**This is an**







**ASSURED SHORTHOLD TENANCY AGREEMENT**

**as defined by the Housing Act 1988 (as amended)**

**Ceredigion Model Contract: Flat, Fixed Term Tenancy**

**This agreement is a standard tenancy contract approved by Ceredigion County Council (“the Council”) for use by tenants and landlords in its current form without modification or amendment.**

1. **KEY INFORMATION AND CHARGES**

**For the [Furnished] / [Un-furnished] ‘Premises’ known as:**

Address of ‘premises’:

and includes: **[Garden] [Parking space] [Garage] [Other:……..]**

This agreement gives you the right to use these common parts (including shared facilities)

**This is an agreement between:**

The ‘landlord’: (name and address)

**and** the tenant(s): (names and addresses)

(also referred to as ‘you’ in this agreement)

**Dates and length of tenancy:**

The tenancy start date (from when you may occupy the premises): Date: **[dd/mm/yyyy]**

This is a fixed term tenancy which ends on: Date: **[dd/mm/yyyy]**

**Rent payable to the landlord:** other rent payment schedules may be specified in the additional terms section.

The total rent due in advance (from the named tenant/s collectively) during the tenancy period is: **[£ xxx.xx]** per **[week] [month]** (delete as applicable)

The first total rent payment of **[£ xxx.xx]** is due on: **[dd/mm/yyyy]**

The next total rent payment of **[£ xxx.xx]** is due on: **[dd/mm/yyyy]**

and then on the **[ X ]** day of each **[week / month]**.

**Deposits**

The total holding fee required to secure this contract before the tenancy begins is: **[£ xxx.xx]**

(due from the named tenant/s collectively)

The total security deposit required from the named tenant/s collectively is: **[£ xxx.xx]**

(payment must clear before the tenancy starts)

The tenancy deposit scheme (see terms 8 to 10) in which your deposit will be held is:

**[…………………………………….. ]**

(for example Deposit Protection Service / My Deposits / The Tenancy Deposit Scheme/ Bond Guarantee Scheme)

**Utility, council tax and charges for services**

|  |  |  |
| --- | --- | --- |
| **Service Charge** | **Included in the rent**  **(landlord liable)** | **Excluded from rent**  **(tenant liable)** |
| Electricity |  |  |
| Gas |  |  |
| Telephone |  |  |
| Broadband |  |  |
| Council Tax |  |  |
| Television Licence |  |  |
| Water |  |  |
| Monthly Service Charge |  |  |
| Ground Rent |  |  |
| Other: |  |  |

**Landlord’s agent:** (name and address) **[not applicable]**

**Acting on behalf of the landlord as detailed below:**

[**Not applicable**]

[**Letting only:** The agent markets the property, finds tenants (including carrying out reference and credit checks where required), provides the tenancy agreement and assists tenants and the landlord with moving in provisions such as agreeing an accurate inventory.]

[**Letting and rent collection:** In addition to the letting only functions, the agent will be responsible for the collection of rent on behalf of the landlord during the tenancy. The landlord will remain responsible for management responsibilities such as repairs and possession proceedings.]

[**Full management:** The agent acts as the full lettings and managing agent with responsibility for all management issues including letting and starting the tenancy, rent collection, repairs, and repossession.]

[**Other:** (Please specify role of letting agent) ]

**In case of emergencies contact:** **[Landlord / Agent]**

Telephone:

Telephone (out of hours):

email:

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1. **LIABILITY FOR RENT AND OTHER CHARGES**

**Rent**

1. You must pay the rent in full and on the dates agreed.

**Right of set off**

* 1. You need not pay any rent for any period during which you are unable to live in the premises at all, for example because they are unsafe or in such poor condition that it is not reasonable for you to remain in occupation.
  2. The amount of rent which you do not have to pay is to be calculated pro-rata (for every day or part of a day the premises are uninhabitable you need not pay that day’s rent).
  3. This term does not apply if you are unable to live in the premises because you did something or failed to do something which made the premises unliveable.
  4. Any disagreements as to whether you are unable to live in the premises at all or whether you caused the condition are to be resolved by reference to the relevant local authority Environmental Health Officer.

