



Fully-managed Assured Shorthold Tenancy Agreement

This is an Agreement for letting a Property on a fixed term assured shorthold tenancy under Part 1 of the Housing Act 1988 (as amended) which sets out the terms, conditions and obligations of the Tenancy to which both the Landlord and the Tenant agree to.

Once signed and dated, this Agreement will be legally binding and may be enforced by a Court. **You should read it carefully before agreeing to it.** If you have any doubt as to the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

Section A: Definitions and interpretations

- The Landlord** : Includes any person or organisation from time to time deriving title under the original landlord and also includes, in relation to a Property, any person other than a tenant who is, or but for the existence of an assured tenancy would be, entitled to possession of the Property.
- The Tenant** : The person or persons entitled to possession of the Property under this Agreement.
- The Lead Tenant (if applicable)** : The Tenant chosen to act on behalf of all other Tenant in the case of joint Tenants in relation to their obligations under the Tenancy; or
Where applicable, the person nominated to act on behalf of the Tenant and the Relevant Person.
- Joint and Several Liability** : If the Tenant consists of more than one person, their actions and obligations under this Agreement shall be joint and several in all respects which means that each Tenant is wholly responsible for all Tenant obligations and sums due under this Agreement, not just a proportionate part.

It also means that the Guarantor (if applicable) will be liable with the Tenant to pay all rent and any debt arising from any breach of this Agreement until all debt is paid in full.
- The Relevant Person (if applicable)** : Any person or company paying on behalf of the Tenant the monies due under the Tenancy, e.g. the local authority, a parent or Guarantor.
- The Guarantor (if applicable)** : The person who undertakes to be jointly and severally liable with the Tenant to pay all rent and any debt arising from any breach or default of the Tenant's obligations contained in this Agreement until all debt is paid in full whether or not the Landlord elects to pursue the Tenant.
- The Landlord's Agent** : RentLondonFlat.com Limited whose address is Vantage London, Great West Road, Brentford, Middlesex, TW8 9AG or any person or company who later takes over the rights and obligations of the Landlord's Agent.
- The Property** : The Property which has been agreed to be let including any parts of the exterior forming part of the let (e.g. gardens, paths, fences, boundaries or outbuildings).

Where the Property is a flat or forms only part of the building, the letting includes the use, with others, of communal access ways, gardens and other similar facilities to which the Landlord is entitled under the terms of his Lease.
- The Head Lease (if applicable)** : The Lease under which the Landlord holds the Property. The obligations set out in the Head Lease will bind the Tenant provided the Tenant has been given notice of them.
- The Contents** : The Landlord's furniture, furnishings, fixtures, fittings and effects including sanitary ware, floor ceiling and wall coverings, decorative features, white goods and other equipment specified in the inventory.
- The Inventory of Contents and Schedule of Condition** : Means the document prepared by the Landlord, the Landlord's Agent or an inventory clerk detailing the Contents, the decor and condition of the Property generally.

The inventory may be relied upon at the end of the Tenancy in assessing damage or compensation for damage (over and above fair wear and tear) and so should be checked carefully at the start of the Tenancy.



- The Deposit** : The sum paid by the Tenant to the Landlord's Agent in a Stakeholder capacity during at the start of the Tenancy as security in the event the Tenant fails to comply with the terms of this Agreement.
- Deposit held as Stakeholder** : The Landlord's Agent will hold the Deposit in a Stakeholder capacity. Any deductions from the Deposit at the end of the Tenancy must be agreed in writing by the Landlord (or the Landlord's Agent) and the Tenant before monies are released.
- Any amount in dispute will not be paid to either party until mutual agreement is reached or an appropriate third party decision is made.
- Fair Wear and Tear** : Loss, damage or depreciation that naturally and inevitably occurs from reasonable and ordinary use or exposure or ageing.
- Emergency** : Where there is a risk of damage to the fabric of the Property or to life.
- The Term** : The length of the letting agreed in this Agreement including any extension or continuation or any statutory periodic tenancy arising after expiry of the original Term.
- Interpretation** : Words importing the singular number include the plural number and vice versa. Words importing the masculine gender only include the feminine gender and vice versa.
- Working day means any day excluding a Saturday, Sunday or a Bank Holiday.
- The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.



Section B: Main terms of the Agreement

1 The Parties

This is an Agreement for a fixed term assured shorthold tenancy between:

The Landlord(s):

	Name	Address	Phone	Email
Landlord 1	: John Smith	Flat 1, Sample Building, 1, Sample Road, Sample Town, W1 234	+4412345678	john.smith@rlf.com
Landlord 2	: Jane Smith	Flat 1, Sample Building, 1, Sample Road, Sample Town, W1 2AB	+4412345678	jane.smith@rlf.com

("the Landlord")

AND

The Tenant(s):

	Name	Address	Phone	Email
Tenant 1	: Andrew Tenant	Flat A, 2, Rent Street, London, E1 2CD	+4412345678	a.tenant@rlf.com
Tenant 2	: Beatrice Tenant	Flat A, 2, Rent Street, London, E1 2CD	+4412345678	b.tenant@rlf.com
Tenant 3	: Christopher Tenant	Flat A, 2, Rent Street, London, E1 2CD	+4412345678	c.tenant@rlf.com
Tenant 4	: Denise Tenant	Flat A, 2, Rent Street, London, E1 2CD	+4412345678	d.tenant@rlf.com

("the Tenant")



2 Other Occupiers (if applicable)

The Landlord agrees that, in addition to the Tenant, the following person(s) (who for the avoidance of doubt are not tenant(s)) may live at the Property:

