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**Green House**

**Tenancy agreement**

This document is important. It sets out the rights and responsibilities of tenants and landlords under the agreement. **You are strongly advised to read it carefully before agreeing to it.** It should be kept for the lifetime of the tenancy as you may need to refer to it in the future

# THE PARTIES

## This is an agreement for a fixed term private tenancy between:

Landlord: Ms Lara Land-Lord (“the Landlord”)

And

Tenants: Mr A Apple, Ms B Ball, Ms C Cat, (“the Tenant”)

Mr D Dog, Ms E Elephant

## The obligations and liabilities of the parties under this agreement are joint and several.

## Any obligation on the Tenant under this agreement to do or not to do anything shall also require the Tenant not to permit or allow any Member of the Tenant’s Household or visitor to do or not to do the same thing.

# THE PROPERTY

## Address and description of the Property:

Green House,

71 Landlord Lane,

Studenttown,

Housingshire,

ST5 3NT

## The Property is a five bedroom mid-terrace property over three storeys.

## The Property is fully furnished.

# THE TERM AND EXPIRY OF THE FIXED TERM

## The Tenancy created by this agreement:

begins on: 1st July 2014

and

ends on: 30th June 2015

unless terminated in accordance with the clauses in section 9 or unless terminated early by mutual agreement between the parties.

## The rent is £1600.00 per month for the fixed term.

## If no guarantor is provided, the Tenant will pay the first six months in advance upon signing this agreement.

## The Landlord will provide the tenant with a rent book.

## The rent includes an amount for rates. The Landlord is responsible for the direct payment of rates.

# THE DEPOSIT

## The Tenant will pay a deposit of £2400.00.

## The Tenant agrees that the Landlord may make deductions from the deposit at the end of the Tenancy for the following purposes:

### to make good any damage to the Property or any of the items belonging to the landlord caused by the Tenant’s failure to comply with the Tenant’s obligations under this agreement;

### to replace any items which are missing from the Property at the end of the Tenancy;

### to pay any rent which remains unpaid at the end of the Tenancy;

### to pay for the property to be professionally cleaned at the end of the tenancy in accordance with clause 7.19;

### where the Tenant has made any addition or alteration to the Property or has redecorated the Property without the Landlord’s prior written consent, to cover the reasonable costs incurred by the Landlord in removing or reversing any such addition or alteration or in reinstating the former decorative scheme.

# THE GUARANTOR

## A guarantor must be provided by the Tenant, or, in the event that a guarantor cannot be provided, the Tenant must pay the first 6 months’ rent in advance.

# TENANT’S OBLIGATIONS

## The Tenant must pay the rent in advance, on or before the dates agreed.

## The Tenant must pay to the relevant suppliers all charges in respect of any electricity, gas or water (including sewerage) services used at or supplied to the Property during the Tenancy and pay all charges to the provider for the use of any telephone, satellite, cable or broadband services at the Property during the Tenancy.

## The Tenant must pay any television licence fee payable in respect of the Property during the Tenancy.

## The Tenant must occupy the Property as the Tenant’s only or principal home.

## The Tenant must not allow any other adults to live at the property without the written consent of the Landlord.

## The Tenant must not use the Property for any illegal, immoral, disorderly or anti-social purposes.

## The Tenant must not make any noise in the property after 11pm.

## The Tenant must not keep any pets or other animals at the Property without the prior written consent of the Landlord.

## The Tenant must take reasonable care of the Property, any items listed in the inventory and the Common Parts (if any). This includes (but is not limited to):

### taking reasonable steps to keep the Property adequately ventilated and heated so as to prevent damage from condensation;

### taking reasonable steps to prevent frost damage occurring to any pipes or other installations in the Property, provided the pipes and other installations were adequately insulated at the start of the Tenancy; and

### disposing of all rubbish in an appropriate manner and at the appropriate time.

## The Tenant must not make any addition or alteration to the Property or redecorate the Property (or any part of it) without the Landlord’s prior written consent.

## The Tenant must notify the Landlord as soon as reasonably possible about any repairs that are needed to the Property for which the Landlord is responsible.

