

This is a form of legal document and is not produced or drafted for use, without technical assistance, by persons unfamiliar with the law of landlord and tenant.

**If either party does not understand this agreement or anything in it, he or she is strongly advised to ask an independent person for an explanation. Such an explanation might be given by a solicitor, a Citizens Advice Bureau or a Housing Advice Centre.**

**This will be an assured shorthold tenancy unless it falls within any paragraph in Schedule 2A of the Housing Act 1988**

Note that any assured tenancy (including a statutory periodic tenancy) commencing on or after 28<sup>th</sup> February 1997 will be an assured shorthold tenancy unless it falls within any paragraph in Schedule 2A of the Housing Act 1988.

This form should not be used for granting a tenancy to a person who is already a protected or statutory tenant or a protected occupier: see Housing Act 1988.

**TENANCY AGREEMENT**  
for letting a furnished dwelling-house  
on an assured shorthold tenancy  
under Part 1 of the Housing Act 1988

**DATE:** .....

**PARTIES:**

1. The Landlord .....
2. The Tenant .....

**PROPERTY:**

The dwelling house at .....

Together with the Fixtures, Furniture and Effects in the Property listed in the Inventory signed by the parties

**TERM:** A fixed term from ..... to .....

**RENT:** Rent payable is £..... per CALENDAR MONTH

**PAYABLE:** in advance (and see below) by equal MONTHLY payments on the ..... day of EACH SUBSEQUENT CALENDER MONTH

NO	DATE	AMOUNT	NO	DATE	AMOUNT	NO	DATE	AMOUNT
1			5			9		
2			6			10		
3			7			11		
4			8			12		

## PAYMENT OF FIRST MONTH'S RENT

The Tenant shall pay first calendar month rent of £....., one calendar month prior to tenancy agreement commencement date on .....

*In the situation the tenancy commencement date is less than one calendar month from the date of this tenancy agreement, the tenant shall pay the first calendar month rent of £ ....., on signing tenancy agreement on .....*

## TENANCY DEPOSIT

The Tenant shall pay the tenancy deposit of £....., on signing tenancy agreement ....., in accordance with clause 5 of this Agreement.

*In the situation the tenancy commencement date is less than one calendar month from the date of this tenancy agreement, the tenant shall pay the tenancy deposit of £ ....., on signing tenancy agreement on .....*

1. **THE** Landlord lets the Property to the Tenant for the Term at the Rent payable as set out above.
2. **THIS** Agreement creates an assured shorthold tenancy within Part 1 Chapter II of the Housing act 1988. This means that when the Term expires the Landlord can recover possession from the Tenant as set out in Section 21 of the Act unless the Landlord gives the Tenant a notice under paragraph 2 of Schedule 2A to that Act stating that the tenancy is no longer an assured shorthold tenancy.
3. **IF** the Property burns down or the Tenant cannot live in it because of fire damage, the Rent will cease to be payable until the Property is rebuilt or repaired so that the Tenant can live there again. Any dispute about whether this clause applies must be submitted to arbitration under Part 1 of the Arbitration Act 1996 if both parties agree to that in writing after the dispute has arisen.
4. **THE** Tenant agrees with the Landlord:
  - (1) The Landlord or its Agent will not charge for the completion of any new lease in respect of the document preparation, including registering deposits, coordinating and obtaining the required documents, checking supporting documents provided, checking application form, checking guarantor details, assessing credit worthiness, assessing current and previous landlords, providing information to Landlord, dealing with Tenants queries, verifying appropriate payments by Tenants, coordinating and updating third parties, preparation, checking of the tenancy agreement, meeting, presenting, obtaining signatures and providing a copy immediately prior to the completion of any new lease and to be paid in total to the landlord or agent as one payment.

The Landlord reserves the right to conduct checks as he sees fit and necessary and such checks are dependent on the Tenants' circumstances and information provided

- (2) To pay the Rent as set out above in advance by way of one standing order or one direct bank transfer. In the event that the Tenant fails to pay the rent by way of one standing order or one direct bank transfer and pays the rent by any other method, the Tenant shall also be responsible for the Landlord's reasonable costs of accommodating that alternative method of payment.

