

An Agreement;

Made

Between

Of

(for the purposes of Sections 47 and 48 of The Landlord and Tenant Act 1987)

hereinafter called the 'LANDLORD' which expression shall include successors in title where the context admits, of the one part

AND

Of

hereinafter called the 'TENANT' which expression shall include successors in title where the context admits, of the other part

WHEREBY IT IS AGREED

Both jointly and severally as follows:-

1. The Landlord lets and the Tenant takes for the term at the rent and upon the terms hereinafter appearing the dwelling situated at and known as:-

hereinafter called the 'Property' together with the fixtures and fittings, furniture, furnishings and household garden effects therein

2. The property and the items listed in the inventory shall be held by the Tenant for the period of **364** days subject to the provision of **Clause 63** of this agreement.

Commencing on the  
Two Thousand and Twenty-Three

And terminating on the  
Two Thousand and Twenty-Four

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Initial:              Tenant: \_\_\_\_\_

Agent or Landlord: \_\_\_\_\_

3. The tenant shall pay during the whole of the period of the tenancy rent at the rate of **£000.00 (Pounds)** for every calendar month. This sum shall be payable in advance without any deduction whatsoever on or before the **DAY** of each calendar month, the first such payment to be paid on or before the signing hereof and each subsequent payment should be paid by Standing Order on or before the **DAY** of each calendar month throughout the Tenancy. The first payment to be made to **HACKETT UK LTD** and all subsequent payments to be made by standing order direct to **THE LANDLORD**.
4. The tenant shall also pay the Landlords said Agent on or before the signing of this Agreement the sum of **£000.00 (Pounds)** which is to be held by **HACKETT UK LTD** as security for performance of the Tenant's obligations. The deposit is held and returned **under the terms of the [www.mydeposits.co.uk](http://www.mydeposits.co.uk)** deposit insurance scheme administered by:

HFIS plc, T/A Hamilton Frasier Insurance  
Mydeposits  
1<sup>st</sup> Floor, Premiere House  
Elstree Way,  
Borehamwood  
Hertfordshire  
WD6 1JH

Tel: 0344 980 0290 / [info@mydeposits.co.uk](mailto:info@mydeposits.co.uk)

Such deposit cannot be accepted as advance payment of rental. No interest is payable to the tenant on the security deposit over the course of the tenancy. The Landlord or his agent shall account to the Tenant as soon as practicable (usually within 10 days) after the termination of the Tenancy after deduction therefrom of any sums required to compensate the Landlord whether wholly or in part for any breach of obligation on the Tenants part. If an agreement cannot be achieved over the return of the deposit, the tenant has 3 months from the date of vacating to raise a deposit dispute with [www.mydeposits.co.uk](http://www.mydeposits.co.uk) the landlord must then acknowledge the dispute and send the disputed amount to the tenancy deposit scheme. An ADR (Alternative Dispute Resolution Service) will then handle the dispute and ask for relevant documentation where applicable. The Adjudicators decision will be binding and [www.mydeposits.co.uk](http://www.mydeposits.co.uk) will distribute the disputed amount in accordance with the decision within 10 days. If the deposit shall be insufficient the Tenant shall pay to the Landlord such additional sums as shall be required to cover all costs, charges and expenses properly due.

