

BARE CONTRACTUAL AGREEMENT

for letting residential dwellinghouse

General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
3. The landlord can recover the property from the tenant/s should the terms and conditions of this agreement are not met.
4. This Agreement requires the Landlord to keep in repair the structure and exterior of the Property and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating or heating water

Note for Tenants

- ◆ **This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.**
 - ◆ **If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.**
-

Date:

Landlord(s): <<LNAME>>

Agent: <<SPNAME>>
<<SPADD1>>
<<SPADD2>>
<<SPADD3>>
<<SPADD4>>
<<SPPSTCD>>

Tenant(s): <<TYAGNAME>>

Property: The dwellinghouse known as:
<<PADD1>>, <<PADD2>>, <<PADD3>>, <<PADD4>>, <<PPSTCD>>

Contents: The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory

Term: For the term of <<TYTERM>>

Commencing on: <<TYCurSTART>>

Rent: £<<TYRENT>> per calendar month for the period of <<TYTERM>>

Payment: in advance per calendar month for the period of <<TYTERM>> payable on the monthly

Deposit: A deposit of £<<TYDEPFULL>> is payable on signing this Agreement

Stakeholder: <<SPNAME>>

1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above

2. The tenancy deposit

The Deposit of £<<TYDEPFULL>> is paid by the Tenant to the Agent.

(2.1) The deposit is held by:

(2.1.1) The Agent

(2.2) any interest earned will belong to:

(2.2.1) The Agent.

(2.3) The Deposit has been taken for the following purposes

(2.3.1) Any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which the tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the landlord.

(2.3.2) The reasonable costs incurred in compensating the landlord for, or for rectifying or remedying any major breach by the tenant of the tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.

(2.3.3) Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property for which the tenant is liable.

(2.3.4) Any rent or other money due or payable by the tenant under the tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy.

3. The Tenant agrees with the Landlord:

- (3.1) To pay the Rent on the days and in the manner specified to the Agent
- (3.2) To pay promptly to the authorities to whom they are due, council tax and outgoings (including water and sewerage charges, gas, electric, light telephone and television license (if any) relating to the Property), 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. The Tenant agrees to inform the Landlord prior to changing supplier for any of the utility services (e.g. gas, electricity, telephone, water etc.)
- (3.3) Not to damage or injure the Property and Contents or make any alteration or addition to it. Any redecoration is to be made only with the prior written consent of the Landlord or his Agent
- (3.4) Not to leave the Property vacant for more than 28 consecutive days and to properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended
- (3.5) To keep the interior of the Property and the Contents in good and clean condition and complete repair (reasonable wear and tear excepted) and to keep the Property at all times well and sufficiently aired and warmed during the tenancy
- (3.6) To promptly pay the Landlord or his Agent the value of replacement of any furniture or effects lost damaged or destroyed or at the option of the Landlord, replace promptly any furniture or effects lost damaged or destroyed, and not to remove or permit to be removed any furniture or effects from the Property
- (3.7) To yield up the Property and Contents at the expiration or sooner determination of the tenancy in the same clean state or condition as they shall be in at the commencement of the tenancy, fair wear and tear excepted
- (3.8) To clean or pay for any cleaning services that may be required to reinstate the Property to the same order that it was provided at the commencement of the tenancy including the washing or cleaning of all linen, bedding, carpets and curtains which shall have been soiled during the tenancy, fair wear and tear excepted
- (3.9) 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
- (3.10) That the Landlord or any person authorised by the Landlord or his Agent may at reasonable times of the day on giving 24 hours' notice (unless in the case of an emergency) enter the Property for the purpose of viewing, inspecting its condition and state of repair or for the purpose of repair, maintenance or repainting
- (3.11) Not to assign, or sublet, part with possession of the Property, or let any other person live at the Property, without the written consent of the Landlord or Agent
- (3.12) 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
- (3.13) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property
- (3.14) 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 occupiers of the neighbouring premises, or which may void any insurance of the Property or cause the premiums to increase
- (3.15) Not to keep any animals or birds or other living creature on the Property without the Landlord's written consent such consent if granted to be revocable at any time on reasonable grounds by the Landlord
- (3.16) To keep the gardens (if any) including all driveways, pathways, lawns, hedges and rockeries neat tidy and properly tended throughout the tenancy and not remove any trees or plants
- (3.17) To replace all broken glass in doors and windows damaged during the tenancy