- (3) The tenancy deposit for the property to be paid in total to the landlord as one payment. The Deposit or the balance of it, shall be returned to the registered Lead Tenant's bank account by bank transfer or by cheque. The Deposit or the balance of it shall not be returned to individual tenants.
- (4) If at any time the Rent or part of the Rent is unpaid at the due date, interest shall be charged.
- (5) Not to exercise any right or claim to withhold rent or in respect of legal or equitable set-off.
- (6) To pay interest on any payment due under this Agreement that is not paid within 14 days after it is due, whether formally demanded or not. Interest must be paid from the date on which the payment is due to the date it is actually paid, whether before or after judgment, at the rate of 3% above the base lending rate of the Bank of England.
- (7) (a) To pay the Council Tax and all other rates, taxes, assessments, duties, charges, impositions and outgoings that are charged, assessed or imposed upon or in respect of the Property during the Term.
- (b) To pay to the Landlord the amount of any council tax or other rates, taxes, assessments, duties, charges, impositions and outgoings which are charged, assessed or imposed while the tenancy continues which the Landlord may become obliged to pay under any legislation or regulations for any part of the period of the tenancy because the Tenant ceased to live at the Property.
- (8) To pay for all gas, electricity, water and sewerage services supplied to the Property during the tenancy and to pay all charges for the use of any telephone at the Property during the tenancy. Where necessary, the sums demanded by the service provider will be apportioned according to the duration of the tenancy. The sums covered by this clause include standing charges or other similar charges and VAT as well as charges for actual consumption.
- (9) Subject to clause 8, to keep the drains, gutters and pipes of the Property clear. This means that if the tenancy is of a dwelling-house for a term of less than seven years and section 11 of the Landlord and Tenant Act 1985 (referred to in clause 8 below) applies, the Landlord has to do any clearance work required in order to keep the drains, gutters, shower tray and pipes in repair.

However, the Landlord is not required to *clear out blockages caused by hair, personal hygiene products, unsuitable paper, or excess waste food.*

- (10) To keep the interior of the Property, the internal decorations and the Fixtures, Furniture and Effects in good repair and condition (except for damage caused by accidental fire and except for anything which the Landlord is liable to repair under this Agreement or by law) and to replace if necessary any items of the Fixtures, Furniture and Effects including light bulbs and fuses which have been damaged or destroyed.

This clause does not oblige the Tenant to put the Property into better repair than it was in at the beginning of the tenancy.

- (11) To clean the interior side of internal and external glass in any windows, doors and panels as often as is reasonably required
- (12) To allow the Landlord or anyone with the Landlord's written authority to enter the Property at reasonable times of the day to inspect its condition and state of repair if the Landlord has given 24 hours' written notice beforehand.

- (13) To use the Property as a private dwelling-house only for the sole occupation of the persons named as Tenants in this Agreement. This means the Tenant must not carry on any profession, trade or business at the Property and must not allow anyone else to do so.
- (14) Not to alter or add to the Property or do or allow anyone else to do anything on the Property which the Tenant might reasonably foresee would increase the risk of fire.
- (15) Not to do or allow anyone else to do anything on the Property which may be a nuisance to or cause damage or annoyance to the tenants or occupiers of any adjoining premises. *Specifically, but not exclusively not to do or allow anything to be done on the Property which could encourage any form of insect or vermin infestation.*
- (16) Not to use the property for any illegal or immoral purpose.
- (17) The procedure to be followed in respect of renewals and assignments shall be as follows. Before any renewal/extension/deed of assignment documents can be drawn up and considered, the Tenant is required to complete a tenancy application, provide the required documentation and pay the renewal or Deed of Assignment fee (see below) in order for the Landlord / Agent to prepare the tenancy agreement/deed of assignment.

