

TENANCY AGREEMENT

This agreement is made on the date specified between Landlord and Tenant. It is intended that the tenancy created by this Agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Act 1988 And any subsequent amendments to the Housing Act.

Date: _____

Landlord: _____

Landlord's Address: _____

Tenant(s) _____

Property: 54 Ashburnham Road
Luton
LU1 1JN

Contents: The Landlord's fittings, fixtures and furniture listed in the Attached Inventory, and signed by the Landlord and Tenant.

Term: For the term of 6 months
Starting from _____

Rent: £ _____ per calendar month in advance. Tenant is to make the first payment on the signing of this agreement, and subsequent payments on the same day of the month as the start date.

Deposit: A deposit of £ _____ to be paid to the Landlord on the Signing of this agreement.

1. The Landlord Agrees:

- 1.1 To let the Property and its contents to the Tenant for the term at the Rent payable as above. As long as the Tenant complies with the Tenant's obligations (see below), the Landlord agrees not to interfere with the Tenant's use and enjoyment of the Property.
- 1.2 To pay the balance of the deposit to the Tenant as soon as possible after the conclusion of the Tenancy, minus any reasonable costs incurred for the breach of any obligation. Where applicable the Landlord may retain the Deposit until the Local Authority confirms that no Housing Benefit paid to the Landlord is repayable.
- 1.3 To keep the structure and exterior of the Property in good repair.
- 1.4 To keep the installations of the Property in good repair and proper working order for water, gas, electricity, sanitation and heating.
- 1.5 To ensure that the property has an up-to-date gas safety certificate under the Gas Safety (Installation and Use) Regulations Act 1998. All gas appliances, flues and other fittings to be checked annually to ensure they are safe and working properly.
- 1.6 To comply with the Fire and Safety Regulations 1988. All of the Landlord's furniture and furnishings, including sofas beds cushions and pillows must meet these fire safety standards.

2. The Tenant Agrees:

- 2.1 To pay the rent on the days and in the manner stated in the Agreement without any deduction and by Direct Debit into the Landlord's account.
- 2.2 To pay the deposit as security for the performance of the Tenant's obligations and to pay and compensate the Landlord for the reasonable costs of breach of these obligations. It is agreed that this sum shall not be transferable by the Tenant in any way, and at any time against payment of the Rent and that no interest shall be paid on the deposit.
- 2.3 That if the Landlord has recourse to the deposit during the tenancy, the Landlord may immediately demand from the Tenant whatever amount is required to restore the amount of the deposit to the original sum.
- 2.4 To arrange immediately with the relevant supply company for all accounts for water, gas, electricity, telephone, tv (where applicable) and Television Licence at the Property to be addressed to the Tenant in their own name and pay all standing charges for these.

2.5 To pay the council tax, water, gas, electricity, telephone, tv, tv licence for the Property. The Tenant shall also pay for the total cost of re-connection fees relating to the supply of water, gas, electricity or telephone, if disconnected. The Tenant also agrees to notify the Landlord before changing supplier of any of the utility services.

2.6 Not to damage the Property and Contents or make any alterations or additions. Before embarking on any redecoration the written consent of the Landlord must be obtained first.

2.7 Not to leave the Property vacant for more than 28 consecutive days without notifying the Landlord in writing beforehand, and to properly secure all locks and bolts to doors, windows and other openings when leaving the Property unattended.

2.8 To keep the interior of the Property and its Contents clean and tidy and in good decorative condition up to the standard existing when the Tenant moves in (reasonable wear and tear excepted). To remove rubbish from the Property on a daily basis, to clean the windows regularly, both inside and out, and to keep all rooms well ventilated.

2.9 To immediately pay the Landlord or Landlord's agent the value of replacement of any furniture or effects lost, damaged or destroyed, and not to remove or permit to be removed any furniture or effects belonging to the Landlord from the Property.

2.10 To pay for any cleaning that may be required to reinstate the Property to the same order that it was provided at the beginning of the Tenancy, including the wasing and cleaning of all carpets, rugs and curtains which have been soiled during the Tenancy.

2.11 To ensure the drains, drainage system and gutters are free from obstruction.

2.12 To replace all broken glass in doors and windows immediately, if damaged during Tenancy.

2.13 To promptly notify the Landlord of any defect, damage or disrepair in the Property, especially if it compromises health and safety or may give rise to a claim under the Landlord's insurance policy.

2.14 To permit the Landlord or any person authorised by the Landlord or Landlord's agent to enter the Property on giving 24 hours notice (except in case of emergency) to inspect its condition and Contents; replace locks; carry out gas and electricity safety checks or repairs, or show prospective Tenants or buyers round the Property.

2.15 To use the property as a private residence for occupation by the named Tenant(s) and, if the Landlord has given his consent, by the named Tenant's children under the age of 18.

2.16 Not to assign, sublet or part with, possession of the Property, or let any other person live at the Property.

2.17 To use the Property as a single private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so.

2.18 Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property.

2.19 Not to do anything that gives the insurers of the Property and its Contents any reason to refuse payment or increase the premiums.

2.20 Not to keep any animals, birds or any other living creature at the Property without the Landlord's written consent. Such consent, if granted, to be revocable at any time by the Landlord.

2.21 Not to keep any dangerous or inflammable materials in the Property or in any outbuildings.

2.22 To keep gardens/ outside areas (if any) including all driveways, paths, lawns, hedges, plants, flower beds and wooden decking neat and tidy and properly tended at all times. The tenant is not to cut down or remove any trees or shrubs without the Landlord's written prior consent.

2.23 Not to alter or change or install any locks on any doors or windows in or about the property or have any additional keys made for any locks without the prior written consent of the Landlord.

