

**This agreement is dated** \_\_\_\_\_

(Insert this date only when all parties have signed the agreement and want it to start.)

### **Explanatory information**

This agreement is a written statement of the terms and obligations of the assured periodic tenancy that you (the tenant) are entering into with us (the landlord). It sets out the legally binding obligations that you and we accept as soon as the agreement is dated above.

We must give you certain information about the tenancy before you enter into the agreement. This information is included in Section A of this agreement. This includes important details about the landlord, the property, the rent and when it should be paid, as well some of our legal obligations.

You should read the agreement carefully before signing. Make sure you want to agree to it all and that it contains everything you need. If you do not understand the agreement or anything in it, you should ask for an explanation before signing. Alternatively, you should consider asking for help from a solicitor, Citizen's Advice, or a Housing Advice Centre.

### **Section A – Main terms of the agreement**

This agreement is between us, the landlord (if there are joint landlords, all must be listed)

and you, the tenant (if there is more than one, you are jointly and severally liable)

We will let out the property at:

to you as well as any furniture, fixtures and fittings and other items referred to in the Inventory and Schedule of Condition.

#### **Tenancy type**

The agreement is for an assured periodic tenancy.

#### **Term**

This agreement creates a single tenancy that starts on \_\_\_\_\_. From this date you are entitled to possession of the property.

The tenancy will continue periodically until you, or we, end the agreement in line with clause 8.0 of this agreement.

#### **Rent**

The initial rent payment of £ \_\_\_\_\_ is to be paid in advance on or before \_\_\_\_\_. This will cover the rental period beginning on the start date of the tenancy.

From \_\_\_\_\_, subsequent rent payments of £ \_\_\_\_\_ must be paid in advance on \_\_\_\_\_ every \_\_\_\_\_. This is the first day of the rental period for which the payment is for. You may pay earlier than this date should you wish to.

Payment must be made in cleared funds to:

If we wish to make a proposal to increase the rent under this tenancy, we must first serve you with notice in accordance with Section 13 of the Housing Act 1988 as amended.

### Permitted occupiers

In addition to you, only the following permitted occupiers are allowed to live in the property

Nobody else is allowed to live in the property without our written permission.

### Shared facilities

We let the property along with any contents listed in the Inventory and Schedule of Condition given to you. You are also entitled to use and access the following shared facilities and common parts while you rent the property:

--

If you are allocated parking it is \_\_\_\_\_.

### Utilities and Council Tax

Responsibility for paying the bills under the tenancy agreement are as follows:

Bills	You are responsible for paying this	Included in the rent	Requires payment to us in addition to the rent	Not applicable to this tenancy
Council Tax				
Gas				
Water				
Electricity				
Phone				
TV licence				
Satellite or cable TV subscription				
Internet				
Payments under a Green Deal Plan				
Other:				

If you are required to make a separate payment to us (in addition to the rent) on account of such bills, then details of which bills require additional payment, when the payment is due, and how much will be due, are set out below. Alternatively, if the amount and frequency of payment is unknown, then the details of how you will be notified of this are set out below instead.

--

Any utility or other bills not mentioned above are your responsibility to pay directly to the supplier and you must ensure you contact the supplier and pay all such bills promptly.

If you are responsible for paying a bill, this includes contacting the local billing authority or the service provider to ensure they know you are liable to pay it.

### Security deposit

You must pay the deposit of £ \_\_\_\_\_ in full to \_\_\_\_\_.

It will be protected in a Government-approved deposit scheme within 30 days of receipt in line with clause 5.0 of the agreement.

### Right to rent

It is a condition of this tenancy that you and anyone living in the property must have a 'right to rent' as set out in Section 22 of the Immigration Act 2014.

## Contact details

If you need to serve any notices on us (including notices in proceedings), or write to us for any other reason, then our address for service in England or Wales is:

--

You may also contact us via:

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

If we need to contact you via email, we will do so at:

Name	Email address

Note that by giving an email address here you indicate that you are willing to have us serve notices and other documents relating to the occupation contract by email.

## Ending the tenancy

If any of you wish to end this tenancy, you must provide us with at least two month's notice in writing. That notice must end on the last day of a rental period.

