**Falkland Islands Government**

# MODEL TENANCY AGREEMENT

# How to use this Tenancy Agreement

This tenancy agreement has been designed to cover a wide range of tenancies, giving Landlords the option to adapt the agreement to their needs and expectations. It has been divided into two types of clauses: those in **bold type**, which are core clauses, and should not be removed; and those in normal type, which are optional and labelled as such, and can be left in or out as required.

The last section also allows for additional terms to be added to the tenancy. This section should be used to add any further agreements made by the Landlord and Tenant in respect of any of the other terms, for example, if the Landlord agrees to let the Tenant have a pet.

Where the Let Property is being let furnished or part furnished, this agreement should be accompanied with a list of all the furniture and household goods included in the Let. The Tenant should check that the list is correct, and inform the Landlord of any discrepancies (including defects or goods which are not in an acceptable state of repair) within seven days.

This agreement should be read in conjunction with the [relevant guidance](https://www.falklands.gov.fk/policy/downloads/category/22-model-tenancy-agreement) which provides more information about each of the clauses in straightforward language.

Original signed copies of this agreement should be retained by the Landlord and each Tenant named in this agreement. Any appendix setting out an inventory should also be signed by the Landlord and Tenant. Where any changes are made to the agreement during the Tenancy, these should be reflected in new, signed agreements.

*Disclaimer: FIG is not responsible for ensuring the legal accuracy, completeness, or appropriateness of this model agreement for your needs. We strongly recommend consulting a qualified legal professional to review or modify any template before using it to satisfy yourself that these clauses are appropriate for your needs and enforceable.*

# Glossary of terms

* **Assignation:** Where a Tenant transfers his or her rights to a private residential tenancy (or share in a joint tenancy) to another person, subject to obtaining the Landlord’s prior written permission.
* **Common Parts:** in relation to premises, the structure and exterior of, and any common facilities within or used in connection with, the building or part of a building which includes the premises but only in so far as the structure, exterior and common facilities are not solely owned by the owner of the premises.
* **Eviction Order:** an order issued by the Courts which brings a private residential tenancy to an end at a certain date.
* **Jointly and severally liable:** where there are two or more Joint Tenants, each Joint Tenant is fully liable to the Landlord(s) for the obligations of the Tenant under this Agreement including, in particular, the obligation to pay rent. Likewise, each joint Landlord is fully liable to the Tenant(s) for the obligations of the Landlord under this Agreement.
* **Landlord:** includes any Joint Landlord (also see ‘Jointly and severally liable’ above).
* **Let Property:** the property rented by the Tenant from the Landlord.
* **Letting Agent:** works for the Landlord of a Let Property and offers a range of services from finding suitable Tenants, collecting rent, arranging repairs etc.
* **Neighbour:** any person living in the neighbourhood.
* **Neighbourhood:** the local area of the Let Property.
* **Rent:** any sum payable periodically by the Tenant to the Landlord in connection with the tenancy (and includes, for the avoidance of doubt, any sums payable in respect of services, repairs, maintenance or insurance).
* **Rent-increase notice:** the notice that a Landlord under a private residential tenancy must use when notifying a Tenant of a proposed rent increase.
* **Tenant:** includes any joint Tenant or joint sub-Tenant (also see ‘Jointly and severally liable’ above).

For the purposes of this Agreement that words in the singular include the plural, and where there are two or more persons included in the expression “the Tenant” the obligations and conditions to be met by “the Tenant”, including payment of the rent, apply to all such persons jointly and severally.