- (a) the Tenant's children or other dependents who are under 18 years of age at the start of the Tenancy; and
- (b) the following adults (if any):

	Name	Address	Phone	Email
Permitted Occupier 1	: A Permitted	Flat A, 2, Rent Street, London, E1 2CD	+4412345678	a.permitted@rlf.com
Permitted Occupier 2	: B Permitted	Flat A, 2, Rent Street, London, E1 2CD	+4412345678	b.permitted@rlf.com

- 2.1 The Tenant must not allow any other adults to live at the property without the written consent of the Landlord. **The Landlord's consent will not be unreasonably withheld or delayed.**
- 2.2 The Tenant must not allow more than **{insert number}** persons to live at the Property.
- 2.3 Any obligation of the Tenant under this Agreement shall also apply to any Member of the Tenant's Household.



3 The Property

The Landlord and the Tenant agree to the letting of the Property for the Term at the Rent under the conditions outlined in this Agreement:

{Full Property Address}

("the Property")

4 The Term

Begins on and include : {start date}

and

ends on : {end date}

4.1 The Tenancy shall be for a period of {12 or 6} months to start on and include the {start date} and to end on and include {end date}, and thereafter from Rental Period to Rental Period.

("the Term")

unless terminated early in accordance with the clauses in {insert section} (landlord's grounds (reasons) for possession during the fixed term) or, where applicable, {insert section} (break clauses for tenancies of two years or longer){if applicable} of this Agreement, or unless terminated early by mutual agreement between the parties.

4.2 If the Tenant continues to live in the Property after the end date of this Agreement and no further tenancy has been entered into by the parties following Section C clause 13, the Tenancy will convert from an Assured Shorthold Tenancy to a Statutory Periodic Tenancy following section 5(2) of the Housing Act 1988.

5 The Rent

£0.00 (zero pounds) per calendar month

("the Rental Period")

6 The Payment

6.1 The rental payments are to be made in line with the attached Payment Schedule ('the Rent').

6.2 Should the Tenancy be extended or renewed, the rent will be due in advance from {rent due date} at the same recurring frequency.

6.3 Unless otherwise stated, all rental payments should be made by Standing Order to the Landlord's Agent's bank as follows:

Name : RentLondonflat.com
Sort Code : 601926
Account Number : 29094585
Payment Reference : {insert payment reference}



8 The Deposit

£0.00 (zero pounds)

("the Deposit")



Section C: Tenant's Obligations

The Tenant agrees with the Landlord that throughout the Term the Tenant will:

1 General

1.1 To ensure that any obligation upon the Tenant under this Agreement also applies to any of the Tenant's licensees or visitors.

1.2 To be responsible and liable for all the obligations under this Agreement as joint and several Tenant if the Tenant number more than one person, as explained in the definitions.

1.3 Tenant's Personal Possessions

To be aware of the non-existence of a cover provided by any insurance policy maintained by the Landlord for any personal possessions introduced into the Property by the Tenant. The Tenant is strongly advised to insure his/her own belongings with a reputable insurer.

1.5 Forward Correspondence

As soon as receiving any notice or other communication left on or delivered or posted to the Property and addressed to the Landlord, pass them to the Landlord or the Landlord's Agent as soon as practicable with the exception of obvious circulars or marketing material.

1.6 Leasehold (Head Lease) or Freehold Covenants and Restrictions

To observe and not breach or contravene any terms in the Head Lease or any Deed under which the Landlord holds the Property where applicable and provided that prior to the signing of this Agreement the Tenant **is notified in writing or given a copy of the relevant documents (What else is there other than Head Lease).**

1.7 Deed of Covenant (if applicable)

Enter into a Deed of Covenant or such other Deed if requested by the Landlord and at the Landlord's expense If requested and at the Landlord's expense as the superior Landlords may reasonably require.

1.8 Building Regulations

Comply with all and any new regulations relating to the building which may be introduced from time to time and which are notified to the Tenant in writing and protect the Landlord from loss arising from any claim in respect of any breach or non-observance of same.

1.9 Stamp Duty Land Tax

Be responsible for assessing his/her liability, if any and at any time, for Stamp Duty Land Tax relating to this Tenancy, and for submitting the appropriate forms and payment to HM Revenue & Customs. Further information may be obtained from the HM Revenue & Customs enquiry line on 0845 6030135 or from their website at <https://www.gov.uk/stamp-duty-land-tax>.

1.10 Agent of the Tenant

Agree that any payments in respect of or on account of Rent made by or drawn on accounts other than those of the Tenant named in this Agreement will be accepted by the Landlord as payment made by or on behalf of the Tenant only, and in no circumstances shall constitute the creation of a new tenancy to any other person.

2 Pay Rent

2.1 Pay the Rent and any other sums due to the Landlord's Agent in the manner set out in this Agreement, whether formally demanded or not.

2.2 Pay the Rent even if the Tenant leaves the Property vacant before the end of the Term (permanently or not) unless the Property is re-let to another party within this period.

2.3 Not to use any part of the Deposit in lieu of rent.

3 Pay Interest



3.1 Pay interest on any amounts of Rent due and in arrears by in excess of 14 days at the rate of 3% above the Bank of England annual base rate calculated on a day to day basis from the date that the same shall become due until payment in full is made.

4 Pay for Council Tax

4.1 Pay any Council Tax or other local taxes or equivalent that may from time to time be brought into force due by the Tenant to the Local Authority (whether legally required to do so or not) and arising from the occupation of the Property by the Tenant pursuant to this Agreement within 14 days of receiving a written request for such monies.

