

AGREEMENT
For letting furnished dwelling house on a
Common Law Tenancy

This Agreement is made on:

THE DATE OF: «AgreementCommence»

Between:

THE LANDLORD: «LandlordName»
 «LandlordAddress1»
 «LandlordAddress2»
 «LandlordAddress3»
 «LandlordAddress4»
 «LandlordAddress5»
 «LandlordNumber1» / «LandlordNumber2»

And:

THE TENANTS: «TenantNames»

The Dwelling-house situated at and being:

«DwellingAddress»,

Together with the Fixtures, Furniture and Effects therein and more particularly specified in the Inventory thereof signed by the parties, a term of:

«AgreementLength» months from «AgreementCommence» to «AgreementEnd»

Rent of:

£«RentAmountNumber» («RentAmountWords») per calendar month subject nevertheless as hereinafter provided, payable in advance by equal «RentPer» payments on the «RentPayDate» day of every month.

First payment to be made on «AgreementCommence».

WHEREBY IT IS AGREED THAT:**THE TENANT covenants with the Landlord all sections as follows: -****1. GENERAL.**

- 1.1.** The Landlord lets and the Tenant(s) takes the Property for the Term at the rent payable as above. This agreement is intended to create a Common Law Tenancy; as under the Housing Act 1988 tenancies whereby the proportional monthly rent is more than £2083.33 per month must operate under the common law rules of a common law tenancy.
- 1.2.** All obligations under this agreement are joint and several i.e. each Tenant assumes full responsibility for complying with the Tenant's obligations under this Agreement both individually and together (unless otherwise stated in special conditions page 8). Any Tenant(s) who want to leave the Property during the Tenancy will be responsible for finding a replacement Tenant and for notifying the Landlord of any proposed arrangement before it is finalised (also see clause 8.7 for related possible termination clauses). In this situation, the original Tenant(s) remain separately liable for the whole rent until a replacement Tenant has been mutually agreed and approved by the Landlord, thereafter the new Tenant will be taken to have assumed the rights of and obligations of the Tenant replaced for the remainder of the term granted.

2. MAINTENANCE.

- 2.1.** A full inspection of the Property is to be made by the Tenant(s) listing any damages or items missing onto an Inventory which is provided by the Landlord if requested by the Tenant(s). The Inventory must be compiled and brought to the attention of the Landlord within the first 7 days of the Tenancy Agreement commencement date, to avoid any end of Tenancy disputes.
- 2.2.** The Inventory is required to be signed by all Tenants (or on behalf of Tenants that have not signed) within 7 days of the tenancy start date. If the Inventory has not been signed by at least one Tenant, dated & returned to the Landlord, then the Landlord reserves the right to assume the Tenant(s) are satisfied with the contents of the Inventory.
- 2.3.** Please contact the Landlord to arrange an appointment, should you need to discuss any maintenance issues (**strongly recommended**). This is to enable any situations or difficulties to be rectified and to give the Landlord an appropriate amount of time agreed with the Tenant(s) to improve the Property.
- 2.4.** To give the Landlord immediate written and verbal notice of any damage or destruction or loss happening to the Property or contents whether by fire or any other cause whatsoever, and should repairs become necessary for which it is not the responsibility of the Tenant(s) to attend to under the provisions of this Agreement, immediate authorisation for the Landlord or subcontractors (subcontractors authorised by the Landlord) to enter the Property is granted:
- The Tenant(s) shall immediately notify the Landlord of the same both verbally & in writing.
 - Under no circumstances shall the Tenant(s) arrange or give instructions for any repairs to be carried out except at the written request of the Landlord and the Tenant(s) shall be responsible for the cost of any repair carried out in breach of this provision. **The Tenant(s) will be held responsible for any damage becoming worse, resulting from the Tenant(s) not reporting the damage (when knowing the damage was first caused).**