If we need to end the tenancy then, usually we must do this in accordance with the Housing Act 1988.

This means that, usually, we must first serve a Section 8 notice in the format prescribed by the Government. The notice must include the grounds for possession which we are relying on, and the date on which we may begin possession proceedings if you have not left the property. The date on which we may begin proceedings will depend on the grounds for possession included in the notice.

If you do not leave by the date on the Section 8 notice, then usually we must obtain a possession order through the courts and, if necessary, enforce that order via a bailiff or High Court Enforcement Officer to end the tenancy.

For further information on how you or we may end a tenancy, see clauses 7.0 and 8.0 of this agreement.

## Unfitness and disrepair

There are implied terms in this tenancy which require us to:

- Ensure that the property is fit for human habitation at the outset and during the tenancy, to the extent required by Section 9a of the Landlord and Tenant Act 1985; and
- To the extent that is required by Section 11 of the Landlord and Tenant Act 1985, keep in repair the property's structure and exterior (including any drains, gutters and external pipes), and keep in repair and working order the installations for the supply of electricity, gas, water, space heating, and sanitation (including sinks, basins, toilets, showers and baths).

Neither of these implied terms impose an obligation on us to act where:

- The property is destroyed.
- The item in disrepair belongs to you.
- The unfitness or the disrepair is caused by you breaching a term of this tenancy agreement.
- The unfitness or disrepair is caused by you failing to act in a 'tenant-like manner'.

Please note that we are only responsible for addressing unfitness or disrepair if we are aware of it. You must notify us promptly of any defects so we can address them.

## **Gas and electrical safety**

We must ensure that any gas supply and appliances we supply comply with the Gas Safety (Installation and Use) Regulations 1998 (as amended). This obliges us to:

- Ensure that any gas fittings and flues that serve the gas fittings are maintained in a safe condition.
- Ensure that each appliance and flue is checked at regular intervals by an approved person.
- To obtain a report from that inspection and provide a copy to you.

We must ensure that the property's electrical installations comply with the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 (as amended). This obliges us to do the following:

- Ensure that the electrical safety standards are met when the property is occupied;
- Ensure electrical installations are inspected and tested every five years (or earlier if required by the last electrical safety report) by a qualified person.
- Obtain a report from the inspection (which covers the results and the date for the next inspection) and provide a copy to you.

## **Pets**

In accordance with Section 16A of the Housing Act 1988, you may request consent to keep a pet at the property during this tenancy. For information on how to make a request, and our obligations to respond, see clause 9.0 of this agreement.

## **Section 190 of the Equality Act**

Where Section 190 of the Equality Act 2010 applies, a landlord may not unreasonably withhold consent for a tenant's application to make an improvement to premises where a disabled person occupies or intends to occupy the premises as their only or main home, and the improvement is likely to facilitate the disabled person's enjoyment of the premises, having regard to their disability.

The rights and obligations conferred by section 190 of the Equality Act 2010 do not apply in so far as provision of a like nature is made by this tenancy agreement.

For further information on making a request see clause 10.0 of this agreement.

## **Prior notice requirements**

We hereby give you notice that, where we have a superior lease with a fixed term of more than 21 years, we or the superior landlord may repossess the property under Grounds 2ZB or 2ZD of Schedule 2 of Housing Act 1988 if the conditions for those grounds are met.

## Section B – Definitions

"*agent*" means a company or person we have engaged to manage the property on our behalf, or anyone who later takes over our agent's rights and obligations.

"*contents*" means anything we provide as stated in the Inventory. This includes white goods, furniture, cutlery, utensils, implements, tools, equipment, and the fixtures and fittings.

"*disabled person*" has the same meaning as set out in Section 6(2) of the Equality Act 2010.

"*emergency*" means where there is a risk to life or damage to the fabric of the property or the contents.

"*fixtures and fittings*" includes references to any fixtures, fittings, furnishings, effects, and floor, ceiling and wall coverings.

"*house in multiple occupation/HMO*" means that the property is let to a group of three or more people where at least two of them are unrelated.

