

 **Rentify** **Tenancy agreement****London**

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.

It is intended to create an assured shorthold tenancy under Part I of the Housing Act 1988. It should not be used for granting a tenancy to a person who is already a protected or statutory tenant or protected occupier.

If either party does not understand this agreement or anything in it, he or she is strongly advised to ask an independent person for an explanation. Such an explanation might be given by a solicitor, a citizens advice bureau or a housing advice centre.

# The agreement

## *Particulars*

DATE: 15 June 2015

PARTIES:

- The Landlord:
- The Tenant: Martin John Docherty

PROPERTY:

TERM: A fixed term of 9 months and 2 weeks from the 15th June 2015 until the 31<sup>st</sup> March 2016

The Landlord and the Tenant agree that if either party wishes to terminate this Agreement on or after 14th December 2015 and notice is given not less than 2 months notice in writing to that effect ('the Tenant's Notice') on expiry of the Tenant's Notice the Term shall end but this does not cancel any outstanding obligations which either party owes to the other.

RENT: £1,600 per calendar month

PAYABLE: In advance in one single instalment

FIRST PAYMENT: To be made on the 15th June 2015

DEPOSIT: £2,284 payable to the Landlord

## Terms and conditions

### *Interpretation*

- 1 Where the context permits:
  - 1.1 expressions defined in the Particulars have the meanings shown
  - 1.2 "the Landlord" includes the successors in title to the original landlord
  - 1.3 "the Tenant" includes the successors in title to the original tenant
  - 1.4 "the Property" includes any part of the Property (including any rights specified in the Particulars of the Landlord's Items
- 1.5 If there is more than one person described as the Landlord or the Tenant, the obligations of the Landlord or the Tenant (as the case may be) apply to all those people together and to each of them separately. This means that if there is more than one tenant, each tenant is responsible for paying the whole of the Rent and meeting the financial and other obligations under the Agreement.

### *Grant of tenancy*

- 2 The Landlord lets the Property to the Tenant for Term at the Rent Payable as set in the Particulars.
- 3 This Agreement creates an assured shorthold tenancy within Part I Chapter II of the Housing Act 1988. This means that when the Term expires the Landlord can recover possession as set out in section 21 of that Act unless the Landlord gives the Tenant a notice under paragraph 2 of Schedule 2A to that Act stating that the tenancy is no longer an assured shorthold tenancy.
- 4 The Property is let in the condition shown in the Schedule of Condition signed by the parties
- 5 If during the tenancy 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:
  - 5.1 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
  - 5.2 the Landlord gave the Tenant notice of what the policy required.

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

### *Tenant's obligations*

- 6 The Tenant agrees with the Landlord:

### ***Financial obligations and related matters***

- 6.1 To pay Rent stated in the Particulars.
- 6.2 To pay interest on any Rent or other payment lawfully due under this Agreement that is not received by the Landlord within 7 days after the date payment was due, at the rate of 4.5 % a year above the base lending rate of Barclays Bank plc. This interest is payable from the date on which Rent or other payment fell due to the date of actual payment, whether before or after any court judgment.
- 6.3 To pay and indemnify the Landlord against all liability for any costs, fees, charges, disbursements and expenses reasonably incurred by the Landlord in connection with or in consequence of:
  - a. any application for the Landlord's consent (whether or not the consent is given or the application is withdrawn) where consent is required under this Agreement;
  - b. recovery of arrears of Rent or other sums due under this Agreement;
  - c. the enforcement of any covenant or obligation of the Tenant under this Agreement;
  - d. putting an end to a nuisance which the Tenant fails to stop.
- 6.4 As soon as practicable after signing this Agreement to notify:
  - a. the council tax department of the local council of the Tenant's liability to pay council tax in respect of the Property from the commencement of the tenancy
  - b. the supplies of utility and other services to the Property (including gas, electricity, water, sewerage, telephone, internet, cable or satellite television) of the Tenant's liability to pay for such services
- 6.5 To pay:
  - a. any council tax which the Tenant is obliged to pay under the Local Government Finance Act 1992 or any regulations under that Act
  - b. to the Landlord the amount of any council tax which, while the tenancy continues, the Landlord becomes obliged to pay under that Act or those regulations for any part of the period of the tenancy because the Tenant ceases to live at the Property.
- 6.6 To pay for all gas, electricity, water and sewerage services supplied to the Property during the tenancy and to pay all charges for the use of any telephone at the Property during the tenancy. Where necessary, the sums demanded by the service provider will be apportioned according to the duration of the tenancy. The sums covered by this clause include standing charges or other similar charges and VAT as well as charges for actual consumption.
- 6.7 To pay for the cost of reconnecting any gas, electricity, water or sewerage services to the Property that have been disconnected by reason of the Tenant's failure to pay for them.