# Tenant

|  |  |
| --- | --- |
| **Name(s):** |  |
| **Address:** |  |
| **Contact name and number:** |  |
| **Email address:** |  |
|  |  |

**Where this is a joint tenancy, the term “Tenant” applies to each of the individuals above and the full responsibilities and rights set out in this Agreement apply to each Tenant who will be jointly and severally liable for all the obligations of the Tenant under this Agreement. If existing Tenants wish to add an additional Tenant to the lease, this will require a new tenancy agreement to be drawn up specifying the new Tenant’s relevant details. Additional Tenants may only be added to a lease with the agreement of the Landlord.**

# Letting agent (Leave blank if it does not apply)

|  |  |
| --- | --- |
| **Name:** |  |
| **Address:** |  |
| **Telephone number:** |  |
| **Email address:** |  |
| **Services which the agent is responsible for delivering on behalf of the Landlord:** |  |
| **The agent is the first point of contact for the following:** |  |

# Landlord

|  |  |
| --- | --- |
| **Name(s):** |  |
| **Address:** |  |
| **Contact name and number:** |  |
| **Email address:** |  |
|  |  |

# Details of the Let Property

|  |  |
| --- | --- |
| **Address: (“the Let Property”)** |  |
| **Type of property: (For example: Flat / Bungalow / Cottage / Terrace House / Semi-detached House / Detached House/Cabin etc.)** |  |
| **Any other areas/facilities included with the Let Property:**  |  |
| **Any shared areas/facilities:** |  |
| **Any excluded areas/facilities:** |  |
| **The Let Property is [unfurnished/furnished or partly furnished]. See the attached Inventory and Record of Condition for further details.** |  |

# Start date of the tenancy

**The residential tenancy will start on: \_\_/\_\_/\_\_\_\_ (“the start date of the tenancy”)**

# Occupation and use of the Let Property

**The Tenant agrees to continue to occupy the Let Property as their home and must obtain the**

**Landlord’s written permission before carrying out any trade, business or profession there.**

# Rent

**The rent is £ per month [or other defined period].**

**The first payment is £ in respect of the period *\_\_/\_\_/\_\_\_\_* to *\_\_/\_\_/\_\_\_\_* to be paid on *\_\_/\_\_/\_\_\_\_*. Subsequent payments should be made on \_\_\_ day of the month.**

**Method by which rent is to be paid: Standing order/deduction from wages/bank transfer/cash.**

# Rent receipts and proof of payment

**Where any payment of rent is made in cash, the Landlord must provide the Tenant with a dated written receipt for the payment stating: the amount paid, and either (as the case may be) the amount which remains outstanding, or confirmation that no further amount remains outstanding.**

**The Landlord may require the Tenant to provide proof of payment where payment is being made into the Landlord’s bank account and not subject to a standing order.**

# Rent increases

**The rent cannot be increased more than once in any twelve-month period and the Landlord must give the Tenant at least three months’ written notice before any increase can take place. This paragraph may not apply to increases in heating charges as set out in section 27, if included in the agreement.**

# Deposit (Optional)

At the start date of the tenancy or before, a deposit of £ \_\_\_\_ will be paid by the Tenant to the Landlord. The Landlord will issue a receipt for the deposit to the Tenant. No interest shall be paid by the Landlord to the Tenant for the deposit.

Where it is provided in this Agreement that the Tenant is responsible for a particular cost or to do any particular thing and the Tenant fails to meet that cost, or the Landlord carries out work or performs any other obligation for which the Tenant is responsible, the Landlord can deduct reasonable costs from any deposit paid by the Tenant.

This would include cases where a Tenant has not paid all the rent payable, any amount in respect of one-off services, or unpaid utility bills, or a sum in relation to breakages or cleaning.

At the end of the tenancy the Landlord must release the deposit less any permitted deductions to the Tenant. If the Tenant disagrees with the amount, they can submit a claim to the courts.

Where the Tenant owes the Landlord an amount greater than the amount of the deposit, the Tenant will remain liable for these costs, and the Landlord may take action to recover the difference from the Tenant or deduct it from other amounts owed to the Tenant by the Landlord.