"*Inventory and Schedule of Condition*" is a summary of the condition of the property or contents and usually includes a description of any faults, damage or missing items.

"*jointly and severally liable*" means that if there are two or more tenants, you are each responsible for complying with the agreement's obligations together and individually. We are free to seek to enforce these obligations or claim damages of any amount against one or more of you.

"*landlord*" includes anyone entitled to possession of the property when the agreement ends, as well as their successors in title or assignees.

"*permitted occupier*" means a person who is neither a tenant nor any other party to the tenancy. They have no rights to the property but we have granted them permission to occupy it as a guest for a time during this tenancy.

"*property*" means the self-contained flat or house in which the property is located. It also includes any part or parts of the property's boundaries, fences, garden and outbuildings that we own unless we have specifically excluded them from the agreement. To avoid doubt, if obligations refer to the property they also refer to the property.

"*superior lease*" sets out the promises we have made to our superior landlord. You are also bound by these promises if you have prior knowledge of them. The superior landlord is the person who owns the interest in the property or some larger building that the property sits within, giving them the right to possession of the property at the end of our lease.

"*tenancy*" means the time between the start and the termination of the agreement plus any addendum to it.

"*tenant*" means anyone entitled to possession of the property for the duration of the tenancy.

"*us*", "*our*" and "*we*" mean the landlord, and in the case of joint landlords, at least one of them.

"*working day*" does not include Saturdays, Sundays and bank holidays.

"*you*" and "*your*" mean the tenant.

## Section C – Terms and conditions

We let the property with the contents to you for the tenancy on the letting terms in this agreement plus any addendum to it.

### 1.0 General terms

- 1.1 If there is more than one tenant, you are all jointly and severally liable for the obligations in the agreement.
- 1.2 You must make reasonable efforts to ensure that no-one in your household or any visitor to the property breaches the terms of the agreement.
- 1.3 If we have given you a copy of a superior lease setting out our promises to our superior landlord, you agree that you will also be bound by these promises, except for any payments we are responsible for making under the superior lease.

### 2.0 You must:

#### Rent and other payments

- 2.1 Pay the rent on the days and in the way we have agreed.
- 2.2 Pay the charges for Council Tax (or any similar charge that replaces it) and utilities and other relevant suppliers that you are responsible for under this agreement.
- 2.3 Pay us all losses, fees, damages, costs and expenses we incur on an indemnity basis:
  - in recovering from you any rent and any other money that is in arrears;
  - for the service of any notice regarding your breach of any of your obligations under the agreement whether or not the notice results in court proceedings;
  - for the cost of any bank or other charges if any cheque you have written is dishonoured or if any standing order or any other payment method is withdrawn by your bank;
  - as a result of any of your breaches of the agreement or in enforcing any provision of the agreement, including those about seeking possession of the property;
  - in the recovery of possession of the property.
- 2.4 Pay interest at 3% above the Bank of England base rate on any rent or other money due under the agreement that is more than 14 days in arrears from the due date to the payment date.
- 2.5 Notify us promptly if you start receiving Universal Credit, as well as any delays in receiving payment of your Universal Credit entitlement.

#### Utilities

- 2.6 Inform us if you change supplier where you are responsible for paying a utility.
- 2.7 Not change the supplier where we are responsible for paying a utility.
- 2.8 Not change the utility meters for the property without our written permission (which we will not unreasonably withhold). If you do, we have the right to require you to return the meter to its original state at the end of the tenancy at your cost.

#### Use of the property

- 2.9 Occupy the property as your only or main home and behave in a tenant-like manner.
- 2.10 Take reasonable care of the property and any common parts.
- 2.11 Take all reasonable steps not to block or cause a blockage to the drains and pipes, gutters and channels in or on the property. This includes following any reasonable instructions or guidance we provide on this matter.
- 2.12 Take all reasonable precautions to prevent condensation and mould growth by keeping the property adequately ventilated and heated. This includes following any reasonable instructions we provide on this matter.

- 2.13 Take all reasonable precautions to prevent frost damage to any pipes or other installations in the property. This includes following any reasonable instructions we provide on this matter.
- 2.14 Arrange suitable contents insurance for your own belongings. We have no liability to insure anything belonging to you.
- 2.15 Notify us of any damage that you have done deliberately or that was caused by the neglect or carelessness of you or anyone else living in or visiting the property. You must also repair this damage if we request it.