### ***Obligations relating to utilities and services***

- 6.8 Not to damage, tamper with or interfere in any way with any of the utility installations at or serving the Property.

- 6.9 Not to install, or permit to be installed, a key or prepayment meter for the provision of gas, electricity or water services to the Property without the prior consent of the Landlord.
- 6.10 Not to change the supplier of any utility services at the Property without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 6.11 Not to change the telephone number of any landline serving the Property without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 6.12 Not to overload the electrical circuits at the Property

### ***Repairing obligations and related matters***

- 6.13 Subject to clause 10 of this Agreement, to keep drains, gutters and pipes of the Property clear and not to dispose of any harmful or noxious materials (such as oil, grease or corrosive substances) through the drains at the Property. This obligation means that if the tenancy is of a dwelling-house for a term less than seven years and section 11 of the Landlord and Tenant Act 1985 (referred to in clause 10 of this Agreement) 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.
- 6.14 In periods of exceptionally cold weather, to take reasonable steps to prevent weather damage to the Property or to the pipes, fixtures and fittings at the Property.
- 6.15 To be responsible for emptying, at appropriate intervals, any septic tanks or cesspits serving the Property.
- 6.16 To keep the interior of the Property, internal decorations and the Landlord's Items 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) and to replace if necessary any of the Landlord's Items which have been damaged or destroyed. This clause does not oblige the Tenant to put the Property into better repair than it was in at the beginning of the tenancy.
- 6.17 Not to alter the external appearance of the Property or make significant changes to the internal decorative appears of the Property without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 6.18 To remedy any disrepair at the Property for which the Tenant is liable and which the Landlord has requested the Tenant to remedy within four weeks of receiving the request or within such other period as is agreed with the Landlord.
- 6.19 To maintain adequate heating and ventilation at the Property so as to prevent damage to the Property and the Landlord's Items caused by condensation, mould and dampness; and where condensation might occur to ensure that the interior surfaces in the Property are kept wiped down and clean.
- 6.20 Not to affix or hang on the walls or other interior surfaces of the Property

- any posters, pictures, photographs or similar items except by means of commercially made picture hook; and at the end of the tenancy to make good any damage or marks left as a result of any items so affixed or hung.
- 6.21 To keep the chimneys and fireplaces at the Property well swept at regular intervals and to keep receipts or invoices as evidence of such action having been taken.
- 6.22 To clean the interior and exterior of the windows whenever reasonably necessary.
- 6.23 To replace any broken glass windows at the Property as soon as reasonably practicable.
- 6.24 To replace light bulbs, fluorescent tubes and fuses at the Property whenever they need replacing as soon as reasonably practicable.
- 6.25 To ensure that all smoke and carbon monoxide alarms at the Property are in good working order at all times, and in the event of any failure of such devices to notify the Landlord as soon as reasonably practicable.
- 6.26 To notify the Landlord as soon as reasonably practicable of any defect, damage or disrepair at the Property which the Landlord is obliged to remedy and not to remedy or attempt to remedy it except in case of emergency or where there is immediate danger to human health.
- 6.27 If the Landlord has given 48 hours' written notice beforehand, to 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 and to carry out any repairs which are necessary by virtue of the Landlord's responsibilities under this Agreement or by law or which are required to any adjoining property and can only be carried out by having access to the Property.

