

This agreement is dated _____ .

(Insert this date only when all parties have signed the agreement and want it to start.)

This agreement contains the terms and obligations of the tenancy. It sets out the legally binding obligations that you (the tenant) and we (the landlord) accept as soon as the agreement is dated above.

You should read the agreement carefully. Make sure you want to agree to it all and that it contains everything you need. If you do not understand the agreement or anything in it, you should ask for an explanation before signing. Alternatively, you should consider asking for help from a solicitor, Citizen's Advice, or a Housing Advice Centre

Section A – Main terms of the tenancy agreement

This agreement is between

Us, the landlord

Name(s):

Service Address:

and you, the tenant (if there is more than one, they are jointly and separately liable)

Name(s):

Registration number: _____

Registered Address:

We will let out the property at

to you as well as any furniture, fixtures and household belongings referred to in the Inventory and Schedule of Condition.

Tenancy type

The agreement is for a non-assured tenancy.

Rent

You must pay £_____ rent in advance in total every _____.

The first payment of rent must be paid by _____.

Subsequent rent payments must be paid in advance by _____
every _____ while the tenancy lasts.

Payment must be made in cleared funds to:

Term

The agreement is for an initial fixed term of _____

starting on _____.

At the end of this time, if we have not received from you at least one calendar month's written notice expiring on the last day of the fixed term to terminate the agreement, then the tenancy will continue as a contractual periodic tenancy.

The rental period for the contractual periodic tenancy will be the same as the rental period for which rent was last payable during the tenancy's fixed term.

The contractual periodic tenancy will continue until you or we terminate the tenancy in line with clause 9.0 of the agreement.

Shared facilities

We let the property along with any contents listed in the Inventory and Schedule of Condition given to you.

You are also entitled to use and access the following shared facilities while you rent the property:

If you are allocated parking it is _____.

Utilities

Unless stated otherwise in this Agreement or an addendum to this Agreement, you are responsible for paying all electricity, gas, phone, water, communication services and council-tax bills relating to the Property that apply during the Tenancy. This includes contacting the local billing authority or the provider of any other utility to ensure they are aware that you are liable for paying these bills.

Security deposit

You must pay the deposit of £_____ in full to _____

by _____.

Right to rent

It is a condition of this tenancy that anyone living in the property must have a 'right to rent' as set out in Section 22 of the Immigration Act 2014.

Check-in fee

You will pay the check-in fee of £_____ including the reasonable costs of preparing the inventory at the commencement of the tenancy.

Our contact details

If you need to contact us, you can write to us at:

email us at:

phone us on:

If we need to contact you, we will do so at:

Your contact details

Trustee/Senior Officer - The person signing this agreement for and on behalf of the Tenant

Name:

Position:

Contact Number:

Email:

Contact Address:

Alternative Contact - The person responsible for day to day enquiries (if different to above) or a Trustee/Senior Officer

Name:

Position:

Contact Number:

Email:

Contact Address:

Note that by giving an email address here you are indicating that you are willing to have us serve notices and other documents relating to this tenancy agreement by email.

Section B - Definitions

"*Agent*" means the company or person who has been engaged by us to manage the Property on our behalf, or anyone who subsequently takes over the rights and obligations of our Agent.

"*Contents*" means anything provided by us as stated in the Inventory including but not limited to white goods, furniture, cutlery, utensils, implements, tools, equipment or the Fixtures and Fittings.

"*Emergency*" means where there is a risk to life or damage to the fabric of the Property or the Contents.

"*Fixtures and Fittings*" includes references to any fixtures, fittings, furnishings, effects, floor, ceiling or wall coverings.

"*Initial Funds*" are funds that must be paid by the dates specified to make this Agreement binding on all parties. These Initial Funds are detailed in the Tenancy Agreement and include the initial payment for Rent.

"*Inventory*" is the document drawn up by us, our Agent, or an inventory clerk, which will be given to you on or shortly after the commencement of the Tenancy. It describes the Contents of the Property as provided by us. It may include a Schedule of Condition, written report, photos or videos to record the Contents and condition of the Property or Contents. It may include meter readings.

"*Landlord*" includes anyone entitled to possession of the Property under this Agreement.

"*Occupier*" means a trustee or employee or client (and their household if applicable) of your Registered Charity who you have allowed to occupy the Property as your licensee.

"*Policy*" means any insurance policy held by us for the Property or Contents.

"*Property*" includes any part or parts of the building boundaries, fences, garden and outbuildings belonging to us unless they have been specifically excluded from this Agreement. Where the Property is part of a larger building, Property includes the common access ways and shared facilities.