**5. The Tenant agrees to:-**

6. pay the said rent on the days and in the manner aforesaid clear of all deductions whether formally demanded or not.
7. pay all charges made for the use of the telephone including a connection charge if applicable, television licence fee, gas, electricity, water rates, any portion of heating and hot water rate (if property is on a block system or billed via the landlords service charge) and Council Tax for the property during the tenancy.
8. pay the Landlords costs and expenses in connection with notices or proceedings resulting from any breach by the Tenant of the terms of this Agreement and in connection with any claim for damages and/or dilapidation's that are assessed as not fair wear and tear.
9. pay the council tax which is the responsibility of the occupant or any other charge levied on the property replacing the Council Tax and further to pay the same and to indemnify the Landlord from and against all liability in respect thereof including any liability which may be incurred by the landlord as a result of the Tenant ceasing to occupy the Property as his sole or main residence. The tenant consents to the Landlord or his agent, advising the local council and service suppliers of the tenants' responsibilities and to advise the Landlord or his agent of any details pertaining to the accounts at the termination or the sooner determination of the tenancy.
10. not to Change or permit to be changed the electricity, gas or water supplier or telephone number to the property or to allow the telephone to be disconnected at any time and further not to install or permit to install therein additional or alternative telephone equipment without written consent of the Landlord or said agent.
11. to pay television licence fee for any television set within the premises.
12. the Tenant shall use the property in a tenant like manner and keep during the Tenancy hereby created the interior of the said property and the fixtures and fittings therein in good clean and acceptable condition (damage by accidental fire and general wear and tear excepted) and shall not through its own act or neglect or that of any person residing in the property or any part thereof permit or suffer the property or any of the items in the inventory to deteriorate.
13. keep the property in a good state of internal decoration and at least up to the standard pertaining when the Tenant took possession, general wear and tear excepted.



14. keep the drains, gutters, pipes and outlets of the property clear from obstruction howsoever caused, and chimneys swept, if applicable, at least once per year.
15. keep all the items in the inventory in the same condition as at the commencement of the tenancy (fair wear and tear and damage by accidental fire and the insured risks excepted) and to keep all electrical lights in good working order and in particular replace all bulbs, electrical fuses and fluorescent tubes when necessary.
16. not to remove from the property any of Landlord's contents therein and as far as possible forthwith to replace with similar articles of at least equal value any part of the contents which may be lost, destroyed or so damaged as to be incapable of being restored to its former condition (except such items as may be destroyed or damaged by accidental fire save where the insurance maintained by the Landlord has been wholly or partially invalidated by any act or default by the tenant) or to compensate the Landlord in damages for any omission to replace the contents as aforesaid.
17. not to change, alter add to or in any way interfere with the construction, decoration or layout of the property or the fixtures or fittings of the property or the contents herein belonging to the Landlord for which the Landlord is responsible or to deface the property or permit or suffer it to be defaced internally or externally or to change the decoration of the interior of the property without the prior written consent of the Landlord or his agent.
18. not to affix any pictures or other decorations to the walls of the property other than by the existing picture hooks or fastening referred to in the inventory and not nail, pin, screw, peg, bolt into or stick sellotape, Blu-Tac or any other adhesive material onto any wall, door, window or any of the furniture, fixtures and fittings in the property.
19. deliver up all the property, keys and the items in the inventory at the end of the tenancy in a clean and tidy state and leave the furniture and effects in the same position as they were at the commencement of the term. If any keys are missing then the tenant agrees to bear the cost of key cutting or changing relevant locks. No further cleaning, moving of furniture or gardening is to be undertaken by the tenant after the check-out inventory has been conducted, either by the independent Inventory Clerk or Landlord or Landlords representative.
20. it is understood when an independent Inventory Clerk is required by the landlord, that the landlord will be responsible for the cost of the inventory itself and the cost of the check in and check out reports.

21. cultivate the garden, (if any), throughout the whole of the tenancy in a reasonable manner according to the season and in particular to keep the grass cut and pathways weeded and beds in a fit state for cultivation and not overgrown with weeds and clear away any fallen leaves and not to lop, top or cut down, remove or otherwise injure any trees, shrubs, or plants growing upon the property or any part thereof.
22. not do or suffer or permit any person residing in the property or any guest or visitor at the property to be guilty of conduct which may be or become a nuisance, annoyance or inconvenience to the Landlord or the tenants or occupiers of any neighbouring premises or use or permit the Property to be used for any improper immoral or illegal purposes or any profession trade or business whatsoever.
23. the tenants should leave the property in the condition and cleanliness they initially received it in, if not better, as detailed in the inventory (if applicable).
24. the tenant hereby confirms that the tenant will wholly comply with any terms and conditions of the lease and/or superior lease of the building which this property is encompassed by.
25. to be responsible for any pest infestation at the property provided that the problem was not in existence at the time of taking occupation or is a result of a failure of repair by the Landlord or the infestation arose from any common area under the control of the landlord.
26. to inform the Landlord or his agents immediately in the event of loss or damage by the theft impact or other cause, giving full details as to how the loss or damage occurred in order to enable the Landlord or agent to make an insurance claim if applicable.
27. to ensure that the premises are adequately ventilated at all times and prevent all problems and damage caused by mould and condensation.
28. not do any act or thing which may vitiate any policy of insurance on the property or the said fixtures and fittings and furniture and effects or increase the premium for such insurance and in particular not to leave the property unattended for a period of more than twenty eight consecutive days without prior written notification to the Landlord or his agent and in such event the tenant undertakes to comply with the covenants and stipulations contained in the Landlords insurance in respect of vacant properties.
29. to ensure that the smoke alarm(s) and carbon monoxide alarm(s) installed in the premises is kept free from obstruction and in good working order and that if such smoke alarm(s) is battery operated that