# Subletting and assignation

**Unless the Tenant has received prior written permission from the Landlord, the Tenant must not:**

* **sublet the Let Property (or any part of it),**
* **take in a lodger,**
* **assign the Tenant’s interest in the Let Property (or any part of it), or**
* **otherwise part with, or give up to another person, possession of the Let Property (or any part of it).**

# Notification about other residents

**If a person aged 16 or over (who is not a Joint Tenant) occupies the Let Property with the Tenant as that person’s only or principal home, the Tenant must tell the Landlord in writing that person’s name, and relationship to the Tenant. If that person subsequently leaves the Let Property the Tenant must tell the Landlord.**

**The Tenant must as far as is reasonably practicable take care to ensure that anyone living with them does not do anything that would be a breach of this Agreement if they were the Tenant. If they do, the Tenant will be treated as being responsible for any such action and will be liable for the cost of any repairs of items where required. When allowing a person to occupy the Let Property with the Tenant as that person’s only or principal home, the Tenant must ensure that the Let Property does not become a “house in multiple occupation”.**

# Overcrowding

**The Landlord may set a maximum number of people that can live in the property. That number may depend on the number and size of the rooms, and the age, gender and relationships of the people. Living rooms and bedrooms are counted as rooms, but not the kitchen or bathroom.**

**The Tenant must not allow the Let Property to become overcrowded. If the Let Property does become overcrowded, the Landlord can take action to evict the Tenant as the Tenant has breached this term of this Agreement.**

# Insurance

**The Landlord is responsible for paying premiums for any insurance of the building and contents belonging to them, such as those items included in the property inventory. The Landlord will have no liability to insure any items belonging to the Tenant.**

**The Tenant is responsible for arranging any contents insurance which the Tenant requires for their own belongings. The Tenant’s belongings may include personal effects, foodstuffs and consumables, belongings, and any other contents brought in to the Let Property by the Tenant.**

# Absences

**The Tenant agrees to tell the Landlord if they are to be absent from the Let Property for any reason for a period of more than two weeks. The Tenant must take such measures as the Landlord may reasonably require to secure the Let Property prior to such absence, and must take appropriate reasonable measures to meet the ‘Reasonable Care’ section below.**

# Care of the property

**The Tenant agrees to take care of the Let Property and any common parts, and agrees to:**

* **advise the Landlord as soon as reasonably practicable if the Tenant becomes aware that repairs are required to the Let Property, and especially in every instance where there is evidence of water penetration to the Let Property whether by way of defective roof coverings, burst or leaking pipes, or where there is evidence of an escape of gas or fuel oil.**
* **keep the Let Property adequately ventilated and heated, and ensure that an adequate level of heating is left on during any absences within the period from April to October.**
* **not bring any hazardous or combustible goods or material into the Let Property, notwithstanding the normal and safe storage of petroleum and gas for garden appliances (mowers etc.), barbecues or other commonly used household goods or appliances;**
* **not put any damaging oil, grease or other harmful or corrosive substance into the washing or sanitary appliances or drains; avoid danger to the Let Property or neighbouring properties by way of fire or flooding;**
* **ensure the Let Property and its fixtures and fittings are kept clean during the tenancy;**
* **not interfere with the smoke detectors, carbon monoxide detectors, heat detectors or the fire alarm system;**
* **not interfere with door closer mechanisms (where fitted).**

# The repairing standard and other information

**The Landlord is responsible for ensuring that the Let Property meets the Repairing Standard.**

**The Landlord must carry out a pre-tenancy check of the Let Property to identify work required to meet the Repairing Standard (described below) and notify the Tenant of any such work. The Landlord also has a duty to repair and maintain the Let Property from the start date of the tenancy and throughout the tenancy. This includes a duty to make good any damage caused by doing this work.**

**The Landlord is responsible for carrying out necessary repairs as soon as is reasonably practicable after having been notified of the need to do so.**

**A Let Property must meet the Repairing Standard as follows:**

* **The Let Property must be wind and watertight and in all other respects reasonably fit for people to live in;**
* **The structure and exterior (including drains, gutters, and external pipes) must be in a reasonable state of repair and in safe and proper working order;**
* **Installations for supplying water, gas and electricity and for sanitation, space heating and heating water must be in a reasonable state of repair and in proper working order;**
* **Any fixtures, fittings and appliances that the Landlord provides under the tenancy must be in a reasonable state of repair and in proper working order;**
* **Any furnishings that the Landlord provides under the tenancy must be capable of being used safely for the purpose for which they are designed;**
* **The Let Property must have a satisfactory way of detecting fires and for giving warning in the event of a fire or suspected fire;**
* **The Let Property must have a satisfactory way of giving warning if there is a hazardous concentration of carbon monoxide gas;**
* **The Repairing Standard does not cover work for which the Tenant is responsible due to their duty to use the Let Property in a proper manner; nor does it cover the repair or maintenance of anything that the Tenant is entitled to remove from the Let Property.**