4.2 Provide all relevant receipts for the payment of any such charges and/or taxes issued to the Tenant by the Billing Authority to the Landlord.

5 Pay for Utilities and other Charges

5.1 To pay all charges falling due for the following services used during the Tenancy and to pay the proportion of any standing charge for those services which reflects the Term of the Tenancy:

- Water
- Gas
- Electricity
- Telephone
- Broadband
- Satellite Television
- Cable Television
- Television Licence

5.2 Where any service mentioned in **clause 5.1** has been disconnected as a result of the Tenant's failure to comply with the Tenant's obligations to pay for the service, any reconnection charge will be payable by the Tenant.

6 Refrain from changing Utility Suppliers

6.1 Not to change the utility supplier for gas or electricity nor allow any existing meter to be changed without first informing the Landlord in writing.

7 Use of Property, Prohibited Conducts and Pets

7.1 Solely as Private Residence

To use the Property for no other purpose than that of a strictly private residence for the occupation of the Tenant and the Tenant's immediate family and occasional guests only.

7.2 Running a Business

Not carry on at the Property or allow the Property to be used for any profession trade or business and not to let rooms or apartments or receive paying guests or lodgers in the Property

7.3 Business Registration

Not to register a business or company with the address of the Property.

7.4 Auctioning Property

Not hold or allow to be held any large meeting or gathering upon the Property or any sale by auction thereon.

7.5 Illegal and Immoral Activities

Not to carry on or permit the Property or any thereof to be used for any illegal or immoral activity or exhibit any notice board or notice whatsoever on any portion of the Property or use tem or any part thereof for any other purpose other than that of a strictly private residence.



7.6 Landlord's Insurance

- (a) Not do, permit to be done, or fail to do anything that may render void or invalidate any policy of insurance on the Property or the Contents nor anything that may cause an increased premium to be payable, provided that a copy of the relevant sections of the policy has been given to or shown to the Tenant at the start of the Term or within a reasonable time thereafter.
- (b) To pay the Landlord all reasonable sums paid by the Landlord for any increase in premiums and all reasonable expenses incurred by the Landlord incurred as a result of a failure by the Tenant, his/her family or visitors to comply with this clause.

7.7 Nuisance, Music and Noise

- (a) At all times when not in use to keep shut the entrance door to the Property;
- (b) Ensure that the main entrance door to the Property (if any) is closed as quietly as possible;
- (c) Ensure that no disturbance, annoyance, or nuisance is caused to the occupiers of the remainder of the Property or any adjoining or neighbouring premises between the hours of eleven p.m. and eight a.m.
- (d) Not any time or times so as to cause any nuisance or noise to any of the occupiers of the remainder of the Property or of any adjoining or neighbouring premises by playing or using or permitting the playing or using of musical instruments, television, radio, loud speaker or mechanical or other noise making instrument of any kind or to practice or to permit the practising of any singing in the Property.

7.8 Refrain from Item hanging

Not to hang or expose in or upon any part of the Property (communal areas included) so as to be visible from the outside any clothes or washing of any description or any other articles nor to place outside the Property any flower box pot or any like object nor to shake any mats brooms or other articles inside any part of the Property or out of the windows of the Property unless expressly permitted by the Landlord in writing.

7.9 Communal Areas (if applicable)

- (a) Not to obstruct any common passageways, hallways and staircases nor keep or store or place an item or package or bicycle or pushchair in any communal area of the Property.
- (b) To pay the cost of making good any damage at any time done by the Tenant or his or their servants agents or visitors to any part of the Property or to the passages landings stairs or entrance halls thereof or to the person or property of the occupier of any other part of the Property by the carrying in or removal of furniture or other goods to or from the Property or otherwise howsoever.

7.10 Prohibited Substances

Not to use or consume in or about the Property at any time any of the drugs prohibited by the Misuse of Drugs Act 1971 or any other controlled substances the use of which may hereinafter be prohibited or restricted.

7.11 Dealing with Pets

Not to keep any animals or birds (whether domestic or otherwise) in the Property without the Landlord's prior written consent.

7.12 Smoke Prohibition

- (a) Not to smoke or allow any other person to smoke any cigarettes, cigars pipes or other form of tobacco or other substance within the Property without the prior written consent of the Landlord.
- (b) Where granted such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement.
- (c) The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any consent previously given.
- (d) In the event of any breach of this clause then the Tenant shall pay such costs to the Landlord for making good any resultant staining, discolouration, burn marks or odour present at the Property at the end of the Term.

7.13 Burglar Alarm (if applicable)

Take every precaution to ensure the correct use of the burglar alarm system to the Property and pay any call out charge or costs for the repair or for re-setting of the system necessary as a result of misuse or negligence by the Tenant, his/her family or visitors.

8 Care, Maintenance and Altering the Property

8.1 Care for Property



Not cause or allow any damage or loss to the Property or Contents, fair wear and tear excepted, and use the Property and Contents in a proper and tenant-like manner.

8.2 Preserve Interior Condition

Keep the Property and the Contents in good order and in a clean condition as at the commencement of the Tenancy, fair wear and tear excepted.

8.3 Gas and Electrical Equipment – Operation

Ensure that all gas and electrical equipment (with the exception of pilot lights on gas-operated water heaters (and not on gas cookers) and electrically operated clocks and such other items designed for continuous operation) be turned off at all times when not present in the Property and be solely and fully responsible for any damage to the Property and all Fixtures, Fittings, Furnishings and Effects therein caused as a result of the breach of this Clause.

