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# **RESIDENTIAL TENANCY AGREEMENT**

THIS AGREEMENT is made on the [DAY] day of [MONTH YEAR]

BETWEEN:

#### [LANDLORD NAME] of [LANDLORD ADDRESS] (the "Landlord")

AND

[TENANT NAME(S)] of [TENANT ADDRESS] (the "Tenant")

## **1. THE PROPERTY**

1.1 The Landlord lets to the Tenant the residential property at: [PROPERTY FULL ADDRESS INCLUDING POSTCODE] (the "Property")

1.2 The Property includes:

#### [FIXTURES, FITTINGS, FURNITURE, APPLIANCES, ETC.]

1.3 The following areas are communal and shared with other occupiers: [SHARED AREAS IF ANY, E.G., GARDEN, ENTRANCE HALL, STAIRWAY]

# 2. TERM OF TENANCY

2.1 The tenancy begins on **[START DATE]** and is a periodic tenancy.

2.2 This tenancy is not subject to a fixed end date and will continue as a periodic tenancy until terminated by either party in accordance with this agreement and applicable law.

### 3. RENT

3.1 The rent is £[AMOUNT] per [WEEK/MONTH] payable in advance.

3.2 The first payment is due on **[FIRST PAYMENT DATE]** and subsequent payments are due on the **[DAY]** day of each **[WEEK/MONTH]**.

3.3 The rent shall be paid by [PAYMENT METHOD].

3.4 The rent includes [ITEMS INCLUDED IN RENT, E.G., COUNCIL TAX, UTILITIES].

3.5 The rent excludes **[ITEMS EXCLUDED FROM RENT]**, which the Tenant is responsible for paying.

# 4. DEPOSIT

4.1 The Tenant shall pay a deposit of £[DEPOSIT AMOUNT] before the tenancy begins.

4.2 The deposit will be protected through [NAME OF DEPOSIT PROTECTION SCHEME] within 30 days of receipt.

4.3 The deposit may be used to cover:

(a) Damage to the Property beyond normal wear and tear;

- (b) Cleaning costs where the Property has not been returned in the same clean condition;
- (c) Replacement of items listed in the inventory that are missing or damaged;
- (d) Unpaid rent or utilities; and
- (e) Any other breaches of this agreement.

# **5. TENANT OBLIGATIONS**

- 5.1 The Tenant agrees:
- (a) To pay the rent on time;
- (b) To pay for all utilities and services not included in the rent;
- (c) To keep the interior of the Property clean and in good condition;
- (d) To report any damage or necessary repairs to the Landlord promptly;

(e) Not to make any alterations or additions to the Property without the Landlord's prior written consent;

(f) Not to cause or permit any nuisance or anti-social behavior;

(g) Not to keep any pets without the Landlord's prior written consent, which shall not be unreasonably withheld in accordance with the Renters (Reform) Bill 2023;

(h) To allow the Landlord or their agent access to the Property for inspections, repairs, or viewings with 24 hours' notice (except in emergencies);

(i) To use the Property as a private residence only; and

(j) To return the Property and its contents in the same condition as at the start of the tenancy, allowing for normal wear and tear.

## 6. LANDLORD OBLIGATIONS

6.1 The Landlord agrees:

(a) To keep the structure and exterior of the Property in good repair;

(b) To keep installations for the supply of water, gas, electricity, sanitation, space heating, and water heating in good repair and working order;

(c) To ensure the Property meets the Decent Homes Standard;

(d) To ensure all gas and electrical equipment provided is safely installed and maintained;

(e) To provide an Energy Performance Certificate;

(f) To protect the Tenant's deposit in an approved scheme;

(g) To provide the Tenant with a copy of the Government's 'How to Rent' guide;

(h) To obtain a license for the Property if required by the local authority;

(i) To address any reported hazards or repair issues within a reasonable timeframe in accordance with Awaab's Law; and

(j) To respect the Tenant's right to quiet enjoyment of the Property.

## 7. TERMINATION

7.1 The Tenant may terminate this agreement by giving at least one month's written notice to the Landlord.

7.2 The Landlord may terminate this agreement by obtaining a possession order from the court on one of the grounds set out in the Housing Act 1988 (as amended) and giving appropriate notice to the Tenant as required by law.

7.3 The Landlord must provide at least two months' written notice using the prescribed form.

7.4 The Landlord cannot serve a Section 21 notice during the first four months of the tenancy.

7.5 The Landlord cannot serve a Section 21 notice if they have not provided the Tenant with:

(a) A valid Energy Performance Certificate;

(b) A valid Gas Safety Certificate (if applicable);

(c) The Government's 'How to Rent' guide; and

(d) Details of the deposit protection scheme.

#### **8. RENT INCREASES**

8.1 The Landlord may increase the rent by giving at least one month's written notice.

8.2 Rent increases will be limited to once per 12-month period.

8.3 Any rent increase must be fair and in line with local market rents.

8.4 The Tenant has the right to challenge excessive rent increases through the First-tier Tribunal (Property Chamber).

#### 9. NOTICES

9.1 Any notice to the Landlord shall be addressed to:

#### [LANDLORD CORRESPONDENCE ADDRESS]

9.2 Any notice to the Tenant shall be addressed to the Property.

9.3 All notices must be in writing and may be delivered by hand, post, or email to:

#### Landlord's email: [LANDLORD EMAIL]

Tenant's email: [TENANT EMAIL]

#### **10. SPECIAL CONDITIONS**

10.1 The following special conditions apply to this tenancy:

# [ANY SPECIAL CONDITIONS OR WRITE 'NONE']

### **11. SIGNATURES**

11.1 This agreement is signed by the parties as follows:

SIGNED by the LANDLORD:

Signature: \_\_\_\_\_

Name: [LANDLORD FULL NAME]
Date: [DATE]

SIGNED by the TENANT(S):

Signature: \_\_\_\_\_

Name: [TENANT 1 FULL NAME]

Date: [DATE]

Signature: \_\_\_\_\_

Name: [TENANT 2 FULL NAME (IF APPLICABLE)]

Date: [DATE]