**This clause does not affect any existing duties or requirements under planning or building control legislation.**

# Access for repairs, inspections, and valuations

**The Tenant must allow reasonable access to the Let Property for an authorised purpose where the Tenant has been given at least 48 hours’ notice, or access is required urgently.**

**Authorised purposes are those that involve carrying out work in the Let Property which the Landlord is required to or is allowed to, either by law, under the terms of this Agreement, or any other agreement between the Landlord and the Tenant; inspecting the Let Property to see if any such work is needed; and carrying out a valuation of the Let Property. The right of access also covers access by others such as a contractor or trade workers hired by the Landlord.**

**The Tenant and Landlord may mutually agree more generous rights of access if both parties want to resolve a non-urgent problem more promptly.**

**The Landlord has no right to use retained keys to enter the Let Property without the Tenant’s permission, except in an emergency or to protect the Let Property against weather, fire, or flood damage in the Tenant’s absence.**

# Respect for others

**The Tenant, those living with them, and their visitors must not engage in antisocial behaviour to another person. A person includes anyone in the Let Property, a neighbour, visitor, the Landlord, Agent or contractor. “Antisocial behaviour” means** **behaving in a way which causes, or is likely to cause, alarm, distress, nuisance or annoyance to any person; or which amounts to harassment of any person. Harassment of a person includes causing the person alarm or distress. Antisocial behaviour includes speech.**

**In particular, the Tenant, those living with them, and their visitors must not:**

* **Make excessive noise. This includes, but is not limited to, the use of televisions, CD players, digital media players, radios and musical instruments and DIY and power tools;**
* **fail to control pets properly or allow them to foul or cause damage to other people’s property;**
* **allow visitors to the Let Property to be noisy or disruptive;**
* **vandalise or damage the Let Property or any part of the common parts or neighbourhood;**
* **leave rubbish either in unauthorised places or at inappropriate times;**
* **allow any other person (including children) living in or using the property to cause a nuisance or annoyance to other people by failing to take reasonable steps to prevent this;**
* **harass any other Tenant, member of their household, visitors, neighbours, family members of the Landlord or employees of the Landlord or Agent, or any other person or persons in the property, or neighbourhood, for whatever reason.**

**In addition, the Tenant, those living with them and their visitors must not engage in the following unlawful activities:**

* **use or carry offensive weapons;**
* **use, sell, cultivate or supply unlawful drugs or sell alcohol;**
* **store or bring onto the Let Property any type of unlicensed firearm or firearm ammunition including any replica or decommissioned firearms.**
* **use the Let Property or allow it to be used, for illegal or immoral purposes;**
* **threaten or assault any other Tenant, member of their household, visitors, neighbours, family members of the Landlord or employees of the Landlord or Agent, or any other person or persons in the house, or neighbourhood, for whatever reason.**

**The particular prohibitions on behaviour listed above do not in any way restrict the general responsibilities of the Tenant.**

# Data protection

**The Landlord must take reasonable steps to ensure Tenants’ personal information is held securely and confidentially.**

# Ending the tenancy

**This tenancy may be ended by:-**

* **the Tenant giving notice to the Landlord**
	+ **The Tenant giving the Landlord at least 28 days’ notice in writing to terminate the tenancy, or an earlier date if the Landlord is content to waive the minimum 28-day notice period. Where the Landlord agrees to waive the notice period, their agreement must be in writing. The tenancy will come to an end on the date specified in the notice or, where appropriate, the earlier date agreed between the Tenant and Landlord. To end a joint tenancy, all the Joint Tenants must agree to end the tenancy. One Joint Tenant cannot terminate the joint tenancy on behalf of all Joint Tenants.**
* **The Landlord giving notice to the Tenant, which is only possible using one of the grounds for eviction set out below. This can happen either:-**
	+ **By the Landlord giving the Tenant a Notice to Leave stating one or more of the eviction grounds, and the Tenant choosing to leave. In this case, the tenancy will come to an end on the day specified in the Notice to Leave, or the day on which the Tenant actually leaves the Let Property, whichever is the later; or:-**
	+ **By the Landlord giving the Tenant a Notice to Leave stating one or more of the eviction grounds and then, if the Tenant chooses not to leave on the day after the notice period expires, subsequently obtaining an eviction order from the Courts on the stated eviction ground(s). In this case, the tenancy will come to an end on the date specified in the eviction order.**