"*Rental Period*" means the time between Rent due dates. For example if the Tenancy is weekly and Rent is due on a Wednesday, the Rental Period will be from Wednesday to Tuesday. If the Tenancy is monthly and Rent is due on the 10th of each month, the Rental Period will be from the 10th to the 9th of the following month.

"*Schedule of Condition*" is a summary of the condition of the Property or Contents and usually includes a description of any faults, damage or missing items.

"*Superior Lease*" sets out the promises we have made to our superior landlord. You will also be bound by these promises if you have prior knowledge of them. The superior landlord is the person who owns the interest in the Property, giving them the right to possession of the Property at the end of our lease.

"*Tenancy*" means the time between the commencement and the termination of this Agreement including any extensions or renewals that may have been granted to you by us.

"*Us*" "*our*" "*we*" means the Landlord.

"*Working Day*" does not include Saturdays, Sundays and Bank Holidays.

"*You*" "*your*" means the Tenant.

References to the singular include the plural and references to the plural include the singular.

Section C – Terms and conditions

We let the property with the contents to you for the tenancy on the letting terms in this agreement plus any addendum to it. You are permitted to allow one or more of your trustees, employees or clients (and their household if applicable) to occupy the Property as your licensee who will use the same for private residential purposes only, provided you continue to be responsible for the Rent and any charges for Utilities and other relevant suppliers as specified in this Agreement.

1.0 General terms

1.1 If there is more than one tenant, you are all jointly and separately liable for the obligations in the agreement.

1.2 Any obligation upon you under this agreement to do or not to do anything shall also require you not to permit and to use reasonable endeavours to prevent anyone in your household or any visitor to do or not to do the same thing.

1.3 If we have given you a copy of a superior lease setting out our promises to our superior landlord, you agree that you will also be bound by these promises, except for any payments we are responsible for making under the superior lease.

1.4 You must provide us with the full name (including any middle names) of any occupier of the property before the date that they intend to occupy the property. For the avoidance of doubt if the occupier changes during the tenancy this shall include the full name (including any middle names) of any new occupier.

2.0 You must:

Rent and other payments

2.1 Pay the rent on the days and in the way we have agreed.

2.2 Pay the charges for utilities and other relevant suppliers that you are responsible for under this agreement.

2.3 Pay us all reasonable losses, fees, damage costs and expenses we incur:

- in recovering from you any rent and any other money that is in arrears;
- for the service of any notice regarding your breach of any of your obligations under the agreement whether or not the notice results in court proceedings;
- for the cost of any bank or other charges if any cheque you have written is dishonoured or if any standing order or any other payment method is withdrawn by your bank;
- for the cost of repairing, decorating or cleaning the property or the contents so they are to the same standard as at the commencement of the tenancy (fair wear and tear excepted);
- as a result of any of your breaches of the agreement or in enforcing any provision of the agreement, including those about seeking possession of the property.

2.4 Pay interest at 3% above the Bank of England base rate on any rent or other money due under the agreement that is more than 14 days in arrears from the due date to the payment date.

2.5 Pay rent apportioned on a daily basis if the tenancy ends midway through a rental period.

Utilities

2.5 Inform us if you change supplier where you are responsible for paying a utility.

2.6 Not change the supplier where we are responsible for paying a utility.

2.7 Not change the utility meters for the property without our written permission (which we will not unreasonably withhold). If you do, we have the right to require you to return the meter to its original state at the end of the tenancy at your cost.

Use of the property

2.8 Take reasonable care of the property and any common parts.

2.9 Take all reasonable steps not to block or cause a blockage to the drains and pipes, gutters and channels in or on the property.

2.10 Take all reasonable precautions to prevent condensation and mould growth by keeping the property adequately ventilated and heated.

2.11 Take all reasonable precautions to prevent frost damage to any pipes or other installations in the property.

2.12 Arrange suitable contents insurance for your own belongings. We have no liability to insure anything belonging to you

2.13 Repair any damage that you have done deliberately or that was caused by the neglect or carelessness of you or anyone else living in or visiting the property. This includes repairing damage caused in this way to the property, fixtures and fittings, contents and, if it applies, to the building in which the property is located and any common parts.

If we give you written notice to repair such damage, you agree to do the work within one month of the date of the notice.

2.14 Only park in the space allocated to you in this agreement.

2.15 Not use your allocated parking space for any purpose except storing a private motor car or motor bike without our written permission.