Please note that (i) this clause only applies if you are unable to live in the whole premises – if you are able to live in part of the premises, then you should do so and should not withhold your rent; (ii) in any event, it is always wise to keep aside any retained rent in these circumstances, unless agreed otherwise, in case you are required to repay the money.

**Council tax and services**

1. You will be liable to pay the council tax, unless included in the rent as shown in section A.

You may be eligible for council tax relief, further details may be found at [www.ceredigion.gov.uk](http://www.ceredigion.gov.uk/).

1. You will be liable to pay for all utility and charges for services supplied to the premises and not included in the rent, as indicated and agreed by you in section A.
2. You must arrange to be billed for the taxes and services mentioned in terms 3 and 4, and it is your responsibility to pay for these and any associated charges.

If an agent manages the premises on a full management basis (see section A) then you may make the arrangements for billing through the agent.

**Deposits**

1. “Deposit” means any money paid as security for the performance of your obligations under this agreement or the discharge of any of your liabilities under this agreement.
2. The landlord may only require a deposit to be given in money but, instead of a deposit, the landlord may be given a guarantee by a third party to pay in the event of your default of the terms of this agreement. Terms 8 to 10 below apply only to a deposit where money has been paid by the tenant or a third party.
3. If you pay a deposit (or another person pays a deposit on your behalf), the deposit must be dealt with in accordance with an authorised deposit scheme within 30 days beginning on the date on which the deposit is received.
4. Within 30 days starting with the day on which the deposit is received, the landlord must give you (and any person who has paid the deposit on your behalf) information in the prescribed form:
   1. identifying the authorised deposit scheme where the deposit is protected;
   2. confirming the landlord’s compliance with the initial requirements of that scheme; and
   3. explaining your (or that person’s) rights in relation to the deposit.
   4. If the landlord does not meet the requirements of terms 8 and/or 9, or you cannot obtain confirmation from the scheme administrator that the deposit is being held in accordance with the scheme, then you may apply for a court order specifying that the deposit be repaid or safeguarded by an approved scheme, and that the landlord must pay to you an amount up to three times the amount of the deposit.
   5. No section 21 notice (a notice to recover possession of the premises) may be given by the landlord at a time when the deposit is not being held in accordance with an authorised scheme.
5. **PROHIBITED CONDUCT**
6. You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person with a right (of whatever description):
   1. to live in the premises, or
   2. to live in a dwelling or other accommodation in the locality of the premises.
7. You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity:
   1. in the premises, or
   2. in the locality of the premises.
8. You must not engage or threaten to engage in conduct:
   1. capable of causing nuisance or annoyance to—
      * 1. the landlord, or
        2. a person (whether or not employed by the landlord) acting in connection with the exercise of the landlord’s housing management functions (which include all aspects of managing the premises), and
   2. that is directly or indirectly related to or affects the landlord’s housing management functions.
9. You may not use or threaten to use the premises or any other part of a building comprising the premises for criminal purposes.
10. You must not:
    1. allow, incite or encourage any person who is living in or visiting the premises to act as mentioned in Terms 11 to 13, or
    2. allow, incite or encourage any person to act as mentioned in Term 14.
11. Should you breach these terms at any time, your landlord will be entitled to serve a notice on you seeking possession of the premises.
12. **CONTROL OF THE PREMISES**

**Use of the premises by you**

1. You must use the premises as a private residence. It is the ordinary use of a private residence for the purposes of this agreement that there is some ancillary use such as a home office. However, you may not run a business from the premises, use the premises as a postal address for trade purposes, or allow anyone else to do so.