8.4 Smoke Detectors and Carbon Monoxide Detector

Ensure that all smoke and carbon monoxide detectors are kept in good working order by ensuring that they are kept free from obstruction, tested regularly and replacing batteries when necessary.

8.5 Keep Ventilated

Keep the Property adequately ventilated and make good use of extractor fans (where provided) so as to reduce the occurrence of condensation and wipe away any occurring condensation to prevent any resultant mould and damage to the Property and the Contents.

8.6 Combustible Matter

Not take into or keep at the Property any combustible, offensive or dangerous fluids, fuels or materials or any gas, paraffin or other liquid fuel unless required for normal household use and fully comply with all fire precautions or fire regulations made by the Landlord or the appropriate Fire Authority.

8.7 Own Gas Appliances

- (a) Not to introduce into the Property any gas appliance without the prior written consent of the Landlord.
- (b) Once expressly permitted by the Landlord to bring gas appliances into the Property, ensure that it is properly connected to the appropriate pipework by a suitably qualified Gas Safe registered engineer and is safe to use.
- (c) Immediately stop using and remove any such gas appliance if unsafe or poses danger to either the occupants or the Property.

8.8 Protect from Freezing

- (a) Ensure that all reasonable precautions are taken at all times to keep the Property protected against freezing and burst pipes, provided the pipes and other installations are kept adequately insulated by the Landlord.
- (b) Reimburse the Landlord in respect of any damage caused to the Property as a result of frozen or burst pipes if the Tenant fails to take such reasonable precautions.

8.9 Clean Windows

Keep the inside and outside of easily accessible windows in a clean condition regularly and at the end of the Tenancy.

8.10 Chimneys and Flues (if applicable)

- (a) Ensure that any chimneys and flues are swept and kept in clean condition.
- (b) Allow deduction from the Deposit if the Landlord suffers a loss due to the Tenant's failure to comply with this clause as a way to recoup the loss.

8.11 Fuel Storage

Store any coal/logs at the Property in an appropriate and suitable receptacle in such a place as will not cause damage to the Property or the Contents.

8.12 Replace Light Bulbs

Be responsible and liable for the replacement or renewing of all light bulbs, fluorescent tubes, starters, batteries, and extractor fan filters, and dishwasher and water softener salt.



8.13 Replace Broken Glass

Promptly replace all cracked or broken glass with the same quality glass, where the crack or breakage is caused as a result of any action or misuse or negligence of the Tenant, a third party, any family or visitors whether invited or not.

8.14 Good Repair

Keep the Contents including all electrical gas and other appliances equipment and apparatus in good repair and condition, fair wear and tear excepted.

Take care not to cause an overload of the electrical circuits by the inappropriate use of multi-socket electrical adaptors or extension cables when connecting appliances to the mains electric system.

8.16 Pay for Repairs

Be liable for the reasonable costs of repairs where the need for them is attributable to the Tenant's failure to comply with the obligations under this Agreement, or where the need for repair is attributable to the fault or negligence of the Tenant, any Member of the Tenant's Household or any of the Tenant's visitors.

8.17 Give Notice of Defects

- (a) Notify the Landlord or the Landlord's Agent immediately in writing upon becoming aware of:
 - (i) Any damage, defect or want of repair of any nature affecting the Property or any of the Contents, whether or not caused by any act, default or neglect of the Tenant, or any invitee of the Tenant;
 - (ii) Any burglary or attempted burglary upon the Property.
- (b) Be liable for all reasonable consequential excess loss and expense arising from any failure to give such notice.

8.18 Take Remedial Action

Take appropriate reasonable remedial action during an Emergency to prevent further damage to the Property and give immediate notice to the Landlord or the Landlord's Agent.

8.19 Landlord's repair obligations

Inform the Landlord or the Landlord's Agent immediately in writing when it comes to the notice of the Tenant of any repairs or other matters falling within the Landlord's obligations to repair the Property.

8.20 Permit Landlord notice

Permit the Landlord or Landlord's Agent to give the Tenant notice in writing of any necessary works of repair, cleaning, restoration, or replacement which is the obligation of the Tenant to be undertaken within a reasonable time agreed between the Tenant and the Landlord or the Landlord's Agent.

8.21 Attend to any Washing Machine sessions

Not to leave the washing machine(s) operating by itself automatically, unless the Tenant is present at all times in the Property during such operation. The Tenant shall expressly be held solely and fully responsible for any damage caused to the Property or anything therein caused as a result of such operation by the Tenant in breach of the provisions of this Clause.

8.22 Not Alter Property

- (a) Not alter or in any way interfere with the construction or arrangement of the Property.
- (b) Not to carry out any redecoration or make any alteration in or addition to the exterior or interior of the Property without the previous consent in writing of the Landlord or the Landlord's Agent which will not be unreasonably withheld.

8.23 Not Affix or Erect Aerial or Satellite Dish

- (a) Not to affix or erect outside the Property any television or radio aerial or satellite dish or install any cable television or cable telephone where not already provided or available at the Property without the prior written consent of the Landlord, which will not be unreasonably withheld or delayed but may be subject to conditions.
- (b) Where granted such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any consent previously given.

8.24 Not Affix Items to Walls

Not to hang pictures other than with a reasonable number of commercially available picture hooks or fastenings.



8.25 **Not install Water Meter**

Not to have a water meter fitted where not already installed.

8.26 **Not Post Signs**

- (a) Not to display or allow to be displayed any notice, sign, banner or placard visible from outside the Property without the prior written consent of the Landlord or the Landlord's Agent, which will not be unreasonably withheld or delayed.
- (b) The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any consent previously given.