For the avoidance of doubt, the Landlord has absolute discretion and is subject to application requirements in deciding whether or not enter into a renewed or extended tenancy agreement or deed of assignment

- (a) During the first three months of the tenancy not to assign or sublet the Property and not to part with possession of it in any other way.
- (b) Thereafter not to assign, sublet or part with possession of the Property in any way without the written consent of the Landlord, that consent not to be unreasonably withheld and to pay to the Landlord the Landlord's reasonable costs of consenting to each assignment including the approval of or preparation of any appropriate documentation which at the date of signing of this Agreement it is agreed to be £50

The 'Deed of assignment' (DOA) charge includes time spent on queries regarding the assignment, explanations and documentation. Preparing and checking the deed of assignment, time spent on co coordinating and arranging the signing meeting convenient to all parties, obtaining signatures on the DOA and providing a copy immediately prior to the completion of the assignment. The charge also covers, if applicable, the time spent on preparing, coordinating, instructing the check in and check out, coordinating and arranging the check in and check out meeting convenient to all parties, costs of check in and out, addressing matters raised at the checkout and check in, time spent on dealing with queries from the outgoing tenant and 'replacement tenant', checking and obtaining confirmation from remaining tenant of any liabilities outstanding by the 'outgoing tenant' and changing database records, checking, preparing final rent accounts and dealing with queries, transferring any remaining deposits and time spent on checking and changing deposit registration details. The deed of assignment costs are payable immediately on or prior to the completion of any deed of assignment

The outgoing Tenant to inform the Agent/Landlord in writing about the intended assignment as soon as possible at least ten working days prior to the date of assignment

The outgoing Tenant is responsible for advertising, conducting viewings and finding a suitable replacement Tenant, providing details to the Landlord/Agent for application processing and the Replacement Tenant is to complete the tenancy application procedure with the Landlord/Agent and obtain such approval.

The outgoing Tenant and replacement Tenant to sign the deed of assignment at least five working days prior to the date of the assignment

The outgoing Tenant to inform agent/landlord at least three working days prior to the checkout date and set a date and time for the check out in order to prepare the checkout documentation

The replacement Tenant to inform agent/landlord at least three working days prior to the check in date and set a date and time for the check in, in order to prepare the check in documentation

- (18) Not to change the locks or security codes without the prior written consent of the Landlord and to supply the Landlord with a set of keys or the new code immediately upon replacement. *In the event of the Tenant failing to comply with this covenant, it shall be reasonable for the Landlord to undertake whatever work is reasonably necessary and the reasonable costs of the Landlord (which at the date of signing of this Agreement are agreed to be in the sum of £45.00 per hour) plus any other costs incurred by the Landlord including Locksmiths' charges and/or charges of a Burglar Alarm Company which shall become immediately payable to the Landlord and in default of payment the Landlord may take action to recover the said debt.*
- (19) To report immediately to the Landlord if keys or security codes or devices are lost or compromised during the term and to take immediate steps to provide new keys and/or new security codes or devices supplying the Landlord with a set of keys or the new code or device immediately upon replacement. *In the event of the Tenant failing to comply with this covenant, it shall be reasonable for the Landlord to undertake whatever work is necessary and the reasonable costs of the Landlord (which at the date of signing of this Agreement are agreed to be in the sum of £45.00 per hour) and any other costs incurred by the Landlord including Locksmiths' charges and/or charges of a Burglar Alarm Company which shall become immediately payable to the Landlord and in default of payment the Landlord may take action to recover the said debt.*
- (20) To give the Landlord any notices including those given under the Party Wall etc. Act 1996 within seven days of receiving it and not to do anything as a result of the notice unless required to do so by the Landlord.
- (21) At the end of the Term or earlier if the tenancy comes to an end more quickly to deliver the Property up to the Landlord in the condition it should be in if the Tenant has performed the Tenant's obligations under this Agreement *and in the event of the Tenant vacating the property and leaving any personal possessions therein after vacation, the Tenant will be deemed to have abandoned those possessions and will pay to the Landlord the reasonable costs incurred by the Landlord or removing and disposing of those possessions.*
- (22) Not to remove any of the Fixtures, Furniture and Effects from the Property and to leave the Furniture and Effects at the end of the tenancy where they were at the beginning.
- (23) The Tenant must not bring any additional furniture into the Property without the written consent of the Landlord which may not be unreasonably withheld or delayed but it shall be a condition of any consents that:
- (a) Any such furniture will, if required to do so, comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended); and
  - (b) The Tenant agrees to be responsible for all losses and costs incurred by the Landlord directly as a result of the introduction of the said furniture to the Property.