**Protection of your right to occupy**

* 1. You have the right to occupy the premises and use the common parts including shared facilities listed in section A without interference or interruption (your right to “quiet enjoyment”).
  2. Your right to quiet enjoyment means that the landlord may not, by any act or omission, interfere with your right to occupy the premises.
  3. You must be given vacant possession of the premises from the tenancy start date.
  4. The landlord is to be treated as having interfered with the contract-holder’s right if a person who (i) acts on behalf of the landlord, or (ii) has an interest in the dwelling, or part of it, that is superior to the landlord’s interest, interferes with your right by any lawful act or omission.

Vacant possession means that you do not have to share occupancy of the premises other than the other tenants referred to in section A.

1. The landlord does not interfere with these rights if the landlord reasonably exercises their rights under this contract.

For example, where the landlord reasonably uses their power to inspect the premises under Term 22

1. If at any time, the rent or part of the rent is in arrears for 14 days or more after it has become due, or you have breached any obligation in this agreement or any of the grounds for possession contained in Schedule 2, Housing Act 1988 (as amended) apply, including those relating to nuisance and domestic violence, then the landlord may exercise the right to re-enter the property and forfeit the lease.
2. The landlord can only exercise the right in Term 20 subject to the provisions and requirements of the Housing Act 1988 (as amended), including the service of a relevant notice seeking possession under section 8 and/or section 8A of that Act unless a court decides to dispense with the requirement for a notice.

**Landlord’s right to enter the premises: general**

1. The landlord or a person acting on the landlord’s behalf may enter the premises at any reasonable time for the purpose of:
   1. complying with the Gas Safety (Installation and Use) Regulations 1998;
   2. carrying out any other inspection required by law;
   3. inspecting the condition and state of repair of the premises
   4. carrying out repairs to the property in accordance with the terms of this agreement; or
   5. dealing with pests or other infestations.
2. The landlord must give you at least 24 hours’ notice before exercising the power in Term 22, unless otherwise agreed between you and the landlord.

Where this contract allows the landlord to do something, for example, to carry out inspections or repairs on the premises, the landlord may authorise someone to do it on the landlord’s behalf.

**Landlord’s right to enter the premises: emergencies**

1. If there is an emergency and the landlord needs to enter the premises immediately, the landlord is entitled to enter the premises without giving you any notice. Emergency includes an imminent risk to the health and safety of the occupants or persons in the vicinity of the premises.
2. The landlord may require you to pay for any damage done in the process of forcing entry to the premises if it was your fault that it was necessary to force entry.
3. **NUMBERS OF OTHER OCCUPANTS**

**Permitted occupiers**

1. Apart from permitted occupiers (see term 28) and lodgers (see term 60), you must not sub-let or part with or share possession of the whole or any part of the premises without the consent of the landlord and all other tenants. The landlord’s consent will not be unreasonably withheld or delayed and, if given, you must continue to observe all of your obligations under this agreement.
2. Neither you nor the landlord may cause or allow the premises to become overcrowded within the meaning of Part 10 of the Housing Act 1985 and Parts 1 to 3 of the Housing Act 2004.
3. A permitted occupier is an individual who is not a tenant or lodger (see term 60) but who is allowed to occupy the premises at your request and with the consent of the landlord. This consent will not be unreasonably withheld or delayed.

Overcrowding is governed by section 324-326, Housing Act 1985. There are two measures: the room standard and the space standard. The room standard is contravened when the number of persons over 10 years old sleeping in a dwelling and the number of rooms available as sleeping accommodation is such that two persons of opposite sexes who are not living together as husband and wife must sleep in the same room. The space standard is contravened when the number of persons sleeping in a dwelling is in excess of the permitted number, having regard to the number and floor area of the rooms of the dwelling available as sleeping accommodation.