If we give you written notice to repair such damage, you agree to do the work within one month of the date of the notice. This includes repairing damage caused in this way to the property, fixtures and fittings, contents and, if it applies, to the building in which the property is located and any common parts.

- 2.16 Only park in the space allocated to you in this agreement.
- 2.17 Not use your allocated parking space for any purpose except storing a private motor car or motor bike without our written permission.
- 2.18 Not take a lodger or assign, sublet, part with or transfer to another person possession of the property, or any part of it, without our written permission. If you do (even if we have given permission), you will be legally responsible for carrying out a fully compliant 'right to rent check' as set out in Section 22 of the Immigration Act 2014 on any sub-tenants or other people living in the property.
- 2.19 Not use the property as anything other than a private home. However, you may work at home as long as (a) you do not use the property to run a business and your home-working is purely incidental to using the property as your private home; and (b) this use is not forbidden by the superior lease.
- 2.20 Not harass or act in an antisocial way to, or pursue a course of antisocial conduct against, any person in the neighbourhood. Such people include residents, visitors, us, and our agents and contractors.

In particular, you must not:

- make excessive noise;
  - fail to control pets properly or allow them to foul or cause damage to other people's belongings;
  - allow other occupiers or visitors to the property (including children) to cause a nuisance;
  - use the property or allow it to be used for illegal or immoral purposes;
  - vandalise or damage the property or any part of the property's common parts or the neighbourhood;
  - leave rubbish and recycling in unauthorised places or at inappropriate times;
  - harass, threaten or assault any other tenant, member of their household, visitors, neighbours, us, our family members, our employees, our agent, or any other person or people in the property or neighbourhood for any reason. This includes behaviour due to that person's race, colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;
  - use or carry offensive weapons;
  - use, sell, cultivate or supply unlawful drugs or sell alcohol; and
  - store at or bring into the property any type of firearm or firearm ammunition including any replica or decommissioned firearms.
- 2.21 Not bring into the property any furniture, electrical equipment or other items that might be a hazard or cause damage or injury to the property or its other occupants.
- 2.22 If you are students, inform us immediately if you leave your course of study or intend to do so in the near future.
- 2.23 Not bring into the property any dangerous or flammable goods, materials or substances apart from those needed for general household use; or store any heating fuel, paraffin, bottled gas or other gaseous fuel without our written permission.

- 2.24 Not smoke tobacco or any other substance, including vapes, in the property without our written permission. To avoid doubt, we do not regard nicotine staining as fair wear and tear. It is strictly prohibited to smoke tobacco or any other substance in the property's common parts.
- 2.25 Not put any damaging oil, grease or other harmful or corrosive substance into the washing or sanitary appliances or drains.
- 2.26 Not damage any of the property's common parts.
- 2.27 Not obstruct the fire escape or any of the property's common parts. We or our agent may remove any obstructions.
- 2.28 Not allow children to play on the fire escapes or in any of the property's common parts.
- 2.29 Not do anything that would lead the property to require licensing by a local authority if it is not already so licensed, or that would lead to the breach of a condition of such a licence or a statutory obligation associated with it.

### **Leaving the property empty**

- 2.30 Lock all the doors and windows and switch on any burglar alarm whenever you leave the property unattended.
- 2.31 Tell us if the property is going to be empty for more than seven days in a row.
- 2.32 Flush through any water systems after any period when you leave the property unoccupied by running all taps and showers.
- 2.33 Not leave the property empty for more than 28 days in any circumstances.