- (24) If the Property is to be left unoccupied for more than 48 hours the Tenant must at his own expense take all reasonable steps that are necessary or prescribed by the Landlord to protect the water and central heating systems in the Property from damage by frost.
- (25) If the Property is to be left unoccupied for more than three weeks the Tenant must notify the Landlord that the property is to be unoccupied and take such steps as appropriate and necessary. The Landlord may also reasonably prescribe other requirements as may be necessary
- (26) The Tenant is required to regularly clean, descale and disinfect all showerheads in the Property. If the water system is not used for more than 7 days, the Tenant shall ensure that any stagnant water is flushed out of the system prior to using the water. The Tenant shall also ensure that when using any hot water tank, the temperature level is set to at least 60°C. If appropriate, any cold water temperature levels should be set to ensure that they are below 20°C.
- (27) During the entire term of the tenancy to allow the Landlord or the Landlord's agents to enter and view the Property with prospective tenants at reasonable times of the day, if the Landlord has given 24 hours' written notice beforehand.
- (28) That the Property is for the sole occupation of:
- Name of Tenant(s) .....
- (29) To permit the Landlord upon giving of 24 hours written notice beforehand or any other person authorised by the Landlord to inspect the Landlord's furniture and effects therein (if any) and carry out any works of maintenance or repair to the Premises or elsewhere which the Landlord or Agent may consider and the landlord anticipates that inspections will take place on a monthly basis
- (30) Not to affix anything to the walls, windows, doors, ceilings, that may discolour the paintwork or wallpaper. Not to drill or hammer holes into the internal or external walls windows, doors, ceilings without permission of the Landlord or Agent.
- In the event of such items are affixed the Tenant agrees to remedying immediately and not at the end of tenancy and shall be responsible for the Landlord's reasonable costs of remedying, cleaning, making good, materials, redecorating and which shall become immediately payable to the Landlord by the Tenant and in default of payment the Landlord may take action to recover the said debt.
- (31) Not to install any internet, satellite or cable facility without the prior written permission of the agent or Landlord.
- (32) To keep the Property in a clean and tidy condition throughout the term of the tenancy.

For the avoidance of any doubt, the Tenant is also required, as part of acting in a 'tenant like manner', to; Unblock sinks, toilets, and drains, Change light bulbs and fuses, keep both the interior and exterior clean, including windows, maintain level boiler pressure by re-pressurising when necessary, bleed radiators, change batteries in smoke and carbon monoxide detectors, carry out general garden maintenance, such as mowing the lawn and sweeping up leaves, keep windows free from condensation, ensure that the property is kept free from pests

At the termination of the tenancy or any subsequent periodic tenancy the Property is to be thoroughly cleaned throughout to a professional standard and all carpets cleaned to a professional standard. Cleaning to a professional standard will include



cleaning the property and as appropriate, skirting boards, floors, doors, internal sides of windows, cooker, oven, fridge freezer, washing machine, wood fittings, sanitary ware, taps, handles, walls, all carpets, furniture, bed frames, mattresses, sofa, desks, chairs, wardrobes, dining tables, dining chairs, fridge freezer, cooker oven, washer dryer, linen, counterpanes, curtains and blinds included in the letting and to reinstate the Property to the same standard as provided at the commencement of the Agreement.

- (33) If the Tenant, having been provided with 5 days written notice that the Property is not clean and tidy throughout, does not clean the Property within 5 days (including any garden area).
- (34) Prior to the commencement of the Agreement, an inventory will be prepared to provide a detailed schedule of the contents and the condition of the Property. The inventory is an important document which records the contents and condition at the commencement and end of the tenancy. The Landlord shall meet the cost of the Inventory and Schedule of Condition.

When the Tenant moves in to the Property an inventory clerk will attend the Property, carry out a check in and hand over the keys.

When the Tenant moves out of the property an inventory clerk will meet at the Property, carry out a check out, take readings of all utility meters and take possession of the keys.

At the agreed check out time, the Tenants' possessions should be cleared out of the Property and appropriate cleaning to be completed and ready for inspection in order to conduct the check out by the inventory clerk. If the inventory clerk is not able to carry out the check out at the agreed time due to tenants not being ready the Tenant will remain liable for the clerk's additional charges and the cost to be deducted from the Deposit

If the Tenant is not present at the Check in and check out the inventory clerk will sign the Inventory and Schedule of Condition on the Tenants behalf. It will not be possible to subsequently amend the document in any way other than with the agreement of the inventory clerk and costs of changing the inventory by the clerk shall be paid by the Tenants.

