

# TENANCY AGREEMENT

for letting an unfurnished dwelling-house  
on an assured shorthold tenancy  
under Part I of the Housing Act 1988

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.

Note that any assured tenancy (including a statutory periodic tenancy) commencing on or after 28th 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.

## DEPOSITS

If the landlord takes a deposit, the landlord must, within 30 days from the date of payment, give the tenant and any person who has paid the deposit on the tenant's behalf, certain written information about the way the deposit is protected. See the Housing Act 2004 s 213(5) and the Housing (Tenancy Deposits) (Prescribed Information) Order 2007, S.I. 2007/797. The landlord may not require a deposit which consists of property other than money.

DATE

PARTIES 1. THE Landlord

2. THE Tenant

PROPERTY The dwelling-house at

TERM A fixed term of Twelve months/year(s)  
from (start date)

RENT £ per Calendar Month

PAYABLE in advance by equal Monthly payments on the  
day of each Month

FIRST PAYMENT to be made on (date)

Subject to Housing Benefit which is payable in four weekly arrears

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 I Chapter II of the Housing Act 1988. This means that when the Term expires the Landlord can recover possession as set out in section 21 of that 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 is damaged to such an extent that the Tenant cannot live in it, the Rent will cease to be payable until the Property is rebuilt or repaired so that the Tenant can live there again unless
  - (1) the cause of the damage is something which the Tenant did or failed to do as a result of which the Landlord's insurance policy relating to the Property has become void; and
  - (2) the Landlord had given the Tenant notice of what the policy required

Any dispute about whether this clause applies must be submitted to arbitration under Part I 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) To pay the Rent as set out above
  - (2) (a) To pay any council tax which the Tenant is obliged to pay under the Local Government Finance Act 1992 or any regulations under that Act
  - (b) To pay to the Landlord the amount of any council tax which, while the tenancy continues, the Landlord becomes obliged to pay under that Act or those regulations for any part of the period of the tenancy because the Tenant ceases to live at the Property
  - (c) To pay all other charges of any kind which are now or later come to be charged to the occupier of the Property as such by any body acting under statutory authority in making such a charge

(3) 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

(4) Subject to clause 7 overleaf, 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 7 below) applies, the Landlord has to do any clearance work required in order to keep the drains, gutters and pipes in repair, but does not have to do small jobs which a reasonable tenant would do

(5) To keep the interior of the Property, the internal decorations and the fixtures, fittings and appliances in the Property 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). This clause does not oblige the Tenant to put the Property into better repair than it was in at the beginning of the tenancy

(6) 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

(7) To use the Property as a private dwelling-house only. 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

(8) 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

(9) 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 or which may adversely affect the energy efficiency rating or the environmental impact rating of the Property for the purposes of an energy performance certificate

(10) (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 consent of the Landlord, that consent not to be unreasonably withheld

(11) To give the Landlord a copy of any notice 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

(12) 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

(13) During the last twenty-eight days 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

(14) Not to keep or allow any pets in the property without obtaining the landlords prior permission in writing.

(15) To give the landlord four weeks (28 Days) written notice prior to vacating the property.

## 5. 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

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 a 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 the Tenant's rights under the Protection from Eviction Act 1977.)

6. **THE** Landlord agrees with the Tenant 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:

(1) this clause does not limit any of the rights under this Agreement which the Tenant has agreed to allow the Landlord to exercise;

(2) 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

7. **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.)

8. **WHERE** the context permits —

(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

#### **NOTICE OF LANDLORD'S ADDRESS**

The Landlord notifies the Tenant that the Tenant may serve notices (including notices of 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)

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

**SIGNED** by the above-named

(the Landlord) in the presence of  
(Croydon Council)

}

**SIGNED** by the above-named

(the Tenant) in the presence of  
(Croydon Council)

}

DATED \_\_\_\_\_

and

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**Tenancy Agreement**  
for letting unfurnished dwelling-house at

on an assured shorthold tenancy  
Rent £ \_\_\_\_\_

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Housing Initiatives  
Croydon Council, 3rd Floor, Zone,  
Bernard Weatherill House,  
Mint Walk,  
CR0 1EA

Oyez 7 Spa Road, London SE16 3QQ  
www.oyezforms.co.uk

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