8.27 **Not change Burglar Alarms**

Not change any burglar alarm code without the prior written consent of the Landlord, which will not be unreasonably withheld or delayed. Where such consent is granted the Tenant will promptly provide the Landlord or the Landlord's Agent with the details of the new code.

8.28 **Not Remove Contents**

Not remove or allow the removal of the Contents from the Property or store the Contents in any way which may lead to the condition of the Contents to be damaged or deteriorate at a quicker pace than they would if they remained in the places recorded in the Inventory.

8.29 **Changing Locks**

Not alter, change or install any locks on any doors or windows in or about the Property or have any additional keys or remote control devices made, except in the case of an Emergency, without the prior written consent of the Landlord, which will not be unreasonably withheld or delayed.

8.30 **Provide Landlord with new keys (if applicable)**

- (a) Where consent to change locks is granted, immediately make available one set of the new keys to the Landlord and at the end of the Tenancy provide the same number of sets of keys, fobs and other devices for the new locks as were provided by the Landlord at the commencement of the Term.
- (b) Allow the Landlord to deduct from the Deposit for failure to comply with **Section C Clause 8.30 (a)**.

8.31 **Lost Keys**

- (a) Where any keys the Tenant is responsible for are lost or stolen, be liable for the cost of having the relevant lock/s changed for the Property.
- (b) Immediately make available one set of the new keys to the Landlord or the Landlord's Agent and at the end of the Tenancy.

8.32 **Maintain Gardens**

- (a) Keep any gardens and grounds including any pond, terrace or patio included in the Property in a neat, unobstructed and tidy condition and free from litter and weeds. Keep the grass cut and reasonably maintain any lawns, trees and shrubs in a proper manner as seasonally required.
- (b) Not to cut down or remove any trees, shrubs or plants (other than annual plants) or otherwise alter the existing design content or layout of the said garden or grounds without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld.

8.33 **Prevent Infestation**

- (a) Not keep any refuse or rubbish in the Property and regularly dispose of the same in a suitable receptacle to maintain acceptable levels of hygiene and prevent outbreaks of any infestations of pests or disease.
- (b) In the event of an infestation, to clean, arrange, or compensate the Landlord for the cleaning of the Property with de-infestation cleaner to a professional standard at the end of the Tenancy if deinfestation is necessary.

8.34 **Prevent Obstructions**

- (a) At all times take all reasonable precautions not to cause blockage to the drains and pipes in or about the Property and keep gutters gullies and downpipes free of debris.
- (b) In the event that a blockage is caused as a result of misuse or negligence of the Tenant, his/her family or visitors, the Tenant shall be liable to clear, or arrange the clearance of, the blockage or debris.
- (c) Not to leave or park or permit to be left or parked so as to cause any obstruction in or on any approach roads or passageways adjacent or leading to the Property any motor car motor cycle bicycle perambulator or other vehicle belonging to or used by the Tenant or by any of their friends servants or visitors and to observe all requests made by



the Landlord from time to time relating to the parking of such vehicles

9 Security of the Property and Periods of Absence of more than 28 Days

9.1 Secure Property

Not leave the Property unattended or unoccupied for any period whatsoever without locking and securing all deadlocks and other locks and bolts fitted to the doors and windows permitting access to the Property and ensuring the burglar alarm (if any) is activated.

9.2 Vacant Property

Not leave the Property vacant, unattended or unoccupied for a period of more than 28 consecutive days without first giving reasonable notice to the Landlord or the Landlord's Agent of the intention to do so.

9.3 Legionella

Flush through the water systems by running all taps and showers for 20 minutes and by flushing all toilets to reduce the risk from exposure to legionella bacteria after leaving the Property unattended for any period of 7 days or more.

10 Access to the Property by Landlord or Agent

10.1 Routine Access

Permit the Landlord (or any person acting on behalf of the Landlord) access to the Property at reasonable hours of the day with no less than 24 hours prior written notice (save in the case of an Emergency) for the following purposes:

- (a) to inspect its condition and state of repair;
- (b) to carry out the Landlord's repairing obligations and other obligations under this agreement;
- (c) to carry out necessary redecoration of the Property; and
- (d) to carry out any inspections required by law including (but not limited to) gas safety inspections, fire safety inspections and inspections of any smoke or carbon monoxide alarms installed in the Property and to carry out any works, repairs, maintenance or installations (including the installation of any smoke or carbon monoxide alarm) required by law.

10.2 Permit Viewing

Permit the Landlord or the Landlord's Agent or anyone with the authority of the Landlord by reasonable prior appointment to show the Property to:

- (a) potential tenants or purchasers during the last two months of the Tenancy or other period of notice;
- (b) potential tenants or purchasers, letting agents or estate agents around the Property where the Tenant has given notice under clause {insert clause};
- (c) potential purchasers in the event of the Landlord wishing to sell or otherwise deal with the reversion of the Property with the benefit of the Tenancy at any time during the Tenancy.

10.3 Permit Notices

Permit the Landlord or the Landlord's Agent to:

- (a) affix a notice of re-letting or selling on the Property during the last two months of the Tenancy or other period of notice; or
- (b) affix a notice of selling in the event of the Landlord wishes to sell the Property with the benefit of the Tenancy at any time during the Tenancy.

