

ASSURED PERIODIC TENANCY AGREEMENT

This agreement sets out the conditions of your tenancy. You should read it carefully to make sure it includes everything you need to know and nothing that you are not prepared to agree to. If you are not sure about something in this agreement, you should get independent legal advice before you sign it. Once signed and dated, this agreement will be legally binding and may be enforced by a tribunal/court.

This agreement is dated:	Click here to enter date.
Rental premises:	Click here to enter property address. Use this line to describe property e.g. house / flat / how many bedrooms. Choose an item.
Landlord: <i>(If there are joint landlords, all must be listed)</i>	Click here to enter LL's name, address, telephone, and email.
Tenant: <i>(If there is more than one, you are jointly and severally liable)</i>	Click here to enter TT's name, address, telephone, and email.
Tenancy Term:	A periodic tenancy commencing from and including Insert date and continuing from month to month until terminated in accordance with this agreement.
Monthly Rent:	£Insert rent
Rent Payment Dates & First Rent Payment Date:	Choose an item.
Rent payment details:	Please make rent payments to the following account: Account holder: Enter account holder name Sort code: Enter sort code number Account number: Enter bank account number Reference: Enter reference number or "N/A" if not needed
Utility bills:	Choose an item.
Council Tax	Choose an item.

Deposit:	Choose an item. Enter deposit amount if applicable.
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AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Contents:	The furniture, furnishings and any other items set out in the Inventory.
Property:	The rental premises as defined above.
Energy Performance Certificate (EPC):	a certificate as defined in regulation 2(1) of the EPC Regulations.
EPC Regulations:	Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).
HA 1988:	Housing Act 1988.
HA 2004:	Housing Act 2004.
LTA 1985:	Landlord and Tenant Act 1985.
Insured Risks:	Means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure from time to time and Insured Risk means any one of the Insured Risks.
Inventory:	The list of Contents and description of the condition of the Property included within the Landlord's checklist and signed by the parties.
Lawful Occupiers:	those persons defined in the Landlord's checklist [in accordance with the Right to Rent legislation via the Immigration Act 2014]
TDP:	Tenancy Deposit Protection scheme as defined in section 212(2) of the HA 2004
The Council:	Oxford City Council
Working Day:	Any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2 Clause headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

- 1.8 A reference to an agreement is a reference to this agreement.
- 1.9 A reference to writing or written includes email.
- 1.10 Any reference to Tenancy refers to the tenancy created under this agreement.
- 1.11 A reference to the end of the Tenancy is to the end of the Tenancy however it ends.
- 1.12 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by the Landlord.
- 1.13 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.14 References to clauses are to the clauses of this agreement.
- 1.15 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this Tenancy. A reference to the Tenant includes a reference to its successors in title and assigns.
- 1.16 Unless otherwise expressly provided, the obligations and liabilities of the parties under this agreement are joint and several. This means that where, for example, the Tenant is more than one person, they shall be liable for all sums due under the agreement, not just liable for a proportionate part.
- 1.17 The obligations of the Tenant arising by virtue of this agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.

2. GRANT OF THE TENANCY

- 2.1 The Landlord lets the Property to the Tenant for the Tenancy Term.
- 2.2 The Tenant is first entitled to take possession of the Property as per Tenancy Term on page 1.

3. CONTENTS AND KEYS

- 3.1 The Tenant shall keep the Contents (if any) in good and clean condition and shall return the Contents (if any) to the Landlord at the end of the Tenancy in the same state (except for fair wear and tear) as detailed on the Inventory and cleaned to a professional standard.
- 3.2 The Landlord and Tenant consent to the use of the Inventory as evidence in any dispute arising in connection with the Deposit if the dispute is referred to an adjudicator under the TDP scheme.
- 3.3 The Tenant is responsible for looking after the keys and any security device for the Property during the Tenancy. If the Tenant fails to do so, the Tenant is responsible for the reasonable costs properly incurred as a result.

4. RENT

- 4.1 The Tenant shall pay the Rent in advance on the Rent Payment Dates.
- 4.2 The Tenant shall pay the first instalment of the Rent on or before the First Rent Payment Date.
- 4.3 When the Tenancy ends, the Tenant shall be entitled to be repaid any part of the Rent that relates to days falling after the end of the Tenancy.
- 4.4 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Property is fit for occupation and use.
- 4.5 If the Landlord proposes an increase in the Rent, the Landlord must serve a notice in accordance with section 13 of the HA 1988.

