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**Tenancy Agreement** 

**Landlord Pack** 

#### **FURNISHED TENANCY AGREEMENT**

For Letting A **Furnished** Dwelling On An Assured Shorthold Tenancy Under Section 20 of the Housing Act 1988
As amended by the Housing Act 1996 and the Housing Act 2004

THIS AGREEMENT is made on the [insert day] day of [insert month] [insert year]

**BETWEEN:** 

LANDLORD: [Insert Landlord's name] of [Insert Landlord's address] (hereinafter called "The Landlord")

AND

TENANT: [Insert Tenant or Tenants names] of [Insert Tenant or Tenants current address or addresses] (hereinafter called "The Tenant(s)"

#### 1. PREMISES

WHEREBY the Landlord lets and the tenant(s) takes all those premises known as:

[Insert full address of property to be rented] (hereinafter called "The Premises").

#### 2. CONTENTS

TOGETHER WITH the fixtures, furniture and effects ("contents") now in or upon the premises as the same are more particularly specified in an

inventory signed by the parties hereto ("Inventory") and for the term, rental and deposit payments specified below using the method of payment so prescribed.

#### 3. TERM

From: [Insert start date of tenancy]

To: [Insert end date of tenancy] ("The Term")

#### 4. RENT

4.1 [Insert amount in words and numbers, e.g. £500, Five Hundred Pounds] per [Select one of the following - week / month] payable on [Specify day each week or month, e.g. Monday of every week / 1st day of every month]

4.2 The first payment to be made on the [Insert date of first payment]

[Select one clause 5 below depending on whether the deposit will be held under the Custodial or the Insurance Deposit Scheme. Delete the clause that does not apply]

#### 5. THE TENANCY DEPOSIT - CUSTODIAL SCHEME

5.1 The deposit of £ [Insert deposit amount in words and numbers, e.g. £500, Five Hundred Pounds] is paid by the tenant to the Landlord / Agent. This will be held under a custodial deposit protection scheme. The deposit amount is subject to the Tenant Fees Act 2019 - no more than 5 weeks deposit is payable for annual rent of less than £50,000. For annual rent equal to or exceeding £50,000 the Landlord/Agent can request up to 6 weeks deposit.

The purpose of the deposit shall be as follows:

- 5.1.1 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 fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the landlord.
- 5.1.2 The reasonable costs incurred in compensating the landlord for, or rectifying or remedying any major breach by the tenant of the tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.

- 5.1.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property for which the tenant is liable.
- 5.1.4 Any rent or other money due or payable by the tenant under the tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy, subject to the Tenant Fees Act 2019.
- 5.2 The deposit is safeguarded by [insert name and address and contact details of scheme administrator].
- 5.3 Any interest on the deposit which is payable in accordance with the scheme administrator's rules shall be paid to the [select one of the following] Landlord / Tenant / Landlord's Agent.

#### 5. THE TENANCY DEPOSIT - INSURANCE SCHEME

5.1 The deposit of £ [Insert deposit amount in words and numbers, e.g. £500, Five Hundred Pounds] is paid by the tenant to the Landlord / Agent. The Landlord / Agent will hold the deposit as a stakeholder. The Landlord / Agent is a member of an insurance based Tenancy Deposit Scheme. The Landlord will provide the Tenant with the tenancy deposit prescribed information within 14 days of the signing of this Agreement. The deposit amount is subject to the Tenant Fees Act 2019 - no more than 5 weeks deposit is payable for annual rent of less than £50,000. For annual rent equal to or exceeding £50,000 the Landlord/Agent can request up to 6 weeks deposit.

The purpose of the deposit shall be as follows:

- 5.1.1 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 fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the landlord.
- 5.1.2 The reasonable costs incurred in compensating the landlord for, or for rectifying or remedying any major breach by the tenant of the tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.
- 5.1.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property for which the tenant is liable.
- 5.1.4 Any rent or other money due or payable by the tenant under the

tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy, subject to the Tenant Fees Act 2019.

