

# ASSURED PERIODIC TENANCY AGREEMENT

for letting a residential dwelling in England

## Important Notes for Tenants

- **This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the duration of the tenancy.**
- **Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually. Where the tenancy is subject to deposit protection then joint tenants may have to nominate a lead tenant to act on their behalf with the Landlord or Tenancy Deposit Scheme provider or their alternative dispute resolution service provider.**
- **If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing**

## General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation within the provisions of the Housing Act 1988 (as amended, including the provisions of the Renters' Rights Act 2025). As such, this is a legal document and should not be amended without adequate knowledge of the law of landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing it in order for this agreement to be fully enforceable.
3. This agreement may be used for assured periodic residential tenancies with a maximum rent period of up to one month. This periodic tenancy agreement will continue until terminated by either party.
4. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if it is sent by post in a registered letter (if the letter is not returned undelivered) addressed to the Tenant at the Property, or left addressed to the Tenant at the Property or at the last known address of the Tenant.
5. This agreement has been drawn up after consideration of the Unfair Contract Terms Guidance published by the Competition and Markets Authority.
6. Where a tenancy deposit is accepted under this tenancy, it must be protected by a tenancy deposit protection scheme and certain documents must be given to the Tenant. Take advice if necessary.
7. Clause 4.3 does not prevent the Tenant from working from home provided that the Tenant is not using the Property as their main business address and that this home working is incidental to the Tenant's use of the Property as residential accommodation.

## More Information

For landlords and letting agents who require further information regarding the use of this agreement please refer to the Letting Centre's drafting and guidance notes or our website at [www.letlink.co.uk](http://www.letlink.co.uk)

For tenants or landlords who require further information regarding their tenancy please contact the landlord or letting agent.



(b) to ensure relevant electrical installations in the Property are inspected and tested by a qualified person (within the meaning of that regulation) at least every five years or, if required by the most recent report referred to in sub-paragraph (c) below, earlier, and

(c) to obtain a report from the person conducting that inspection and test, which gives the results of the inspection and test and the date by which the next inspection and test is required, and to supply a copy of that report to the Tenant.

8. Where there is a gas fitting installed in or serving the Property and that gas fitting is one to which Regulation 36 of the Gas Safety (Installation and Use) Regulations 1998 (duties of landlords) ("the 1998 Regulations") apply, the Landlord is under an obligation to do the following:

(a) to ensure that there is maintained in a safe condition any relevant gas fitting and any relevant flue which serves a relevant gas fitting,

(b) to ensure that each appliance and flue to which that duty extends is checked for safety— (i) by, or by an employee of, a member of a class of persons approved, at the time of the check, by the Health and Safety Executive, and (ii) at intervals to be determined in accordance with the 1998 Regulations, and

(c) to ensure that a record in respect of any appliance or flue so checked is made and, subject to exceptions, that a copy of that record is given to the Tenant.

9. Section 190 of the Equality Act 2010 (improvements to let dwelling houses) ("the 2010 Act") has the effect that a landlord may not unreasonably withhold consent to a tenant's application to make an improvement (within the meaning of section 190(9) of the 2010 Act) to premises where:

(a) a disabled person (within the meaning of section 6 of the 2010 Act) occupies or intends to occupy the premises as their only or main home, and

(b) the improvement is likely to facilitate the disabled person's enjoyment of the premises, having regard to their disability, and

(c) the rights and obligations conferred by section 190 do not apply in so far as provision of a like nature is made by the tenancy.

10. The Tenant may keep a pet at the Property if the Tenant asks to do so in accordance with section 16A of the Housing Act 1988 (requesting consent to keep a pet) and the Landlord consents, and such consent is not to be unreasonably refused by the Landlord.

11. Notice is hereby given that the Landlord may wish to recover possession on one or more of Grounds 2ZB, 2ZD, 5 or 5C in Schedule 2 of the Housing Act 1988, where applicable. These Grounds are:

- the Landlord's lease is under a superior tenancy which was granted for a fixed term of over 21 years and that superior tenancy has ended or is coming to an end (Ground 2ZB),
- possession is required by a superior landlord after a superior tenancy that was granted for a fixed period of over 21 years ends and the superior landlord becomes the Tenant's direct landlord (Ground 2ZD),
- the property is held for use by a minister of religion to perform their duties of their office and is required for occupation by a minister of religion (Ground 5), or
- possession is required as the Property was let as a result of the Tenant's employment by the Landlord and the employment has come to an end, or the tenancy was not meant to last the duration of the employment and the dwelling is required by a new employee (Ground 5C).