2.16 Not to take a lodger or assign, sublet, part with or transfer to another person possession of the property, or any part of it, without our written permission. If you do (even if we have given permission), you will be legally responsible for carrying out a fully compliant 'right to rent check' as set out in Section 22 of the Immigration Act 2014 on any sub-tenants or other people living in the property.

2.17 Not use the property as anything except a private home. However, you may work at home as long as (a) you do not use the property to run a business and the homeworking is purely incidental to using the property as a private home; and (b) this use is not forbidden by the superior lease.

2.18 Not harass or act in an antisocial way to, or pursue a course of antisocial conduct against, any person in the neighbourhood. Such people include residents, visitors, us, and our agents and contractors.

In particular, you must not:

- make excessive noise;
- fail to control pets properly or allow them to foul or cause damage to other people's belongings;
- allow other occupiers or visitors to the property (including children) to cause a nuisance;
- use the property or allow it to be used for illegal or immoral purposes;
- vandalise or damage the property or any part of its common parts (if any) or the neighbourhood;
- leave rubbish and recycling in unauthorised places or at inappropriate times;
- harass, threaten or assault any other tenant, member of their household, visitors, neighbours, us, our family members, our employees, our agent, or any other person or people in the property or neighbourhood for any reason. This includes behaviour due to that person's race, colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;
- use or carry offensive weapons;
- use, sell, cultivate or supply unlawful drugs or sell alcohol; and

- store at or bring into the property any type of firearm or firearm ammunition including any replica or decommissioned firearms.

2.19 Not bring into the property any furniture, electrical equipment or other items that might be a hazard or cause damage or injury to the property or its other occupants.

2.20 Not bring into the property any dangerous or flammable goods, materials or substances apart from those needed for general household use; or store any heating fuel, paraffin, bottled gas or other gaseous fuel without our written permission.

2.21 Not smoke tobacco or any other substance in the property without our written permission. To avoid doubt, nicotine staining is not considered to be fair wear and tear.

2.22 Not bring any animals or birds into the property without our written permission. If we grant permission, we can withdraw it at any time if we have a good reason.

2.23 Not put any damaging oil, grease or other harmful or corrosive substance into the washing or sanitary appliances or drains.

2.24 Not damage any of the property's common parts.

2.25 Not obstruct the fire escape or any of the property's common parts. We or our agent may remove any obstructions.

2.26 Not allow children to play on the fire escapes or in any of the property's common parts.

2.27 Not do anything that would lead the property to require licensing by a local authority if it is not already so licensed, or that would lead to the breach of a condition of such a licence or a statutory obligation associated with it.

Leaving the property empty

2.28 Lock all the doors and windows and switch on any burglar alarm whenever you leave the property unattended.

2.29 Tell us if the property is going to be unoccupied for more than seven days in a row.

2.30 Flush through any water systems after any period when you leave the property unoccupied by running all taps and showers.

2.31 Not leave the property unoccupied for more than 28 days in any circumstances.

Condition of the property

2.32 Keep the inside of the property including its contents, fixtures and fittings in the same condition, cleanliness, repair and decoration as at the start of the tenancy (except for fair wear and tear); and do those jobs that you would reasonably be expected to do including the cleaning of any sanitary appliances, shower wastes and windows as often as necessary.

2.33 Notify us as soon as reasonably possible of any defect in the property that comes to your attention.

2.34 Replace any light bulbs, fluorescent tubes and batteries promptly and when necessary.

2.35 Keep the exterior free from rubbish and recycling and place all rubbish and recycling containers in the allocated space for collection on the collection day. Rubbish and recycling containers should be returned to their normal storage places as soon as possible after the collection.

2.36 Take proper care of any shared facilities, and clean them as appropriate after use.

2.37 Keep the garden tidy and cut any grass regularly, but you do not have to improve the garden.

2.38 Inspect any smoke or carbon-monoxide alarms in the property regularly, replacing any batteries if necessary.

2.39 Tell us as soon as possible if a fault arises in the smoke or carbon-monoxide alarms.

2.40 Not remove any of the contents from the property without our written permission (which we will not unreasonably withhold).

2.41 Not make any alteration or addition to the property or the electric, gas or plumbing system or decorate or change the style or colour of the internal or external decoration, or erect or install any aerial, satellite dish or cable television without our written permission (which we will not unreasonably withhold). Any request for adaptations, auxiliary aids or services under the Equality Act 2010 must be made in writing to us.