2.24 Not to use the Property for any illegal or immoral purposes.

2.25 Within 7 days receipt thereof to send to the Landlord all correspondence addressed to the Landlord and any notice order or proposal relating to the Property (or any building of which the Property forms part), given, made or issued under or by virtue of any statute, regulation, order, direction or by law by any authority.

2.26 To pay and compensate the Landlord fully for any reasonable costs, expense, loss or damage incurred or suffered by the Landlord as a consequence of any breach of the agreements on the part of the Tenant in this Agreement and to indemnify the Landlord from, and against, all actions, claims and liabilities in that respect.

2.27 Not to deface or damage the Property by fixing anything whatsoever to the interior or exterior using glue, self-adhesive tape, Blu-tack or similar, pins, nails, hooks or screws, without the Landlord's written consent.

2.28 To take all reasonable precautions to prevent damage to the Property by frost.

2.29 To comply (where the Property is a leasehold dwelling) with the rules regulating the use of the Property and the conduct of its occupiers.

2.30 In order to comply with Gas Safety Regulations it is necessary that:
That ventilators provided for this purpose in the Property should not be blocked.
That a build up of soot on any gas appliances should immediately be reported to the Landlord or the Landlord's Agent.

2.31 To ensure that the chimneys (where applicable) are swept when necessary.

2.32 Not to use any portable gas or electric heaters in the Property without the Landlord's prior written consent.

2.33 To be responsible for testing all smoke detectors fitted in the Property once a month and replace the batteries as necessary.

2.34 Within the last 2 months of the Tenancy to allow the Landlord or any person authorised by the Landlord or Landlord's agent to enter and view the Property with prospective tenants at reasonable hours.

2.35 That where the Property is left unoccupied, without prior notice in writing to the Landlord or Landlord's agent, for more than 28 days and the Rent for this period is unpaid, the Tenant is deemed to have surrendered the Tenancy. This means that the Landlord may take over the Property and take steps to find another tenant.

2.36 To return the keys to the Property to the Landlord or Landlord's Agent at the end of the Tenancy. The Tenant also agrees to pay for any reasonable charges incurred by the Landlord or Landlord's Agent in securing the Property against re-entry where keys are not returned.

2.37 That Housing Benefit, where applicable, is paid directly to the Landlord.

2.38 Not to be a nuisance to the neighbours. The tenant will not make any noise that is audible outside the Property from 11pm to 8am daily, or be guilty of harassment or abuse on grounds of sex, sexual orientation, disability or race.

3. The Landlord can terminate the Tenancy on the last day of the Term, or after the Term, by service of the Landlord's notice of intention to seek possession.

3.1 The tenant can terminate the Tenancy by vacating the Property on the last day of the Term, or after that by giving the Landlord one month's notice in writing.

4. If the Tenant does not pay the Rent due to the Landlord under this agreement within 14 days of the due date, the Tenant will be issued with a reminder from the Landlord, in writing, for which there is a charge of £20. Interest will also be charged at the rate of 5 per cent per annum, calculated on a daily basis from the due date until the rent is paid.

5. By obtaining a Court Order, the Landlord may re-enter the Property and immediately thereupon the Tenancy shall absolutely determine without prejudice to

other rights and remedies of the Landlord if the Tenant has not complied with any obligation in this Agreement or should the rent be in arrears by more than 14 days.

6. The parties agree:

6.1 Notice is hereby given that possession might be recovered under Ground 1, Section 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home,; or intends to occupy the Property as his or her main home.

6.2 Before the Landlord can enter this Tenancy, he shall serve any notice(s) on the Tenant in accordance with the provisions of the Housing Acts. Such notice(s) shall be sufficiently served if served in accordance with section 196 of the Law of Property Act 1925. Under this, a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.

7. The Tenant irrevocably authorises the Local Authority, Benefit Office, Post Office and the relevant utility companies (including electricity, gas, water, telephone, council tax and TV) to discuss and disclose to the Landlord or Agent all financial and other information relating to the Property or any Housing Benefit claim. This authority shall extend to disclosure of the Tenant's whereabouts if the Tenant has left the Property with rent or other money owing.

8. This Agreement, which includes all the attachments referred to below, constitutes the entire agreement between Landlord and Tenant and cannot be modified except in writing and signed by all parties.

9. Addenda. By initialling as provided, Tenant acknowledges receipt of the following addenda, as indicated, copies of which are attached hereto and are incorporated as part of this Agreement.

	A	Policies and Rules
	B	Inventory
	C	Animal Agreement
	D	Smoke Detector Agreement
	E	Other.....

Signed by the Landlord:

In the presence of:
Name:
Address:

Signed by the Tenant:

In the presence of:
Name:
Address:

Smoke Detector Agreement

This document is part of the Tenancy Agreement, dated _____ by
and between _____ (Owner/Agent) and
_____ (Tenant), for the Property located at:

In consideration of their mutual promises, Owner/Agent and Tenant agree as follows:

1. The Property is equipped with Smoke Alarms.
2. Each Tenant acknowledges that each smoke alarm has been tested and their operation explained by management in the presence of the Tenant at the time of initial occupancy and the alarm(s) in the Property were working at that time.
3. Please be aware that the Tenancy Agreement requires that you as Tenant(s) ensure that the smoke alarm(s) are operable at all times, to test for correct operation of the smoke alarms on a regular basis (at least monthly). Also Tenant must replace the batteries with new ones as and when required.
4. If after replacing the battery the smoke alarm does not work the Tenant must inform the Owner or authorised Agent immediately in writing of any defect, malfunction or failure of a smoke alarm.
5. In accordance with the Law, the Tenant shall allow the Owner or Agent access to the Property for the purpose of verifying that the required smoke alarm(s) are in place and operating properly or to conduct service, repair or replacement as needed.

Date Owner/Agent Date Tenant