THIS AGREEMENT is made BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is and shall be an assured periodic tenancy within the meaning of the Housing Acts

**1.** The Landlord agrees to let and the Tenant agrees to take the Property and Contents under an assured periodic tenancy at the Rent payable as above

**2.1 Deposit.** The Tenant pays the Deposit as security for the performance of the Tenant's obligations set out in this Agreement and to pay and compensate the Landlord for the reasonable costs and losses of any breach of those obligations. It is specifically agreed that this money is not to be used by the Tenant as payment for any rent due under this Agreement. No interest shall be payable on this Deposit. The balance of the Deposit to be paid to the Tenant as soon as reasonably possible after the conclusion of the tenancy, less any reasonable costs and losses incurred for the breach of any obligation as agreed with the Tenant, or decided by the Court or by the appropriate deposit scheme (details of which are contained in the scheme's deposit information leaflet/terms and website)

**2.2 Inventory.** Where the Landlord or the Landlord's Agent has prepared an inventory for the Property and given a copy to the Tenant at the start of the tenancy, unless the Tenant returns a signed copy of the Inventory within the first week of occupation with any appropriate alterations or notes as required, it shall be taken that the Tenant accepts the Inventory as a full and accurate record of the condition of the Property and its contents

**The Tenant agrees with the Landlord:** (clauses 3 to 7)

### **3. Rent & charges**

(3.1) To pay the Rent on the days and in the manner specified to the Landlord's Agent. Interest will be payable on any late rent payments where payments are more than 14 days overdue. Such interest will be payable at an annual percentage rate of 3% above the Bank of England Base Rate calculated on a daily basis starting on the 15th day after the rent due date

(3.2) To pay promptly to the authorities to whom they are due, council tax, water and sewerage charges, gas, electric, television licence and telephone and other communication charges (if any) relating to the Property, where they are incurred during the period of the tenancy, including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected due to the Tenant's act or default. The Tenant agrees to ensure that all electricity, gas, water and telephone accounts as appropriate are transferred to the Tenant's name on commencement of this tenancy and to notify the Landlord or the Landlord's Agent prior to changing supplier for any of the utility services stated above

(3.3) To pay the Landlord's reasonable costs and losses incurred as a result of any breach of the terms of the tenancy by the Tenant

(3.4) To pay the reasonable costs incurred by the Landlord or the Landlord's Agent where the Tenant fails to give the legally required period of notice to end the periodic tenancy

(3.5) To pay the reasonable costs of the Landlord or the Landlord's Agent where the Tenant requests a variation to the tenancy

(3.6) Where a Guarantor acts as surety for the Tenant, if the Guarantor shall die, become bankrupt or otherwise seek to withdraw from their position as guarantor (either sole or one of several) for the tenancy then the Landlord shall, at the Landlord's option, give written notice to the Tenant that a replacement guarantor is required. Upon receipt of such notice the Tenant shall be required to obtain a new and equivalent guarantor within 30 days of receiving the notice. This includes a requirement that the replacement guarantor has an adequate financial credit rating and is acceptable to the Landlord. The Tenant further agrees to inform the Landlord as soon as possible on becoming aware that the guarantor has died or has become bankrupt

### **4. Use of the Property**

(4.1) Not to assign, sublet, part with possession of the Property, or let any other person live at the Property

(4.2) To use the Property as a single private dwelling as the Tenant's only or principal home and not to use it or any part of it for any other purpose nor to allow anyone else to do so

(4.3) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property. See General Note 7.

(4.4) Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage, or annoyance to the Landlord or the Landlord's Agent or a person residing, visiting or otherwise engaged in lawful activity in the locality

(4.5) Not to keep any pet(s) (or other living creatures that may cause damage to the Property, or annoyance to neighbours) at the Property without the Landlord's written consent. Any request made to the Landlord or their Agent must be made in writing and include a description of the pet for which consent is sought. Such consent shall not be unreasonably refused and, if granted, shall be subject to an agreed pet addendum setting out terms and conditions for keeping a pet at the Property.

(4.6) Not to use the Property for any illegal or immoral purposes

(4.7) Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the terms in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached

(4.8) The Tenant must not allow the number of persons occupying the Property to exceed the Maximum Number of Permitted Occupiers specified above without the Landlord's prior written consent. Because of houses in multiple occupation regulations and licensing requirements, the Landlord may be prosecuted and fined for allowing this number to be exceeded

(4.9) **This is a non-smoking Property.** The Tenant agrees not to smoke or permit any family member, guest or visitor to smoke tobacco or any other substance in the Property without the Landlord's prior written consent

### **5. Repairs and Damage to the Property**

(5.1) Not to damage the Property and Contents and not to make any alteration or addition to the Property without the written permission of the Landlord, such permission not to be unreasonably refused or delayed. The Tenant agrees to pay for any damage caused by the Tenant, a member of the Tenant's family or the Tenant's visitors or any other permitted occupiers