the battery is replaced as and when necessary to ensure the smoke alarm(s) and carbon monoxide alarm(s) is fully operational at all times.

30. to ensure all taps, baths, wash-basins, separate showers (or attachments) closets, cisterns, domestic water heaters and waste and other internal pipes together with drains, down pipes and gutters in or connected with the premises are kept clean and open and not to damage the pipes, wires, conduit fittings and appliances within or exclusively serving the premises.
31. give full particulars of any notice given or order made by any competent authority in respect of the property to the landlords agent within seven days of receipt and take such reasonable action in relation thereto as the Landlord and tenant may decide.
32. permit, having received reasonable notice, the Landlord or his said agents or nominated workmen to enter the property or any part thereof at reasonable times during the daytime for the purposes of examining the state and condition of the property and to effect repairs of the structure or other necessary items. The Landlord or his said agents shall give to the tenant notice in writing of any dilapidation or wants of repair and the tenant shall have fourteen days within which time the items mentioned in the aforesaid notice shall be required to be made good, restored, replaced, or cleaned. If the tenant shall fail to take such action as that required within the said period then the Landlord or his said agents shall be permitted to enter the property or any part thereof and execute such work at the expense of the tenant, the costs incurred by the Landlord to be paid by the tenant on demand.
33. without prejudice to clause 32, to allow having received reasonable notice, the Landlord or his said agents or nominated workmen to enter the property or any part thereof at reasonable times during the daytime, for the purposes of carrying out gas safety inspections and such other inspections as might be required. If an appointment is made and the tenant fails to keep it, the tenant shall be responsible for all costs incurred as a result of the tenants' failure to keep the appointment.
34. if the tenant shall not keep an appointment made by the Landlord or his said agent to check the inventory and in the case of the check out should the tenant fail to keep the appointment previously agreed or refuses to attend the property at the time of the check out any assessments made by the Landlord or his said agent of the fair and reasonable compensation or other sums payable by the tenant shall be final and binding on the tenant.
35. to take reasonable precautions to prevent damage to the property and in particular the water system by freezing during the winter months. In the event of such damage caused by failure to take such precautions,

- the tenant shall effect all such repairs as may be necessary to reinstate the system in good working order and repair and make good any consequential damage, that may be caused by reason of the tenant's failure to take such precautions as aforesaid provided that this shall not oblige the tenant to lag or otherwise protect pipes that are not already lagged or protected.
36. in the event that the refrigerator and freezer (if any) ceases to properly function with the result that any consumable contained in the said appliance(s) and belonging to the tenant thaws or becomes damaged or otherwise unsafe for human consumption and as a consequence requires to be destroyed or discarded then the tenant agrees not to seek reimbursement from the Landlord for any loss or inconvenience suffered.
37. having become the subscriber of the telephone at the property shall not instruct British Telecom to remove the line serving that telephone, either during the tenancy or at termination, in addition, the tenant shall be liable to pay for the reconnection charge of the telephone if this becomes disconnected due to non payment of the account attributable thereto and howsoever caused.
38. permit the Landlord or his said agents at reasonable hours in the daytime within the last two calendar months of the tenancy to enter and view the property with prospective tenants or purchasers.
39. not to assign, under let, charge, share or part possession with the premises, furniture and effects or any part thereof.
40. not to keep or harbour any bird, animal or reptile in the property unless written consent has been issued by the landlord and which consent may be revoked or withdrawn at any time.
41. not to take any lodger or paying guest.
42. not to exhibit or fix or suffer to be so any notice board, sign, advertisement, notice or poster on any portion or part of the property.
43. not to use the property other than for the purposes of a single private dwelling nor carry on or permit to be carried on any trade profession or business whatsoever from the property or any part thereof.
44. not duplicate keys or replace locks without the prior consent of the Landlord or his agents.
45. not to use the garage or out buildings (if any) for storing any of the Landlord's contents without prior permission from the landlord or his agent.



