

GENERAL TENANCY AGREEMENT

For letting a residential dwelling

Important Notes for Tenants

- This tenancy agreement is a legal and binding contract and requires the payment of the rent for the entire agreed term. The agreement is not valid unless the agreement contains a break clause, or unless the agreement is signed by both the Landlord and the Tenant.
- Where there is more than one tenant, all obligations under the agreement, including repairs, can be enforced against all of the tenants jointly.
- If you are unsure of your obligations under this agreement, you should seek independent legal advice before signing.

General Notes

1. This tenancy agreement is for letting furnished or unfurnished. It is not included in the provisions of the Housing Act 1988. The type of tenancy created will depend on the intentions of the parties and the circumstances. This could be used for company lettings, residential lettings, or lettings where the annual rent exceeds £25,000 (increasing to £100,000 if the property is in London).
2. This is a legal document and should not be used without adequate advice from a solicitor, landlord and tenant. This agreement may be used for residential lettings. Agreements for tenancies of a longer duration should be drafted by a solicitor.
3. This form should not be used for granting tenancies to exist under the Rent Act 1977 or Housing Act 1980 (regulated tenancies were granted before 15th January 1989).
4. Section 11, Landlord and Tenant Act 1985 - these obligations require the landlord to repair the structure and exterior of the dwelling, and to keep in order the installations for the supply of water, gas and electricity, and to provide Property for space heating and heating water.
5. Section 196 of the Law of Property Act 1925 provides that a document is deemed to have been served if sent by registered or recorded delivery post (if the document is sent to the Tenant at the Property or the last known address of the Tenant at the Property).
6. Prospective tenants should have an adequate opportunity to consider the agreement before signing in order for this agreement to be enforceable.
7. This agreement has been drawn up after consideration of the Guidance on Unfair Terms in Tenancy Agreements.

More Information

For more information on using this tenancy agreement, please contact the 'Letting Information Point' on our website. Website address: [www.lettinginformationpoint.org.uk](#)

THIS AGREEMENT is made on the date specified below BETWEEN the Landlord &

Date INSERT THE DATE THE AGREEMENT IS BINDING (THIS C DATE OF THE TENANCY 20 YEAR

Landlord(s) INSERT FULL LANDLORD(S) NAME INCLUDING ANY MIDDLE

Landlord's Agent INSERT IF APPLICABLE

Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord

Tenant(s) INSERT FULL TENANT(S) NAME INCLUDING ANY MIDDLE N

Property The dwelling known as ENTER FULL PROPERTY ADDRESS

Contents The fixtures and fittings at the Property together with any furni Inventory

Term For the term of NUMBER OF MONTHS commencing on STAR

Rent £ INSERT RENT AMOUNT per INSERT FR

Payment in advance by equal MONTHLY / QUARTERLY / YEARLY MONTH/QUARTER/YEAR

Deposit A deposit of £ INSERT DEPOSIT AMOUNT is payable on si

Note: The statutory deposit scheme set out under the provisions of the Housing Act 2004

1. The Landlord agrees to let and the Tenant agrees to take the Property and Cont
2. The Tenant pays the Deposit as security for the performance of the Tenant's c for the reasonable costs of any breach of those obligations. It is specifically agreee payment for any rent due under this agreement. No interest shall be payable on th the Tenant as soon as possible after the conclusion of the tenancy, less any reason

The Tenant agrees with the Landlord:

3. Rent & charges

- (3.1) To pay the Rent on the days and in the manner specified to the Landlord or
- (3.2) To pay promptly to the authorities to whom they are due, council tax, water (if any) relating to the Property, where they are incurred during the period of the a date of this Agreement (even if of a novel nature) and to pay the total cost of a gas, electricity and telephone if the same is disconnected. The Tenant agrees to of the utility services stated above
- (3.3) That in the case of a breach of the terms of the tenancy by the Tenant, a addition to the costs of any remedial work, in order to compensate the Landlord o

4. Use of the Property

- (4.1) Not to assign, or sublet, part with possession of the Property, or let any oth fixed term of the tenancy the Tenant may assign or sublet with the Landlord withheld. Such consent, as a variation of the tenancy agreement to be agreed in v
- (4.2) To use the Property as a single private dwelling and not to use it or any par to do so
- (4.3) Not to receive paying guests or carry on or permit to be carried on any busin
- (4.4) Not to do or permit or suffer to be done in or on the Property any act or thin a person residing, visiting or otherwise engaged in lawful activity or the occupiers
- (4.5) Not to keep any cats or dogs at the Property and not to keep any other an may cause damage to the Property, or annoyance to neighbours) on the Propr unreasonably withheld. Such consent, if granted, to be revocable, on reasonable
- (4.6) Not to use the Property for any illegal or immoral purposes
- (4.7) Where the Landlord's interest is derived from another lease ("the Headleas restrictions in the Headlease applicable to the Property. A copy of the Headlease

