

Sample Agreement – Illustration Purposes Only

AGREEMENT

For letting **furnished** dwellinghouse on an assured
Shorthold tenancy under Part I of the Housing Act 1988
As amended by Chapter II to Part III of the Housing Act 1996

DATE: **Date lease starts**

PARTIES: LANDLORD
Landlord's name & address
(Hereinafter referred to as the Landlord)

TENANT
1st Tenant's name & address
2nd Tenant's name & address
(Hereinafter referred to as the Tenant(s))

PROPERTY: **Address of property being let**

TERM: A term certain of **length of lease** from **start date** to **end date**..

RENT: **Amount of rent per month** (subject nevertheless as hereinafter
provided) for every month of the term.

PAYABLE Monthly in advance by equal payments. First payment of **Amount of
rent per month** to be made on the date of entry, namely **start date** and
thereafter every calendar month.

1 The Landlord lets and the Tenant takes the Property for the Term at the Rent payable as
above

THIS Agreement is intended to create an assured shorthold tenancy as defined in Section 20 of
the Housing Act 1988 as amended and the provisions for recovery of possession by the Landlord
in Section 21 thereof apply accordingly subject also to the provision of the Housing Act 1996.

WHERE the context admits -

- a) "The Landlord" includes the persons for the time being entitled in reversion expectant on the tenancy
- b) "The Tenant" includes the persons deriving title under the Tenant
- c) References to the Property include references to any part or parts of the Property and to the Fixtures Furniture and effects or any of them.

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The Tenant hereby agrees with the Landlord as follows:

- a) to pay the said rent at the times and in the manner aforesaid
 - b) to pay all rates taxes and all other out goings whatsoever payable in respect of the Property including charges for gas, electric current, and all charges in respect of telephone apparatus on the premises (for the avoidance of doubt such payment will be due in relation to amounts attributable to standing charges, annual rates or levies or the like and to VAT as well as to actual consumption)
 - c) not damage or injure the Property or make any alteration in or addition to it
 - d) that if the rent is inclusive of council tax and/or water rates, then in the event of there being any increase in the same, the Landlord may increase the rent by an equivalent amount
 - e) that the Landlord may retain a set of keys for the Property
 - f) to preserve the Fixtures, Furniture and Effects from being destroyed or damaged and not remove any of them from the Property
 - g) to yield up the Property at the end of the tenancy in the same clean state and condition as it was in the beginning of the tenancy and make good pay for the repair of or replace all such items of the Fixtures, Furniture and Effects as shall be broken, lost, damaged, or destroyed during the tenancy (reasonable wear and tear and damage by fire storm or tempest excepted)
 - h) to leave the furniture and effects at the end of the tenancy in the rooms or places in which they were at the beginning of the tenancy
 - i) to permit the landlord or the Landlord's agents at reasonable hours in the daytime to enter the Property to view the state and condition thereof
 - j) not to assign sublet or otherwise part with possession of the property without the prior written consent of the Landlord but so that it is hereby agreed that if the Landlord consents to an assignment of the Property such consent may be given subject to the condition that the Tenant will enter into an authorised guarantee agreement with the meaning of the Landlord and Tenant (Covenants) Act 1995
 - k) not carry on the Property any profession trade or business or let apartments or receive paying guests on the Property or place or exhibit any notice board or notice on the Property or use the Property for any other purpose than that of a strictly private residence.
 - l) not to do or permit or suffer to be done on the Property any act or thing which shall or may be an annoyance or a nuisance to the Landlord or the occupiers of any adjoining property or which may affect any insurance of the Property against fire or otherwise or increase the ordinary premium for such insurance
 - m) permit the Landlord or the Landlord's agents at reasonable hours in the daytime within the last 2 months of the tenancy to enter and view the Property with prospective tenants.
 - n) to pay all costs and expenses (including solicitor's costs) incidental to the preparation and service of any Notice or Notice Requiring Possession to Quit hereunder and any other costs incurred by the Landlord in taking any action for possession of the Property by reason of the Tenant's breach of covenant notwithstanding that possession may be avoided otherwise than by relief granted by the court
- PROVIDED that if the Rent or any instalment or part thereof shall be in arrears for at least fourteen days after the same shall have become due (whether legally demanded or not) or if there shall be a breach of any of the agreements by the Tenant the Landlord may re-enter on the Property (subject always to any statutory restrictions on his power so to do) and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord.
- o) not to withhold payment of any instalment of rent or any other monies payable under this Agreement on the ground that the Landlord has the deposit monies in his possession or on the ground that the Landlord is or may be in breach of his obligations to the Tenant whether under the terms of this Agreement or imposed by statute or otherwise.
 - p) the Tenancy includes the Landlord's fixtures and fittings, furniture and effects as specified in the attached inventory