46. not to release keys to any other third party other than the Landlord's agent.
47. at the determination of the tenancy arrange and pay for the removal of any rubbish and gardening waste (if applicable)
48. subject to clause 50 not to exhibit or fix or suffer to be so any notice board, sign, advertisement, notice or poster on any part of the property or in any window thereof and not to erect any wireless satellite dish or television aerial without prior consent in writing of the landlord or his agent.
49. should the tenant have any works carried out to the property without the prior consent of the Landlord or nominated agent than the Landlord will not be liable to pay for the cost of such works and the tenant will reinstate the property as they were prior to the said works if so required by the Landlord.
50. allow a notice board to be erected in a conspicuous position on the property during the last two months of the tenancy intimating that the property is to be let or for sale/sold.
51. not to obstruct any communal hallways or common parts in anyway whatsoever.
52. to remove all goods belonging to the tenant before 12.00pm on the vacation date. If goods are not removed by this time the tenant shall be charged at the **daily** set rate in clause 3. The tenant agrees liability for any costs incurred by the Landlord due to late departure from the property or non-return of keys to the Landlord, Landlords representative, or said agent. If left items are not collected by the tenant the landlord will write to the ex-tenant at the last address the landlord was given to advise them that unless the items are collected within 7 working days, they will be disposed of.
53. allow to be served any How to Rent Guide, Gas Safety Certificate, Electric Safety Certificate, Energy Performance Certificate, Tenancy Deposit Certificate and the Prescribed Information, and Information for Tenants Leaflet, or any other document given under or in connection with the tenancy. The tenant is hereby content to accept service of notices and other documents given under or in connection with the tenancy, by e-mail at the following email address(s):

[nick@hackett-estates.com](mailto:nick@hackett-estates.com) / [nick@hackett-estates.com](mailto:nick@hackett-estates.com)



**The Landlord agrees :-**

54. to keep in repair and proper working order installations for supply of water, gas, electricity and for sanitation and to keep in repair and proper working the installations for space heating and water heating.
55. to have all gas appliances safety checked annually in accordance with The Gas Safety (installation and use) Regulations 1996 and additionally, to have a valid electric installation condition report (EICR) for the Property in accordance with the requirements set within the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020.
56. allow the tenant, assuming that the tenant is paying the rent and performing the agreements contained herein, to quietly possess and enjoy the property during the tenancy without any unlawful interruption from the Landlord or any person claiming under or in trust for the Landlord.
57. to pay taxes, assessments, ground rents, service charges, impositions and other outgoings payable in respect of the property during the tenancy except for charges herein before agreed to be paid by the tenant.
58. except where the Landlords insurance policy shall have been violated in whole or in part due to any act omission or default of the tenant or anyone on the premises with the tenants express or implied permission to return to the tenant any rent payable for any period that the property is rendered uninhabitable and inaccessible by reason of fire, tempest, flood and the amount in case of dispute to be settled by arbitration.
59. keep the fabric of the property and its fixtures and fittings in good condition and working order, except in the case of tenant negligence and normal wear and tear. To keep all appliances belonging to the property in good working order except in the case of tenant negligence in which case the cost of repair will be the responsibility of the tenant.