- 5.2 The deposit is safeguarded by [insert name and address and contact details of scheme administrator].
- 5.3 The deposit will not attract interest during the tenancy period.

#### 6. METHOD OF PAYMENT

[Select one of the following - By standing order to the Landlord / By standing order to the Landlord's Agent / By cheque/postal order posted to the Landlord / By cheque/cash collected by the Landlord]

#### 7. ASSURED SHORTHOLD TENANCY

THIS Agreement is intended to create an Assured Shorthold Tenancy within the meaning of Section 20 of the Housing Act 1988 (as amended by the Housing Act 1996).

#### 8. DEFINITIONS

WHERE the context admits:

- 8.1 "The Landlord" is the registered owner(s) of the premises and the term includes the persons for the time being entitled to the reversion expectant on the determination of the tenancy.
- 8.2 "The Tenant(s)" is/are the proposed occupants of the premises and term includes persons deriving title under the tenant ("successors in title").
- 8.3 Reference to "the premises" includes references to any part or parts and to the fixtures, furniture and effects.
- 8.4 If the premises constitute a flat the following shall apply:
- i) "The Block" shall mean the building of which the premises form a part.
- ii) Insofar as the Landlord is entitled, the tenant shall also be entitled to the reasonable use of the entrance halls, staircase, corridors, lifts and other common parts of the block and ground in common with the other tenants or occupiers of the block.
- iii) If the flat is leasehold the Landlord will pay the ground rent and service

charges under the lease and comply with any obligations under the lease except to the extent that any obligations are imposed on the tenant under this Agreement in which case the tenant shall comply.

8.5 In this Agreement words importing the masculine gender only shall include the feminine gender and words importing the singular shall include the plural and where there are two or more persons included from time to time in the expression "The Landlord" and "the tenant(s)" the obligations on their part in this Agreement shall be joint and several.

Sample document – the remaining are clause headings only Full document contains all clauses

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- 10. LANDLORD'S OBLIGATIONS
- 11. PROVIDED THAT:
- 12. NOTICES

AS WITNESS of which the parties have signed this Agreement the day and year first above written.

1. LANDLORD SIGNED by the Landlord:	
2. WITNESS TO LANDLORD SIGNATURE	
In the presence of:	[Witness's full name]
Signature:	
Address:	
Occupation:	[Witness's occupation]
<b>3.</b> TENANT(S) SIGNED by the tenant(s):	

4. WITNESS TO TENANT SIGNATURE(S)	
In the presence of:	_[Witness's full name]
Signature:	_
Address:	_
Occupation:	_[Witness's occupation]
Inventory of Fixtures and Fittings [Insert full description of all fixtures and fittings, re	oom by room]
SIGNED by the Landlord:	
SIGNED by the tenant(s):	
[All tenants must sign the inventory of fixtures and	d fittings]

### **UNFURNISHED TENANCY AGREEMENT**

For Letting An **Unfurnished** Dwelling On An Assured Shorthold Tenancy Under Section 20 of the Housing Act 1988
As amended by the Housing Act 1996 and the Housing Act 2004

THIS AGREEMENT is made on the [insert day] day of [insert month] [insert year]

BETWEEN:

LANDLORD: [Insert Landlord's name] of [Insert Landlord's address] (hereinafter called "The Landlord")

AND

TENANT: [Insert Tenant or Tenants names] of [Insert Tenant or Tenants current address or addresses] (hereinafter called "The Tenant(s)"

#### 1. PREMISES

WHEREBY the Landlord lets and the tenant(s) takes all those premises known as:

[Insert full address of property to be rented] (hereinafter called "The Premises").

#### 2. CONTENTS

TOGETHER WITH the fixtures and fittings now in or upon the premises and for the term, rental and deposit payments specified below using the method of payment so prescribed.

