

**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»

**And:**

**THE HEAD TENANT:** «HeadTenant»  
**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».**

**RENTAL PAYMENTS MUST BE PAID BY STANDING ORDER**

**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. BRITANNIA PROPERTY SERVICES (UK) LTD (hereinafter referred to as "BPS"), have acted as 'AGENTS' in terms of letting and Managing this Property.
- 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 BPS 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 BPS, 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 or BPS if requested by the Tenant(s). The Inventory must be compiled and brought to the attention of a BPS representative 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 BPS, then BPS reserves the right to assume the Tenant(s) are satisfied with the contents of the Inventory.
- 2.3.** Please contact BPS 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. **You may also visit our website: [www.britanniapropertyservices.com](http://www.britanniapropertyservices.com) & click on the "TENANTS MAINTENANCE REPORT" tab, to report a repair.**
- 2.4.** The Tenant(s) agree to the following BPS maintenance timescales for works and repairs and acknowledges that these timescales are not binding upon BPS, but are the maximum waiting period aimed to address any works on the Property. The Tenant(s) further accept that the following timescales may also be subject to the Landlord's authorisation, obtaining parts and/or any reasonable unforeseeable events (if applicable): -
- Emergency-** Attended to within 48 hours  
Repair problems that are a danger to health or safety of the Tenant or Property.
- Urgent-** Completed within 7 days  
Repair problems that could potentially endanger the health and safety of the Tenant or Property.
- Routine-** Completed within 28 days  
Repair problems that have no direct danger to health or safety, but if left will cause other repair difficulties.
- Non essential-** Completed within 90 days  
Disrepair that will have no detrimental effect to Property or the person.
- 2.5.** To give the Landlord or BPS 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 BPS/Landlord/or subcontractors (subcontractors authorised by BPS OR Landlord) to enter the Property is granted:
- a) The Tenant(s) shall immediately notify the Landlord of the same both verbally & in writing. **You may also visit our website: [www.britanniapropertyservices.com](http://www.britanniapropertyservices.com) & click on the "TENANTS MAINTENANCE REPORT" tab, to report a repair.**
- b) 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 or BPS 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).**
- c) Call out subcontractor charges will be payable by Tenant(s) if appointments are not adhered to, whereby it was prearranged for Tenants(s) to meet contractor(s) at Property for access.
- 2.6.** If Tenants unreasonably call out BPS on a maintenance issue or where a Subcontractor is called out but no work is carried out due to false alarm, they may be liable for Subcontractor call out charges.

### **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 Standing Order. If the Tenant(s) decide to still pay rent by card, cash or cheque, then there will be a **10% manual rent collection handling fee** (or £25 whichever is the greater) added to the total rent due each month, unless manual rent collection is shown and authorised in special conditions page 8. This charge will apply from the 2<sup>nd</sup> full month's manual rental instalment.
- 3.2.** To pay to the Landlord's Agents on the signing of this agreement a deposit being the sum of **£Deposit** 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 BPS may request a greater Deposit and may also require the Landlord's consent.
- 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.** Tenants will nominate one person to act as "Deposit Beneficiary", to whom the Deposit will be returned in one single amount (subject to any deductions made) at the conclusion of the Tenancy. It is understood and agreed by all parties that once BPS or the Landlord has legitimately transferred the Deposit held on trust for the Tenants to the Deposit Beneficiary, thereafter it is the responsibility of the Deposit Beneficiary to equitably dispense the Deposit to the remaining Tenants.  
**\*BPS or the Landlord anticipate to return the Deposit and/or forward a Return of Deposit statement within 6 weeks of the correct Tenancy Termination date.**
- 3.7.** 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 **£25 penalty charge** per every 5 days of non payment on any rent in arrears from the date upon such rent was due to be paid to the date it is actually received. The charge will apply for any rent received **after 5 days of the due date.**
- 4.2. Any letters sent out for rental arrears will incur a charge of £25 (£25 per letter sent)** for our reasonable expenses and costs of administration. There will also be a **charge of £25 (£25 per visit) should we need to arrange a collection for arrears or any visit made to the Property which involves discussing rental arrears.** Failure to comply will result in the relevant amounts being deducted from the security Deposit at the end of the Tenancy.
- 4.3.** Any **Cheques or Standing Orders** submitted by or on behalf of the Tenant(s) and **returned uncleared by our bank will be subject to a £25 charge** (for our reasonable expenses and costs of administration) **on each occasion that this occurs.** All charges shown in clause 5.1 and 5.2 may also apply. Charges are **payable within 7 days of BPS notifying the Tenant(s).**
- 4.4.** 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.
- 4.5.** BPS will supply one copy of the Tenancy Agreement per Property let. If the original Agreement is lost, a charge of £25 will be payable by the Tenant(s) for a copy of this Tenancy Agreement. Tenants are therefore advised to make copies of the Agreement for their own personal records.
- 4.6.** The Tenant(s) must pay on demand £25 on each and every occasion that the Landlord/BPS properly and reasonably writes to the Tenant(s) in relation to any breach of the terms of this Agreement.
- 4.7.** All BPS' charges are subject to VAT at the prevailing rate.