### **Condition of the property**

- 2.34 Keep the inside of the property and the property's common parts (including the fixtures and fittings and the contents) in the same condition, cleanliness, repair and decoration as at the start of the tenancy (except for fair wear and tear); and to do those jobs that you would reasonably be expected to do including the cleaning of any sanitary appliances, shower wastes and windows as often as necessary.
- 2.35 Notify us as soon as reasonably possible of any defect in the property that comes to your attention.
- 2.36 Replace any light bulbs, fluorescent tubes and batteries promptly and when necessary.
- 2.37 Keep the exterior free from rubbish and recycling and place all rubbish and recycling containers in the allocated space for collection on the collection day. Rubbish and recycling containers should be returned to their normal storage places as soon as possible after the collection.
- 2.38 Take proper care of any shared facilities and clean them as appropriate after use.
- 2.39 Keep the garden tidy and cut any grass regularly, but you do not have to improve the garden.
- 2.40 Inspect any smoke or carbon-monoxide alarms in the property regularly, replacing any batteries if necessary.
- 2.41 Tell us as soon as possible if a fault arises in the smoke or carbon-monoxide alarms.
- 2.42 Not remove any of the contents from the property without our written permission (which we will not unreasonably withhold).
- 2.43 Not damage the property, the fixtures and fittings, the contents or the electric, gas, or plumbing system.

### **Letters and notices**

- 2.44 Forward any notice, order, proposal or legal proceedings affecting the property or its boundaries to us promptly on receiving them.
- 2.45 Forward to us all correspondence addressed to the landlord at the property within a reasonable time.

### **Access to the property**

- 2.46 Allow us, our agent or our contractors to come into the property at all reasonable hours of the day to inspect its condition, identify and perform any necessary repairs or improvements, ensure the property is fit for human habitation, or perform any other obligations that we must do by law. We will give you at least 24 hours' written notice if we are going to enter the property.
- 2.47 Let us enter the property immediately in an emergency.
- 2.48 Allow possible new tenants, valuers and buyers access to the property (on at least 24 hours' written notice) during the tenancy.

### **Key and alarm codes**

- 2.49 Permit us and our agent to hold a set of keys or any other security devices necessary to enter the property in an emergency.
- 2.50 Not change the alarm codes or door locks or have any duplicate keys cut without our written permission. If you lose your keys or other security devices needed to access the property, you are liable to meet our reasonable costs for replacement. This includes the cost of fitting any new locks that are needed.

### **Occupier's liability**

- 2.51 Verify the suitability of the property for you and members of your household including any gardens, fences, ponds or outbuildings, especially regarding the safety of pets and young children.
- 2.52 Take reasonable steps to protect guests and other visitors (especially children) from any hazards at the property, for example ponds, swimming pools, fences and electric gates.

### **Electric vehicles**

- 2.53 Not store or charge an E-bike or E-scooter in the property or any of the shared facilities, or permit any guests or visitors to do so without the prior written consent of the landlord which will not be unreasonably withheld.
- 2.54 Not install or modify any charging points or stations for electric vehicles without the prior written permission of the landlord which will not be unreasonably withheld.

### **3.0 We agree to:**

- 3.1 Allow you to quietly possess and enjoy the property during the tenancy without interruption from us.
- 3.2 Pay all assessments and outgoings regarding the property that are our responsibility.
- 3.3 Ensure that any furniture and equipment we supply comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).
- 3.4 Keep in repair all mechanical and electrical appliances that form part of the contents (unless specifically excluded), unless the fault or failure is due to your act or failure to act.
- 3.5 Pay the council tax, utilities, service charges and any ground rent we are responsible for as specified in this agreement.
- 3.6 Keep the property insured against fire and other usual comprehensive risks as long as insurance cover is available on reasonable terms.
- 3.7 Ensure that the property is compliant with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 at the start of the tenancy.

## 4.0 At the end of the tenancy

4.1 At the end of the tenancy you agree to:

- give up the property with full vacant possession;
- give up the property, the contents and our fixtures and fittings in as good a condition as at the start of the tenancy (apart from fair wear and tear) and free from rubbish;
- allow us or our agent to enter the property with a surveyor to do an inspection;
- leave the contents in the same position they were in at the start of the tenancy;
- return to us all sets of keys and other security devices and pay the reasonable costs of having replacement locks or other security devices fitted if not;
- remove all personal belongings including food and other perishable items; and
- give us or our agent a forwarding address at the end of the tenancy for easy administration and communication between the parties, including easy return of the deposit.