3. RENT & DEPOSIT.

- 3.1.** To pay the rent at all times on the day and in the manner described before and by calendar monthly.
- 3.2.** To pay to the Landlord a deposit being the sum of **£DepositAmount** to be held as security against the Tenant's liabilities. If the Tenant(s) are unable to provide a guarantor covenant and/or suitable references, then the Landlord may request a greater Deposit.
- 3.3.** The Deposit is to be held in a designated account without interest payable, and is held on account of any damage dilapidation or injury to the Property or Fixtures and Fittings caused by the Tenant(s), their family or visitors and on account of any other liability on the part of the Tenant(s) under the provisions of this Agreement.
- 3.4.** The Tenant(s) agree that the Deposit shall be applied in the payment of any sums payable by the Tenant(s) under this Agreement, which otherwise remain unpaid at the end of this term (whether it has been determined by affliction of time or otherwise).
- 3.5.** Deposits cannot be used to cover rental arrears/or pay rent at any time during this Tenancy.
- 3.6.** Any dispute with reference to the provisions of this Tenancy Agreement may be determined by a single arbitrator in accordance with the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force.

4. ARREARS & CHARGES.

- 4.1. The Tenant(s) will pay a penalty charge of **4% above the base rate of the Bank of England** on any rent in arrears from the date upon such rent was due to be paid to the date it is actually received.
- 4.2. Provided that the rent or any instalment or part thereof shall be in arrears for at least fourteen days the same shall have become due (whether legally demanded or not) or if there shall be a breach of any of the agreements by the Tenant(s), the Landlord may re-enter on the Property (subject always to statutory restrictions on their power to do so) and immediately thereupon the Tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord.

5. OBLIGATIONS TO UTILITIES.

- 5.1. To record on the Inventory all meter readings at the beginning of the Tenancy and to inform the necessary utility companies of change of occupier, **should the rent exclude bills.**
- 5.2. To inform the Local Authority of change of occupier and to provide all requested information of all Tenants named on this Agreement, **should the rent be exclusive of Council Tax.**
- 5.3. To pay all rates, duties, assessments, impositions and outgoings which now or shall at any time during the term or any period of statutory continuation be rated, imposed, assessed or charged upon or in respect of the Property or any part of it, or upon the owner or occupier of the Property or any part of it and without prejudice to the generality of the foregoing to pay all the community charges imposed or charged in respect of the occupiers of the Property **(this clause is non-applicable if the aforementioned charge(s) is inclusive of rent and stated on page 1).**
- 5.4. To pay the amount of the water rate and other statutory charges relating to the supply of the water to the Property and/or sewage and drainage facilities as levied from time to time **(this clause is non-applicable if the aforementioned charge(s) is inclusive of rent and stated on page 1).**
- 5.5. To pay all charges in respect of the water gas and electric current which shall be consumed or supplied on or to the Property and all charges in respect of any British Telecommunications or other telecom providers during the term or any period of the statutory continuation **(this clause is non-applicable if the aforementioned charge(s) is inclusive of rent and stated on page 1).**
- 5.6. Tenants must not at any time apply to British Telecom or other telecom providers for the transfer of the telephone number to any other premises or for disconnection of the service, and will pay to the Landlord all costs incurred in the re-connection of the telephone service following disconnection caused by the fault of the Tenant.

6. TENANTS UPKEEP OBLIGATIONS.

- 6.1. To keep the interior of the Property including the gas fires (if any) and the glass in the window frames, door and door frames in good repair and condition and clean (fair wear and tear excepted) and immediately to replace all broken glass (where Tenants are liable), defective tap washers, electric light bulbs and fires.
- 6.2. To keep the contents in good repair and condition and to preserve them and the common parts from being destroyed or damaged and (in the case of the contents and as appropriate) to make good pay for repair or replace with articles of similar kind and of equal value such of the contents which are removed, destroyed, lost, broken or damaged during the term (fair wear and tear excepted).
- 6.3. The property must be hygienically maintained in a clean and tidy tenant-like manner and that all items of refuse, including kitchen waste, newspapers and bottles are removed from the property and disposed of on a regular basis either at the personal cost of the Tenants or through use of general services provided by the local council.
- 6.4. The Tenant(s) and/or his visitors are not permitted to smoke inside the property. If smoking has occurred and damage has been sustained to the interior of the property or its contents, the Tenant(s) is liable for the costs incurred by the Landlord in having any discoloured ceilings, walls, skirting boards, doors, etc. professionally redecorated or any curtains, furnishings, upholstery, carpets, etc. professionally cleaned or replaced.
- 6.5. Not to bring into the Property any additional furniture without the written consent of the Landlord (such consent not to be unreasonably withheld or delayed) and to leave the contents at the end or sooner determination of the term in the rooms and places in which they were at the beginning of the term and not to remove the contents or any substituted contents from the Property.
- 6.6. Not to bring upon nor keep in the Property any stove, paraffin or calor gas heater or any item or substance of any especially flammable nature nor any offensive goods provisions nor materials.
- 6.7. Not to keep any animals, birds or pets on the Property (whether domestic or otherwise) without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed).
- 6.8. To pay for the washing (including ironing or pressing) of all linens and for the washing and cleaning (including ironing and pressing) of all counterpanes, blankets, toilet covers, carpets, upholstery, curtains and similar articles, which are or have been soiled during the term.