1. **CARE OF THE PREMISES**

**Your responsibilities**

1. You are not liable for fair wear and tear to the premises or to fixtures and fittings but you:
   1. must take reasonable care of the premises so that no part of them is damaged or destroyed in any way;
   2. must take reasonable care of any fixtures and fittings so that no part of them is damaged or destroyed in any way;
   3. must promptly repair or replace any fixtures and fittings that have been damaged or destroyed;
   4. may not remove any contents as listed in the inventory, fixtures, fittings, trees or plants from the property without the consent of the landlord (such consent will not be unreasonably withheld or delayed);
   5. must keep the premises, including shared parts, clean and tidy, and reasonably free from refuse and litter;
   6. will be responsible for any failure to take care of the premises or fixtures and fittings on the part of any lodger, permitted occupier, or any other person that you have allowed to enter the premises.

Fair wear and tear depends on many factors, including the age of fixtures and fittings, their quality, manufacturer’s recommended life expectancy, condition at the start of the tenancy compared with that at the end of the tenancy, reasonable expected use during the tenancy, and any extenuating circumstances.

**Inventory**

1. If one has not been prepared for the purposes of an authorised deposit scheme, the landlord must prepare an inventory of the premises. Each tenant is entitled to one copy of the inventory free of charge. The landlord may make a reasonable charge for any further copies. The landlord must confirm any agreed changes or updates to the inventory by providing the tenant with written notice of the same.

**Notifying landlord of any defects requiring repair**

1. When you become aware of any defect or disrepair to the premises which is the landlord’s responsibility under Terms 34 to 41, you must notify the landlord.
2. The landlord may carry out any works or repairs needed because of a failure by you to comply with your obligations under term 31. The landlord may only do so if the landlord gives you written notice specifying the obligation or obligations with which you have failed to comply and requiring you to remedy that breach within 14 days. The landlord may charge you for any reasonable costs incurred in carrying out such works or repairs.

**Passing relevant notices about the premises to the landlord**

1. You must give the landlord as soon as is reasonably practicable the original copies of any notices, orders or similar documents regarding the premises or any nearby land that are delivered to the premises.

**Landlord’s obligation to repair**

* 1. The landlord must ensure that any category 1 hazard on the premises identified by an inspector of the local housing authority is removed within the time limits agreed with the inspector, where the local authority determine that improvement is the most appropriate course of action.
  2. This obligation does not apply where the landlord exercises a right of appeal against the Local Authority’s identification of a category 1 hazard and determination of the most appropriate course of action until the final determination of such an appeal. On such final determination, if it is confirmed that the premises contain a category 1 hazard and that improvement is the most appropriate course of action, the landlord must ensure that the hazard is removed within the time limits agreed with the inspector.

**Category 1 hazards concern risks present in the premises and are assessed by local housing authority inspectors. Should you have any concerns regarding the potential risk of harm to your health and safety then you should speak to your landlord and the local authority to carry out an inspection of the premises.**

1. The landlord must ensure that the dwelling is fit for human habitation at the commencement date.
2. (i) The landlord must:
   1. keep in repair the structure and exterior of the premises (including drains, gutters and external pipes),
   2. keep in repair and proper working order the service installations (see term 40) in the premises, and
   3. ensure that all fixtures, fittings and inventory contents supplied at the effective date (when you could begin occupation of the property) are safe according to the relevant safety regulations.

(ii) As this tenancy is of premises which form part only of a building, then the covenant implied by term 36(1) above shall have effect as if –

* 1. the reference in paragraph (a) of that term to the premises includes a reference to any part of the building in which the lessor has an estate or interest; and
  2. any reference in paragraphs (b) and (c) of that term to an installation in the premises includes a reference to an installation which, directly or indirectly, serves the premises and which either: forms part of any part of a building in which the landlord has an estate or interest; or is owned by the landlord or under the landlord’s control.

1. The standard of repair required by Term 36 is that which is reasonable having regard to the age and character of the premises, and the period during which the premises are likely to be available for occupation as a home.
2. The landlord must make good any damage caused by works and repairs carried out in order to comply with the landlord’s obligations under terms 34 to 36.
3. The landlord may not impose any obligation on you in the event of you enforcing or relying on the landlord’s obligations under terms 34 to 38.
4. In this contract “category 1 hazard” has the same meaning as in section 2 of the Housing Act 2004, and a hazard that presents a severe threat to the health and safety of the occupiers is likely to fall within that definition; “service installation” means an installation for the supply of water, gas or electricity, for sanitation, for space heating or for heating water.
5. The landlord must insure the premises and inventory contents (but not the tenant’s own property) and remedy any damage covered by the insurance as soon as reasonably practicable and prior to the receipt of any insurance monies.