For the avoidance of doubt the check out must be on or prior to the last day of the tenancy.

- (35) Pets shall not be allowed without prior written consent of the Landlord.
- (36) All closing account receipts for gas, electricity, water rates and telephone to be handed over to the Landlord or Agent at the end of the tenancy for confirmation of payment.
- (37) The Landlord shall not be responsible to the Tenant or anyone at the Property expressly or by implication with the Tenant's authority for any accident, happening or injury suffered or damage to or loss of any chattel or property sustained on the Property.
- (38) The Landlord is not responsible for the cost of rent or re-housing the Tenant in the extreme case of damage to the Property. It is the Tenant's sole responsibility to cover any cost of renting or moving that he/she may have to pay if unable to live in the Property for any reason during the Term of the Agreement.
- (39) In the event that any essential repairs are needed to the Property (such as to the roof, plumbing or electricity), the Tenant must contact the Landlord or Agent in order to

obtain written agreement from the Landlord to pay for the cost of repairs. Failure to do so will result in any costs or expenditure concerning repairs or essential works to the Property being the sole responsibility of the Tenant.

- (40) Not to permit or suffer to be done to the Premises or any part thereof anything which may render void or voidable any policy of insurance on the Premises or to the said fixtures, fittings, effects, décor and furniture (as applicable) or which may cause the ordinary premium of any such policy to be increased.
- (41) Where the Tenant is more than one person, the covenants in the Agreement are joint and several. This means that each individual person is responsible for full compliance with the Agreement by all of the other individuals. The Landlord can choose to take action against any one or more of the persons defined as 'the Tenant' to recover any losses or expenses incurred under this Agreement regardless of whether or not the individual or individuals against whom action is taken caused that loss or expense.
- (42) The Tenant is responsible for the maintenance and upkeep of any garden area relating to the Property
- (43) Not to smoke inside, near to or on any part of the Property including any garden area, patio or driveway or outside area that forms part of the Property or to permit others to smoke
- (44) In addition to corresponding by fax and by letter, the Landlord and the Tenant may communicate by email and / or by text message (SMS). For the avoidance of doubt, Paragraph 9 of this Agreement deals with service of notices
- (45) The tenant must not park or keep any motor car, wheeled vehicle or other form of transport on the garden or allow anyone under his control to do so at any time whatsoever. The Tenant may park or keep any motor car, wheeled vehicle or other form of transport on the allocated hard standing
- (46) At the end of a tenancy it is important to cancel the standing order for payments of rent. This is the responsibility of the Tenant.
- (47) During the tenancy it may be necessary to arrange Gas, Electrical, other Safety inspections, repairs and maintenance. The Tenant will be required be present at the Property to facilitate access.
- (48) The Tenant shall test any smoke alarms and carbon monoxide alarms on a weekly basis and report any defects to the Landlord and or its Agent immediately. The Tenant agrees not to remove, dislocate or disable any smoke alarm or carbon monoxide alarms or any bases, covers, fittings or cables connected to them.
- (49) As and when required, the Tenant agrees that the Landlord and Agent may provide individual details of the Tenant to appropriate third parties including all utility companies, local authorities and trades people.
- (50) not to store or place any bicycles or any similar item in the Property, common area hall way or to obstruct the internal or external doors in any way.
- (51) To use extractor fans as appropriate as and when bathrooms and kitchens are operated. The tenant must open and close windows regularly and when appropriate/required in order to minimise forming of any condensation and mould. Any damage caused to the property failing to ventilate the property adequately will be the responsibility of the tenant, which shall become immediately payable to the Landlord/agent and in default of payment the Landlord may take action to recover the said debt.



- (52) By signing this Agreement, I confirm that I have read and understand the fair processing notice (and a link to the Notice is also provided where this Agreement is concluded by email).