- 6.9. To keep clean, open and in good working order and free from obstruction all baths, sinks, taps, lavatories, cistern drains, waste and other pipes (sanitary ware and pipes) and gullies/gutters on or serving the Property and to indemnify the Landlord from and against all damage accessioned through any breach of this obligation or through leakage or overflow from any of the sanitary ware and pipes including damage caused by freezing (whereby such damage has accessioned through Tenant(s) negligence).
 - 6.10. The Tenant(s) are responsible for the maintenance of the smoke alarm and for replacing the batteries every quarter (if applicable). The Tenant(s) will be held liable if the alarm has been removed or damaged, or if the Tenant(s) have removed the batteries and there is subsequent fire at the Property.
 - 6.11. Not to stop or darken or obstruct any windows or lights belonging to the Property and (if required) to clean the windows at least every six weeks.
 - 6.12. The gardens or grounds to the Property are to be maintained by the Tenant(s) and to be kept free of weeds at all times, (unless stated as Landlord's responsibility in special conditions page 8). If the garden is not maintained regularly a Gardener shall be employed & Tenants will be liable for the payment. (Tools may need to be hired if they are not at the Property).
 - 6.13. Not to alter the layout or the arrangements of the garden or open land being part of the Property. All refuse is to be safely disposed of each week and ready for collection on the appropriate day.
 - 6.14. To permit the Landlord and any persons authorised by the Landlord with or without equipment at all reasonable times upon 24 hours written/or verbal notice except in cases of emergency (emergency is where entry may be gained by forced entry (or master keys used if available)) to enter the Property to: Carry out any necessary maintenance, repairs or alterations and/or to view the condition and state of repair of the Property and the contents.
 - 6.15. Not to alter the structure of the Property (including the erection of shelving) or carry out any redecoration at the Property or any part of it without the prior written approval from the Landlord who in return will grant any authorisation in writing (pending the Landlord's agreement). Not to cause damage to the walls or decoration by hanging posters, pictures, blue tak, glue, sellotape or their equivalents but to use only mapping pins (or similar). If any marks on the ceilings/walls/woodwork etc. have been caused by the Tenant(s) breach of the aforementioned; Tenants are advised to have the whole room re-decorated.
 - 6.16. Not to carry out on the Property any profession, trade or business nor let or receive any paying guests on the Property or place or exhibit any notice board or notice on the Property or use it for any other purpose than that of a private dwelling.
 - 6.17. Not to do or suffer to be done on the Property anything which may be or become a nuisance or annoyance to the Landlord or the Tenants or Occupiers of any adjoining premises and to ensure that no disturbance or inconvenience is caused to neighbours by any form of anti social behaviour and to keep noise to a minimum, particularly at night. The Tenant(s) agree not to cause/or be a nuisance in any reasonable manner.
 - 6.18. To take reasonable steps to ensure that no damage is caused to the Property during cold weather (especially winter) as a result of burst pipes. When the Property is left unoccupied for a lengthy period for example, during the winter and Christmas vacation, it is suggested that:
 - a) The Landlord is informed in writing confirming the period the Property will be unoccupied.
 - b) If there is a central heating system, that it is left on, timed to switch on twice a day.
 - 6.19. To take all reasonable measures to ensure the prevention of condensation build up within the property (which may lead to mould and mildew build up) such as allowing adequate ventilation of the property at all times by opening windows on a regular basis and ensuring any wall/ceiling vents are unobstructed. Tenants are advised to refer to www.birmingham.gov.uk/housing for further information and best advice.
- 7. KEYS & SECURITY.**
- 7.1. Not to change the locks of the Property nor have extra keys made without the Landlord's prior written consent.
 - 7.2. To ensure the Property is protected at all times by activating any security alarms and locking all windows and doors at night and when leaving the Property and to set the security alarm (if applicable).
 - 7.3. The Tenant(s) must not change the security alarm code (if applicable) without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed).
 - 7.4. The Tenant must promptly inform the police or other authority and the Landlord as soon as possible of any fire, theft, loss or related damage to the Property or Fixtures and Fittings.
 - 7.5. In the case of a burglary or break in, the Tenant(s) are authorised to carry out any reasonable necessary emergency work (such as boarding up or locksmith services) to secure the Property temporarily to prevent casual re-entry.