10.4 Access during periods of absence of more than 28 days

Permit the Landlord (or persons acting on the Landlord's behalf) access to the Property if the Property is to be unoccupied for a period of more than 28 consecutive days (the Landlord may have access during that period for the purposes of keeping the Property insured and taking such steps as may reasonably be necessary to mitigate the risk of damage to the Property during that period).

10.5 Emergency access

Give the Landlord (or persons acting on the Landlord's behalf) immediate access to the Property in the event of an Emergency in the Property.



11 Assignment and Subletting

11.1 Assignment

- (a) Not to assign this Agreement without the prior written consent of the Landlord or the Landlord's Agent.
- (b) Where such consent is granted, it will be subject to reasonable conditions and the Tenant will be liable for the reasonable fees and expenses incurred by the Landlord in granting such consent or arranging such assignment.

11.2 Not to mortgage or charge the benefit of this Agreement.

11.3 Subletting

- (a) Not sub-let, part with or share possession or occupation of the Property or any part of the Property with any person not named as Tenant in this Agreement without the prior written consent of the Landlord or the Landlord's Agent, which will not be unreasonably withheld or delayed.
- (b) Where such consent is granted, it will be subject to reasonable conditions and the Tenant will be liable for the reasonable expenses incurred by the Landlord in granting such consent.

12 Prior to End of Tenancy

12.1 Permit and acknowledge as part of the End of Tenancy process, a section 21 Notice will be served.

13 End of Tenancy

At the expiration or in the event of an earlier termination of the Tenancy:

13.1 Vacant Possession

Deliver up to the Landlord vacant possession of the Property and the Contents in a sound and clean condition as at the beginning of the Term (reasonable wear and tear excepted) and in the rooms or places as they are listed in the Inventory;

13.2 Be responsible of Property Contents

Make good and/or pay for the repair of or replacement of any of the Contents that are broken, lost or damaged during the Term;

13.3 Return the Property to the same state as during check-in

Clean the Property to the same state as during check-in and all the Contents including the washing or dry cleaning (including ironing and pressing) of all bedding, linen, towels, carpets, curtains, upholstery and soft furnishings and other articles set out in the Inventory or articles substituted for the same which shall be shown by reference to the Inventory to have been soiled during the Term;

13.4 Notify utility and authorities

Notify all utility and council tax authorities of the date of termination of the Term and pay all outstanding accounts with the service providers up to and including the last day;

13.5 Return deliverables to hire companies

Arrange for the return to the hire company prior to the inventory check-out of any hired or rented television or other equipment or appliance which the Tenant has hired or rented for his use at the Property;

13.6 Delivering Keys

Deliver all keys and remote control devices to the Landlord or the Landlord's Agent and pay to the Landlord all reasonable costs incurred by the Landlord in replacing the locks or devices where such keys or devices are missing;

13.7 Personal Possessions

- (a) Remove all personal items from the Property before the end of the Term.
- (b) The Tenant will be responsible for meeting all reasonable removal costs and/or storage charges for items left in the



Property after the end or earlier termination of the Term. The Landlord will remove and store such items for a maximum of one calendar month, and take all reasonable steps to contact the Tenant in this regard and, where possible, will notify the Tenant at the last known address.

- (c) If the items are not collected within one calendar month the Landlord may dispose of them and the Tenant will be liable for the reasonable costs of disposal, which may be deducted from the Deposit or from any sale proceeds and if there are any costs remaining they will remain the Tenant's liability;

13.8 Forwarding Address

Provide the Landlord or the Landlord's Agent with a forwarding address where the Tenant may be contacted after the Tenant has vacated the Property and permit the Landlord or the Landlord's Agent to give the forwarding address to the suppliers of gas, electricity, fuel, water, telephone services, environmental services or other similar services incurred at the Property for which the Tenant is liable and Council Tax authority.

Section D: Landlord's Obligations

The Landlord agrees with the Tenant that the Landlord will:

- 1 Deliver up the Property



- 1.1 The Property and Contents in a tidy condition and cleaned as agreed.
- 1.2 Any working chimney swept and clean.
- 1.3 All appliances, smoke and carbon monoxide detectors in proper working order (see Section D Clause 4).

1.4 Preparation of the Inventory

The Landlord will be responsible for providing a fully comprehensive Inventory of Contents and Schedule of Condition of the Property at the beginning of the Term.

2 Protect the Deposit

- 2.1 Within 30 days of receiving the Tenant's Deposit, register the Deposit with one of the Government-authorised tenancy Deposit protection schemes ('the relevant scheme').
- 2.2 Inform the Tenant of the details of the relevant scheme.
- 2.3 Inform the Tenant of the procedures for recovery of the Deposit at the end of the tenancy together with the procedures for resolving disputes concerning the Deposit.

3 General

3.1 Allow Quiet Enjoyment

Permit the Tenant to quietly possess and enjoy the Property during the Tenancy without any unreasonable or unlawful interruption.

3.2 Title and Consents

The Landlord confirms that all necessary consents have been obtained to enable the Landlord to enter into this Agreement.

3.3 Pay Outgoings

Pay all taxes, insurance, service charge assessments, impositions and other outgoings in respect of the Property, save for those expressly stated as the Tenant's responsibility in this Agreement, including the following services: no utilities/services.

4 Repair and Maintenance of the Property

4.1 Maintain Property

- (a) Carry out those repairs to the Property the liability for which is imposed upon the Landlord by Section 11 to 16 of the Landlord & Tenant Act 1985 (as amended). This liability obliges the Landlord to repair and keep in good order:
 - (i) the structure of the Property and exterior (including drains gutters and pipes);
 - (ii) certain installations for the supply of water, electricity and gas;
 - (iii) sanitary appliances (including basins, sinks, baths and sanitary conveniences); and (4) appliances for space heating and water heating; but not other fixtures fittings and appliances for making use of the supply of water and electricity.
- (b) This obligation arises only after written notice has been given to the Landlord by the Tenant in accordance with the **Section C Clause 8.19**.