(5.2) Not to remove or permit to be removed any furniture or other contents from the Property and to pay the reasonable costs incurred by the Landlord or the Landlord's Agent in replacing or repairing, or at the option of the Landlord, replace immediately, any furniture or other contents, lost, damaged or destroyed by the Tenant, a member of the Tenant's family or the Tenant's visitors or any other permitted occupiers

- (5.3) To keep the interior of the Property and the Contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted
- (5.4) That the Landlord or any person authorised by the Landlord or the Landlord's Agent may at reasonable times of the day on giving 24 hours' written notice (unless in the case of an emergency) enter the Property for the purpose of inspecting its condition and state of repair
- (5.5) To keep the gardens, garden structures, driveways, pathways, lawns, hedges, rockeries and ponds (if any) regularly maintained in good and safe condition and as neat tidy and properly tended as they were at the start of the tenancy and not to remove any trees or plants
- (5.6) To replace all broken glass in doors and windows damaged during the tenancy where the damage has been caused by the Tenant, a member of the Tenant's family or the Tenant's visitors or any other permitted occupiers
- (5.7) 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, such consent not to be unreasonably withheld
- (5.8) To notify the Landlord or the Landlord's Agent promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property. Additional aerials, satellite dishes and other fixed cables may not be fitted without the Landlord's prior written consent
- (5.9) Not to affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause damage
- (5.10) To take all reasonable precautions to prevent frost damage at the Property and to keep the Property adequately heated and ventilated to prevent damage caused by condensation, mould or frost
- (5.11) In order to comply with the Gas Safety Regulations, it is necessary:
- (a) that the ventilators provided for this purpose in the Property should not be blocked
  - (b) that brown or sooty build-up on any gas appliance should be reported immediately to the Landlord or the Landlord's Agent
- (5.12) Not to cause any blockage to the drains, pipes, sinks or baths
- (5.13) Not to store in or at the Property any hazardous quantities of fuel or any other combustible or dangerous goods, provisions, materials or substances (other than those required for general household use) including any equipment or other items that may be a hazard, or introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent
- (5.14) That the Tenant shall be responsible for testing all smoke alarms and carbon monoxide alarms (if any) fitted in the Property on a regular basis and replace the batteries (if any) as necessary. Any alarms that are not in proper working order should be reported to the Landlord or the Landlord's Agent
- (5.15) To replace all bulbs, fluorescent tubes, fuses and replaceable filters as and when necessary. To follow the manufacturers or Landlord's instructions (where instructions have been provided)
- (5.16) To take all reasonable steps to keep the Property free from infestation by vermin and other pests including ants and cockroaches

**6. Other tenant responsibilities**

- (6.1) Within seven days of receipt thereof, to send to the Landlord or the Landlord's Agent all correspondence addressed to the Landlord or the owner of the Property 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 bye-law by any competent authority
- (6.2) To ensure that any claims for Housing Benefit, Universal Credit or equivalent housing support made by the Tenant are legally claimed or received without overpayment
- (6.3) That where the Property is left unoccupied, without prior notice in writing to the Landlord or the Landlord's Agent, for a prolonged period, the Tenant has failed to pay rent for that period, and has shown no intention to return, the Landlord may treat these actions as a surrender of the tenancy. This means that the Landlord may take possession of the Property and re-let it
- (6.4) To properly secure the Property including all locks and bolts to the doors, windows and other openings when leaving the Property unattended and to notify the Landlord or the Landlord's Agent in writing where the Property is left vacant for more than 28 consecutive days, and to allow the Landlord or the Landlord's Agent access to the Property in order to secure it where necessary
- (6.5) Not to change passwords, codes or other security settings on any alarm or other electronic controls installed at the Property without the Landlord's written permission
- (6.6) To allow contractors access to the Property, upon the Landlord or the Landlord's Agent giving reasonable written notice, and to allow electrical, gas and similar appliances, pipework and flues to be inspected and maintained. The Tenant further agrees to ensure that any access arrangements made in connection with such inspections or appointments are honoured so that contractors are able to carry out the work on the agreed day

(6.7) To promptly respond to any information requests by the Landlord or the Landlord's Agent with regard to 'Right to Rent' checks under the Immigration Act 2014 (or any subsequent legislation) and to notify the Landlord of any changes to the Tenant's immigration status

## 7. End of tenancy

(7.1) To return the Property and Contents at the end of the tenancy in the same clean state or condition as they were at the commencement of the tenancy, with fair wear and tear excepted, and to remove all the Tenant's personal effects and any waste or rubbish from the Property

(7.2) To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy

(7.3) To return the keys of the Property to the Landlord's Agent on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Landlord or the Landlord's Agent in replacing keys or securing the Property against re-entry where keys are lost or not returned

(7.4) To provide a forwarding address to the Landlord or the Landlord's Agent either prior to or at the end of the tenancy

(7.5) To arrange with all utility providers for final meter readings at the Property to be supplied and final bills to be paid at the end of the tenancy