2.42 Not damage the property, the fixtures and fittings, the contents or the electric, gas, or plumbing system.

Letters and notices

2.43 Forward any notice, order, proposal or legal proceedings affecting the property or its boundaries to us promptly on receiving them.

2.44 Forward to us all correspondence addressed to the landlord at the property within a reasonable time.

Access to the property

2.45 Allow us, our agent or our contractors to come into the property at all reasonable hours of the day to inspect its condition, perform repairs or improvements, or perform any other obligations that we must do by law. We will give you at least 24 hours' written notice if we are going to enter the property.

2.46 Let us enter the property immediately in an emergency.

2.47 Allow possible new tenants, valuers and buyers access to the property (on at least 24 hours' written notice) during the tenancy.

Key and alarm codes

2.48 Permit us and our agent to hold a set of keys or any other security devices necessary to enter the property in an emergency.

2.49 Not change the alarm codes or door locks or have any duplicate keys cut without our written permission. If you lose your keys or other security devices needed to access the property, you are liable to meet our reasonable costs for replacement. This includes the cost of fitting any new locks that are needed.

Occupier's liability

2.50 Verify the suitability of the property for you and members of your household including any gardens, fences, ponds or outbuildings, especially regarding the safety of pets and young children.

2.51 Take reasonable steps to protect guests and other visitors (especially children) from any hazards at the property, for example ponds, swimming pools, fences and electric gates.

3.0 We agree to:

3.1 Allow you to quietly possess and enjoy the property during the tenancy without interruption from us.

3.2 Pay all assessments and outgoings regarding the property that are our responsibility.

3.3 Ensure that any gas supply and appliances we supply comply with the Gas Safety (Installation and Use) Regulations 1998 (as amended).

3.4 Ensure that any furniture and equipment we supply comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).

3.5 Keep the gas, water, electricity, room-heating and water-heating installations in good repair and proper working order.

3.6 Keep in repair all mechanical and electrical appliances that form part of the contents (unless specifically excluded), unless the fault or failure is due to your act or failure to act.

3.7 Pay the council tax, utilities, service charges and any ground rent we are responsible for as specified in this agreement or any addendum to it.

3.8 Keep the property insured against fire and other usual comprehensive risks as long as insurance cover is available on reasonable terms.

4.0 At the end of the tenancy

4.1 At the end of the tenancy you agree to:

- give up the property with full vacant possession;
- give up the property, the contents and our fixtures and fittings in as good a condition as at the start of the tenancy (apart from fair wear and tear) and free from rubbish;
- allow us or our agent to enter the property with a surveyor to perform an inspection;
- leave the contents in the same position they were in at the start of the tenancy;
- return to us all sets of keys and other security devices and pay the reasonable costs of having replacement locks or other security devices fitted if not;
- remove all personal belongings including food and other perishable items; and
- give us or our agent a forwarding address at the end of the tenancy for easy administration and communication between the parties, including easy return of the deposit.

4.2 You agree to allow us to erect a 'to let' or 'for sale' sign at the property during the tenancy's last two months.

4.3 At the end of the tenancy, you will be invited to a check-out inspection at a mutually agreed time to assess the property's condition compared to the original Inventory and Schedule of Condition. If you do not keep to this appointment, then you agree to pay us or our agent any costs incurred in arranging a second check-out appointment. If you do not keep the second appointment, any assessment of the property's condition by us or our agent will be final and binding.

4.4 It is agreed that you will pay the check-out fee of £_____ including the reasonable costs of preparing a schedule of dilapidations for any defects which are your responsibility at the end of the Tenancy.

4.5 We will remove, store, sell or otherwise get rid of any furniture or goods that you do not remove from the property at the end of the tenancy. Normally we will store your furniture or goods for at least 14 days after the tenancy ends. However, we may dispose of any perishable, harmful or unpleasant items and any items that reasonably appear to us to be waste or refuse without having to store them. We may dispose of other items that have to be stored after this 14-day period if we reasonably think they are not worth selling because they are of little or no value (taking into account the likely costs and practicalities of a sale). We will not sell or get rid of remaining items without first contacting you to notify you, or if we cannot do so after taking reasonable steps to try to contact you. You are responsible for any reasonable costs we may have because of this. Likewise, we may make reasonable charges for storage. We are entitled to take the costs for storage from any money made from selling furniture or goods.