5. Repairs

(5.1) Not to damage the Property and Contents or make any alteration or addition
Landlord not to be unreasonably refused

(5.2) To keep the interior of the Property and the Contents in at least as good
commencement of the tenancy, with fair wear and tear excepted and to keep the

(5.3) To immediately pay the reasonable costs reasonably incurred by the Landlord
or other contents, lost, damaged or destroyed by the Tenant or at the option of
other contents, lost, damaged or destroyed by the Tenant, and not to remove or
from the Property

(5.4) That the Landlord or any person authorised by the Landlord or his Agent may
written notice, (unless in the case of an emergency) enter the Property for the purpose
The tenant shall permit the Property to be viewed on reasonable notice (of at least
weeks of the tenancy

(5.5) To keep the gardens (if any) driveways, pathways, lawns, hedges and rockeries
the start of the tenancy and not remove any trees or plants

(5.6) To replace all broken glass in doors and windows damaged during the tenancy
Tenant, a member of the Tenant's family or their guests

(5.7) Not to alter or change or install any locks on any doors or windows in or above
any locks without the prior written consent of the Landlord, such consent not to be
set of keys for the Landlord or his agent to be met by the Tenant

(5.8) To notify the Landlord promptly of any disrepair, damage or defect in the Property
Property

(5.9) Not to affix any notice, sign, poster or other thing to the internal or external
damage

(5.10) To take all reasonable precautions to prevent damage by frost

(5.11) In order to comply with the Gas Safety Regulations, it is necessary:

- (a) that the ventilators provided for this purpose in the Property should not be
- (b) that brown or sooty build up on any gas appliance should be reported immediately

(5.12) Not to cause any blockage to the drains, pipes, sinks or baths

6. Other tenant responsibilities

(6.1) Within seven days of receipt thereof to send to the Landlord all correspondence
Property and any notice order or proposal relating to the Property (or any building
issued under or by virtue of any statute, regulation, order, direction or bye-law by

(6.2) To pay the Landlord fully for any reasonable costs or damage suffered by the
agreements on the part of the Tenant in this Agreement

(6.3) Within the last two months of the tenancy to permit the Landlord or any person
Agent at reasonable hours in daytime to enter and view the Property with prospective
Tenant a reasonable period of notice

(6.4) That where the Property is left unoccupied, without prior notice in writing to
Tenant has failed to pay rent for that period, and has shown no intention to
surrender of the tenancy. This means that the Landlord may take over the Property

7. End of tenancy

(7.1) To return the Property and Contents at the end of the tenancy in the same
commencement of the tenancy

(7.2) To leave the Contents at the end of the tenancy in approximately the same
commencement of the tenancy

8. The Landlord agrees with the Tenant that:

(8.1) The Landlord shall permit the Tenant to have quiet enjoyment of the Property
however this does not preclude the Landlord from taking action through the courts
breach of the Tenancy Agreement

(8.2) In the event that the Property is rendered uninhabitable by fire, flood or any other
where the damage has been caused by the act or omission of the Tenant, his tenancy
agreement as frustrated and terminated subject to the right of the tenant to request
termination.

9. Subject to the condition that a Landlord must obtain a court order for possession if the Tenant does not:

- (a) pay the rent (or any part of it) within 14 days of the date on which it is due;
- (b) comply with the obligations set out in the agreement,

then the Landlord may re-enter the Property and end the tenancy.

This right must be exercised in the correct way through the Courts and in possession of the Property

10. The Landlord agrees to carry out any repairing obligations as required by section 11.

11. In this Agreement unless the context otherwise requires the following expressions

"The Landlord" includes the persons who during the period of the tenancy have a legal

"The Tenant" includes those who might inherit the tenancy. Whenever there is more than one Tenant, the obligations shall be enforced against all of the Tenants jointly and against each individually. This may be held responsible for the full rent and other obligations under the agreement in

12. The parties agree:

Before the Landlord can end this tenancy, he shall serve notice(s) on the Tenant. Such notice shall be served at the last known address of the tenant in accordance with section 196 of the Law of Property Act 1925.

13. The Property is let together with the special conditions (if any) listed in the First Schedule.

THE FIRST SCHEDULE *(attach a separate sheet if necessary)*

Special conditions:

SIGNED by the LANDLORD(S) :-
(or the Landlord's Agent)

.....

In the presence of

Name
Address
.....
Occupation
Witness Signature

SIGNED by the TENANT(S) :-

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

In the presence of

Name
Address
.....
Occupation
Witness Signature