- (3.18) 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
 - (3.19) Not to use the Property for any illegal or immoral purposes
 - (3.20) To send to the Landlord all correspondence or notices addressed to the Landlord or the owner of the Property (or any building of which the Property forms part) within seven days
 - (3.21) 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
 - (3.22) To notify the Landlord promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property or which may give rise to a claim under the insurance of the Property
 - (3.23) Not to glue stick or otherwise fix anything whatsoever to the exterior or interior of the Property without the Landlord's written consent not to be unreasonably withheld
 - (3.24) To take all reasonable precautions to prevent damage by frost
 - (3.25) Where the Landlord's interest is derived from another lease ("the Headlease"), then it is agreed that the Tenant will observe the restrictions in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is available for inspection.
 - (3.25.1) Not to place, leave or cause to be left anything in the entrance, landing, passage, stairway, lift or other common part of the building (if any) and not to throw or allow to be thrown anything whatsoever from any windows on the premises.
 - (3.26) 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 Agent
 - (3.27) To keep the drains free from obstruction and the chimneys swept as often as necessary
 - (3.28) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent
 - (3.29) That the Tenant shall be responsible for testing all smoke detectors (if any) fitted in the Property on a regular basis and replace the batteries as necessary
 - (3.30) Within the last two months of the tenancy to permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at reasonable hours in daytime to enter and view the Property with prospective tenants or purchasers with a minimum of 24 hours notice
 - (3.31) That where the Property is left unoccupied, without prior notice in writing to the Landlord or 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 re-let it, subject to the Agent's published abandonment procedures which are available for inspection
 - (3.32) To return the keys of the Property to the 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 Agent in securing the Property against re-entry where keys are not returned
4. The Landlord agrees with the Tenant that:
- (4.1) provided the Tenant shall pay the Rent and perform the agreements on his part already referred to, the Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent
 - (4.2) the Landlord will return to the Tenant any rent payable for any period during which the Property may have been rendered uninhabitable by fire or any other risk which the Landlord has insured.
5. By obtaining a court order, the Landlord may re-enter the Property and immediately thereupon the tenancy shall absolutely determine without prejudice to the 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 fourteen days whether formally demanded or not

6. With reference to Ground 17 of the 1996 Housing Act, in the event that the Tenant has supplied fraudulent information on their reference application form, the Agent will seek possession of the property.
7. In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:
 - "The Landlord" includes the persons for the time being entitled to the rent and any other considerations specified within this agreement and any supplemental agreements
 - "The Tenant" includes the successors in title. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually
8. The Tenant shall be jointly and severally liable for the obligations contained within this tenancy agreement
9. The Tenant irrevocably authorises the Local Authority, Benefit Office, Post Office and the relevant utility companies (including electricity, gas, water, and telephone) to discuss and disclose to the Landlord or Agent all financial and other information relating to the Property or any associated 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 monies owing.
10. The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto
11. **At the end of the tenancy:**
 - (11.1) If there is no dispute the Agent will keep or repay the Deposit, according to the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the deposit.
 - (11.2) The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected.

The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his knowledge and belief.

The Tenant has been given the opportunity to examine this information and to confirm by signing this document that the information is accurate to the best of the Landlord's knowledge and belief.

The Tenant confirms by signing this document that the Landlord confirms that the information contained is accurate to the best of the Landlord's knowledge and belief.

Signed by the Tenant: _____

Date: _____

Signed by the Landlord/Agent : _____

Date: _____

SPECIAL TENANCY CONDITIONS

[Note: Both Landlord and Tenant must initial at bottom of page.]