**The Landlord can bring the tenancy to an end only if one of the specified grounds for eviction apply. If the Landlord serves a Notice to Leave on the Tenant, they must specify which eviction ground(s) is being used, and give the reasons why they believe this eviction ground applies.**

**The amount of notice a Landlord must give the Tenant will depend on which eviction ground is being used by the Landlord and how long the Tenant has lived in the Let Property.**

**The Landlord must give 28 days’ notice if, on the day the Tenant receives the Notice to Leave; the Tenant has been entitled to occupy the Let Property for six months or less, or if the eviction grounds (or grounds) that the Landlord is stating is one or more of the following:-**

**The Tenant:**

* **is not occupying the Let Property as their only or principal home;**
* **has been absent from the property for eight weeks or more without prior agreement from the Landlord;**
* **has breached the tenancy agreement, other than rent arrears;**
* **is in rent arrears for 14 or more consecutive days;**
* **has a criminal conviction that involved the Tenant using, or allowing someone to use, the property for illegal reasons; or involved a crime committed within or near the property;**
* **has engaged in anti-social behaviour in the property or neighbourhood to another person which causes them harm or distress; is a nuisance or annoyance; or is considered harassment;**
* **is no longer an employee of the Landlord, and the Let Property was being let to the Tenant as part of their employment. Where the Let Property was provided to the employee as part of the Landlord’s sponsorship of the Tenant for Work Permit purposes, this clause does not relieve the Landlord of their obligations under relevant immigration regulations.**

**In the event of any breach of the terms of this Agreement which is capable of being remedied, the Landlord shall not be entitled to terminate this Agreement until the Landlord has served notice on the Tenant to remedy the breach within such reasonable time as the Landlord may determine and the Tenant has failed to remedy the breach within such time.**

**The Landlord must give 84 days’ notice if the stated grounds for ending the tenancy include:**

* **The Landlord intends to sell the Let Property within three months of the Tenant ceasing to occupy;**
* **The Let Property is to be sold by the mortgage lender;**
* **The Landlord intends to refurbish and this will entail significantly disruptive works to, or in relation to, the Let Property;**
* **The Landlord intends to live in the Let Property;**
* **The Landlord intends to use the Let Property for a purpose other than providing a person with a home;**
* **The Let Property is held for a person engaged in the work of a religious denomination as a residence from which the duties of such a person are to be performed; and the Let Property is required for that purpose;**
* **A member of the Landlord’s family intends to live in the Let Property;**
* **The Tenancy was entered into on account of the Tenant having an assessed need for social housing and the Tenant has since been assessed as longer having such needs;**
* **The Landlord intends to let the property to an employee, and the accommodation has previously been used for that purpose;**
* **The tenancy was entered into for a limited period on the basis that the Tenant would only be resident in the Falkland Islands for that limited period, and the period has now elapsed;**
* **The tenancy was entered into for a limited period on the basis the Tenant was an employee newly arrived in the Falkland Islands but would be expected to find their own accommodation after a certain period has elapsed, provided that that period cannot be less than 24 months;**
* **The tenancy was granted as FIG housing, and the Tenant would no longer qualify for such housing.**

**The Tenant agrees to remove all their belongings within seven days within the tenancy end date specified on the Notice to Leave. The Tenant’s belongings may include personal effects, foodstuffs and consumables, belongings, and any other contents brought in to the Let Property by the Tenant.**

# Death of a Tenant (Optional)

If a Tenant dies during the Tenancy the Landlord may require the Tenant’s family to:

* vacate the Premises (unless the Landlord agrees to transfer the Tenancy to the Tenant’s spouse or partner), and
* to remove the Tenant’s belongings from the Premises and place them into storage. There shall be no charge for the first 3 months of storage, but thereafter storage shall be at the expense of the Tenant’s personal representatives. If the belongings have not been collected within six months the Landlord shall be entitled to dispose of the belongings as they see fit.