## The Tenant will be liable for the first £100 cost of any repairs and for the full cost of repairs where the need for them is attributable to the Tenant’s failure to comply with the obligations set out above or where the need for repair is attributable to the fault or negligence of the Tenant, any Member of the Tenant’s Household or any of the Tenant’s visitors.

## The Tenant shall promptly replace and pay for any broken glass in windows at the Property where the Tenant, any Member of the Tenant’s Household or any of the Tenant’s visitors cause the breakage.

## The Tenant must not leave the Property unoccupied for more than 28 consecutive days without giving notice in writing to the Landlord.

## The Tenant must take reasonable steps to ensure that the Property is secure whenever the Property is unoccupied.

## The Tenant must not assign or sublet the whole or any part of the Property.

## The Tenant must give the Landlord (or any person acting on behalf of the Landlord) immediate access to the Property at all reasonable times of day for the following purposes:

### to inspect its condition and state of repair;

### to carry out the Landlord’s repairing obligations and other obligations under this agreement; and

### to carry out any inspections required by law including (but not limited to) gas safety inspections and to carry out any works, repairs or maintenance required by law.

### to show prospective tenants or purchasers around the property.

## The Tenant must return the Property and any items belonging to the Landlord in the same condition as they were at the start of the Tenancy.

## The Tenant must pay for the property to be professionally cleaned at the end of the tenancy.

## The Tenant must remove all possessions (including any furniture) belonging to the Tenant or any Member of the Tenant’s Household or visitor and all rubbish from the Property at the end of the Tenancy. The Tenant must give vacant possession and return all keys to the Landlord at the end of the Tenancy.

## The Tenant must provide the Landlord with a forwarding address at the end of the Tenancy.

# LANDLORD’S OBLIGATIONS

## The Landlord shall:

### Ensure that at the beginning of the tenancy, the Property is fit to be lived in.

### During the course of the tenancy, carry out repairs or other work necessary to make the Property fit to be lived in.

### keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);

### keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and

### keep in repair and proper working order the installations in the Property for space heating and heating water.

## The Landlord is not required:

### to repair anything which the Tenant is liable to repair by virtue of the Tenant’s duty to take reasonable care of the Property;

### to rebuild or reinstate the Property in the case of destruction or damage by fire, storm or flood; or

### to keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

### to pay for the first £100 of any repairs covered by clause 8.1.

## The Landlord must insure the Property against fire, flooding and other risks usually covered by a comprehensive insurance policy and must use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible. The Tenant is responsible for arranging insurance of the Tenant’s own belongings.

## Where the Property is uninhabitable because of damage caused to the Property by an insured risk then, unless the damage was caused by the Tenant’s negligence or failure to comply with the Tenant’s obligations under this agreement, the Tenant shall not be required to pay rent until the Property is fit for occupation and use.

# ENDING THE TENANCY

## The tenancy may be ended in any of the following ways:

* + 1. when the period of the tenancy as agreed in paragraph 1.4 has expired; or
    2. after the term of the tenancy as outlined in paragraph 1.4 has expired and the tenancy has continued on a month to month basis either party must give one month’s prior written notice to terminate the tenancy; or
    3. in the case of material breach to the agreement by either party one month’s prior written notice must be given to the other party to terminate the tenancy.

## The Tenant cannot be evicted without a possession order issued by a Court of Law.

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| --- | --- |
| **A non-refundable administration fee of £150 per tenant is payable upon signing this agreement.**  **Signed by the following parties** | |
| Tenant 1  Signature: …………………………………….  Full name (block capitals):  Address:  Date: |  |
| Tenant 2  Signature: …………………………………….  Full name (block capitals):  Address:  Date: |  |
| Tenant 3  Signature: …………………………………….  Full name (block capitals):  Address:  Date:  Tenant 4  Signature: …………………………………….  Full name (block capitals):  Address:  Date:  Tenant 5  Signature: …………………………………….  Full name (block capitals):  Address:  Date: |  |
| Landlord  Signature: …………………………………….  Full name (block capitals):  Address:  Date: |  |
|  | |

Sample tenancy agreement adapted from here:

https://www.gov.uk/government/publications/model-agreement-for-a-shorthold-assured-tenancy

http://www.nationalarchives.gov.uk/doc/open-government-licence/

www.dsdni.gov.uk/model\_tenancy\_agreement.doc