**It is further agreed by the parties that:-**

60. if at any time any part of the rent is in arrears for fourteen days after the same shall have become due (whether formally demanded or not) or if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being grounds, 1,2,8,10,11,12,13,14,15 or 17 are made out or if the tenant commits a breach of any of the obligations contained herein or if the tenant being an individual shall become bankrupt or being a company shall enter into liquidation whether compulsory or voluntary or shall have a receiver appointed of its undertaking or any of its assets or in any case shall suffer any execution to be levied on the tenants

goods and then and in any time thereafter to re-enter upon the premises or any part thereof in the name of the whole and thereupon this lease shall absolutely determine but without prejudice to any right of action which the Landlord may have in respect of any antecedent breach of the tenants obligations herein contained.

61. it is further agreed that the Landlord reserves the right to charge interest at the rate of 3% above the BANK OF ENGLAND base rate on any rent in arrears or any other monies owed under the terms hereof that are outstanding for more than fourteen days calculated from the date upon which rent was due to be paid, to the date upon which it is actually paid.
62. The tenant is hereby notified that any notice (including notices in proceedings) must be served by the tenant on the landlord at the following address; any notice to be given herein shall be deemed to be properly given if sent via email to: [management@hackett-estates.com](mailto:management@hackett-estates.com) or by ordinary First Class post, or by First Class Registered post or Recorded Delivery or by hand addressed, if given to:- **HACKETT UK LIMITED, SUITE 104, 295 CHISWICK HIGH ROAD, CHISWICK, LONDON, W4 4HH** or if notice is served by the landlord on the tenant, any notice to be given herein shall be deemed to be properly given if sent by ordinary First Class post, or by First Class Registered post or Recorded Delivery or by hand addressed to them by name at the address of the property and if so the notice shall be deemed to have been served not later than two working days following the day on which it was posted.
63. either party may terminate this agreement by not less than **TWO** calendar months written notice at any time on or after the expiration of **FOUR** calendar months from the date of commencement of the term hereof and on the expiry of such notice this agreement shall determine thereon but without prejudice to any antecedent breach of the terms hereof by either party.
64. for the purposes of the tenancy deposit insurance scheme is hereby agreed that The Lead Tenant will be **<LEAD TENANTS NAME>**. The Lead Tenant is authorised by all of the other persons comprising the 'Tenant' to deal with any matters concerning the return of the Deposit and any disputes arising.
65. Hackett UK Limited confirm that we, as agents, have taken all reasonable steps and have exercised all due diligence in respect of the Consumer Protection Act 1987 section 12 (1) Fire and Furnishings Regulations 1993, however, both Landlord and tenant must satisfy themselves that all soft furnishings comply with the act.



66. the Landlord hereby gives the tenant notice that this agreement is intended to create an Assured Shorthold Tenancy under the Housing Act 1988 and provisions for the recovery of possession by the Landlord in Section 21 thereof apply accordingly.

67. Notice under - Ground 1 and Ground 2, of Schedule 2 of the Housing Act 1988

**Ground 1** - The Landlord notifies the Tenant that possession of the Premises may be recovered under Ground 1 in Schedule 2 to the Housing Act 1988. This requires the court to order possession of the Premises where the Landlord has previously occupied the Premises as his only or principal home or requires the Premises as the only or principal home of the Landlord or the Landlord's spouse.

**Ground 2** - The Landlord notifies the Tenant that possession of the Premises may be recovered under Ground 2 of Schedule 2 to the Housing Act 1988. This requires the court to order possession where:

- (i) The Premises is subject to a Mortgage or charge granted before the beginning of the Tenancy; and
- (ii) The Lender is entitled to exercise a power of sale; and
- (iii) The Lender requires possession of the Premises in order to dispose of them with vacant possession when exercising the power of sale.

SPECIAL CONDITIONS :

- Smoking is not permitted inside the property by the tenant or any tenants visitor and guest at any time during this tenancy.

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

**Signed by Landlord:**

<NAME>

\_\_\_\_\_

Time

**Signed by Tenant:**

<NAME>

\_\_\_\_\_

Time

<NAME>

\_\_\_\_\_

Time

**Signed by** the above name

in the presence of:-

\_\_\_\_\_

Occupation:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(End of agreement).*