4.2 You agree to allow us to erect a 'to let' or 'for sale' sign at the property during the tenancy's last two months.

4.3 At the end of the tenancy, you will be invited to a check-out inspection at a mutually agreed time to assess the property's condition compared to the original Inventory and Schedule of Condition. If you fail to keep to this appointment, then you agree to pay us or our agent any costs incurred in arranging a second check-out appointment. If you do not keep the second appointment, any assessment of the property's condition by us or our agent will be final and binding.

4.4 We will remove, store, sell or otherwise get rid of any furniture or goods that you do not remove from the property at the end of the tenancy. Normally we will store your furniture or goods for at least 14 days after the tenancy ends. However, we may dispose of any perishable, harmful or unpleasant items and any items that reasonably appear to us to be waste or refuse without having to store them. We may dispose of other items that have to be stored after this 14-day period if we reasonably think they are not worth selling because they are of little or no value (taking into account the likely costs and the practicalities of a sale). We will not sell or get rid of remaining items without first contacting you to notify you, or if we cannot do so after taking reasonable steps to try to contact you. You are responsible for any reasonable costs we may have because of this. Likewise, we may make reasonable charges for storage. We are entitled to take the costs for storage from any money made from selling furniture or goods.

## 5.0 The deposit

5.1 The deposit will be held by \_\_\_\_\_.

5.2 The deposit will be protected in a Government-approved tenancy deposit scheme, namely \_\_\_\_\_.

We can transfer the deposit to another Government-approved tenancy deposit scheme or change the person who holds the deposit (unless it has been paid into a Government-approved custodial tenancy deposit scheme). If we do this, we will inform you in writing.

5.3 You will only receive interest on the deposit if it is paid into a custodial tenancy deposit scheme. If that happens, you will receive any interest that may be due under the scheme's terms and conditions.

5.4 You will get back the deposit when this agreement ends and you leave the property, as long as you have kept to all the conditions of this agreement. If you do not do so, we may take from your deposit:

- any rent or other money due or payable by you under the agreement which remains unpaid after the tenancy ends;
- the reasonable costs of compensating us for, or for rectifying or remedying, any breach by you of your obligations under the agreement, including those on the cleaning of the property or its fixtures and fittings and the removal or storage of any goods that you leave behind when the tenancy ends;
- any costs or damages awarded to us by order of the court in any proceedings we have brought against you;
- any unpaid bills or charges for electricity, gas, phone, water, communication services and Council Tax incurred at the property that you are responsible for paying under the agreement if we have incurred a loss because you have not paid;
- any damage or compensation for damage to the property or its fixtures and fittings or for missing items for which you may be liable, subject to an allowance for fair wear and tear, the age and condition of any such item at the start of the tenancy, and any repairs that are our responsibility.

5.5 If the deposit is not enough, you must pay us the amount needed to cover all costs, charges and expenses properly due.

5.6 If you are all content to appoint a lead tenant to manage the deposit, \_\_\_\_\_ is chosen to deal with the deposit on your behalf (jointly and severally) and on behalf of anyone who is not a tenant who paid towards the deposit. As soon as is practicable after the tenancy ends, we will return any deposit (less any agreed deductions or money still in dispute) directly to the lead tenant to be allocated as they see fit.

If no lead tenant is agreed, then as soon as is practicable after the end of the tenancy, we will return the deposit less any agreed deductions or money still in dispute. A share of the deposit will go to each tenant or person paying towards the deposit individually. This share will be based on the amount of the deposit each of them paid at the start of the tenancy, less a share of any agreed deductions or money still in dispute.

5.7 If someone who is not a tenant has paid towards the deposit, you must provide their name and address below. Otherwise, you confirm that the only people who have paid towards the deposit are tenants.

Name	Email address

## 6.0 Effect of termination

6.1 Termination of this agreement ends the tenancy but does not release you from any outstanding obligations or from any obligation that you breached before termination.

## 7.0 Serving notices and other prescribed information

7.1 If we serve any notices or documents on you, including any as required or permitted under this agreement or any that the law tells us we must or may give, such notice or document shall be deemed served as set out in clause 7.3.

7.2 You agree that we may serve any notices or other documents via email to the email address(es) you gave on page 3 of this agreement.