5a. CASH DEPOSIT & TDP *(where applicable)*

- 5a.1 The Landlord acknowledges receipt of the Deposit from the Tenant, or from anyone on behalf of the Tenant. Anyone who paid the deposit on behalf of the Tenant shall be listed as an "Interested Party" for the purposes of TDP registration.
- 5a.2 Within 30 days of receiving the Deposit, the Landlord shall inform the Tenant, and anyone who paid the deposit on behalf of the Tenant, of the TDP being used and give details of the TDP as required by the rules of that particular TDP.
- 5a.3 The Landlord shall provide within 30 days of the Deposit being received the information required under section 213(5) of the HA 2004 to the Tenant, and anyone who paid the deposit on behalf of the Tenant.
- 5a.4 The Landlord agrees that the Deposit shall be held in accordance with the rules of that particular TDP.
- 5a.5 The Landlord shall inform the Tenant within ten Working Days of the Tenancy ending if the Landlord intends to withhold all or part of the Deposit as detailed in Clause 5a.7
- 5a.6 The Landlord shall inform the administrator of the particular TDP within ten Working Days of the Tenancy ending that the Deposit is to be repaid in the sums agreed between the Landlord and Tenant.
- 5a.7 At the end of the Tenancy, the Landlord shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:
 - (a) make good any damage or lack of cleanliness to the Property or the Contents (except for fair wear and tear) caused by the Tenant's breach of its obligations under Clause 3.1 or Clause 9.1; and
 - (b) pay any Rent which remains unpaid.

5b. BOND DEPOSIT *(where applicable)*

- 5b.1 No cash deposit is payable by the Tenant at the start of this agreement.
- 5b.2 In place of a cash deposit, the Landlord accepts a Bond provided by the Council as described as the deposit on page 1.
- 5b.3 The Tenant agrees that the Landlord may make a claim against this Bond at the end of the Tenancy for any reasonable costs incurred due to:
 - (a) make good any damage or lack of cleanliness to the Property or the Contents (except for fair wear and tear) caused by the Tenant's breach of its obligations under Clause 3.1 or Clause 8.1; and
 - (b) pay any Rent which remains unpaid.
- 5b.4 The Tenant remains personally liable for any costs or arrears that exceed the value of the Bond.

6. USE OF PROPERTY

- 6.1 The Tenant shall:
 - (a) only use the Property as a private dwelling house for the use of the Lawful Occupiers;
 - (b) immediately notify the Landlord if the immigration status of any of the Lawful Occupiers changes from that recorded in the Landlord's checklist; and
 - (c) not permit anyone other than the Lawful Occupiers to occupy the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld).
- 6.2 The Tenant shall not use the Property for the purposes of conducting a business.
- 6.3 The Tenant may keep a pet at the Property if the Tenant obtains the prior written consent of the Landlord (such consent not to be unreasonably withheld). The Tenant's request for consent under this Clause 6.3 must be made in writing and include a description of the pet or animal.
- 6.4 The Tenant shall not keep any pet or animal at the Property other than a pet for which consent has been obtained in accordance with Clause 6.3.
- 6.5 The Tenant shall not do anything to or on the Property that:

- (a) causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them;
- (b) involves using the Property for immoral or illegal purposes; or
- (c) has the effect of invalidating the insurance that the Landlord has taken out in accordance with Clause 10.2. The Landlord shall provide the Tenant with a summary of the relevant insurance requirements.

- 6.6 The Tenant shall send the Landlord a copy of any notice or other communication affecting the Property within seven days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord.
- 6.7 The Tenant shall not commission an Energy Performance Certificate for the Property.

7. ASSIGNMENT OR SUBLETTING

The Tenant shall not assign, sublet, part with or share possession of the whole or any part of the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld).

