7.10.1 This is a periodic tenancy and shall continue on a month-by-month basis until either party serves to the other the required written notice to bring the Tenancy to an end
- 7.10.2 The Tenant is required to give the Landlord two clear months' notice in writing and must end on the last day of a rent period.
- 7.10.3 The Landlord is required to provide the Tenant notice under Schedule 2 of the Housing Act 1988 (as amended by the Renters Rights Act 2025). In most circumstances the Landlord can only bring an end to the Tenancy by obtaining an order of the court for possession of the Premises and the execution of that order.
- 7.10.4 In the event the Landlord seeks to obtain such an order the Landlord or, in the case of joint landlords, at least one of them, must serve on the Tenant a notice of proceedings for possession which, amongst other requirements is in the prescribed form and specifies the grounds of possession.

The ground of possession will determine the minimum period of notice, if any, that the Landlord must give before proceedings are begun.

- 7.10.5 Any notices, in accordance with the provisions as to the service of notices in Section 196 of the Law of Property Act 1925, authorised, required or served in accordance with this Agreement or under Act of Parliament, sent to the Tenant, relating to the Tenancy shall be deemed served if:-

- A. Sent by first class post addressed to the Tenant at the Tenanted Premises or last known address or;
- B. Left addressed to the Tenant at the Tenanted Premises or last known address.
- C. Sent via electronic means via the Tenant's email address(es):- [ Insert tenant email addresses ]

All notices and documents shall be served in any event by electronic mail where an email address has been provided by the tenant which will constitute the tenants prior consent.

7.10.6 For the purpose of **Section 47 and 48 of the Landlord and Tenant Act 1987** the address at which any notices (including notices in any proceedings) may be served on to the Landlord by the Tenant, is as set out on page three of this Agreement, until the Tenant is notified in writing to the contrary.

7.10.7 Pursuant to the Civil Procedure Rules ("CPR") Part 6 which governs the service of Court documents in England and Wales if a notice is given in accordance with Clause 7.10 it shall be deemed to have been received:

- A If sent by first class post, on the second working day after posting
- B If delivered by hand and served before 4.30pm, the date the notice is left at the Premises address and if after 4.30pm, it shall be deemed received the next working day.
- C If sent by email before 4.30pm, the date the email is sent and if after 4.30pm, it shall be deemed received the next working day

7.10.8 **Notice to use certain Section 8 Grounds for possession under Schedule 2 of the Housing Act 1988**

Not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground or the court is of the opinion that it is just and equitable to dispense with the requirement of notice and (in any of these cases):

**Grounds 1 to 1B**

- a) at some time before the beginning of the tenancy, the landlord who is seeking possession or in the case of joint landlords seeking possession at least one of them occupied the dwelling house as his only or principal home; or
- b) the landlord who is seeking possession or in the case of joint landlords seeking possession at least one of them requires the dwelling house as his or her spouse's or close family members only or principal home and neither the landlord (or in the case of joint landlords, any of them) nor any person who, as landlord, derived title under the landlord who have the notice mentioned above acquired the reversion on the tenancy for money or money's worth.

## **Ground 2**

The dwelling house is subject to a mortgage granted before the beginning of the tenancy and:

- a) the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by Section 101 of the Law of Property Act 1925; and
- b) the mortgagee requires possession of the dwelling house for the purpose of disposing of it with vacant possession in exercise of that power; and
- c) either notice was given as mentioned in Ground 1 above or the court is satisfied that it is just and equitable to dispense with the requirement of the notice.

For the purposes of this ground “mortgage” includes a charge and “mortgage” shall be construed accordingly.

## **Grounds 2ZA to 2ZD**

If there is a superior lease with a fixed term of more than 21 years, the landlord or the superior landlord may seek possession of the Property under these grounds, provided the conditions for those grounds are satisfied. This clause provides the Tenant with the notice that is required for these grounds to be used.

## **Grounds 4, 4A, 5 to 5H, 6 to 6B, or 18**

In addition to the prior notice as contained in 7.10.8.a) above, the Landlord may also rely on the possession grounds 4, 4A, 5 to 5H, 6 to 6B and 18 of Schedule 2 of the Housing Act 1988, provided those grounds are satisfied.

### **7.11 Force Majeure**

The Landlords repairing obligations referred to clause 7.3 shall not be construed as requiring the Landlord to rebuild or reinstate the Premises in the case of destruction or damage by fire or tempest, flood or other inevitable accident.

### **7.12 Governing Law**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

### **7.13 Rights of Third Parties**

No third party will have any right to enforce any clause of this Agreement, pursuant to the Contracts (Rights of Third Parties) Act 1999.

**7.14 Landlord Certification**

The Landlord certifies that the Tenant has been given an opportunity to sign this agreement and the documentation annexed hereto by way of confirmation that the information provided is accurate to the best of his knowledge and belief.