7.3 Any notices sent in line with clause 7.0 will be deemed served:

- in the case of first-class post, two working days after posting;
- in the case of email sent before 4.30pm on a working day, at the time of leaving the sender's outbox, otherwise on the next working day;
- if the notice is left at the property before 4.30pm on a working day, on the same day, otherwise on the next working day.

## **8.0 Ending the tenancy**

- 8.1 If the tenancy is, at the time, an assured tenancy, we have the right to recover possession of the property by lawful means if any of the grounds listed in Schedule 2 of the Housing Act 1988 apply (these include not paying rent, intending to sell the property, breaking a term of the tenancy and causing a nuisance or annoyance);
- 8.2 If the tenancy is not at that time an assured tenancy, we may recover possession via forfeiture and re-entry where:
- the rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;
  - You are declared bankrupt; or
  - You breach any term of this tenancy agreement.

This clause does not affect your rights under the Protection from Eviction Act 1977.

- 8.3 You may bring the tenancy to an end by providing us notice that you intend to vacate the property. The notice must be served in writing to us. You may provide this notice to the address or email address for service of these notices set out on page 3 of this agreement.
- 8.4 For the tenant's notice to be valid, it must provide at least two months' notice and must expire on the last day of a tenancy period. Any one tenant may serve notice to terminate the tenancy for all joint tenants.
- For the avoidance of doubt, if a notice is invalid then the landlord is not required to accept the notice and may continue to require you to meet your ongoing obligations under this tenancy, including the payment of rent.
- 8.5 Once notice is validly served it may only be withdrawn if the landlord and all joint tenants agree in writing to the withdrawal.

## **9.0 Pets**

- 9.1 You may request consent to keep a pet at the property during this tenancy. This request must be made in writing and we will not unreasonably refuse to provide this consent.
- 9.2 Any requests in writing must include a description of the pet for which consent is sought. This description must include:
- the number of pets you are requesting to keep at the property,
  - the type of animal,
  - a photograph of the pet,
  - their name,
  - the age of the pet, and
  - how you intend to look after the pet.

Where appropriate this description should also include the breed of the pet, whether they are on the exemptions register for dangerous dogs, whether the pet is house trained, and evidence of their vaccinations, insurance and flea treatment.

- 9.3 Any requests in writing will be responded to within 28 days unless we both agree to extend beyond this time. We may request further information at this time, rather than providing or refusing consent.
- 9.4 If we respond with a request for further information, or we have sought the consent of a superior landlord, within 28 days of the initial request, then we are not obliged to refuse or provide consent to a pet until seven days after you provide further information, or the superior landlord responds to our request.
- 9.5 You may not keep any pets in the property without first seeking our permission in writing.
- 9.6 If consent is granted, then we may set reasonable conditions for the behaviour of the pet while it resides in the property. These conditions will be provided to you in writing and form a pet behaviour policy. If either you, or the pet, fails to adhere to the terms of this pet behaviour policy then it will be considered a breach of this tenancy agreement.

**10.0 Adaptations and improvements**

- 10.1 You must not make any alteration or addition to the property, its fixtures or fittings, or the electric, gas or plumbing system or decorate or change the style or colour of the internal or external decoration, or erect or install any aerial, satellite dish or cable television without seeking our written permission (which we will not unreasonably withhold).
- 10.2 Any request for adaptations, additions or services under the Equality Act 2010 must be made in writing to us. We may not unreasonably withhold consent to these requests where:
  - A disabled person occupies or intends to occupy the property as their main home and
  - The request is likely to facilitate the disabled person’s enjoyment of the premises.
- 10.3 If we refuse consent to a written request, we will respond in writing setting out reasons for refusal.
- 10.4 If we grant permission for an adaptation or alteration, then we may set reasonable conditions for the making of a relevant improvement. If you do not keep to the terms of these reasonable conditions, then it will be treated as a breach of the tenancy.

**Signed as an agreement**

Between us, the landlord

Signature \_\_\_\_\_

Name of \_\_\_\_\_  
signatory

Date \_\_\_\_\_

And you, the tenant

Name	Signature	Date