4.2 Maintain Appliances

Put and keep in repair and proper working order the central heating system provided by the Landlord for the use of the Tenant provided that the Tenant shall be responsible for the cost of such repair or replacement if it is necessary as a result of damage sustained through misuse or negligence by the Tenant or his/her family, any visitor or guest. **The Landlord is not obligated to repair/replace white goods and electrical appliances.**

4.3 Burglar Alarm (if applicable)

- (a) Maintain the burglar alarm system (if any is provided to the Property) in proper working order.



- (b) Be responsible for any call out charge or costs for necessary repairs where the burglar alarm system is not working due to misuse or negligence by the Tenant, his/her family, visitor or guest.

4.4 Safety Regulations

The Landlord warrants that:

- (a) Where applicable all upholstered furniture, soft furnishings, beds, bed bases, mattresses (and mattress toppers), pillows, cushions and seat pads supplied to the Property comply with the provisions of The Furniture and Furnishings (Fire) (Safety) Regulations 1988 and The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993.
- (b) All gas appliances within the Property complies with the Gas Safety (Installation & Use) Regulations 1998 and that all gas appliances will be serviced annually in accordance with The Gas Safety (Installation and Use) Regulations 1998.
- (c) A copy of the Gas Safety Check Record will be provided to the Tenant at the start of the Tenancy and within 28 days of the annual check undertaken during the Term.
- (d) All mechanical and electrical equipment in the Property are in good repair and working order and that all electrical equipment supplied to the Property complies with The Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets etc (Safety) Regulations 1994.
- (e) **Include EICR legislation (The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020)**
- (f) The Property is in a habitable condition.

4.5 Smoke Detectors and Carbon Monoxide Detectors

- (a) In accordance with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 the Landlord has provided a smoke alarm on every storey (floor) of the Property on which there is a room used wholly or partly as living accommodation; and a carbon monoxide detector/alarm in any room used wholly or partly as living accommodation which contains a solid fuel burning combustion appliance.
- (b) The Landlord will have the alarms and detectors checked and tested to ensure that they are fully operational at the start of the Term.

Section E: Notices

1 Notices

- 1.1
 - (a) If either party send any document in relation to this Agreement to the other, it shall be deemed to have been validly and sufficiently served delivered to the receiving party's address or last known address:
 - (i) by hand;
 - (ii) by first class post; or
 - (iii) by registered post or recorded delivery
 - (b) Any such notice or document shall be deemed to have been served two (2) working days after the date of posting
 - (c) Where hand delivered or emailed it shall be deemed to have been served on the next working day.
 - (d) Any notice or document to be served on the Tenant may be served by the Landlord or by the Landlord's Agent on behalf of the Landlord.
- 1.2
 - (a) For the purposes of Sections 47 and 48 of the Landlord and Tenant Act 1987 the address of the Landlord is **(rentlondonflat.com's address)**
 - (b) Where this address is in England and Wales notices on the Landlord (including notices in proceedings) may be served to this address.

Section F: Break Clauses and Renewals

1 Break Clause

- 1.1 Should either party wish to terminate the Tenancy, it is agreed that a minimum of {insert number of months} month's advance written notice must be served on the other party and the tenancy must not expire within the first {insert number of months} months of the Tenancy commencement date. In this Tenancy the earliest date either party can give notice will be the {insert date}.
- 1.2 **Should the Tenant invoke Section F Clause 1.1 to terminate the Tenancy early, the Tenant shall bear the cost the Landlord incurs in the Tenant leaving early provided the cost is reasonable.**

2 Renewal Option



- 2.1 Renewal must be agreed prior to the commencement of the last {insert number of months} months of the tenancy.

Section G: Inventory

1 Preparation of the Inventory

- 1.1 The Landlord (or a third party inventory clerk) will provide a fully comprehensive Inventory of Contents and schedule of condition of the Property at the beginning of the Tenancy.

2 Attendance

- 2.1 The Tenant will attend, or appoint a representative to attend, the Inventory Check In.
- 2.2 The Tenant agrees for their photo to be taken during the check-in at the property, as proof that they have attended the inventory check-in.
- 2.3 In the event that the Tenant does not keep a pre-arranged appointment, the Landlord reserves the right to carry out the Inventory Check-in without the Tenant in attendance and send a copy to the Tenant once prepared.
- 2.4 The Tenant will within seven (7) days of the commencement date of the Tenancy respond with any written amendments or notes.
- 2.5 The Inventory (Schedule of Contents) provided under this Tenancy Agreement is recorded as an online photographic inventory which includes necessary utility meter readings.
- 2.6 The Tenant agrees that any damaged items they note shall be photographed and noted at check-in.

Section H: Deposit Deductions

1 Deposit Deductions

The Landlord may make reasonable deductions from the Deposit at the end of the Tenancy for the following purposes:

1.1 Unpaid Rent

To pay any rent which remains unpaid at the end of the Tenancy.

1.2 Failure to give notice of repair

To cover for reasonable costs associated with the Tenant's failure to give notice to the Landlord on any damage, defect, or want of repair of any nature affecting the Property or any of the Contents, whether or not caused by any act, default or neglect of the Tenant, or any invitee of the Tenant, or any burglary or attempted burglary upon the Property.