5.0 The deposit

5.1 The deposit will be held by _____.

5.2 You will get back the deposit when this agreement ends and you leave the property, as long as you have kept to all the conditions of the agreement. If you do not do so, we may take from your deposit:

- any rent or other money due or payable by you under the agreement of which you have been made aware and which remains unpaid after the tenancy ends;
- the reasonable costs of compensating us for, or for rectifying or remedying, any breach by you of your obligations under the agreement, including those on the cleaning of the property or its fixtures and fittings and the removal or storage of any goods that you leave behind when the tenancy ends;
- any unpaid bills or charges for electricity, gas, phone, water, and communication services incurred at the property that you are responsible for under the agreement if we have incurred a loss because you have not paid;
- any damage or compensation for damage to the property or its fixtures and fittings or for missing items for which you may be liable, subject to an allowance for fair wear and tear, the age and condition of any such item at the start of the tenancy, and any insured risks and repairs that are our responsibility.

5.3 If the deposit is not enough, you must pay us the extra amount needed to cover all costs, charges and expenses properly due.

6.0 Effect of termination

6.1 Termination of this agreement ends the tenancy but does not release you from any outstanding obligations or from any obligation that you breached before termination.

7.0 Serving notices and other prescribed information

7.1 If we need to serve any notice on you, including any notice that the law tells us we must give, we will deliver it by hand or send it to you by first-class post to the property address. This means that notices are served on you once they are put through your letter box, even if you do not receive them because you have moved. If you give us another address to send notices to, any notice served at that address will be valid if it is posted by first-class post or left at that address.

7.2 You agree that we may serve on you any documents or notices in connection with this tenancy by email to the email address(es) you gave on page 3 of this agreement or as in clause 7.1 of this agreement. This includes, anything document we may be required to serve by law.

7.3 Any notices you need to serve on us can be sent by first-class post or delivered to our address at:

Alternatively you may email notices to:

7.4 Any notices sent in line with clause 7 will be treated as received:

- in the case of first-class post, two working days after service;
- in the case of email, on the next working day;
- if the notice is left at the property before 4.30pm on a working day, on the same day;
- if the notice is left at the property at any other time, on the next working day.

8.0 Ending the tenancy

8.1 To end this tenancy you must give us written notice that you intend to leave to the address, or to the email address, provided in clause 7.3.

The notice must end on the last day of the fixed term of the tenancy, or any subsequent rental period, and must be long enough to be considered valid. This means that for a tenancy where you pay the rent weekly, fortnightly or four-weekly, the notice period must be at least 28 days. If you pay the rent monthly, the notice must be at least one calendar month. To avoid doubt, notice served by one of you will end the periodic continuation of the tenancy for all of you.

8.2 We have the right to recover possession of the property by lawful means if:

- you fail to pay us rent 14 days after it is due, whether you have been asked for it or not;
- you (or any of you) become bankrupt;
- any of the grounds listed in Schedule 2 of the Housing Act 1988 apply (these include not paying rent, breaking a term of the tenancy and causing a nuisance or annoyance);
- the arrangements for us to repossess the property in section 21 of the Housing Act 1988 apply;
- the tenancy is not at that time an assured tenancy (including a shorthold) – for example, it is no longer the only or main home of the tenant or at least one of them if the tenancy is a joint tenancy.

This clause does not affect your rights under the Protection from Eviction Act 1977.

8.4 If you give us notice that you are going to leave the property before the fixed term of this agreement ends, you must pay our reasonable costs for reletting the property and continue to pay the rent in advance for each rental period until a new tenant moves in. We do not have to take back the property or the tenancy from you early unless we want to do so.

9.0 Conditions specific to a house in multiple occupation (HMO)

9.1 Where the number of permitted occupiers would mean this property is classified as a house in multiple occupation, and a licence under Part of the Housing Act 2004 is required, then _____ are responsible for applying for and securing a relevant licence, as well as ensuring that the licence conditions are met.

9.2 You, permitted occupiers, and any guests you bring to the property must not impede us, our contractors or our agent in performing the duties imposed on us by legislation or a licence condition (if one applies). To avoid doubt, this includes refusing us, our contractors or our agent access at reasonable times to perform management duties.

9.3 You must ensure that any rubbish and recyclable waste is stored and disposed of in the appropriate container as instructed by the local authority.

9.4 You must inform us if the containers that we or the local authority have provided for waste disposal are insufficient to store all the waste from the property.

9.5 You must give us any reasonable information that we, our agent or the local authority require to perform HMO management duties.

9.6 You must comply with any reasonable requests or instructions that we, our agent or the local authority make to you in performing HMO management duties.

Signed as an agreement
Between us, the landlord

Signature _____

Name of signatory _____

Date _____

And you, the tenant

Signature _____

Name _____

Position _____

Date _____