# Contents and condition (Optional)

The Tenant agrees that the signed Inventory and Record of Condition, [attached as Schedule 1 to this Agreement / which will be supplied to the Tenant no later than the start date of the tenancy]; is a full and accurate record of the contents and condition of the Let Property at the start date of the tenancy.

The Tenant has a period of 7 days from the start date of the tenancy (set out above in clause 5 ‘Start Date of the Tenancy) to ensure that the Inventory and Record of Condition is correct and either 1) to tell the Landlord of any discrepancies in writing, after which the Inventory and Record of Condition will be amended as appropriate or 2) to take no action and, after the 7-day period has expired, the Tenant shall be deemed to be fully satisfied with the terms.

The Tenant agrees to replace or repair (or, in the option of the Landlord, to pay the purchase cost of replacing or the cost of repairing) any of the contents which are destroyed, damaged, removed or lost during the tenancy, fair wear and tear excepted, where this was caused by the Tenant, anyone living with the Tenant or an invited visitor to the Let Property (see clause above on 'Reasonable Care').

Items to be replaced by the Tenant should be items of equivalent value and quality.

# Change of Let Property (Optional)

The Landlord may require the Tenant to move to other suitable premises belonging to or provided by the Landlord. If such a change is carried out at the request of the Landlord, the Landlord shall be responsible for arranging to move the Tenant’s belongings and for covering any associated costs. Where the Tenant is moved to a property that would normally have a different rental fee, the rent shall be adjusted accordingly.

# Service Charge (Optional)

The Tenant will be responsible for paying the Service Charge and will notify the FIG Public Works Department that they are responsible for paying the Service Charge for the Let Property, the start date and end date of the tenancy, and apply for any exemptions or discounts that they may be eligible for.

# Utilities (Optional)

The Tenant undertakes to ensure that the accounts for the supply to the Let Property of gas/fuel/electricity/ telephone/broadband *(Delete as appropriate)* are entered in their name with the relevant supplier.

Where the Tenant is responsible for supply of fuel, the Tenant agrees to keep the fuel tank sufficiently filled to allow the heating system to continue working. The Tenant shall be responsible for any labour, damage, or repairs required to the heating system as a result failing to keep fuel in the tank. The Tenant agrees not to tamper or move the fuel tank, and will remain liable for any damage to the tank or the heating system arising out of any movement or tampering of the fuel tank by the Tenant.

The Tenant agrees to pay promptly all sums that become due for these supplies relative to the period of the tenancy.

The Tenant agrees to make the necessary arrangements with the suppliers to settle all accounts for these services at the end of the tenancy.

The Tenant must not allow the meter to be changed from or to a pre-payment meter during the tenancy, without written prior agreement of the Landlord.

# Heating Charge (Optional)

If the Let Property is within a building with a shared heating system, the Tenant agrees to pay the Landlord a monthly heating charge of £\_\_\_ due every month on the same date as the rent payment, and payable by the same means as the rent payment. The heating charge may vary from time to time to meet any increase in the running costs, including fuel prices.

# Monthly charge for white goods and rented furniture (Optional)

The Tenant agrees to pay the Landlord a monthly charge of £\_\_\_ for the use of the white goods and rented furniture specified in Annex 2. The White Goods charge shall be due on the same date as the rent payment, and shall be payable by the same means as the rent payment.

# Alterations (Optional)

The Tenant agrees not to make any alteration to the Let Property, its fixtures or fittings, nor to carry out any internal or external decoration, amendments, affix any signage or commercial advertising, or erect any installation, satellite dish, antenna or outbuilding without the prior written consent of the Landlord. Where the Landlord has granted consent, it is the responsibility of the Tenant to comply with the requirements of the Planning Ordinance and apply for planning permission if required. If the Landlord agrees to the Tenant carrying out any alteration or decoration, they may also request that the property be returned to its original state at the end of the tenancy.

