

ASSURED SHORTHOLD TENANCY AGREEMENT

Housing Act 1988 (as amended by the Housing Act 1996)

NOTE: DO NOT TAKE A DEPOSIT WITH THIS AGREEMENT

TENANCY AGREEMENT AND ACCOMPANYING DOCUMENTS FOR THE PROPERTY KNOWN AS:

Between

The landlord

and

The tenant

CHECKLIST OF DOCUMENTS

- ✓ This tenancy agreement
- ✓ How to rent: the checklist for renting in England
- ✓ Energy Performance Certificate
- ✓ Current gas safety record
- ✓ Information leaflet for the control of legionella in hot and cold water systems for occupiers of residential property

DETAILS OF TENANCY

DATE OF AGREEMENT

Landlord Details

LANDLORD NAME(S)

NOTICE FOR THE PURPOSES OF SECTION 48
LANDLORD AND TENANT ACT 1987 -
LANDLORDS ADDRESS FOR SERVICE IN
ENGLAND OR WALES

Tenant Name(s)

Tenancy Address

ADDRESS

Fixed Term

FROM AND INCLUDING THE

TO AND INCLUDING THE

Rent

RENT

PAYABLE IN ADVANCE EVERY

THE FIRST FULL PAYMENT OF RENT SHALL
BE PAID ON THE

AND THEREAFTER SHALL BE PAYABLE IN
ADVANCE ON THE

THE LANDLORD AND TENANT AGREE:

ASSURED SHORTHOLD TENANCY

1. This is an assured shorthold tenancy under section 19A of the Housing Act 1988.

CONTINUES AS A CONTRACTUAL PERIODIC TENANCY

2. This tenancy shall instead of coming to an end upon expiry of the fixed term, continue (as from that date) as a contractual periodic tenancy on the same terms so far as applicable unless and until terminated in accordance with this tenancy, statute or some other action by landlord or tenant. The periods of the continuation are the same as the rental periods and the periods will start and end the same as the rental dates.

POSSESSION BY LANDLORD

3. The landlord may bring the tenancy to an end (including during the fixed term) by giving the tenant Notice Seeking Possession of a property let on an assured [shorthold] tenancy based on any grounds in Part 1 of Schedule 2 to the Housing Act 1988 (as amended) or on any grounds in Part 2 to Schedule 2 of the Housing Act 1988 (as amended). These grounds can be seen at <http://www.legislation.gov.uk>.
4. The landlord may also bring the tenancy to an end by giving to the tenant a Notice Requiring Possession under Section 21 of the Housing Act 1988 (as amended).
5. If the tenant 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 has broken any terms of this agreement then, subject to any statutory provisions, the landlord may forfeit (i.e. bring to an end) the tenancy and recover possession of the property. Any other rights or remedies the landlord may have will remain in force. (Note: This clause does not affect any rights of the tenant under the Protection from Eviction Act 1977. The landlord cannot enter the property or evict a tenant without a court having first made an order for possession). In addition, should this tenancy never have been or ceases to be an assured shorthold tenancy for whatever reason the landlord may bring this tenancy to an end by serving a notice to quit.

LETTING OR MANAGING AGENT

6. Any reference to the landlord includes a reference to the landlord's agent as applicable.

FURNITURE

7. The tenancy includes the use of the landlord's furniture and furnishings as set out in the inventory (if any).

SHARING ACCOMMODATION WITH OTHER OCCUPIERS (IF APPLICABLE)

8. The tenancy includes the right to use, in common with others, any shared rights of access, stairways, communal parts, paths and drives. Any tenant obligations under this tenancy extend to communal areas.

SERVICE OF NOTICES

9. The address for service of notices and documents on the landlord is as set out on page one.
10. Notices are sufficiently served on the tenant if left at the tenancy address (or last known address) or sent by ordinary post in a pre-paid letter addressed to the tenant at the tenancy address (or last known address) or sent by recorded delivery addressed to the tenant to the tenancy address (or last known address).
11. All tenants are content to accept the service of notices and other documents given under or in connection with the tenancy, by email at the email address:
12. The landlord is content to accept the service of notices and other documents given under or in connection with the tenancy, by email at the email address:

GROUND 1 AND 2 NOTICE

13. The landlord hereby gives the tenant(s) notice that the dwelling-house was being occupied as the landlords only or principal home or might be required for occupation by the landlord, landlords spouse or civil partner and possession might be recovered on ground 1 in Schedule 2 of the Housing Act 1988. The landlord hereby gives the tenant(s) notice that the dwelling-house is subject to a mortgage granted before the beginning of the tenancy and possession of the dwelling-house might be recovered on ground 2 in Schedule 2 of the Housing Act 1988.