8. REPAIRS AND ALTERATIONS

- 8.1 The Tenant shall keep the interior of the Property clean, tidy and in the same condition as at the start of the Tenancy as evidenced by the Inventory (except for fair wear and tear) and shall return the Property to the Landlord at the end of the Tenancy cleaned to a professional standard. The Parties agree that the Inventory is a true reflection of the Property's state. This document will be the primary evidence used for any claim made against the deposit / Bond at the end of the tenancy.
- 8.2 If the Property has a garden, the Tenant shall keep it clean and tidy, and free from rubbish.
- 8.3 The Tenant shall keep clean the inside and outside of all windows that the Tenant can reasonably reach.
- 8.4 The Tenant shall promptly replace all broken glass at the Property where the Tenant, or the Tenant's family or visitors cause the breakage.
- 8.5 The Tenant shall not cause any blockage to the drains, gutters and pipes of the Property. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under Clause 10.6.
- 8.6 The Tenant shall not make any alteration, addition, or redecorate the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld).
- 8.7 If section 190 of the Equality Act 2010 (improvements to let dwelling houses) applies, it has the effect that the Landlord may not unreasonably withhold consent to an application by the Tenant to make an improvement (as defined in section 190(9) of the Equality Act 2010) to the Property where:
 - (a) a disabled person (as defined in section 6 of the Equality Act 2010) occupies or intends to occupy the premises as their only or main home; and
 - (b) the improvement is likely to facilitate the disabled person's enjoyment of the premises, having regard to their disability.

The rights and obligations conferred by section 190 of the Equality Act 2010 do not apply in so far as provision of a like nature is made by the Tenancy.

9. UTILITIES AND OUTGOINGS

- 9.1a Where page 1 states that utility bills are included in the Rent, then the Landlord will pay for the supply of gas, water and electricity to the Property. This cost is included in the monthly Rent.

- 9.1b Where page 1 states that utility bills are not included in the Rent, then the Tenant shall pay directly to the supplier all charges for gas, electricity, water and sewerage services, telephone, internet, cable or satellite television (if the Property has these) used by the Tenant at the Property.
- 9.2 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.
- 9.3 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.
- 9.4 The Tenant shall pay for a television licence for the Property if a licence is required.
- 9.5 The Tenant shall pay to the relevant local authority the council tax for the Property, unless it is stated on page 1 of this agreement that the council tax is included in the Rent.
- 9.6 If any of the costs in this clause are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.

10. LANDLORD'S COVENANTS

- 10.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Property.
- 10.2 The Landlord shall insure the Property to its full value against loss or damage by the Insured Risks and shall provide a copy of the insurance cover to the Tenant if requested. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure the Tenant's own possessions with a reputable insurer.
- 10.3 The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.
- 10.4 The Landlord shall allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord.
- 10.5 To the extent required by section 9A of the LTA 1985, the Landlord shall ensure that the Property is fit for human habitation.
- 10.6 To the extent required by section 11 of the LTA 1985, Landlord shall:
- (a) keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);
 - (b) 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
 - (c) keep in repair and proper working order the installations in the Property for space heating and heating water.
- 10.7 In accordance with regulation 3 of the Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020 (SI 2020/312), the Landlord shall:
- (a) ensure that the relevant electrical safety standards are met during any period when the Property is occupied under the Tenancy;
 - (b) ensure that relevant electrical installations in the Property are inspected and tested by a qualified person at least every five years or, if required by the most recent report, earlier; and
 - (c) obtain a report from the person conducting the inspection and test and supply a copy of the report to the Tenant. The report must give the results of the inspection and test and state the date by which the next inspection and test is required.

- 10.8 In accordance with regulation 36 of the Gas Safety (Installation and Use) Regulations 1998 (SI 1998/2451), the Landlord shall:
- (a) ensure that any relevant gas fitting and any flue that serves a relevant gas fitting is maintained in a safe condition;
 - (b) ensure that each appliance and flue is checked for safety at the intervals required by the Gas Safety (Installation and Use) Regulations 1998 (SI 1998/2451) by a person approved by the Health and Safety Executive (or an employee of such a person); and
 - (c) ensure that a record is made of any checks carried out and, subject to exceptions, provide a copy of the record to the Tenant.
- 10.9 The Landlord shall not be required to:
- (a) carry out any works or repairs for which the Tenant is liable by virtue of this agreement; or
 - (b) keep in repair or maintain anything which the Tenant is entitled to remove from the Property.
- 10.10 The Landlord shall keep in repair the cooker, washing machine, tumble dryer, fridge, freezer and dishwasher (if these appliances are at the Property and provided by the Landlord and not gifted to the Tenant prior to the commencement of this agreement).
- 10.11 If the Landlord provides any gifted appliances to the Tenant prior to the start of this tenancy, the Tenant acknowledges that those gifted items are not part of this tenancy, are not maintained by the Landlord, and the Landlord shall have no obligation to repair or replace them should they become faulty or cease to work. The Tenant accepts full responsibility for the maintenance, repair, and eventual disposal or removal of those gifted items at the end of the tenancy. For the avoidance of doubt, the Contents remain the property of the Landlord and will be maintained by the Landlord under the terms of this agreement.