# Common parts (Optional)

In the case of a flatted Let Property, or any other Let Property having common parts the Tenant agrees, in conjunction with the other proprietors/occupiers, to sweep and clean the common stairway and to co-operate with other proprietors/properties in keeping the garden or other communal areas clean and tidy.

# Private garden (Optional)

The Tenant agrees to maintain the garden in a reasonable manner and arrange for the grass to be cut regularly.

The Tenant agrees not to plant any trees or shrubs on the Let Property.

The Tenant agrees not to dig up or otherwise disturb the topsoil of any part of the garden without the previous consent of the Landlord. If the Landlord agrees to the Tenant carrying out any alteration or disturbance to the garden, they may also request that the property be returned to its original state at the end of the tenancy.

# Bins and recycling (Optional)

The Tenant agrees to dispose of or recycle all rubbish in an appropriate manner and at the appropriate time. Rubbish must not be placed anywhere in common parts at any time. The Tenant must take reasonable care to ensure that the rubbish is properly bagged or recycled in the appropriate container. If rubbish is normally collected from the street, on the day of collection it should be put out by the time specified. Rubbish and recycling bins should be returned to their normal storage places as soon as possible after it has been collected. The Tenant agrees to ensure that the rubbish bins are kept within the property bounds, other than when required to be moved for bin collection, and to ensure that they are stored in a manner that prevents them from being blown away or damaged by wind.

# Storage (Optional)

Nothing belonging to the Tenant or anyone living with the Tenant or a visitor may be left or stored in common parts if it causes a fire or safety hazard, or nuisance or annoyance to neighbours.

# Dangerous substances including liquid petroleum gas (Optional)

The Tenant agrees to the normal and safe storage of all fuels, for example diesel, kerosene, petroleum /or gas, including liquid petroleum gas, for garden appliances (mowers etc.), barbecues or other commonly used household goods or appliances. The Tenant must not store, keep or bring into the Let Property or any store, shed or garage any other flammable liquids, explosives or explosive gases which might reasonably be considered to be a fire hazard or otherwise dangerous to the Let Property or its occupants or the neighbours or the neighbour’s property.

# Pets (Optional)

The Tenant will not keep any animals or pets in the Let Property without the prior written consent of the Landlord. Any pet (where permitted) will be kept under supervision and control to ensure that it does not cause deterioration in the condition of the Let Property or common parts, or nuisance either to neighbours or in the locality of the Let Property.

# Smoking (Optional)

The Tenant agrees not to smoke, or to permit visitors to smoke tobacco or any other substance, in the Let Property, without the prior written consent of the Landlord. The Tenant will not smoke in stairwells or any other common parts.

# Cleaning after Tenancy (optional)

The Tenant agrees to arrange and pay for the Let Property to be professionally cleaned when the Tenancy comes to an end.

# Correspondence for the Landlord (optional)

The Tenant agrees to promptly notify the Landlord about any planning notices or other documents or correspondence concerning the Property or neighbouring properties which are received by the Tenant or the Occupier.

# Costs (Optional)

The Landlord shall bear any costs incurred in the preparation and execution of this Agreement.

# Any other additional tenancy terms

**ADDITIONAL TENANCY TERMS:**

# Declarations

**In signing this Agreement and taking entry to the Let Property, the Tenant confirms that they have:**

* **made full and true disclosure of all information sought by the Landlord or Letting Agent in connection with the granting of this tenancy**
* **not knowingly or carelessly made any false or misleading statements (whether written or oral) which might affect the Landlord's decision to grant the tenancy**
* **read and understood all of the terms of this Agreement.**

|  |  |
| --- | --- |
| **TENANT** | **LANDLORD** |
| Signed: | Signed: |
| Name:  | Name:  |
| Date | Date |
| **TENANT 2 (if applicable** |  |
| Signed: |  |
| Name:  |  |
| Date |  |
| **TENANT 3 (if applicable** |  |
| Signed: |  |
| Name:  |  |
| Date |  |