[https://www.kingstonlettings.com/js/plugins/filemanager/files/fair\\_processing\\_notice\\_2018.pdf](https://www.kingstonlettings.com/js/plugins/filemanager/files/fair_processing_notice_2018.pdf)

- (53) The landlord or agent will only enter into this tenancy agreement on condition that the tenant has provided documentary evidence of right to rent prior to the tenant check in, key collection and before moving into the Property

For the avoidance of doubt, should the tenant not provide documentary evidence of right to rent, the Landlord or agent shall not provide keys and the tenant shall not be able to access the property

## **5. THE DEPOSIT**

- (1) The Tenant must pay the sum of £.....pounds per property ('the Deposit') to the Landlord to be protected as security towards the discharge or part discharge of the liability referred to in clause (3) below and subject thereto on trust for the Tenant absolutely.

(2) Tenancy Deposit Protection Scheme

- (a) The Deposit shall be held on the terms of the Scheme operated by My Deposits – the trading name of mydeposits.co.uk whose Registered Office is at 1st Floor, Premiere House, Elstree Way, Borehamwood, Hertfordshire, WD6 1JH, [www.mydeposits.co.uk](http://www.mydeposits.co.uk), telephone 0333 321 9451 - a deposit scheme established pursuant to the Housing Act 2004 Section 212 ('the Scheme')
- (b) The Landlord shall comply promptly with his obligations under the Scheme.
- (c) The Landlord will not change the Scheme to another Scheme without the prior written consent of the Tenant.

(3) Sums that may be retained

The following sums may be paid out of the Deposit to the Landlord in accordance with the terms of the Scheme :

- (a) Any rent or other payments due from the Tenant to the Landlord;
- (b) The sum the Landlord expends or incurs in remedying any failure by the Tenant to comply with his obligations under this Agreement;
- (c) After the end of the term, any sum owing to the Landlord equivalent to rent in respect of any period of unauthorised occupation by the Tenant or anyone under his control; and
- (d) Any interest due under this agreement on any of the above at the rate specified herein from the date the payment is due to the date it is deducted from the Deposit.

(4) Restoration of the Deposit

If the Deposit or part of it is applied as authorised above and in accordance with the terms of the Scheme, the Tenant must at the Landlord's written request, pay the Landlord a further sum to restore the agreed amount stated in paragraph (1) hereof

and the Landlord shall comply promptly with his obligations under the Scheme in relation to the further sum.

(5) Refund of the Deposit

Subject to the provisions of Clause (4) above, the Deposit or the balance of it, must be returned to the Tenant after the end of the Term in accordance with the provisions of the Scheme but any interest earned on the Deposit may be retained by the Landlord.

The Deposit or the balance of it, shall be returned to the registered Lead Tenant's bank account by bank transfer or by cheque. The Deposit or the balance of it shall not be returned to individual tenants.

**6. BREACH OF AGREEMENT:**

If the Tenant:

- (1) Is at least fourteen days late in paying the Rent or any part of it, whether or not the rent has been formally demanded, or
- (2) Has broken any of the terms of this Agreement; or
- (3) The grounds for possession under the Housing Act 1988 Schedule 2 Part I Ground 8 or any of the Grounds in Part II of that Schedule, other than Grounds 9 or 16 apply; or
- (4) The Tenant becomes bankrupt, has an administration order made in respect of his assets, has a receiver appointed, makes an arrangement for the benefit of his creditors, or has any distress or execution levied on his goods; *then, subject to any statutory provisions, the Landlord may recover possession of the Property and the tenancy will come to an end. Any other rights or remedies the Landlord may have will remain in force.*

**(Note:** The Landlord cannot recover possession without an order of the Court under the Housing Act 1988. Except in certain cases set out in the act of substantial arrears of rent, the Court has discretion whether or not to make an order and is likely to take account of whether unpaid rent has later been paid or a breach of the terms of the tenancy has been made good.

**Note:** This clause does not affect any rights under the Protection from Eviction Act 1977).

**7. The Landlord agrees with the Tenant:**

- (1) That the Tenant has the right to possess and enjoy the Property during the tenancy without any interruption from the Landlord or any person claiming through or in trust for the Landlord; but:
  - (a) this clause does not limit any of the rights under this Agreement which the Tenant has agreed to allow the Landlord to exercise;
  - (b) this clause does not prevent the Landlord from taking lawful steps to enforce his rights against the Tenant if the Tenant breaks any of the terms of this Agreement.
- (2) To pay all charges in respect of the Property except those which by the terms of this Agreement the Tenant has expressly agreed to pay and to pay to the Tenant the amount of any such charge which another person has compelled the Tenant to pay.