1.3 Damaged Contents listed in the inventory

Make good any damage to the Property or any of the items listed in the inventory (except for fair wear and tear) caused by the Tenant's failure to comply with Tenant's obligations under this Agreement.

1.4 Replace items missing from the inventory

To replace any items listed in the inventory which are missing from the Property at the end of the Tenancy.

1.5 Failure to put the Property in the condition as during check-in

To pay reasonable cleaning costs incurred by the Landlord to remedy that failure where the Tenant has failed to comply with [Section C Clause 13.3](#) of this Agreement.

1.6 Discontinued Utility

To recover any reconnection charge paid by the Landlord where the Tenant has failed to comply with [Section C Clause 5.2](#).

1.7 Tenant's Household, visitor failure to comply with the Tenant's obligations



To recover reasonable costs for the failure of any Member of the Tenant's Household or visitor comply with the Tenant's obligations as set out in this Agreement.

1.8 For altering or redecorating the Property (without the Landlord's Consent)

To cover reasonable costs incurred by the Landlord in removing or reversing any such addition or alteration or in reinstating the former decorative scheme where the Tenant has made any addition or alteration to the Property or has redecorated the Property without the Landlord's prior written consent (see Section C Clause 8.22).

1.9 For agreeing to contractor appointments but backing out after

To cover for missed contractor appointment penalty fees imposed by the contractor to the Landlord due to the Tenant's fault.

Section I: Miscellaneous

1 Data Protection & Confidentiality

1.1 The personal information of both the Landlord and the Tenant will be retained by the Landlord's Agent in accordance with the terms of the Landlord's Agent's privacy policy ('the Policy') which both parties will have been served with and which is also available to view on the Landlord's Agent's website. In addition to the information provided to the Landlord's Agent about the Tenant in accordance with the Policy, the Tenant agrees that the Tenant's personal information can be forwarded to the Landlord. Such information may have been provided before, during or after the Term. The Landlord thereafter may share details about the following:

- (a) Details of performance of obligations under this Agreement by the Landlord and the Tenant;
- (b) Known addresses/details of the Tenant and any other occupiers;
- (c) Any other relevant information required by the parties listed below.

1.2 This personal information can be shared with the following:

- (a) Utility and water companies;
- (b) The local authority;
- (c) Authorised contractors;
- (d) Credit and reference providers;
- (e) Mortgage lenders;
- (f) Legal advisors;
- (g) Any other interested third party.

1.3 This information can and will be provided without further notice only when the Landlord's Agent is authorised to do so under the Policy.

2 Habitation

2.1 If the Property or part of the Property is destroyed or made uninhabitable by any insured risk, and provided such damage is not as a result of any fault or negligence on the part of the Tenant, his/her family, visitors or guests:

- (a) The Rent will cease to be payable until such time as the Property is reinstated and rendered habitable;
- (b) In the event that the extent of the damage is such that the Property is not made habitable within one month, either party may terminate the Tenancy by giving immediate written notice to the other party.

3 Flood & Water Management (REMOVE THIS CLAUSE)

3.1 Landlords (and their Agents) have a legal obligation to provide the water authority when requested the Tenant's forwarding address following the end of the Term by virtue of Section 45 Flood & Water Management Act 2010.

4 Right to Rent

4.1 (a) All adults named as the Tenant or who reside at the Property as an occupier, whether named in this Agreement or not, must provide a valid passport and visa or work permit to the Landlord or the Landlord's Agent prior to taking



- occupation of the Property either before or during the Term.
- (b) If any person fails to comply, the Landlord may take any necessary legal action to have the person evicted from the Property.

4.2 If any person forming the Tenant or any occupier changes or any additional occupant moves into the Property during the Term, the Tenant agrees to ensure that any new or additional persons complies with the legal requirements of the Right to Rent conditions under the Immigration Act 2014 prior to moving into the Property. This will involve meeting the Landlord or the Landlord's Agent in person to provide valid documents to be checked and copied.

Section J: Variation, Assignment or Novation

1 Variations, Assignments or Novations

- 1.1 No variation, assignments or novations of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto.
- 1.2 In the event a variation, assignment or novation has been agreed in writing and signed by or on behalf of each of the parties on the Tenant's request, the Tenant shall bear the cost of £50.00 to vary, assign or novate this Tenancy.

Section K: Provisions for Re-Entry

1 Provisions for Re-Entry

If at any time:

- 1.1 The Rent, or any part of it, remains unpaid for 14 days after falling due, whether formally demanded or not; or
- 1.2 If any agreement or obligation of the Tenant is not complied with; or
- 1.3 (a) If any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) be made out, The Landlord may give written notice to the Tenant that the Landlord seeks possession of the Property.
(b) If the Tenant does not comply with that Notice, the Landlord may gain possession of the Property by complying with his/her statutory obligations; obtaining a court order; and re-entering the Property with a court approved bailiff. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant's obligations under this Agreement.

1 Confirmation

The Landlord certifies and confirms that:

- 1.1 the information provided is accurate to the best of my/our knowledge and belief and
- 1.2 I/we have given the Tenant the opportunity to sign this document by way of confirmation that the information is accurate to the best of the tenant's knowledge and belief.

Signed by Landlord:

{Landlord Name}



The tenant confirms that:

- (a) I/we have been given the opportunity to read the information provided and;
- (b) I/we sign this document to confirm that the information is accurate to the best of my/our knowledge and belief.
- (c) I/we intend these terms and conditions to be legally binding and equal to a signed written document.

Signed by Tenant(s):

{Tenant Name}

