

TENANCY AGREEMENT
For letting Furnished Premises

DATE [redacted]

PARTIES 1. **THE** Landlord [redacted] trading as
Carlain Property 35 St Lukes Road Cheltenham GL53 7JF

2. **THE** Tenant
[redacted] [redacted]
[redacted] [redacted]
[redacted] [redacted]
[redacted] [redacted]
[redacted] [redacted]

PROPERTY [redacted]

Together with the Fixtures Furniture and Effects in the Property listed in the Inventory signed by the parties

TERM From [redacted]
To [redacted]

RENT £ [redacted] per [redacted]

PAYABLE in advance by equal [redacted] instalments on the [redacted]

FIRST PAYMENT to be made on [redacted]

- A. The Landlord lets to the tenant the Property for the Term at the Rent payable as set out above
- B. **THIS** Agreement is made on the terms of the Letting Provisions printed below and overleaf

LETTING PROVISIONS

- 1. **WHERE** the context permits –
 - 1. "The Landlord" includes the successors to the original landlord
 - 2. "The Tenant" includes the successors to the original tenant
 - 3. "The Property" includes any part of the Property or the Fixtures, Furniture and Effects
- 2. **THE** Landlord will
 - 1. Select service providers of gas, electricity, water and sewerage and internet services
 - 2. Set up accounts in the Landlord's sole name
 - 3. Pay all the bills of service providers in 2.1. above ("the bills") throughout the Term of the Tenancy
 - 4. Contribute the "Agreed Limit" towards the bills of the service providers in 2.1. above during the Term of the Tenancy
The Agreed Limit shall apply only to the usage of gas, electricity, water and sewerage services where during the Term of the Tenancy the Landlords obligation shall be limited to a sum of [redacted]. The sums covered by this clause include standing charges or other similar charges and VAT as well as charges for actual consumption.
 - 5. Provide and pay for a 10Mb broadband internet connection and TV licence, supply a wireless router and a Freeview TV connection

3. **THE** Tenant will

1. Pay the Rent as set out on page 1 of the Agreement
2.
 - a. Pay any council tax which the Tenant is obliged to pay under the Local Government Finance Act 1992 or any regulations under that Act
 - b. Pay to the Landlord the amount of any council tax which, while the tenancy continues, the Landlord becomes obliged to pay under the Act or those regulations for any part of the period of the tenancy because the Tenant ceases to live at the Property
3. On demand pay to the Landlord the amount of the bills to the extent that they exceed the Agreed Limit
4. Pay all charges incurred for the use of the telephone (if any) in the Property during the Term of the Tenancy
5. Insure the Tenants' own belongings
6. Subject to clause 6 below keep the drains, gutters and pipes of the Property clear. This means that if the tenancy is of a dwelling-house for a term of less than seven years and section 11 of the Landlord and Tenant Act 1985 (referred to in clause 6 below) applies, the Landlord has to do any clearance work required in order to keep the drains, gutters and pipes in repair, but does not have to do small jobs which a reasonable tenant would do
7. Keep the interior of the Property, the internal decorations and the Fixtures, Furniture and Effects in good repair and condition (except for damage caused by accidental fire and except for anything which the Landlord is liable to repair under this Agreement or by law). This clause does not oblige the Tenant to put the Property into better repair than it was in at the beginning of the tenancy
8. Not without the Landlord's consent interfere with the internal or external decorations or painting of the Property
9. Not without the Landlord's consent bring into the Property any of the Tenants' own Fixtures, Fittings or Furnishings. Such consent to be sought in writing
10. Allow the Landlord or anyone with the Landlord's written authority to enter the Property at reasonable times of the day to inspect its condition and state of repair, if the Landlord has given 24 hours' written notice beforehand
11. Use the Property as a private dwelling-house only. This means the Tenant must not carry on any profession, trade or business at the Property and must not allow anyone else to do so
12. Never to smoke or light candles or allow anyone else smoke or light candles in the Property
13. With the exception of pilot lights on gas-operated water heaters and electrically operated clocks and other such items as are designed for continuous operation all gas and electrical equipment shall be turned off at all times when the Tenant is not in the Property. The Tenant shall be solely and fully responsible for any damage caused to the Property and all Fixtures, Furniture and Effects therein caused as a result of a breach of this clause
14. Not alter or add to the Property or do or allow anyone else to do anything on the Property which the Tenant might reasonably foresee would increase the risk of fire
15. Not do or allow anyone else to do anything on the Property which may be a nuisance to or cause damage or annoyance to the tenants or occupiers of any adjoining premises
16. Not to use or allow anyone else to use a washing machine or drier in the Property before nine a. m. or after nine p. m.
17. No washing machine in the Property shall be operated or left to operate automatically unless the Tenant is present in the Property. The Tenant shall be solely and fully responsible for any damage caused to the Property and all Fixtures, Furniture and Effects therein caused as a result of a breach of this clause
18. Keep all electric lights in good working order and in particular replace all bulbs, fluorescent tubes, fuses and starters as and when necessary