JOINT AND SEVERAL LIABILITY

14. Where the tenant consists of more than one person they will all have joint and several liability under this agreement (this means that they will each be liable for all sums due under the agreement, not just liable for a proportionate part).

REPAIRS

15. Section 11 Landlord and Tenant Act 1985 creates implied terms in respect of repairs to be carried out by the landlord in this tenancy agreement. This includes repairs to the structure and exterior of the dwelling-house (including drains, gutters and external pipes), installations 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 for space heating and heating water. For the full landlord repairing terms that are implied into this agreement, please see the appropriate legislation at <http://www.legislation.gov.uk>.
16. The tenant must notify the landlord or agent promptly in writing of any defect (whether or not caused by the act, default or neglect of the tenant). Such notice is required wherever the defect is located including (but not limited to) within the demise, dwelling, communal areas, shared areas, outside the demise, structure or exterior.
17. The tenant agrees that the landlord's liability to repair (if there is a liability to repair as outlined under this 'repairs' heading) does not arise until notice in writing has been received by the landlord. Further, no breach of any repairing obligation arises if the landlord then carries out the necessary work or repair with reasonable expedition. Where some other person is liable for the repair (whether or not jointly with the landlord), no breach of any repairing obligation arises whilst the landlord uses all reasonable efforts to communicate the need for repair to the other person.
18. There is no TV aerial or satellite dish supplied by the landlord at the property. It is the tenant's responsibility to repair, replace, maintain, install or change any TV aerial or satellite dish. During any change to a TV signal, it is not the landlord's responsibility to repair, replace or install any TV aerial or satellite dish.
19. The tenant has the use of all appliances provided in the property, as listed in the inventory (if one) save those which are noted as not working. However, should any items require repair, or be beyond repair, the landlord does not undertake to arrange a repair, to pay for any costs of repair or to replace the appliance, except those which the landlord is required by law to maintain.

TENANT OBLIGATIONS

RENT

20. The tenant shall pay the rent in advance whether formally demanded or not, on time, at the times and in the manner set out in this agreement and shall not make any unlawful deduction from the rent.
21. Any person paying the rent, or any part of it, for the property shall be deemed to have paid it as agent, for and on behalf of the tenant which the landlord shall be entitled to assume without enquiry.

PETS

22. The tenant shall not keep any pets or other animals in the premises without the prior written permission of the landlord (not to be unreasonably withheld).

UTILITY, SERVICES, RATES AND TAXES

23. The tenant is to pay any and all Council Tax or any tax replacing it, payable in respect of the property, which the tenant is obliged to pay under any enactment and to indemnify the landlord in respect of any Council Tax, which (during the tenancy) the landlord becomes obliged to pay under any enactment because the tenant ceases to live at the property.
24. The tenant is to pay directly to a supplier for all gas relating to the property that applies during the tenancy.
25. The tenant is to pay directly to a supplier for all electricity relating to the property that applies during the tenancy.
26. The tenant is to pay directly to a supplier for all water relating to the property that applies during the tenancy.
27. The tenant is to pay directly to a supplier for a Television Licence relating to the property that applies during the tenancy.
28. The tenant is to pay directly to a supplier for all telephone and / or internet access relating to the property that applies during the tenancy.
29. The tenant is to pay directly to a supplier for all other outgoings relating to the property that applies during the tenancy.
30. Where the tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, whether during or at the end of the tenancy, the tenant is to pay, or be liable to pay, the costs associated with reconnecting or resuming those services.
31. If the gas, electricity or water meter changes to a pre-payment meter during the tenancy, the tenant shall arrange for a non pre-payment meter to be returned to the property at the end of the tenancy and pay for all charges unless the landlord requested the meter change.
32. If a charge becomes payable by the landlord relating to a period during the tenancy due to some default of the tenant (for example but not limited to a failure of the tenant to pay a utility bill), the tenant will reimburse the landlord for any reasonable payment the landlord has made.

OCCUPATION

33. The tenant shall not use the premises or allow others to use the premises in a way which is illegal, immoral, causes a nuisance, annoyance or damage to neighbouring, adjoining or adjacent property; or to the owners or occupiers of them. This includes any nuisance caused by noise.
34. The tenant shall not leave the property unoccupied for more than 14 days without providing the landlord with prior reasonable notice in writing.
35. The tenant shall not allow children to live at the property (except any listed under permitted occupiers) without the prior written permission of the landlord (not to be unreasonably withheld).
36. Subject to the clause above (children living at the property), The tenant shall not allow any person to occupy the property (of whatever age) other than those named as tenants or permitted occupiers in this agreement. If as a result of a breach of this clause, the property becomes an HMO, requires an HMO license or exceeds a number contained in a license and the landlord has imposed a notice requiring works or any penalty or fine as a result, the tenant shall compensate the landlord an amount representing the works, penalty, fine and any other amount the landlord reasonably incurs.
37. The tenant shall use the premises in a tenant like manner.
38. The tenant shall use the property as a private dwelling only and the property is to remain the tenants only or principal home throughout the tenancy.
39. Subject to the next paragraph, the tenant shall not carry on any profession, trade or business at the premises, nor allow anyone else to do so.