### ***Use of the Property***

- 6.28 To 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.
- 6.29 Not to use the Property for any illegal or immoral purpose or activity.
- 6.30 Not to 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 or endanger human health. This means in particular that the Tenant must not bring or permit to be brought onto the Property or keep at the Property inflammable material or any gas appliances that have not been certified and connected by a suitably qualified Gas Safe registered engineer, but is not limited to those matters.
- 6.31 Not to 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 or which may adversely affect the energy efficiency rating or the environmental impact rating of the Property for the purposes of any energy performance certificate.
- 6.32 Not to do anything, or fail to comply with any requirement, as a result of which the policy of insurance taken out by the Landlord (referred to further

- in clause 9(3) of this Agreement) may be invalidated partly or altogether or by which the rate of premium on the policy may be increased.
- 6.33 To take all reasonable steps to prevent infestation to the Property by vermin, rodents, fleas, moths or other pests; and where such infestation occurs as a result of the Tenant's failure to take such reasonable steps, to be liable for the costs of any fumigation or cleaning services that are reasonably required.

### ***Garden and exterior***

- 6.34 To maintain the garden in a neat and tidy condition. This includes but not limited to cutting the grass regularly, keeping paths, patios and flower beds free of weeds and generally keep the garden cultivated as at the beginning of the tenancy.
- 6.35 Not to dig up, cut down, or cause damage to any trees, shrubs, or bushes without the Landlord's prior consent.
- 6.36 Not to place on or affix to the Property any aerial, satellite dish, notice, board or advertising hoarding without the prior written consent of the Landlord; and where such consent is given to pay for all reasonable costs of installation and removal; and the costs of making good any damage caused and any redecorations made necessary by the installation or removal.
- 6.37 Not to keep any commercial vehicle, caravan or boat at the Property or in any communal parking space which the Agreement gives the Tenant the right to use without the prior written consent of the Landlord.
- 6.38 Not to carry out repairs to cars, motorcycles, vans or other vehicles at the Property or in any communal parking space which the Agreement gives the Tenant the right to use other than such maintenance of a motor vehicle as its registered keeper could reasonably be expected to carry out from time to time.

### ***Security***

- 6.39 To give advance written notice to the Landlord of any period during which the Property will be continuously unoccupied for more than 14 days and to comply with any reasonable requests by the Landlord to ensure the safety and security of the Property during that period.
- 6.40 To ensure that the doors and windows of the Property are kept locked and secured and any burglar alarm is properly set while the Property is unoccupied.
- 6.41 Not to change the code or codes of any burglar alarm serving the Property without the prior written consent of the Landlord, such consent must not be unreasonably withheld or delayed; and where such consent is given, promptly to notify the Landlord in writing of the new code or codes.
- 6.42 Not to change, tamper with or otherwise damage any locks or bolts or other security devices at the Property without the prior written consent of the Landlord (except in cases of emergency), such consent not to be unreasonably withheld or delayed; and where any locks at the Property are

changed, to provide the Landlord with keys to the new locks as soon as reasonably practicable.

### ***Assignment, subletting and parting with possession***

- 6.43 Not to assign or sublet the Property and not to part with possession of it in any other way.

*Note: The definition of "Property" means that this clause applies to dealings with any part of the Property as well as to dealings with the whole of it.*

### ***Notices from third parties***

- 6.44 To give the Landlord a copy of any notice given under the Party Wall etc. Act 1996, or any other formal or legal notice addressed to the owner of the Property or to the Landlord by name, within seven days of receiving it and not to do anything as a result of the notice unless required to do so by the Landlord.

### ***The end of the tenancy***

- 6.45 To permit the Landlord to erect and display at the Property any for sale or to let board during the last three months of the tenancy.
- 6.46 During the last twenty-eight days of the tenancy to 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.
- 6.47 At the end of the Term or earlier if the tenancy comes to an end more quickly to leave the Property in the condition it should be in if the Tenant has performed the Tenant's obligations under this Agreement. This means in particular that the Tenant must:
- a. remove from the Property all rubbish and refuse;
  - b. remove from the Property all the Tenant's belongings, personal effects and equipment, furnishings and foodstuffs;
  - c. leave the Landlord's Items at the end of the tenancy where they were at the beginning and not remove any of the Landlord's Items from the Property;
  - d. have professionally cleaned at the Tenant's expense and to a reasonable standard any Landlord's items which have become soiled, stained or marked during the tenancy.
- This clause is not limited to a. and d. above.
- 6.48 At the Term or earlier if the tenancy comes to an end more quickly:
- a. to assist the Landlord in checking the Inventory and examining the condition of the Property;
  - b. to return to the Landlord all keys to the Property (including any new keys cut during the tenancy);
  - c. to provide to the Landlord a forwarding address to facilitate communications between the parties about the return of the Deposit.