#### 3. TERM

From: [Insert start date of tenancy]

To: [Insert end date of tenancy] ("The Term")

#### 4. RENT

4.1 [Insert amount in words and numbers, e.g. £500, Five Hundred Pounds] per [Select one of the following - week / month] payable on [Specify day each week or month, e.g. Monday of every week / 1st day of every month]

4.2 The first payment to be made on the [Insert date of first payment]

[Select one clause 5 below depending on whether the deposit will be held under the Custodial or the Insurance Deposit Scheme. Delete the clause that

#### 5. THE TENANCY DEPOSIT - CUSTODIAL SCHEME

5.1 The deposit of £ [Insert deposit amount in words and numbers, e.g. £500, Five Hundred Pounds] is paid by the tenant to the Landlord / Agent. This will be held under a custodial deposit protection scheme. The deposit amount is subject to the Tenant Fees Act 2019 - no more than 5 weeks deposit is payable for annual rent of less than £50,000. For annual rent equal to or exceeding £50,000 the Landlord/Agent can request up to 6 weeks deposit.

The purpose of the deposit shall be as follows:

- 5.1.1 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 fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the landlord.
- 5.1.2 The reasonable costs incurred in compensating the landlord for, or rectifying or remedying any major breach by the tenant of the tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.
- 5.1.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property for which the tenant is liable.
- 5.1.4 Any rent or other money due or payable by the tenant under the tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy, subject to the Tenant Fees Act 2019.
- 5.2 The deposit is safeguarded by [insert name and address and contact details of scheme administrator].
- 5.3 Any interest on the deposit which is payable in accordance with the scheme administrator's rules shall be paid to the [select one of the following] Landlord / Tenant / Landlord's Agent.

#### 5. THE TENANCY DEPOSIT - INSURANCE SCHEME

5.1 The deposit of £ [Insert deposit amount in words and numbers, e.g. £500, Five Hundred Pounds] is paid by the tenant to the Landlord / Agent. The Landlord / Agent will hold the deposit as a stakeholder. The Landlord / Agent is a member of an insurance based Tenancy Deposit Scheme. The

Landlord will provide the Tenant with the tenancy deposit prescribed information within 14 days of the signing of this Agreement. The deposit amount is subject to the Tenant Fees Act 2019 - no more than 5 weeks deposit is payable for annual rent of less than £50,000. For annual rent equal to or exceeding £50,000 the Landlord/Agent can request up to 6 weeks deposit.

The purpose of the deposit shall be as follows:

- 5.1.1 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 fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the landlord.
- 5.1.2 The reasonable costs incurred in compensating the landlord for, or for rectifying or remedying any major breach by the tenant of the tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.
- 5.1.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property for which the tenant is liable.
- 5.1.4 Any rent or other money due or payable by the tenant under the tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy, subject to the Tenant Fees Act 2019.
- 5.2 The deposit is safeguarded by [insert name and address and contact details of scheme administrator].
- 5.3 The deposit will not attract interest during the tenancy period.

#### 6. METHOD OF PAYMENT

[Select one of the following - By standing order to the Landlord / By standing order to the Landlord's Agent / By cheque/postal order posted to the Landlord / By cheque/cash collected by the Landlord]

#### 7. ASSURED SHORTHOLD TENANCY

THIS Agreement is intended to create an Assured Shorthold Tenancy within the meaning of Section 20 of the Housing Act 1988 (as amended by the Housing Act 1996).

#### 8. DEFINITIONS

WHERE the context admits:

- 8.1 "The Landlord" is the registered owner(s) of the premises and the term includes the persons for the time being entitled to the reversion expectant on the determination of the tenancy.
- 8.2 "The Tenant(s)" is/are the proposed occupants of the premises and term includes persons deriving title under the tenant ("successors in title").
- 8.3 Reference to "the premises" includes references to any part or parts and to the fixtures, furniture and effects.
- 8.4 If the premises constitute a flat the following shall apply:
- i) "The Block" shall mean the building of which the premises form a part.
- ii) Insofar as the Landlord is entitled, the tenant shall also be entitled to the reasonable use of the entrance halls, staircase, corridors, lifts and other common parts of the block and ground in common with the other tenants or occupiers of the block.
- iii) If the flat is leasehold the Landlord will pay the ground rent and service charges under the lease and comply with any obligations under the lease except to the extent that any obligations are imposed on the tenant under this Agreement in which case the tenant shall comply.
- 8.5 In this Agreement words importing the masculine gender only shall include the feminine gender and words importing the singular shall include the plural and where there are two or more persons included from time to time in the expression "The Landlord" and "the tenant(s)" the obligations on their part in this Agreement shall be joint and several.