- 7.6. The Tenant must return to the Landlord at the end of the Tenancy all keys and other security devices for the Property and to pay for the reasonable costs incurred in replacing any keys or security devices or locks to which the keys belonged which have been lost or not returned at the end of the tenancy.

8. UPON LEAVING THE PROPERTY.

- 8.1. To permit the Landlord to: -
Permit all persons accompanied the Landlord having first served the necessary 24 hour verbal or written notice to view the Property and every part of it at any reasonable hour so that the Landlord can escort intending Tenants or purchasers over the Property. (Student/shared & short-term let properties can be viewed at any time subject to the Landlord giving a telephone call or written notice). **Properties must be kept clean by the Tenant(s) prior to any prospective viewing (or a cleaner will be provided for whom the Tenant(s) will be responsible for payment).**
- 8.2. The required amount of **'Written Notice'** given by the Tenant shall be **no less than two months**, which must be given to the Landlord two months before the Tenancy agreement expires, or the contract will roll over after the ending date on this contract until the required two months written notice has been given (unless otherwise the Landlord has given the Tenant(s) two months written notice to vacate the Property, which can also be sent prior to the ending date on the contract or at any time should the contract roll over). If the required amount of written notice is not received from the Tenant(s), part or all of the security deposit may be forfeit. **(Tenant(s) must have written confirmation from the Landlord, stating that Tenant(s) Termination notice has been received & approved).**
- 8.3. To hand over to the Landlord by 12 noon on the last day of the correct termination date of the tenancy term whether on its expiration or sooner all keys to the Property.
- 8.4. Provided that nothing in this sub-clause shall absolve the tenant from the obligation pay rental and outgoings for which he is liable as and when the same become due during the term and the landlord will account to the tenant for the expenditure of the said deposit and for any balance which may remain after all liabilities above referred to have been discharged and so that the tenant shall remain fully responsible for such liabilities to the extent that the deposit is insufficient to meet the same. Any dispute with reference to the provisions of this sub-clause shall be determined by a single arbitrator in accordance with the Arbitration acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force.
- 8.5. The Landlord may withhold or delay the return of Deposit until all outstanding utility/services bills (e.g. gas, electric, water, council tax, telephone) have been settled with proof of receipts sent to the Landlord.
- 8.6. If the amount of monies that the Landlord is entitled to deduct from the Deposit under this part exceeds the amount held as the Deposit, the Landlord may require the Tenant to pay that additional sum to the Landlord within 14 days of the Tenant(s) receiving that request in writing.
- 8.7. **Should a Tenant need to cancel this Tenancy Agreement for any other reason, then they may take one of the following three options (subject to strict prior arrangement and written approval from and discretion of the Landlord): -**
- It is the Tenant's responsibility to find a suitable replacement Tenant and to forward their details to the Landlord. (Rent must be paid in full until a new tenancy has been granted by Landlord to the replacement Tenant).
 - The Tenant may forfeit their Deposit and pay a penalty equivalent to the normal monthly rent paid. Option 'b' is strictly subject to the Landlord's discretion and if granted by the Landlord in writing to the Tenant, the penalty & Deposit forfeit is payable on the agreed, authorised and confirmed in writing tenancy move out date.
 - The Tenant may pay the outstanding rent due in full up to the expiry date on the contract or the correct termination date if the Tenancy Agreement has rolled over. Option 'c' is subject to receipt of the correct required six weeks written notice).
(Please make an appointment with the Landlord to discuss Tenancy Termination options and to make an application for the Tenancy termination notice for option a, b or c, which will also need to be signed and approved by the Landlord)
- 8.8. Where the Tenant(s) were in breach of their obligations to this Tenancy Agreement, the Tenant(s) agree to pay to the Landlord charges or other reasonable costs incurred in:
- The enforcement of any obligation of the Tenant(s) under this agreement recovering or attempting to recover any outstanding Rental Arrears or other charges in arrears, any Dilapidations or damages.
 - The Landlord legal costs or other costs and expenses incurred as a consequence of the Tenant's breach of their obligations under the Agreement whether express or implied.
 - In serving notice relating to any breach of this Agreement whether or not court proceedings are brought.