(7.6) Where the Property is for sale, or due to be available to let, to allow the Landlord or the Landlord's Agent, to erect a sign on or outside the Property to indicate that the Property is for sale or available to let

(7.7) Where the Property is for sale, or due to be available to let, to permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at reasonable hours including at weekends to enter and view the Property with prospective tenants or purchasers, having first given the Tenant 48 hours' written notice

(7.8) The Tenant agrees to pay the Landlord's reasonable costs of enforcing this agreement, including by way of service of a notice of proceedings for possession under section 8 of the Housing Act 1988 where the tenant is in default, the costs of possession proceedings and obtaining an order for possession, and enforcing any such order (including an order for costs)

## 8. The Landlord agrees with the Tenant that:

(8.1) The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or the Landlord's Agent. This does not preclude the Landlord from taking action through the courts should the Tenant fail to pay the Rent due or be in breach of the Tenancy Agreement

(8.2) In the event that the Property is rendered uninhabitable by fire or flood or any other risk which the Landlord has insured, other than where the damage has been caused by the act or omission of the Tenant, a member of the Tenant's family or the Tenant's visitors then the parties will consider this Agreement as frustrated and terminated subject to the right of the Tenant to recover any rent paid for the period after the termination

**9. Forfeiture Provision.** The Landlord may apply to the court to end this tenancy and repossess the Property if:

- (a) the Tenant does not pay the Rent (or any part of it) within 14 days of the date on which it is due; or
- (b) the Tenant does not comply with the obligations set out in this Agreement; or
- (c) the Landlord was induced to grant the tenancy by a false statement; or
- (d) any of the Grounds specified in Schedule 2 of the Housing Act 1988 (as amended) apply to this tenancy.

This termination clause operates subject to the proviso that the Landlord must obtain a court order before repossessing the Property.

**IMPORTANT. Only the Court can order the Tenant to give up possession of the Property**

**10.** The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 and to comply with the obligations under section 9A of the Landlord and Tenant Act 1985 (see Written Statement of Terms – Notes 5 and 6)

**11.** In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"The Landlord" includes the persons who during the period of the tenancy have a legal interest in the Property

"The Tenant" includes those who might inherit the tenancy. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually. This means that any one of the members of a joint tenancy can be held responsible for the full rent and other obligations under the Agreement if the other members do not fulfil their obligations

"The Landlord's Agent" refers to the person or persons appointed by the Landlord to manage the Property and collect Rent, or anyone who subsequently takes over those rights and responsibilities

"Property" includes any land, part or structure belonging to the Landlord within the Property boundaries including fences, gardens and outbuildings unless they have been specifically excluded

**12. The parties agree:**

(12.1) Notice is hereby given that possession might be recovered under Ground 4A, Schedule 2 of the Housing Act 1988 if applicable. That is, the Property is a house in multiple occupation that is let to full-time students and possession of the Property is required for a new group of students in line with the academic year (Ground 4A)

(12.2) The Landlord is required to serve notices and other documents on the Tenant in accordance with the provisions of the Housing Acts and other housing related legislation. Such notice or documents shall be sufficiently served if served at the last known address of the Tenant in accordance with section 196 of the Law of Property Act 1925 - see General Note 4 on page 1 (subject to Clause 12.3 below)

(12.3) That notices and other documents given in connection with this tenancy may be served by email on the Tenant at the email address(es) supplied above. Where this clause applies, any such notice or document will be regarded as received by the Tenant at the start of the next business day after it was first sent. *[The Tenant(s) Email may be left blank where the Tenant does not agree to this clause]*

(12.4) Whilst the Landlord or the Landlord's Agent shall make every effort to keep the Tenant's personal details safe and secure, it may be necessary to share such information with certain third parties for the purposes of the management of the tenancy and for the purposes of enforcing any of the obligations of this tenancy agreement. Such third parties include the Home Office, utility companies, maintenance contractors, credit and referencing agencies and debt collection companies. The Tenant's personal data will be disposed of within a reasonable time after the determination of the tenancy. The Landlord or the Landlord's Agent will not divulge personal contact details to any other third party organisation for marketing purposes without prior approval unless this is necessary to comply with a statutory obligation

**13. Special Conditions.** The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto

**THE FIRST SCHEDULE** (N.B. Clauses in this section have been individually negotiated)

Special conditions *(attach a separate sheet if necessary)*

**SIGNED by the LANDLORD(S) :-**

(or the Landlord's Agent)

.....

**In the presence of :-**

Name .....

Address .....

Occupation .....

Witness Signature .....

**SIGNED by the TENANT(S) :-**

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**In the presence of :-**

Name .....

Address .....

Occupation .....

Witness Signature .....

Date: .....N.B. The tenancy agreement should be signed by all tenants