.....{Landlord's / Agent's signature}

**SIGNED** by the Landlord / Agent  
(Full name and address)

[ Insert name ]  
[ Address 1 ]  
[ Address 2 ]  
[ Address 3 ]  
[ Postcode ]

}  
}.....  
}  
}

**SIGNED** by the Tenant  
(Full name and address)

[ Insert tenant name ]  
[ Insert tenant name ]  
[ Address 1 ]  
[ Address 2 ]  
[ Address 3 ]  
[ Postcode ]

}  
}.....  
}.....  
}

## PRESCRIBED INFORMATION RELATING TO TENANCY DEPOSITS

The landlord or letting agent protecting this tenancy deposit must give Prescribed Information to all tenants at the property in accordance with The Housing (Tenancy Deposits) (Prescribed Information) Order 2007. They must do this within 30 days of receiving the deposit from the tenant. It informs the tenant about the deposit protection measures the landlord or letting agent has taken, the scheme contact details, and procedures that apply regarding the protection and return of the deposit. The landlord or letting agent must provide a copy of The DPS terms and conditions to the tenant with this form. This can be downloaded from [www.depositprotection.com](http://www.depositprotection.com). The DPS has provided this document by way of information only. The DPS accepts no liability for its contents. It's the Landlord(s) responsibility to ensure it is accurate and given to the tenant (or tenants) within 30 days of receipt of the deposit. They should also give the tenant the opportunity to review and sign this document.

### The Deposit Protection Service – Custodial scheme

**NOTE:** The landlord must supply the tenant with the Prescribed Information regarding any tenancy deposit required to be dealt with under the custodial tenancy deposit scheme.

To: **[ Insert tenant names ]**

#### 1 Tenancy details

(a) Amount of deposit paid.

**£ [ Insert deposit amount ]**

(b) Address of property to which the tenancy relates.

**[ Insert Address ]**  
**[ Insert Address ]**  
**[ Insert Address ]**  
**[ Insert Address ]**  
**[ Insert Postcode ]**

(c) Name, address and details of landlord(s)

Name: **[ Insert Landlord Name ]**

Address including postcode:

**[ Insert Address ]**  
**[ Insert Address ]**  
**[ Insert Address ]**  
**[ Insert Address ]**  
**[ Insert Postcode ]**

Telephone number(s): **[ Insert contact number ]**

Email address(es): **[ Insert email address ]**

#### 2 Contact details

Your deposit is protected with The Deposit Protection Service (The DPS). They are approved by the Ministry of Housing, Communities and Local Government for this purpose. Here's how you can contact them if you need to.

**The Deposit Protection Service (The DPS)**

The Pavilions  
Bridgwater Road  
Bristol  
BS99 6AA

**Telephone No. 0330 303 0030**  
**Email: contactus@depositprotection.com**  
**Online: www.depositprotection.com**

**3 How the scheme works**

Information supplied by the Scheme Administrator to the Landlord explaining the operation of the provisions contained in the statutory scheme.

**Please see attached The DPS Custodial Terms and Conditions**

**4 Deposit Repayment**

Information on the procedures applying for the release of the deposit at the end of the tenancy, including where either the Landlord or the Tenant can't be contacted.

**Please see attached The DPS Custodial Terms and Conditions**

**5 Deposit disputes**

Procedures that apply under the Scheme where the Landlord and the Tenant dispute how the deposit should be repaid, and the facilities available to resolve a dispute without recourse to litigation.

The DPS Dispute Resolution Service is a free, straightforward way of resolving deposit disputes at the end of a tenancy. The alternative option is to go through the courts, which can be costly and take a long time.

When using this service, your dispute will be reviewed by a legally-trained adjudicator. They'll review the evidence you and your tenant provide and issue a detailed decision within 28 days.

**Please see attached The DPS Custodial Terms and Conditions**

**6 Tenant Details**

(1) Name: **[ Insert tenant name ]**  
Address including postcode:

**[ Insert Address ]**  
**[ Insert Address ]**  
**[ Insert Address ]**  
**[ Insert Address ]**  
**[ Insert Postcode ]**

Telephone number(s): **[ Insert contact number ]**  
Email address(es): **[ Insert email address ]**  
Contact address to be used by The Landlord at the end of the tenancy:

.....  
.....  
.....

(2) Name: [ Insert tenant name ]

Address including postcode:

[ Insert Address ]  
[ Insert Address ]  
[ Insert Address ]  
[ Insert Address ]  
[ Insert Postcode ]

Telephone number(s): [ Insert contact number ]

Email address(es): [ Insert email address ]

Contact address to be used by The Landlord at the end of the tenancy:

.....  
.....  
.....

It's the responsibility of each tenant to advise The DPS of any changes to their contact details, including providing forwarding contact details and address at the end of the tenancy.

### 7 Details of third parties paying the deposit

If the deposit is being paid by a third party, record their details here. If additional third parties are paying the deposit, please record their details on a separate sheet and attach it to this document

(e) Name of Third Party making the payment:

Name: .....

Address including postcode:

.....  
.....  
.....

Telephone number(s): .....

Email address(es): .....

**8 Circumstances when all or part of any deposit may be retained by the landlord.**

For details of the circumstances when the landlord or letting agent may retain part or all the deposit, please refer to the following clauses of the tenancy agreement. Refer to Clause(s) **4.3** of Tenancy Agreement.

I/We (being the Landlord) certify that –

- (i) The information provided is accurate to the best of my/our knowledge and belief
- (ii) I/We have given the Tenant(s) the opportunity to sign this document by way of confirmation that the information is accurate to the best of the Tenant(s) knowledge and belief

I/We (being the Tenant) certify that –

- (i) I/We have been given the opportunity to read the information provided and
- (ii) The information provided is accurate to the best of my/our knowledge and belief

Landlord(s) Signature(s): .....

Dated: .....

Tenant(s) Signature(s): .....

Dated: .....