

SAMPLE AGREEMENT

for letting furnished dwellinghouse
on an assured shorthold tenancy
under Part 1 of the Housing Act 1988

This is a form of legal document and is not produced or drafted for use, without technical assistance, by persons unfamiliar with the law of landlord and tenant.

Note that the notice condition in the Housing Act 1988, s.20(1)©, requires prior service of notice in the prescribed form.

This form should not be used for granting a tenancy to a person who is already a protected or statutory tenant or a protected occupier: see Housing Act 1988.

DATE 16th January 2007

PARTIES 1. THE Landlord

JSM Property Services Ltd
58 Whiteford Road
Mannamead
Plymouth
PL3 5LY

2. THE Tenant(s)

INSERT NAMES HERE

PROPERTY The dwelling-house situated at and being

INSERT ADDRESS HERE

Together with the Fixtures Furniture and Effects therein and more particularly specified in the Inventory thereof signed by the parties

TERM A term certain of 10 months from 1st September 2007

RENT £ () per week
**(subject nevertheless as hereinafter provided)

PAYABLE in advance by termly payments on the first day of each term this being three cheques collected in September including two post-dated, one January 2008 and the other April 2008

First payment to be made on the first day of September next

*The number of months must not be less than six: Housing Act 1988, s.20(1)(a).

**The period mentioned here will form the basis of any subsequent periodic tenancy.

1. THE Landlord lets and the Tenant takes the Property for the Term at the Rent payable as above
2. THIS Agreement is intended to create an assured shorthold tenancy as defined in section 20 of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord in section 21 thereof apply accordingly

3. **WHERE** the context admits –
- (a) “The Landlord” includes the persons for the time being entitled in reversion expectant of the tenancy
 - (b) “The Tenant includes the persons deriving title under the Tenant
 - (c) References to the Property include references to any part or parts of the Property and to the Fixtures Furniture and Effects or any of them
4. **THE** Tenant will –
- (a) Pay the Rent at the times and in the manner specified
 - (b) Pay for the amount of all charges made for the use of the telephone on the Property during the tenancy or a proportion of the amount of the rental or other recurring charges to be assessed according to the duration of the tenancy and to pay for a television license should it be required in the privacy of your own room
 - (c) Not damage or injure the Property or make any alteration in or addition to it
 - (d) Preserve the Fixtures Furniture and Effects from being destroyed or damaged and not remove any of them from the Property
 - (e) Yield up the Property at the end of the tenancy in the same clean state and condition as it was in the beginning of the tenancy and make good pay for the repair of or replace all such items of the Fixtures Furniture and Effects as shall be broken lost damaged or destroyed during the tenancy (reasonable wear and damage by fire excepted)
 - (f) Leave the Furniture and Effects at the end of the tenancy in the rooms or places in which they were at the beginning of the tenancy
 - (g) Pay for the washing and cleaning (including ironing and pressing) of all curtains which shall have been soiled during the tenancy (the reasonable use thereof nevertheless to be allowed for)
 - (h) Permit the Landlord or the Landlord’s agents at reasonable hours in the daytime to enter the Property to view the state and condition thereof
 - (i) Not assign sublet or otherwise part with possession of the Property
 - (j) Not carry on on the Property any profession trade or business or let apartments or receive paying guests on the Property or place or exhibit any notice board or notice on the Property or use the Property for any other purpose than that of a strictly private residence
 - (k) Not do or suffer to be done on the Property anything which may be or become a nuisance of annoyance to the landlord or the Tenants or occupiers of any adjoining premises or which may vitiate any insurance of the Property against fire or otherwise or increase the ordinary premium for such insurance
 - (l) Permit the Landlord or the Landlord’s agents at reasonable hours in the daytime within the last twenty-eight days of the tenancy to enter and view the Property with prospective Tenants
 - (m) Perform and observe any obligation on the part of the Tenant arising under the Local Government Finance Act 1992 or regulations made thereunder to pay council tax and indemnify the Landlord against any such obligation which

the Landlord may incur during the tenancy by reason of the Tenants ceasing to be resident in the Property

(n) Absolutely no pets to be allowed at the property under any circumstances without prior agreement

5. **PROVIDED** that if the Rent or any instalment or part thereof shall be in arrear for at least fourteen days after the same shall have become due (whether legally demanded or not) or if there shall be a breach of any of the agreements by the Tenant the Landlord may re-enter on the Property (subject always to any statutory restrictions on his power so to do) and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord

6. **THE** Landlord agrees with the Tenant as follows-

(1) To pay and indemnify the Tenant against all assessments and outgoings in respect of the property to include one TV License, water, gas, electricity and broadband (except any council tax payable by the Tenant under clause 4 above and except charges for the supply or the use of any telephone)

(2) That the Tenant paying the Rent and performing the agreements on the part of the Tenant may quietly possess and enjoy the Property during the tenancy without any lawful interruption from the Landlord or any person claiming under or in trust for the Landlord

(3) To return to the Tenant any rent payable for any period while the Property is rendered uninhabitable by fire the amount in case of dispute to be settled by arbitration

7. **THIS** Agreement shall take effect subject to the provisions of section 11 of the Landlord Act 1985 if applicable to the tenancy

8. **NOTICE** under section 48 of the Landlord and Tenant Act 1987

The Tenant is hereby notified that notices (including notices in proceedings) must be served on the Landlord by the Tenant at the following address:

This must be an address in England and Wales.

AS 1.

AS WITNESS the hands of the parties hereto the day and year first above written

SIGNED by the above-named
(the Landlord)

in the presence of

SIGNED by the above-named
(the Tenant)

in the presence of