## **Superior Leases**

- 6.49 If the Property is subject to a superior lease, to perform any obligations for the tenant under that superior lease which the Landlord has notified to the Tenant in writing

## **Breaches by Tenant**

7 It is agreed that:

7.1 If the Tenant -

a. is at least 14 days late in paying the Rent or any part of it, whether or not the Rent has been formally demanded, or

b. has broken any of the terms of the Agreement

then, subject to the 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.

7.2 If Tenant leaves personal possessions or effects at the Property after the end of the tenancy:

a. where those possession or effects are unwieldy or bulky and would or might cause inconvenience to any future occupier of the Property the Landlord may, at the Tenant's expense, upon giving the Tenant 14 days' prior written notice, remove any such possessions and effects and arrange for their storage elsewhere; and if the Tenant has not made arrangements with the Landlord to recover possession of those items within three months of the end of the tenancy (including arrangements for payment of any reasonable storage charges if the Landlord so requires), the Landlord may sell or dispose of those items as the Landlord sees fit.

b. the Landlord may, at the Tenant's expense, upon giving the Tenant 14 days' prior written notice, remove, sell or dispose of all other possessions or effects left at the Property as the Landlord sees fit.

*Note: The Landlord cannot recover possession without an order of the court under the Housing Act 1988. Except in certain cases set out in the Act of substantial arrears of rent, the court has discretion whether or not to make an order and is likely to take account of whether unpaid rent has later been paid or a breach of terms of the tenancy has been made good.*

*Note: This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.*

## **Landlord's obligations**

8 The Landlord agrees with the Tenant -

8.1 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; and

- b. this clause does not prevent the Landlord from taking lawful steps to enforce the Landlord's rights against the Tenant if the Tenant breaks any of the terms of this Agreement.
- 8.2 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.
- 8.3 From the beginning of the Term until the tenancy ends:
  - a. to effect and maintain, through reputable insurance underwriters and agents, a policy of insurance (but only so far as it is not invalidated by anything done or not done by the Tenant or anyone the Tenant has expressly or impliedly allowed on the Property) covering:
    - i. the Property and the Landlord's Items (but not the Tenant's possessions and fittings) for a sum sufficient to cover the cost of reinstatement assuming total loss including all applicable VAT and ancillary costs (such as site clearance and professional fees) and an appropriate allowance for inflation.
    - ii. the loss of all Rent and applicable VAT for the period which the Landlord from time to time reasonably considers sufficient to complete reinstatement of the Property following a total loss.
  - b. upon reasonable request from time to time to produce to the Tenant a copy of the policy of insurance and evidence that it is in force.
- 8.4 To keep the outside of the Property (except the glass) and the floor, walls and structure of the Property in good repair and condition.
- 8.5 To ensure that all gas and electrical appliances at the Property are in safe and proper working order throughout the tenancy and to comply with all applicable gas and electricity safety legislation.

*Note: Landlords must currently comply with Gas Safety (Installation and Use) Regulations 1998 (S.I. 1998 No. 2451), the Electrical Equipment (Safety) Regulations 1994 (S.I. 1994 No. 3260) and the Plugs and Sockets etc. (Safety) Regulations 1994 (S.I. 1994 No.1768).*
- 8.6 To keep in proper working order and regularly maintain any burglar alarm at the Property.
- 8.7 If the Landlord does not usually reside within the United Kingdom, to appoint an agent, whose residence and place of business is within the United Kingdom and to whom the Tenant will pay the Rent and any other sums due under this Agreement.