Sample document – the remaining are clause headings only Full document contains all clauses

- 9. TENANT'S OBLIGATIONS
- 10. LANDLORD'S OBLIGATIONS
- 11. PROVIDED THAT:
- 12. NOTICES

AS WITNESS of which the parties have signed this Agreement the day and year first above written.

1. LANDLORD SIGNED by the Landlord:	
2. WITNESS TO LANDLORD SIGNATURE	
In the presence of:	[Witness's full name]
Signature:	
Address:	
Occupation:	[Witness's occupation]
<b>3.</b> TENANT(S) SIGNED by the tenant(s):	
[All tenants must sign the tenancy agreement]	
<b>4.</b> WITNESS TO TENANT SIGNATURE(S)	
In the presence of:	[Witness's full name]
Signature:	
Address:	
Occupation:	[Witness's occupation]

# TENANCY DEPOSITS (Prescribed Information)

Details of the holder of the	deposit Landlord's Details
Name: Address: Tel. No. Email:	Name: Address: Tel. No. Email:
Tenant's Details	Tenant's Alternative Contact Details
Name: Address: Tel. No. Email:	Name: Address: Tel. No. Email:
Details of person who paid (if different from the tenant	<u>-</u>
Name: Address: Tel. No. Email:	
Sample document – the rem Full document contains all o	naining are clause headings only clauses
Purpose of the deposit	
Value of the deposit	
Release of the deposit at th	e end of the tenancy – Custodial Scheme
Procedure for resolving a di	spute at the end of the tenancy -

Release of the deposit at the end of the tenancy - Insurance Scheme

## Procedure for resolving a dispute at the end of the tenancy - Insurance Scheme

The Landlord/Agent confirms that the information provided to the tenant is accurate to the best of his knowledge and belief.

The tenant has been given the opportunity to examine this information and to confirm that by signing this document that the information is accurate to the best of the landlord's knowledge and belief.

1. LANDLORD/AGENT SIGNED by the Landlord/Agent:	
<b>2.</b> TENANT(S) SIGNED by the tenant(s):	
SIGNED by the tenant(s):	

Sample document – the remaining are clause headings only Full document contains all clauses

#### **TENANCY AGREEMENT - ADDITIONAL CLAUSES**

[Additional clauses that can be added to the end of the tenancy agreement, if required.]

#### **13. EARLY TERMINATION**

#### **14. GUARANTOR**

## **HOUSING NOTICES**

ASSURED SHORTHOLD TENANCY
NOTICE REQUIRING POSSESSION: FIXED TERM TENANCY
HOUSING ACT 1988 S.21(4)(a)
(FOR USE WHEN A TENANCY HAS ALREADY EXPIRED)
то
NAME OF TENANT:
ADDRESS OCCUPIED BY TENANT:
FROM
LANDLORD'S NAME:
LANDLORD'S ADDRESS:
LANDLORD'S CONTACT NUMBER:
E MAZEND & COMMENTALISEM
Sample document – the remaining clauses have been removed Full document contains all clauses
Tun document contains an cidases
ASSURED SHORTHOLD TENANCY
NOTICE REQUIRING POSSESSION: FIXED TERM TENANCY
HOUSING ACT 1988 S.21(1)(b)

## (FOR USE WHERE A TENANCY IS DUE TO EXPIRE)

TO

NAME OF TENANT:
ADDRESS OCCUPIED BY TENANT:
FROM
FROM
LANDLORD'S NAME:
LANDLORD'S ADDRESS:
LANDLORD'S CONTACT NUMBER:

Sample document – the remaining clauses have been removed Full document contains all clauses

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