**Limits on landlord’s obligations to repair: general**

1. (i) Terms 35 and 36 do not require the landlord:

(a) to rebuild or reinstate the premises or any part of them or any building in which the landlord has an estate or interest, in the case of destruction or damage by fire, storm and flood or other inevitable accident, or

(b) to keep in repair anything which you are entitled to remove from the premises, or

(c) to carry out repairs or works in another part of the building over which the landlord does not have sufficient rights to enable such works or repairs to be carried out, and/or was unable to obtain such rights after making a reasonable effort to do so.

(ii) In relation to term 36(ii), in any case where:

(a) in order to comply with the obligation, the landlord needs to carry out works or repairs otherwise than in, or to an installation in, the premises, and

(b) the landlord does not have a sufficient right in the part of the building or the installation concerned to enable him to carry out the required works or repairs,

then the landlord must use all reasonable endeavours to obtain such rights as would be adequate to enable the landlord to carry out the works or repairs.

**Limits on landlord’s obligations to repair: your fault**

1. Term 34 does not impose any liability on the landlord if the existence of a category 1 hazard is wholly or mainly attributable to lack of care by you or anyone acting on your behalf, including a lodger or permitted occupier.
2. “Lack of care” means a failure to take proper and reasonable care of the premises and any common areas.

**Limits on landlord’s obligations to repair: notice**

1. The landlord’s obligations under term 36(i) does not arise in relation to the premises until the landlord becomes aware that works or repairs are necessary. For the avoidance of doubt, in relation to Terms 35 and 36, if other parts of the building and its common parts that are retained within the landlord’s possession and control, the landlord’s obligations arise immediately after a defect occurs. However, nothing in term 36(ii) shall be construed as requiring the landlord to carry out any works or repairs unless the disrepair (or failure to maintain in working order) is such as to affect your enjoyment of the premises or of any common parts, which you are entitled to use.
2. The landlord complies with the obligations under Terms 35 and 36 if the landlord carries out the necessary works or repairs within a reasonable time after having been made aware or becoming aware of a relevant defect in the premises or, immediately after a defect occurs to the building and common parts retained within the landlord’s possession and control, unless using best endeavours the landlord is unable to comply within that period. A reasonable time is:
   1. in the case of emergency repairs, no longer than 24 hours;
   2. in the case of works or repairs required which would otherwise materially affect your comfort or convenience, no longer than 5 working days;
   3. in the case of other repairs not falling within (a) or (b), no longer than 28 working days.Term
3. Term 48 applies if:
   1. the landlord (the “old landlord”) transfers their interest in the premises to another person (the “new landlord”); and
   2. the old landlord is aware before the date of the transfer that works or repairs are necessary in order to comply with Terms 34-36.
4. The new landlord is to be treated as having actual notice of the need for those works or repairs on the date of the transfer, but not before, and there is to be no extension of the time limits in such cases.
5. **MAKING CHANGES TO THE PREMISES OR SERVICES**

**Your improvements**

1. You may not make an improvement or alteration to the premises without the written consent of the landlord. The landlord has an absolute right to refuse consent for any alterations or improvements.
2. In term 49 “improvement” means any addition to, or alteration in the premises, and includes:
   1. any addition to or alteration in the landlord’s fixtures and fittings;
   2. any addition or alteration connected with installations for the provision of services to the premises;
   3. the erection of a radio or television aerial or satellite dish; or
   4. external decoration.