## **Landlord and Tenant Act 1985**

- 9 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 tenancies of a dwelling house 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.*

### **Additional clauses**

The Landlord by this clause gives the Tenant notice under the Housing Act 1988 that possession may be recovered on the following grounds:

- GROUND 1:** The residential investment property was previously the landlord's only or main home or the landlord or their spouse require it to live in as his or her main home.
- GROUND 2:** The residential investment property is subject to a mortgage which was granted before the tenancy started and the lender, usually a bank or building society, wants to sell it, normally to pay off mortgage arrears.
- GROUND 3:** The tenancy is for a fixed term of not more than 12 months and at some time during the 12 months before the tenancy started, the property was let to students by an educational establishment such as a university or college.
- GROUND 4:** The landlord intends to substantially redevelop the residential investment property and cannot do so with the tenant there. This ground cannot be used where the landlord, or someone before him or her, brought the property with an existing tenant, or where the work could be carried out without the tenant having to move. The tenant's removal expenses will have to be paid.
- GROUND 5:** The former tenant, who must have had a contractual periodic tenancy or statutory periodic tenancy, has died in the 12 months before possession proceedings started and there is no one living there who has a right to succeed to the tenancy.
- GROUND 6:** The tenant owed at least 2 months rent if the tenancy is on a monthly basis or 8 weeks rent if its is on a weekly basis, both when the landlord gave notice seeking possession and at the date of the court hearing.

**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:

**ADDRESS:**

*This notice is given under section 48 of the Landlord and Tenant Act 1987. The address must be in England or Wales.*

**Martin Docherty**  
Signed by the above-named

**Contractual terms on which the Deposit is held****The Tenancy Deposit**

- D1. The Deposit of £2,284 is paid by the Tenant to the Landlord  
D2. The Deposit is held by the Landlord. The Landlord is a member of a government-backed tenancy deposit scheme.

**Purpose of the Deposit**

- D3: The Deposit has been taken for the following purposes:
- Any damage or compensation for damage, to the Property, 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 tears, 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.
  - The reasonable costs incurred in compensating the Landlord for, or rectifying and remedying any major breach of the Tenant, of the Tenant's obligations under the tenancy agreement, including those relating to the cleaning of the Property or its fixtures and fittings.
  - 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.
  - 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.

***At the end of the tenancy***

- D4.1 The Agent/Member must inform the Tenant in writing within 10 working days at the end of the tenancy if they propose to make any deductions from the Deposit.
- D4.2 If there is no dispute the Agent/Member will keep or repay the Deposit, according to the agreed deductions and 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.
- D4.3 The Tenant shall try to inform the Member/Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or Agent as due from the Deposit within 20 working days after the termination or earlier ending of the tenancy and the Tenant vacating the Property.
- D4.4 If there remains an unresolved dispute between the Landlord and Tenant after 10 working days after notification of a dispute, the dispute may be submitted to the tenancy deposit scheme's Independent Case Examiner.
- D4.5 The statutory rights of the Landlord and the Tenant to take legal action through the county court remain unaffected by these provisions.

## Protecting your Deposit

The Landlord is obliged, within 30 days from the date of payment, to give the Tenant and any person who has paid the Deposit on the Tenant's behalf certain written information about the way the Deposit is protected. The information to be given (called "the prescribed information") is set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (S.I. 2007 No.797). The information which follows is that prescribed information.

1. Address of the Property to which the tenancy relates:
2. Details of the deposit holder  
Name:   
Address:   
Telephone number:
3. Details of the Tenant(s)  
Name (1): Martin Docherty  
Email address: martin.docherty.mp@parliament.uk  
Telephone number:
4. The Deposit is: £2,284
5. The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 30 days of the commencement of the tenancy or the taking of the Deposit whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 30 days the Tenant should seek independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.
6. The Deposit will be released following the procedures set out in clauses D4 above.
7. Deductions may be made from the Deposit according to clause D3 above.

The Tenant confirms that he / she has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of his knowledge and belief.

**Landlord***9.6.15.*

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(Date)

**Tenant****Martin Docherty***9th June 2015.*

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(Date)