19. a. During the first three months of the tenancy not assign or sublet the Property and not part with possession of it in any other way
- b. Thereafter not assign, sublet or part with Possession of the Property in any way without the consent of the Landlord, that consent not to be unreasonably withheld
20. Give the Landlord a copy of any notice given under the Party Wall etc. Act 1996 within seven days of receiving it and will not do anything as a result of the notice unless required to do so by the Landlord
21. At the end of the term or earlier if the tenancy comes to an end more quickly deliver the Property up to the Landlord in the condition it should be in if the Tenant has performed the Tenant's obligations under this Agreement
22. Not remove any of the Fixtures, Furniture and Effects from the Property and will leave the Furniture and Effects at the end of the tenancy where they were at the beginning
23. During the tenancy allow the Landlord or the Landlord's agents to enter and view the Property with prospective tenants at reasonable times of the day if the Landlord has given 24 hours' written notice beforehand

4. IF the tenant –

1. is at least twenty-one days late in paying the Rent or any part of it, whether or not the Rent has been formally demanded, or
 2. has broken any of the terms of this Agreement
- then, subject to any statutory provisions, the Landlord may recover possession of the Property and the tenancy will come to an end. Any other rights or remedies the Landlord may have will remain in force
- (Note:** This clause does not affect the Tenants' rights under the Protection from Eviction Act 1997.)
3. If the Rent or any part of it shall not be paid within twenty-one days of the day on which it became due the same shall be payable with interest thereon at the rate of eight per cent per year and upon each instance of such arrears an additional charge of £40.00 will be levied

5. THE Landlord agrees with the Tenant –

1. That the Tenant has the right to possess and enjoy the Property during the tenancy without any lawful interruption from the Landlord or any person claiming through or in trust for the Landlord. But:
 - a. this clause does not limit any of the rights under this Agreement which the Tenant has agreed to allow the Landlord to exercise;
 - b. This clause does not prevent the Landlord from taking lawful steps to enforce his rights against the Tenant if the Tenant breaks any of the terms of this Agreement
2. To pay all charges in respect of the Property except those which by the terms of this Agreement the Tenant has expressly agreed to pay and to pay to the Tenant the amount of any such charge which another person has compelled the Tenant to pay
3. If the Property is damaged to such an extent that the Tenant cannot live in it, the Rent will cease to be payable until the Property is rebuilt or repaired so that the Tenant can live there again unless
 - a. the cause of the damage is something which the Tenant did or failed to do as a result of which the Landlord's insurance policy relating to the Property has become void; and
 - b. the Landlord had given the Tenant notice of what the policy required

Any dispute about whether this clause applies must be submitted to arbitration under Part 1 of the Arbitration Act 1996 if both parties agree to that in writing after the dispute has arisen.

6. **IF** section 11 of the Landlord and Tenant Act 1985 applies to the Tenancy, the Tenant's obligations are subject to the effect of that section

(Note: As a general rule, section 11 applies to residential tenancies for a term of less than seven years. It requires the landlord to keep in repair the structure and exterior of the dwelling-house including drains, gutters and external pipes; and to keep in repair and proper working order the installations for the supply of water, gas and electricity, for sanitation (including basins, sinks, baths and sanitary conveniences) and for space heating and heating water. The landlord is not obliged to repair until the tenant has given notice of the defect, and the tenant is obliged to take proper care of the Property and to do small jobs which a reasonable tenant would do.)

NOTICE OF LANDLORD'S ADDRESS

The landlord notifies the Tenant that the Tenant may serve notices (including notices in proceedings on the Landlord at the following address:

Carlain Property 35 St Lukes Road Cheltenham Gloucestershire GL53 7JF

ADDITIONAL CLAUSE(S) if any

SIGNED by the above-named
(the Landlord) in the presence of

Name	<div style="background-color: #cccccc; width: 228px; height: 25px;"></div>	Name	<div style="background-color: #cccccc; width: 265px; height: 25px;"></div>
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Signature & name in capitals