**Changes to services**

1. You may not do any of the following without the consent of the landlord, which will not be unreasonably withheld or delayed:
   1. cancel the supply of water, electricity or gas (if applicable); or
   2. install or remove (or arrange to have installed or removed) any meters at the premises that relate to the supply of services to the premises.
2. You may change utility suppliers at any time during the tenancy with the consent of the landlord, which will not be unreasonably withheld or delayed.
3. **SECURITY AND SAFETY**

**Security and keys**

1. You must take reasonable care to keep the premises secure.
2. You may not do the following without the consent of the landlord, which will not be unreasonably withheld or delayed:
   1. change, add or remove any lock at the premises; or
   2. cut any additional keys or sets of keys.
3. The landlord may charge you for the reasonable cost of changing, adding or removing any lock or having any new keys cut where this is required as a result of your fault.
4. If the premises are going to be unoccupied for 14 or more consecutive days, you must make the landlord aware of this in advance. If the premises are to be left unoccupied you must comply with any requirements in respect of unoccupied premises contained in the landlord’s insurance policy, but only if the landlord has given you notice of those requirements.
5. If there is a burglar alarm, you may not change the burglar alarm codes without the consent of the landlord, which will not be unreasonably withheld or delayed. You must regularly check that the burglar alarm is working, and must inform the landlord of any defects or maintenance that is required.

**Fire alarms, smoke alarms and carbon monoxide detectors**

1. The landlord shall keep and maintain all fixed and non-fixed fire alarms, smoke alarms or carbon monoxide detectors at the premises in good working order, having regard to appropriate regulations and guidance. The tenant must not interfere with these devices or unreasonably obstruct the landlord from undertaking those duties or otherwise fail to report to the landlord any defects or maintenance requirements that you are made aware.
2. **TRANSFERRING OCCUPANCY RIGHTS**

**General prohibition**

1. You may not create a tenancy nor confer the right to occupy the premises upon any other person nor transfer your rights under this contract nor create a mortgage or other charge on the premises except in a way permitted in this contract.

**Lodgers**

1. You may allow persons to live in the premises as lodgers if the landlord consents. Such consent will not be unreasonably withheld or delayed.

**Transferring**

1. You may transfer the benefit of this contract with the consent of the landlord. This consent should not be unreasonably withheld or delayed. You will be liable for the reasonable costs incurred by the landlord in the event of such a transfer.
2. Where one of two or more joint tenants wishes to transfer the benefit of this contract in accordance with Term 61 (“the leaving joint tenant”) to a third party (“the replacement tenant”), the replacement tenant and all other joint tenants shall enter into a deed of variation of this contract with the landlord so that the replacement tenant is bound by the obligations contained in this contract and the leaving joint tenant’s obligations are discharged in respect of any breaches of the obligations under this contract occurring after the transfer.
3. **TERMINATION OF THE CONTRACT: GENERAL**

**Termination**

1. This contract may be ended in accordance with terms 64 to 68 and 75 to 84.
2. If the premises are subject to a mortgage and the mortgage lender requires possession of the premises for the purposes of selling or otherwise disposing of the premises with vacant possession, then the lender may seek possession of the premises from you.

**Agreement**

1. If the landlord and you agree in writing to end this contract after the commencement date:
   1. this contract ends when you give up possession of the premises in accordance with the agreement; or
   2. if you do not give up possession as you are a tenant under a substitute occupation contract (see term 66), this contract ends immediately before the commencement date of the substitute occupation contract.
2. A substitute occupation contract is one designed to replace this contract in respect of the same property.

**Repudiation**

1. If the landlord commits a repudiatory breach of contract and you give up possession of the premises because of that breach, this contract ends when you give up possession of the premises.

A repudiatory breach of contract by the landlord includes a serious breach of contract of which the landlord has been notified, but one which the landlord has persistently refused to resolve. You should seek advice if you believe that the landlord has committed a repudiatory breach before considering this contract to be at an end.