### **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.** To abide by a 'fair usage' policy should the rent be inclusive of bills. Any utilities usage deemed to be excessive for the property's size (calculated and determined by national average and over-estimation) will be charged to Tenants, either by invoice or by deposit deduction at the end of the tenancy.
- 5.7.** 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 Property and its 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 or BPS (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 Landlords 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, or you may use a BPS recommended Gardener who can provide you with a quote).
- 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 or BPS and any persons authorised by the Landlord or BPS 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 BPS 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 (you may use a BPS recommended contractor who can provide you with a quote).
- 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:
- BPS are informed in writing confirming the period the Property will be unoccupied.
  - 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](http://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 or BPS' prior written consent.
- There will be a **minimum charge of £25** for lost keys or locks that are replaced where the Tenant(s) were at fault, payable by the Tenant(s) (the charge may be greater depending on the work involved and a receipt being provided by the subcontractor).
  - There will be a **minimum charge of £50** for each lost **Eurolock Masterkey (if applicable at the Property)** that is replaced where the Tenant(s) were at fault, payable by the Tenant(s) (the charge may be greater depending on the work involved and a receipt being provided by the subcontractor).
- 7.2.** There is a £25 call out charge (£50 for afterhours evening callouts) should Tenants(s) need access into the Property for any reason where the Tenant(s) were at fault.
- 7.3.** 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).
- 7.4.** The Tenant(s) must not change the security alarm code (if applicable) without the prior written consent of the Landlord or BPS (such consent not to be unreasonably withheld or delayed).
- 7.5.** The Tenant must promptly inform the police or other authority and the Landlord or BPS as soon as possible of any fire, theft, loss or related damage to the Property or Fixtures and Fittings.
- 7.6.** 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.
- 7.7.** The Tenant must return to the Landlord or BPS 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 BPS to: -

Permit all persons accompanied by BPS 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 BPS can escort intending Tenants or purchasers over the Property. (Student/shared & short-term let properties can be viewed at any time subject to BPS 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 six weeks**, which must be given to BPS six weeks before the Tenancy agreement expires, or the contract will roll over after the ending date on this contract until the required six weeks written notice has been given (unless otherwise the Landlord or BPS 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 BPS, stating that Tenant(s) Termination notice has been received & approved).**

**8.3.** To hand over to BPS 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. **The Tenant will be responsible to pay the normal daily rent or £50 (whichever the greater) after the end date of this agreement (or when this contract has been terminated correctly and approved by BPS), until the full set of keys are handed to BPS. A Letter confirming that keys have been collected by BPS can be requested from a BPS agent only if the keys have been handed in person at our office.**

**8.4.** At the end of the Tenancy, following the return of the Landlord's keys to BPS, if it is deemed necessary by the Landlord or BPS to deduct an amount from the Deposit for the cost of cleaning or to make good any damage caused to the Property or furniture not first stated in the signed/or unsigned Inventory, or for any other outstanding issues, then Landlord or BPS must inform the Tenant(s) in writing after the correct Tenancy expiry date, giving a breakdown of the actual costs incurred (Return of Deposit statement).

**8.5.** The Landlord or BPS 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 BPS **(this clause is non-applicable if the aforementioned charge(s) is inclusive of rent, and stated on page 1).**

**8.6.** If the amount of monies that the Landlord or BPS is entitled to deduct from the Deposit under this part exceeds the amount held as the Deposit, the Landlord or BPS may require the Tenant to pay that additional sum to the Landlord or BPS 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 BPS and discretion of Landlord or BPS): -**

- a) It is the Tenant's responsibility to find a suitable replacement Tenant and to forward their details to BPS. (Rent must be paid in full until a new tenancy has been granted by BPS to the replacement Tenant). In exercising Option 'a' BPS may charge the original Tenant a fee for all reasonable costs and expenses in finding a successful replacement Tenant.
- b) 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 and BPS' discretion and if granted by BPS in writing to the Tenant, the penalty & Deposit forfeit is payable on the agreed, authorised and confirmed in writing tenancy move out date.
- c) 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 BPS 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 BPS manager)**

**8.8.** Once the Tenancy Agreement has expired or terminated, all future correspondence & enquiries must be made strictly in writing only to: **BRITANNIA PROPERTY SERVICES, OPERATIONS CENTRE, PO BOX 12708, BIRMINGHAM, B2 2DF** or by email: **oc@britanniapropertyservices.com** **(this clause is non applicable should the terms of clause 8.7 arise).**

**8.9.** £50 charge (per rental overpayment or any other payment) will be payable by the Tenant to cover administration charges and expenses incurred in recovering any rent(s) or other payment(s) that have been overpaid to BPS. This charge is not payable if BPS were at fault.

**8.10.** Where the Tenant(s) were in breach of their obligations to this Tenancy Agreement, the Tenant(s) agree to pay to the Landlord or BPS charges or other reasonable costs incurred in:

- a) 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.
- b) The Landlord/ BPS' 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.
- c) 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/BPS 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/BPS 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/BPS 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/BPS agrees that as soon as practicable after the determination of the tenancy (howsoever the same may be determined) the Landlord/BPS shall account to the Tenant for such part of the deposit as the Landlord/BPS shall deem necessary to enable the Landlord/BPS 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/BPS shall account to the Tenant for any balance of such sum. The Landlord/BPS 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 4.4 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. Neither the Landlord nor BPS accept 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.

BPS is contractually obliged to manage the Property hence any problems should be directed to BPS. 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»

C/O BRITANNIA PROPERTY SERVICES, 521 BRISTOL ROAD, SELLY OAK, BIRMINGHAM, B29 6AU.

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 / /

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IMPORTANT NOTE:

- 1. PLEASE REQUEST INVENTORY; SIGN & RETURN ORIGINAL TO BPS & ATTACH COPY OF ORIGINAL TO YOUR TENANCY AGREEMENT
- 2. PLEASE COMPLETE ATTACHED TENANT CHECKIN CHECKLIST FORM
- 3. IT IS YOUR RESPONSIBILITY & DISCRETION TO ARRANGE INSURANCE FOR YOUR OWN CONTENTS