11. LANDLORD'S RIGHT TO ENTER THE PROPERTY

- 11.1 The Landlord reserves the right for the Landlord, or any person acting on behalf of the Landlord, to enter the Property on giving at least 24 hours' prior notice in writing to the Tenant:
- (a) to inspect the condition and state of repair of the Property;
 - (b) to carry out the Landlord's obligations under this agreement, including (but not limited to), inspecting and testing the electrical installations, gas fittings and flues and complying with other legal requirements;
 - (c) to take gas, electricity or water meter readings;
 - (d) to inspect the Property for the purpose of preparing an EPC and Recommendation Report (as defined in regulation 4 of the EPC Regulations) for the Property or the building of which it forms part and the Tenant shall co-operate with the Landlord so far as is reasonably necessary to enable an EPC and Recommendation Report to be obtained;
 - (e) for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property;
 - (f) for any purpose connected with a potential sale, letting, mortgaging or re-mortgaging of the Property; and
 - (g) to show prospective tenants or purchasers around the Property.
- 11.2 The Landlord has the right to retain a set of keys to the Property which shall only be used with the prior consent of the Tenant (except in an emergency).

12. TERMINATION BY THE LANDLORD

- 12.1 The Landlord reserves the right to re-enter the Property if:
- (a) the Rent is unpaid 21 days after becoming payable whether it has been formally demanded or not; or
 - (b) the Tenant is declared bankrupt under the Insolvency Act 1986; or
 - (c) the Tenant has breached the agreement; or
 - (d) the Landlord has given written notice that any of the grounds set out in Schedule 2 of the HA 1988 will apply.
- This Clause 12.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession.
- In accordance with the HA 1988, in most circumstances the Landlord can only end the Tenancy by obtaining a court order for possession of the Property and execution of the order (by the enforcement of a warrant or writ of possession by a County Court Bailiff or High Court Enforcement Officer). If the Landlord seeks an order for possession, the Landlord must usually serve on the Tenant a notice of proceedings for possession in the prescribed form and specifying the ground or grounds of possession. The ground or grounds of possession will determine the notice period that must be given before proceedings are begun.**
- 12.2 If the Landlord re-enters the Property pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant shall remain in force.
- 12.3 If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall pay any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

13. TERMINATION BY THE TENANT

The Tenant shall give not less than two months' notice in writing to end the Tenancy. The notice must expire at the end of a rental period.

14. END OF THE TENANCY

- 14.1 At the end of this Tenancy (howsoever determined), the Tenant shall return the Property and the Contents (if any) to the Landlord in the condition required by this agreement.
- 14.2 The Tenant shall provide the Landlord (or agents) with a forwarding address once the Tenancy has come to an end which the Landlord (or agents) can provide to any interested persons PROVIDED ALWAYS THAT the Landlord (and agents) agree not to provide details of the Tenant's forwarding address unless they are satisfied, acting reasonably and properly, that the person requiring the address is a duly authorised official or employee of the requesting organisation and has supplied written evidence of their authority.
- 14.3 The Tenant shall remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property after the Tenancy has ended, the Landlord shall remove and store the possessions for a maximum of one month. The Landlord shall take reasonable steps to notify the Tenant at the last known address. If the items are not collected within one month, the Landlord may dispose of the items.
- 14.4 At the end of the Tenancy, the Tenant must give vacant possession and return the keys to the Property, and any other security devices, to the Landlord.

15. NOTICES

- 15.1 Any notice to the Landlord sent under or in connection with this agreement shall be deemed to have been properly served if:
 - (a) sent by first class post to the Landlord’s address as given in on page 1 of this agreement.
 - (b) left at the Landlord’s address given on page 1 of this agreement.
- 15.2 Any notice sent to the Tenant under or in connection with this agreement shall be deemed to have been properly served if:
 - (a) sent by first class post to the Property;
 - (b) left at the Property.
- 15.3 If a notice is given in accordance with Clause 15.1 or Clause 15.2 it shall be deemed to have been received:
 - (a) if delivered by hand, at the time the notice is left at the proper address; or
 - (b) if sent by first-class post, on the second Working Day after posting.

16. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This agreement has been entered into on the date stated at the beginning of it.

Signed by

Landlord (print name): <i>(If there are joint landlords, all must be listed)</i>	Insert LL name
Landlord (signature):	

Signed by

Tenant (print name): <i>(If there are joint tenants, all must be listed)</i>	Insert TT name
Tenant (signature):	