

## Contract , generic draft for interestingproperties.net

THIS AGREEMENT is made on the date specified below between the Landlord and the Tenant. It is intended that the tenancy agreement created by this agreement is and shall be an assured short-hold tenancy within the meaning of the Housing Act 1988 as amended by the Housing Act 1996.

Date: xxxxxxxx

Landlord: Stephen Woods

Tenants: xxxxxxxxx

Property: The dwelling house known as xxxxxxxxxxx

Contents: The fixtures and fittings at the Property together with any furniture, carpets, rugs and other effects listed in the inventory

Term: For the term of twelve months commencing on xxxxxxxxx

Rent: £ xxxxxxxxxxx of the term (monthly equivalent)

Payment: £ xxx per calendar month of the term (eight hundred and fifty pounds) in advance by equal monthly payments on the xth day of every month. First payment to be made on xth day , year 201x

If any rent or money payable by the tenant to the Landlord under the provisions hereof shall not be paid within 7 days of the day on which it became due there will be a charge of £25.00 payable by the tenant and thereafter £15.00 for every further letter written whilst the rent remains in arrears payable to the Landlord until the date of the payment.

Deposit **A deposit of £xxxx** net of any existing deposits is payable on signing this agreement, funds to be cleared prior to entry date. All deposit has been received as of the start of this contract.

The landlord is set to return this deposit within four weeks of the tenancy expiring. If the deposit is not returned within this period the reasons for not doing so are to be stated in writing by the Landlord and sent to the Tenant. The aforementioned deposit will be registered in the Tenancy Deposit Scheme and a certificate number issued to the tenant

The landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the rent payable as above.

The Tenant pays the Deposit as security for their performance of the tenant's obligations and to pay and compensate the landlord for any breach of those obligations. It is agreed that this sum shall not be transferable in any way, and at any time against payment of the rent and that no interest shall be payable on the Deposit. The balance of the deposit is to be paid to the Tenant only after vacation of the property, such amounts to be assessed at the outgoing check upon termination of this agreement.

## Contract , generic draft for interestingproperties.net

The tenant agrees with the Landlord:

1. To pay the rent on the days and in the manner specified by the Landlord
2. To pay promptly to the authorities to whom they are due council tax and outgoings (including water and sewerage charges, gas, electric, light and telephone (if any) relating to the property) including any which are imposed after the date of this agreement (even if of a novel nature) and to pay the total cost of any re-connection fee and to pay the total cost of any re-connection fee relating to the supply of the water, gas, electricity and telephone if the same is disconnected or the operating company is changed
3. Not to damage or injure the Property or Contents or make any alteration or addition to it. Any redecoration is to be made only with the prior consent of the Landlord or his agent.
4. Not to leave the property vacant for more than 15 consecutive days and to properly secure all locks and bolts to the doors and windows and other openings when leaving the property unattended
5. To keep the interior of the Property and the Contents in good and clean condition and complete repair (damage by accidental fire and reasonable wear and tear excepted) and to keep the Property at all times well and sufficiently aired and warmed during the tenancy
6. To immediately pay the Landlord or his Agent the value of the replacement of any furniture or effects lost, damaged or destroyed or at the option of the Landlord, replace immediately any furniture or effects lost, damaged or destroyed and not to remove or permit to be removed, any furniture or effects from the Property
7. To arrange for the Property to be professionally cleaned on the termination of the tenancy
8. To leave the contents at the end of the tenancy in the same places in which they were positioned at the commencement of the tenancy
9. That the landlord or any person authorized by the Landlord may at reasonable times on giving 24 hours notice (unless in the case of an emergency or in order to fulfill their obligations under the Gas Use Safety Regulations Act 1998 and the Landlord and tenant Act 1985) enter the property for the purpose of inspecting it's state of repair or for the purpose of repair, maintenance or re-painting
10. Not to assign or sublet part with possession of the Property or let any other person live at the Property without the express written consent of the Landlord
11. To use the property as a single dwelling and not to use it or any part of it for any other purpose, nor to allow anyone else to do so
12. Not to receive paying guests or carry on or permit to be carried on, any business, trade or profession on or from the property without the prior written consent of the landlord
13. Not to do or permit or suffer to be done in or on the property, any act of thing which may be a nuisance, damage or annoyance to the Landlord or to the occupiers of the neighbouring property, or which may void any insurance of the Property or cause the premiums to increase
14. Not to keep any animals or birds or other living creatures on the Property without the Landlord's written consent, such consent if granted to be revocable at will by the landlord
15. To ensure the garden is kept clear of refuse and ensure all plants are frequently watered, plant beds are weeded, borders trimmed and hedges trimmed, patio areas are kept clear of weeds
16. To ensure that any animals or birds or other living creatures cause no damage to the furniture, fittings or carpets of the property. Any damage deemed to be caused by any living creature in the property will result in necessary deductions from the deposit to rectify the damage to the satisfaction of the landlord.
17. To replace all broken glass in doors and windows damaged during the tenancy
18. Not to alter or change or install any locks on any doors or windows in or about the property or have any additional keys made for any locks without the prior written consent of the Landlord
19. Not to use the property for any illegal or immoral purpose
20. To pay and compensate the landlord fully for any costs, expenses, loss or damage incurred or suffered by the Landlord as a consequence of any breach of the agreements on the part of the Tenant in this agreement and to indemnify the Landlord from, and against, all actions, claims and liabilities in that respect

