

RENTAL AGREEMENT

(For an Un/furnished House or flat on an Assured Short hold Tenancy)

The Property _____

The Landlord _____

The Tenant _____

The Term _____ Months beginning on _____

The Rent £_____per week/month* payable in advance on the _____of each week/Month*

The Deposit £_____

Dated _____ DD/MM/YYYY

Signed _____

(The Landlord)

(The Tenant)

THIS RENTAL AGREEMENT comprises the particulars detailed above and the terms and conditions Printed overleaf whereby the Property is hereby let by the Landlord and taken by the Tenant for the Term of the Rent.

IMPORTANT NOTICE TO TENANTS:

- (1) In general, if you currently occupy this property under a protected or statutory tenancy and you give it up to take a new tenancy of the same or other accommodation owned by the same Landlord that tenancy cannot be an assured shorthold tenancy and this agreement is not appropriate.
- (2) if you currently occupy this property under an assured tenancy which is not an Assured Shorthold Tenancy your landlord is not permitted to grant to you an Assured Shorthold Tenancy of this or an alternative property

IMPORTANT NOTICE TO LANDLORDS:

- (1) The details of "The Landlord" near to the top of this agreement must include an address for the Landlord in England or Wales.
- (2) Always remember to give the written notice to Terminate the Tenant Two clear months before the end of the term.

Terms And Conditions

1. This agreement is intended to create an assured shorthold tenancy as defined in section 19A Housing Act 1988 and the Provisions for the recovery of possessions by the landlord in Section 2.1 thereof apply accordingly.

2. The tenant Will:

- 2.1 pay the rent at the times and in the manner aforesaid without any deduction abatement or set off whatsoever
- 2.2 pay all charges in respect of any electric, gas, water and telephonic or televisual services used at or supplied to the property and council tax or any similar tax that might be charged in addition to or replacement of it during the term
- 2.3 keep the interior of the property in a good, clean and tenatable state and condition and not damage or injure the property
- 2.4 yield up the property at the end of the term in the same clean state and condition it was in at the beginning of the term (reasonable wear and tear and damage by uninsured risks excepted)
- 2.5 not make any alteration or addition to the property not without the Landlord's prior written consent do any redecoration or painting of the property
- 2.6 not do or omit to do anything on or at the property which may be or become a nuisance or annoyance to the Landlord or owners or occupiers of adjoining or nearby premises or which may in any way prejudice the insurance of the property or cause an increase in the premium thereafter
- 2.7 not without the Landlord's prior consent allow or keep any pet or any kind of animal at the property
- 2.8 not assign, sublet, charge or part with or share possession occupation of the property
- 2.10 permit the Landlord or anyone authorized by the Landlord at reasonable hours in the daytime and upon Reasonable prior notice (except in emergency) to enter And view the property for any proper purpose (including the checking of compliance with the Tenant's obligation under this agreement and during the last month of the term the showing of the property to new Tenants)
- 2.11 pay interest at the rate of 4% above the base lending rate for the time being of the landlord's bankers upon any rent or money due to the tenant under this agreement which is more than days in arrear I respect from the period from which it became due to the date of payment.

3. The landlord will:

- 3.1 subject to the Tenant paying the rent and performing his/her obligations under this agreement allow the tenant peaceably to hold and enjoy the property during the term without lawful interruption from the landlord or any person rightfully under or in trust for the landlord.
- 3.2 insure the property.
- 3.3 Keep in repair the structure and exterior of the property (including drains, gutters and external pipes).
Keep in repair and proper working order the installations at the property for the supply of water, gas and electricity and for sanitation (including basins, sinks and sanitary conveniences).
Keep in repair and proper working order the installation at the property for space heating and heating water.

But the landlord will not be required to:

- Carry out works for which the Tenant is responsible by virtue of his/her duty to use the property in a tenant-like manner.
- Rebuild or reinstate the property in the case of destruction or damage by fire of tempest flood of other inevitable accident

4. if at any time

- 4.1 any part of the rent is outstanding for 10 days after becoming due (whether formally demanded or not) and/or
 - 4.2 There is any breach, non-observance or non-Performance by the tenant of any covenant or other term of this agreement and/or.
 - 4.3 Any interim receiver is appointed in respect of the Tenants property or Bankruptcy orders made in respect of the Tenant or the Tenant makes any arrangement with his creditors or suffers any distress or execution to be levied on his goods and/or .
 - 4.4 any of the grounds set out as grounds 8 or grounds 10-15 (inclusive) (which relate to breach of any obligation by a tenant) contained in the housing act 1988 schedule 2 apply
the landlord may enter the property or any part of the property (and upon such re-entry this agreement shall absolutely determine but without prejudice to any claim which the landlord may have against the tenant in respect of any antecedent breach of any covenant or any term of this agreement)
 5. The deposit has been paid by the tenant and is held by the landlord to secure compliance with the tenant's obligations under this agreement (without prejudice to the landlord's other rights and remedies) and if , at any time during the term, the landlord is obliged to draw upon it to satisfy any outstanding breaches of such obligations then the tenant shall forthwith make such additional payment as it necessary to restore the full amount of the deposit held by the landlord. As soon as reasonably practicable following termination of this agreement the landlord shall return to the tenant the deposit or the balance thereof after any deductions properly made
 6. The landlord hereby notifies the tenant under section 48 of the landlord & tenant act 1997 that notices (including notices in proceedings) should be served upon the landlord at the address stated with the name of the landlord of the landlord overleaf
 7. In the event of destruction of the property by any of the risks insured against by the landlord the tenant shall be relieved from payment of the rent to the extent that the tenant's use and enjoyment of the property is thereby prevented and from performance of its obligations as to the state and condition of the property to the extent of and so long as there prevails such damage or destruction (except to the extent that the insurance is prejudiced by an act or default of the tenant) the amount in case of dispute to be settled by arbitration
 8. Where the context so admits:
 - 8.1 the "landlord" includes the persons for the time being entitled to the reversion expectant upon this tenancy
 - 8.2 the "tenant" includes any persons deriving title under the tenant
 - 8.3 the "property" includes any part or parts of the property and all of the landlord's fixtures and fittings at or upon the property
 - 8.4 the "term" shall mean the period state in the particulars overleaf or any shorter or longer period in the event of an earlier termination or an extension or holding over respectively
 9. All references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person shall be joint and several and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation
 10. On leaving the property the following information will be placed onto uktenanthistory.co.uk web site. The Information will be held for a period of no longer than 5 years. The information can be accessed by you as a Tenant at a cost of £10. All information will be true and accurate and the Landlord shall hold any relevant documentation in relation to the records. The records on the database are only accessible by Uk based Landlords and the information therein is used solely as a guide to rental arrangements. Information held a/ full name b/ dob c/ male/female d/county e/ country f/ left property on good terms g/ rent arrears on leaving h/ looked after the property i/ damage caused whilst in property j/ complaints from a.n. other k/ difficulty obtaining rent l/ evicted m/ would rent to again.
- Points A-L can be changed at any time, notice will be given.**