**8. If section 11 of the Landlord and Tenant Act 1985 applies to the tenancy, the Tenant's obligations are subject to the effect of that section.**

(**Note:** As a general rule, section 11 applies to tenancies of a dwelling-house for a term of less than seven years. It requires the Landlord to keep in repair the structure and exterior of the dwelling-house including drains, gutters and external pipes; and to keep in repair and proper working order the installations for the supply of water, gas and electricity, for sanitation (including basins, sinks, baths and sanitary conveniences) and for space heating and heating water. The Landlord is not obliged to repair until the Tenant has given notice of the defect, and the Tenant is obliged to take proper care of the Property and to do small jobs which a reasonable tenant would do.)

## 9. SERVICE OF NOTICES.

- (1) Any Notice given under this Agreement must be in writing and to ensure safe receipt should be delivered by hand or sent by registered post or recorded delivery. A Notice placed through the letterbox of the address for service as defined in Paragraph 10(2) hereof will be an acceptable alternative method of service of the Notice. A Notice may be sent by fax if a confirmation copy is delivered by hand placed through the letterbox or sent by registered post or recorded delivery to the address for service on the same day.
- (2) **Address for service.** Any Notice served on the Tenant should be delivered at or sent to the property. Any Notice served on the Landlord should be delivered at or sent to the address given for him in this Agreement or any address specified in any Notice given by the Landlord to the Tenant.
- (3)
  - (i) Unless it is returned to the sender undelivered, a Notice sent by registered post or recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.
  - (ii) A Notice sent by fax is to be treated as served on the day on which it is sent, or on the next working day where the fax is sent after 16.00 hours or on a non-working day, whether it is received or not, unless the confirmatory copy is returned to the sender undelivered.
- (4) **Joint Recipients.** If the party receiving the Notice consists of more than one person a Notice to one of them is Notice to all.

## 10. Where the context admits:

- (1) "The Landlord" includes the successors to the original landlord
- (2) "The Tenant" includes the successors to the original tenant
- (3) "The Property" includes any part of the Property or the Fixtures, Furniture and Effects.

11. If any provision clause or paragraph of this agreement shall be found by any court or tribunal or administrative body to be invalid or unenforceable, the validity or enforceability of such provision shall not affect the other provisions of this agreement and all provisions not affected by such invalidity or enforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which etudes to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

## 12. JURISDICTION

The Landlord and the Tenant agree that this Agreement shall be exclusively governed by and construed in accordance with the laws of England & Wales and will submit to the exclusive jurisdiction of the Courts in England and Wales.

### 13. NOTICE OF LANDLORD'S ADDRESS

The Landlord notifies the Tenant that the Tenant may serve notices (including notices in proceedings) on the Landlord at the following address:

.....

(This notice is given under section 48 of the Landlord and Tenant Act 1987. The address must be in England or Wales).

### 14. SPECIAL TENANCY CONDITIONS

If the Property is let as 'part furnished', the Landlord agrees to provide a bed base, mattress, desk, chair, wardrobe in each bed room, sofa if there is a living area and a dining table if there is a dining area.

Should the Tenant wish to notify the Landlord of an intention to change alter or remove the furniture, then the Tenant agrees to pay for the transport and removal of such furniture out of the Property, storage and moving the furniture back to the Property at the end of the tenancy.

Any costs incurred by the Landlord in relation to transport and storage, shall be a debt due from the Tenant to the Landlord payable immediately and subject to recovery by Court process if not paid, or alternatively, the Tenant agrees that it will be deducted from the Deposit.

With my signature below, I confirm that I was provided with sufficient time to read and understand this Tenancy Agreement prior to signing it.

**AS WITNESS** the hands of the parties on the date specified above

**SIGNED** by the above-named )  
(the Landlord) )

.....  
*For and on behalf of the landlord*

in the presence of

witness signature )

.....

witness name )

.....

**SIGNED** by the above-named )

(the Tenant) )

.....

) .....

) .....

) .....

) .....

) .....

in the presence of  
witness signature

) .....

witness name

) .....