## Contract , generic draft for interestingproperties.net

21. To notify the Landlord, promptly in writing of any disrepair, damage or defect in the property or of any event which causes damage to the property or which may give rise to a claim under the insurance of the policy
22. Any disputes relating to the condition of the property not reported in writing within 48 hours of move-in to either the landlord or the landlord's agent will be deemed not to be accepted
23. Not to glue, stick or otherwise fix anything whatsoever to the exterior or interior of the property without the landlord's written consent
24. To take all reasonable precautions to prevent damage by frost
25. In order to comply with the Gas Safety regulations it is necessary that the ventilation provided for this purpose in the Property should not be blocked and that any brown or sooty build up on any gas appliance should be reported immediately to the Landlord or Landlord's agent
26. To keep the drains free from obstruction and the chimneys swept as often as necessary
27. Not to introduce into the property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent
28. That the tenant shall be responsible for testing all smoke detectors (if any) fitted in the property on a regular basis and replace the batteries as necessary
29. Within the last two months of the tenancy to permit the Landlord or any person authorized by the Landlord or the Landlord's agents at reasonable hour of the day or night to enter and view the property with Prospective Tenants or purchasers
30. If a repair is adjudged to be as a result of abuse by the tenant, the cost of the said repair may be charged to the tenant

The landlord agrees with the tenant that;

31. provided the tenant shall pay the rent and perform the agreements on his part already referred to, the Landlord shall permit the Tenant to have quiet enjoyment of the property without interruption by the Landlord or his agent
32. the Landlord will return to the Tenant any rent payable for any period during which the property may have been rendered uninhabitable by fire or any other risk which the landlord has insured
33. All necessary contents have been left in the property
34. He will pay for all assessments and outgoings in respect of the property (except for water rates including sewerage charges, council tax and charges for the supply of gas or electric light and power or the use of any telephone)
35. The Landlord may re-enter the property and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord if the tenant has not complied with any obligation in this agreement or should the Rent be in arrears by more than fourteen days whether formally demanded or not
36. The landlord agrees to carry out any repairing obligations as required by Section 11 of the Landlord and Tenant Act

### Contract , generic draft for interestingproperties.net

In this agreement unless the context otherwise requires the following expressions shall have the following meanings;

“The landlord” includes the persons for the time being entitled to the reversion expectant on determination of the tenancy

“The tenant” includes the successor in title. Whenever there is more than one tenant all covenants and obligations can be enforced against all of the tenants jointly and against each individually

The parties agree that;

Notice is hereby given that Possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable.

That is that the Landlord used to live in the property as his only main home

The tenancy may be brought to an end of the mortgagee requires possession on default of the borrower under Ground 2 Schedule 2 of the Housing Act 1988

Signed by the Landlord

.....Stephen Woods

Witness

.....

Signed by the Tenants

.....

.....

Date .....