**When this contract ends**

1. This contract ends in accordance with the Housing Act 1988 (as amended). This means that you can remain in occupation of the property after the end of the fixed term on a periodic basis. The contract only ends once;
   1. The landlord must serve (i) a notice seeking possession under sections 8 or 8A of that Act or (ii) a notice under section 21 has been served which ends on, or after the end of, the fixed term; and
   2. The court has made an order for possession of the property; or
   3. You agree with the landlord to end the contract in accordance with Term 65 above.
2. When this contract ends, you must only leave behind property belonging to the landlord, and property belonging to others who are staying on in the premises.
3. You will be responsible for meeting all reasonable removal and storage charges if you leave items of property in the premises after the contract ends. The landlord will remove and store them for no more than one month. The landlord will notify you of where they are being stored at your last known address. If the items are not collected within one month, the landlord may dispose of the items and you will be liable for the reasonable costs of such disposal. The costs of storage and disposal may be deducted from any sale proceeds or your security deposit. You will be liable for any outstanding costs.
4. If any furniture belonging to the landlord is moved while this contract is in effect, it must be returned to where it was at the start of this contract.
5. You must return all keys to the premises (including any additional keys that have been cut) to the landlord. If you fail to do so, the landlord may charge you for the reasonable cost of changing, adding or removing any lock or having any new keys cut.
6. When this contract ends, you may not leave anyone else living in the premises when you leave (unless they have a right of their own to be there).

**Refunding pre-paid rent and charges**

1. When this contract ends the landlord must refund to you an appropriate proportion of any pre-paid rent and other relevant and returnable payments, to be calculated on a pro-rata basis within a reasonable time. If contract ends during the fixed-term period by notice given by you, then the landlord is not obliged to refund any amount of rent relating to that period, other than an appropriate proportion which represents the amount by which the landlord has mitigated the losses.

For fixed-term contracts, a landlord need only refund that appropriate proportion of any pre-paid rent to you which relates to an equivalent period for which there is a replacement tenant. Therefore, if there is no replacement tenant, then the landlord is not required to refund any amount. The landlord must make reasonable attempts to find a replacement tenant.

1. **TERMINATION BY YOU**

**Tenant’s notice**

1. You may end this contract by giving the landlord notice that you will give up possession of the premises on a date specified in the notice. This right is in addition to Term 67 and any other provision of law. The date specified may not be before the end of the fixed term, unless the landlord agrees.
2. When giving notice under term 75 you must give the landlord at least one month’s notice in writing that you wish to end the tenancy at the end of a rent period (for example, at the end of the week or month period covered by your regular rent payments).
3. If you give up possession of the premises on or before the date specified in a notice under term 75, this contract ends on the date specified in the notice.
4. If you give up possession of the premises after that date but in connection with the notice, this contract ends on the day on which you give up possession of the premises, or, if a possession order is made, on the date the possession order is executed.
5. The notice ceases to have effect if, before this contract ends, you withdraw the notice by further notice to the landlord, and the landlord does not object to the withdrawal in writing before the end of a reasonable period.
6. **TERMINATION BY THE LANDLORD**

**Landlord’s notice**

1. If you give up possession of the premises on or before the date specified in a notice under term 68(a)(ii), this contract ends on the date specified in the notice.
2. If you give up possession of the premises after that date but in connection with the notice, this contract ends on the day on which you give up possession of the premises, or if a possession order is made, on the date the order for possession is executed.
3. The notice ceases to have effect if, before this contract ends the landlord withdraws the notice by further notice to you, and you do not object to the withdrawal in writing before the end of a reasonable period.
4. **VARIATION**

**General**

1. Subject to Term 61, this contract may not be varied or changed except by agreement between you and the landlord or as a result of changes in the law.

**Written statement of variation**

1. If this contract is varied under term 83 the landlord must, before the end of the relevant period (see term 87), give you a written statement of the term or terms varied, or a written statement of the contract as varied clearly identifying the term or terms varied.
2. The relevant period is the period of two weeks starting with the day on which this contract is varied.
3. The landlord may not charge a fee for providing a written statement under term 84.
4. **OTHER MATTERS**

**Deception**

1. If the landlord makes this contract in response to a relevant false statement then you may be treated as being in breach of this contract. A false statement is relevant if it is made knowingly or recklessly by you, or another person acting at your instigation.