- 12. There shall be incorporated into this Agreement such of the provisions set out below in this condition 6 as both the Landlord and the Tenant shall have initialed:**
- 12.a In the event that the refrigerator or freezer (if any) ceases to properly function with the result that any consumables contained in the said appliances(s) and belonging to the Tenant, thaws or becomes damaged or otherwise unsafe for human consumption and as a consequence requires to be destroyed or discarded then the Tenant agrees not to seek reimbursement from the Landlord for any loss or inconvenience suffered, where the Landlord or Agent are not at fault, or losses which were not foreseeable when the tenancy agreement was entered into.
- 12.b The Tenants will be responsible for paying £50.00 + VAT of any subsequent agreement.
- 12.c Please note that the burning of candles can cause damage to the property and all due care and attention should be taken at all times. Should there be any damage due to spillage, burns or smoke, the tenant(s) will be responsible for all cleaning and or decorating costs and the replacement of carpet(s) on the new for old basis.
- 12.d The Tenant is advised to indemnify³ by way of insurance, for accidental damage to Landlord's fixtures and fittings and any furniture and furnishings within the property.
- 12.e All rent payments must be paid by standing order **FOR THE FULL AMOUNT** set up four days prior to your rent date.
- 12.f No interest on deposits or rent paid in advance held by the Landlord/Agent will be paid to the Tenant(s).
- 12.g When the landlord and tenant agree how the deposit should be returned, in full or in part, it must be paid back within 10 working days.
- 12.h The Tenant/s are requested to indicate their intention regarding renewal of their contract.
- 12.i Not to make or have made any duplicate keys to the Premises, nor to replace nor add any new locks to the Premises without the previous consent of the Landlord or his Agent and in the event of such consent being forthcoming the Tenant undertakes that one full set of keys to the new locks shall at all times be provided at the Tenant's expense to the Landlord or his Agents, all such keys are to be returned to the Landlord's Agent at the end of the Term.
- 12.j Any rents that are over **FIVE (5)** days late, an administration charge of **£30.00 +VAT** will be automatically charged, which will cover an initial attempt to recover arrears. Further correspondence may be charged at **£10.00 +VAT per communication**.
- 12.k If you owe rent or any other money legally payable to us under the agreement, you will have to pay interest on this amount from the date that it should have been paid. The interest rate is 3% above the base rate used by HSBC plc. This rate may apply before, as well as after, a court judgement has been made against you, depending on the terms of the court judgement.
- 12.l To pay all bank charges or costs incurred by the Landlord and the landlord's agent as a result of any late payment or any default by the tenant in paying any rent or any other liability due under this agreement whether formally demanded or not.
- 12.m This Tenancy is taken subject to a NO SMOKING policy with the property at all times and by all persons.
- 12.n PLEASE NOTE THAT IF THERE ARE ANY DILAPIDATIONS AT THE END OF THE TENANCY, AN ADMINISTRATION CHARGE OF UP TO £50 PLUS VAT WILL BE LEVIED IN CONSIDERATION OF EXTRA MANAGEMENT TIME.**
- 12.o The Tenant accepts that when notified in writing of any works to be carried out, the Tenant must contact the Agent within 7 working days, otherwise the Agent will assume that the Tenant accepts the deductions and the Agent will have the works carried out and the cost deducted from the deposit.
- 12.p It is the Tenant's responsibility to cancel the standing order at the end of the tenancy. Just Lets reserves the right to charge £15 per hour +VAT for administration of return of monies due to non-cancellation of standing orders.
- 12.q If a copy of the Assured Shorthold Tenancy Agreement is required, Just Lets will charge from £10 +VAT.
- 12.r Should a Tenant lock themselves out and require the use of the management set of keys, a £50 deposit will be required. This is refundable in full on return of the keys.
- 12.s It is the Tenants responsibility to change the batteries in all smoke detectors and replace light bulbs when needed.
- 12.t If the Property is deemed to be abandoned, Just Lets will store belongings for a maximum of 1 month after the end date of the

³definition: protect or secure (a person) in respect of harm, a loss, *etc*

- 12.u Maintenance issues must be submitted in writing (post, fax, email, by hand), although we recommend that urgent issues are reported immediately by telephone as well.
- 12.v Under the terms of The Late Payment of Commercial Debts (Interest) Act 1998 amended 2002, Pier Associates Ltd may pass information regarding debts to third parties for recovery of such a debt. All reasonable expenses incurred up to £100 + VAT will be levied for this.
- 12.w Just Lets reserve the right to charge £10 plus VAT to provide a reference for current or previous tenants.
- 12.x A charge of £40 plus VAT will be payable by the Tenant to cover the Check-Out to be conducted at end of this Tenancy Agreement. If not paid before Check-Out the Tenant agrees that this fee shall be deducted from the Deposit.

- End of Special Tenancy Conditions -

SAMPLE

SIGNED by the LANDLORD(s) :-

(or the Landlord's Agent)

In the presence of :-

Name: _____

Address: 87 Church Road, Hove BN3 2BB

Witness Signature _____

SIGNED by the TENANT(s) :-

In the presence of :-

Name: _____

Address: 87 Church Road, Hove BN3 2BB

Witness Signature _____

SAMPLE