THE LANDLORD covenants with the Tenant as follows: -

9. LANDLORDS OBLIGATIONS.

- 9.1.** The Landlord agrees to hold the deposit in a segregated client monies account until the end of the tenancy term; whereby any amount due for return to the Tenant(s) will be done, in accordance with section 3 of this Agreement.
- 9.2.** The Landlord shall confirm to the Tenant the amount of deposit paid, the address of the property to which the tenancy relates, and the contact details of Landlord and Tenant. The Landlord shall inform the Tenant of the circumstances in which all or part of the deposit may be retained in relation to the terms of this tenancy agreement. The Landlord agrees that as soon as practicable after the determination of the tenancy (howsoever the same may be determined) the Landlord shall account to the Tenant for such part of the deposit as the Landlord shall deem necessary to enable the Landlord as at the date of such determination to make good any breach or non-compliance by the Tenant with his obligations hereunder and to pay all costs, charges and expenses incurred in connection therewith. The Landlord shall account to the Tenant for any balance of such sum. The Landlord shall retain any interest earned during the tenancy on all or part of the deposit which he retains.
- 9.3.** To pay and indemnify the Tenant(s) against all assessments and outgoings in respect of the Property including water rate, council tax, gas & electricity only if rent paid by the Tenant(s) includes these bills and must also be shown on page 1 confirming which bills are included in the rent. Also that the Tenant(s) paying rent and performing the agreements on the part of the Tenant(s) may quietly possess and enjoy the Property during the Tenancy without any unlawful interruption from the Landlord or any person claiming or in trust for the Landlord. To return to the Tenant(s) any rent payable for any period while the Property is rendered uninhabitable by fire or the amount in the case of dispute to be settled by arbitration.
- 9.4.** To respect the Tenant(s)' right to privacy in the Property. Where access is required to the Property, notice is to be given to the Tenant(s) so that a mutually convenient time can be agreed (except in cases of emergency or clauses 4.2 and 6.14 of this Tenancy). This agreement shall take affect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 if applicable to the Tenancy Notice under section 48 under the Landlord and Tenant Act 1987.
- 9.5.** To repair and maintain the structure and fabric of the Property, including, electrical equipment, drainage, plumbing, water, gas and heating installations.
- 9.6.** To service gas appliances regularly and to ensure their safe and efficient operation.
- 9.7.** To maintain at the Landlord's expense during the term of the Tenancy the Furniture and Fittings in the Property and to repair and replace significantly damaged or broken items, unless damaged due to the negligence or misuse of the Tenant(s) or their visitors.
- 9.8.** The Landlord will not be responsible for any loss or inconvenience suffered by the Tenant as a result of the failure of any other supply or service to the Property by any other party.
- 10. THE LANDLORD & TENANT jointly agree:-**
- 10.1.** Where there is a clear breach of the tenancy on the part of the Tenant(s), the Landlord is entitled to seek possession of the Property by serving on the Tenant(s) a formal written notice, which describes the grounds under which possession is being sought. The period of notice will be either two weeks or two months, depending on the grounds specified in the notice.
- 10.2.** If the Landlord sells or transfers his interest in the Property the Tenant(s) shall consent to the transfer of the Deposit and this Tenancy (or the balance of the Deposit) to the purchaser or transferee (subject to the Purchaser agreeing to the full terms of the Tenancy). The Landlord will then be released from any further claim or liability in respect of the Deposit, Tenancy or any part thereof.
- 10.3.** If the Property is destroyed or made uninhabitable by fire or any other risk against which the Landlord's Policy of Insurance has insured, rent shall cease to be payable until the Property is rendered habitable, unless the insurance monies are not recoverable in whole or in part because of act or omission on the part of the Tenant(s) or their visitors.
- 11. INSURANCE.**
- 11.1.** The Tenant's possessions are not covered by the Landlord's insurance policies. The Tenant is strongly advised to obtain adequate insurance for any such belongings as soon as they are left in the Property. The Landlord accepts no responsibility for the loss or damage of personal belongings or any other belongings left by the Tenant(s) or associated parties before, during or after the Tenancy.
- 11.2.** The Tenant(s) must not do anything that may violate vitiate or increase the premiums on any insurance on the Property against fire or otherwise. The Tenant(s) must neither do nor fail to do anything that may lead to the insurance policy on the Property, Fixtures or Fittings not covering any losses that would otherwise be covered by the policy.