**Information about the landlord, the landlord’s agent and this contract**

1. The landlord must give you notice of any change of address to which you may send documents that are intended for the landlord. This must be an address in England or Wales.
2. If there is a change in the identity of the landlord then the landlord detailed in this agreement must give you notice in writing of the details of the new landlord.
3. Any notice or other document required or authorised to be given or made by this contract must be in writing or in electronic form. Section 196, Law of Property Act 1925 applies to notice in writing. This means that it is sufficiently served if left at your last known address or place of work, or if it is sent by registered letter and not returned undelivered.
4. Any notice or other document provided in electronic form must have the certified electronic signature (in accordance with section 7(2) and (3) of the Electronic Communications Act 2000) of each person by whom it is required to be signed or executed.
5. **ADDITIONAL TERMS (Check these terms carefully)**

|  |  |
| --- | --- |
| **Paragraph No.** | **Term.** |
|  | **[The tenant pays the deposit as security for performance of the tenant's obligations and it may be used to pay to compensate the landlord for the reasonable costs of any breach of those obligations or against any outstanding rent, unless lawfully withheld by the tenant.]** |
|  | **[On giving the tenant at least 24 hours notice in writing, to allow the landlord, or any person acting on behalf of the landlord, access to view the property, during normal working hours, accompanying a prospective tenant or purchaser of the property.]** |
|  | **[At the end of the tenancy, the landlord may use the deposit to pay unpaid accounts or charges for water, electricity or gas or other fuels used by the tenant in the premises, unless lawfully withheld by the tenant.]** |
|  |  |
| Inventory: You should receive this before the tenancy starts. Take care to ensure that the inventory is detailed and correctly describes the contents and their condition at the time when you first occupy the premises. If photographs are used to show the contents, be sure these are accurate and up-to-date. You should bring any differences between the inventory and actual contents of the premises to the attention of the landlord or agent at the earliest opportunity. It may be wise for you to take your own photographs before you occupy the property. | |

**THIS DOCUMENT IS IMPORTANT – READ IT BEFORE SIGNING IT**

Keep it somewhere safe. You may need to refer to it in the future.

If you and your landlord both sign this agreement it will mean that:

* you have a right to live in the premises in accordance with this agreement and the applicable law;
* you have important rights regarding how you may use the premises, although some of these require the consent of your landlord;
* Your landlord can get a court order to evict you
  + if you do not keep to the terms of this agreement, but your landlord must first serve a notice on certain grounds asking you to leave the premises; and
  + if the landlord has served a notice in the proper way giving you two months to leave at the end of the term or at any time afterwards and you do not leave.

|  |  |  |
| --- | --- | --- |
| **SIGNATURES** | | |
| **Landlord Details** | | **Date(s)** |
| Landlords Full Name:  Name of Person Signing: (Companies, agents, etc.)    Landlords Signature: | |  |
| **Tenant Details** | |  |
| **Tenants Full Name** | **Tenants Signature** | **Date(s)** |
|  |  |  |

The details given by the landlord must include an address in England or Wales and is the address at which notices may be served on the landlord by you. If more than one tenant is listed on this agreement then those tenants hold joint and several liability for the premises. This means that all tenants named above will be liable for the obligations contained in this agreement, including rent payments, whether or not they remain in occupation of the premises. Any or all of these persons may be pursued in the event of non-payment of rent. All statutory notices must usually be served by the landlord on all such tenants; but please remember that one tenant can give a notice to the landlord to end the whole tenancy. Each individual tenant will be provided with a copy of this agreement.

Disclaimer: Whilst the Council issues this agreement in good faith, no responsibility whatsoever is accepted by the Council or its officers for the accuracy or legal effect of the agreement when used by landlords, tenants or the general public. Nothing in this agreement shall be construed or relied on as legal advice, representation or opinion and you should take independent legal advice when dealing with specific situations.

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