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The Landlord hereby agrees with the Tenant as follows:

- a) to pay and indemnify the Tenant against all assessments and outgoings in respect of the Property (except charges for the supply of gas or electric light and power or the use of any telephone) to keep the outside of the Property and the roof chimneys drains main walls and main timbers in good repair and condition during the tenancy
- b) that the Tenant paying the said rent and observing and performing all his obligations under this agreement may quietly possess and enjoy the Property during the tenancy without any lawful interruption by the Landlord or any person rightfully claiming through or under or in trust for the Landlord
- c) to return to the Tenant any rent payable for any period while the Property is rendered uninhabitable by fire the amount in case of dispute to be settled by arbitration.

THIS Agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 if applicable to the tenancy

When the Landlord or the Tenant for the time being is two or more persons then obligations expressed or implied to be made by that party are deemed to be made by or with such persons jointly and severally.

In addition to the Tenant's obligations in Clause 4 the Tenant will:

- a) make good forthwith any damage or injury caused to the Property caused as a result of the actions of the tenant and in particular to replace immediately any broken glass
- b) keep the property clean and tidy and in a good state of internal repair.
- c) not to paint or decorate the Property in different colours or patterns than as at the date of this Agreement
- d) not do anything which may vitiate any insurance of the Property and in particular not to store or bring onto the Property any article substance or liquid of a specially combustible or explosive nature
- e) not use or allow the Property to be used for the taking, smoking or inhaling of drugs or other substances or any dealings therein unless prescribed by a doctor
- f) take all such precautions as ought reasonably to be taken with a view to avoiding any drains being blocked or water overflowing and likewise with a view to protecting the Property against intruders this includes using the burglar alarm at all times when the property is empty even if it is only for a very short period of time and making use of all available locks
- g) not to share occupation of the Property with any other person or persons except other tenants of the Property
- h) not to make or allow any noise between the hours 11pm and 8 am which shall be audible outside the Property
- i) not bring or keep animals at the Property
- j) to Indemnify the Landlord against all losses damages expenses claims and liabilities incurred by the Landlord and arising directly or indirectly as a result of non-compliance with or non performance of the provisions of this Agreement by the Tenant
- k) to pay interest on late Rent as the rate of 4% above Lloyds Bank PLC Base Rate calculated from the date was due to the date of actual payment
- l) to notify the Landlord as quickly as is reasonably practicable about any Notice or Order received by the Tenant from any competent authority or service or supply company in relation to the Property and to take all reasonable steps to comply with such Notice or Order except where the compliance with such Notice or Order is the responsibility of the Landlord
- m) to not transfer the telephone number of the Property to another address
- n) to allow the Landlord or the Landlord's agent and Contractors to carry out maintenance and repair works which are the Landlord's responsibility
- o) to return to the Landlord all keys to the Property upon the termination of this Agreement.

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If at any time the rent (or any part) is unpaid for 14 days after becoming due (whether or not formally demanded) or if any agreement or obligation on the Tenant's part is not complied with, or if any of the circumstances mentioned in Grounds 8, 10, or 11 to 15 of Part II of Schedule 2 to the Housing Act 1988 (as amended) shall arise, then the Landlord may re-enter the Premises and the tenancy shall be determined. This is to be without prejudice to any right of action the Landlord may have in respect of the Tenant's obligations under this Agreement. This right of re-entry is not to be exercised by the Landlord without a court order when required by the Protection from Eviction Act 1977 (as amended), the Housing Act 1988 (as amended) or other statutory restriction.

The Tenant shall on signing hereof pay the Landlord the sum of **<£Deposit>** by way of a deposit to set against the cost of any damage to the Property or outstanding sums including unpaid rent and utility bills during the Tenants occupation the balance being returnable to the tenant on leaving the property without interest.

The Landlords address for service of documents pursuant to Section 48 of the Landlord and Tenant Act 1987 shall be the address given in the clause headed "Parties" above
This Agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985 if applicable to the tenancy

IN WITNESS whereof the parties hereto have hereunto set their hands the day and year first before written

SIGNED

Landlord.....

Date.....

Witnessed by:.....

Print name:.....

Occupation:.....

Address:.....

Date

SIGNED

Tenant.....

Date.....

Witnessed by:.....

Print name:.....

Occupation:.....

Address:.....

Date