SPECIMEN

BRITANNIA PROPERTY SERVICES have only acted as 'AGENTS' in terms of letting this property. We do not have a contract to manage this property hence any problems should be directed to the landlord directly. The Tenant is hereby notified that notices (including notices in proceedings) can be served on the Landlord in compliance with section 48 (1) of the Landlord & Tenant Act 1987, at the following address:

«LandlordName»
«LandlordAddress1», «LandlordAddress2», «LandlordAddress3», «LandlordAddress4», «LandlordAddress5».

Special Conditions: -

- 1. «SpecialConditions1»
- 2. «SpecialConditions2»
- 3. «SpecialConditions3»
- 4. «SpecialConditions4»
- 5. «SpecialConditions5»

As witness the hands of the parties hereto the day and year first written

Signed by the above named (The Landlord or his/her agent)

..... **Date** / /

«HeadTenant», «TenantNames»
Signed by the above named (The Tenants)

..... **Date** / /

..... **Date** / /

..... **Date** / /

..... **Date** / /

..... **Date** / /

..... **Date** / /

IMPORTANT NOTES:

- 1. LANDLORD & TENANT ARE ADVISED TO PREPARE AN INVENTORY TO AVOID ANY END OF TENANCY DISPUTES.
- 2. PLEASE SIGN & RETURN ORIGINAL INVENTORY TO THE LANDLORD & ATTACH COPY OF ORIGINAL TO YOUR TENANCY AGREEMENT.
- 3. BRITANNIA PROPERTY SERVICES HAVE ONLY ACTED AS 'AGENTS' IN TERMS OF LETTING THIS PROPERTY. WE DO NOT HAVE A CONTRACT TO MANAGE THIS PROPERTY HENCE ANY PROBLEMS SHOULD BE DIRECTED TO THE LANDLORD DIRECTLY. THE TENANT IS HEREBY NOTIFIED THAT NOTICES (INCLUDING NOTICES IN PROCEEDINGS) MUST BE SERVED ON THE LANDLORD.
- 4. THE LANDLORD, NOT BPS IS RESPONSIBLE FOR REGISTERING THE DEPOSIT WITH A GOVERNMENT AUTHORISED TENANCY DEPOSIT SCHEME. THE TENANT IS ADVISED TO PURSUE THE LANDLORD FOR THIS MATTER.
- 5. IT IS YOUR RESPONSIBILITY & DISCRETION TO ARRANGE INSURANCE FOR YOUR OWN CONTENTS.
- 6. ALL BPS CHARGES AND FEES ARE ALSO SUBJECT TO VAT CHARGED AT THE PREVAILING RATE.