40. The tenant shall not carry on a "home business" at the premises as defined by section 43ZA Landlord and Tenant Act 1954 (or as defined by regulations made under that section) without the prior written consent of the landlord.

LOOKING AFTER THE PROPERTY AND CLEANLINESS

41. The tenant shall not carry out any internal or external decorating without the landlord's prior written permission (not to be unreasonably withheld).
42. The tenant shall make good all damage and breakages to the property and its contents that may occur during the term, that are the responsibility of the tenant (with the exception of fair wear and tear and accidental damage by fire).
43. The tenant shall not cause blockage to the drains and pipes, gutters and channels in or about the property.
44. The tenant shall replace all broken glass promptly with the same quality glass, where the tenant, the tenant's family or visitors cause the breakage.
45. The tenant shall take all reasonable precautions to prevent damage occurring to any pipes or other installations to the property that may be caused by frost, provided the pipes and other installations are kept adequately insulated by the landlord.
46. The tenant shall keep the garden and grounds properly cultivated according to the season and free from weeds, in a neat and tidy condition with the lawns regularly mown and edged, and shrubs, hedges and trees pruned but not alter the character or layout of the garden or grounds.
47. The tenant shall comply, within a reasonable time, with any notice from the landlord advising the tenant of the need to attend to any items of repair or maintenance for which the tenant is responsible.
48. The tenant shall not add or alter anything to the internal or external structure of the building.
49. Where the tenant requests a repair and on inspection the problem has been caused by a failure on the part of the tenant (for example drains blocked by the tenant's waste or boiler repair claims caused by not having any credit on a utility meter), the tenant agrees to be responsible for the reasonable costs of the contractor's visit.
50. The tenant shall ensure that all rooms are properly ventilated.
51. If there is an oven (whether or not shared with others), The tenant shall keep it clean and at the end leave it in the same state of cleanliness as it was at the beginning of the tenancy.
52. The tenant shall not place or exhibit any notice board or notice visible from outside the premises advertising any profession, trade or business or any goods or services.
53. The tenant shall keep the general external appearance looking clean, tidy and respectable including keeping curtains or blinds clean and properly hung or fitted.
54. The tenant shall wash and clean all items that may have become soiled during the tenancy.
55. The tenant shall keep the windows clean.

NOTIFY LANDLORD

56. The tenant shall promptly notify the landlord in writing when the tenant becomes aware of any notices, proceedings or letters relating to the landlord, the property or the use of the property and forward copies of them without unreasonable delay.
57. The tenant shall inform the landlord promptly of any outbreak of fire or of any burglary or attempted burglary.

RUBBISH, WASTE AND VERMIN

58. The tenant shall dispose of all rubbish and waste in a proper manner and according to local authority requirements. This includes (but not limited to) ensuring all rubbish is properly placed in bin bags approved by the local authority and left neat and tidy whilst awaiting collection or, placed in appropriate wheelie bins as approved by the local authority.
59. The tenant must not put rubbish anywhere other than in the areas provided.

60. If the tenant produces more rubbish than what the local authority will collect or rubbish / waste which is too large for collection, the tenant must promptly make appropriate arrangements for the lawful removal and disposal of all waste or rubbish.
61. The tenant agrees to take all reasonable and practical steps to keep the property free from infestation by vermin. Should an infestation occur during the tenancy, the tenant will arrange and pay for pest control services with a reputable company unless such infestation occurs as a failure of the landlord to fulfil their repairing obligation.

FIRE SAFETY & MAINTENANCE AND DANGEROUS OR FLAMMABLE GOODS

62. The tenant shall not allow any paraffin or gas cylinder / bottle heaters at the property.
63. The tenant shall not keep any dangerous or flammable goods, materials or substances in or on the premises apart from those required for general household use.
64. The tenant shall not use or allow to be used any open chip pans or other potentially dangerous household items
65. The tenant shall not burn any solid fuel at the premises (e.g. logs or coal) (except for normal barbecue use outside) without the prior written consent of the landlord which shall not be unreasonably withheld.
66. The tenant shall not remove or damage any fire facilities, equipment or devices (nor allow any other person to).
67. The tenant shall ensure all fire facilities, equipment and devices provided in respect of the premises are subject to a suitable system of maintenance and are maintained in an efficient state, in efficient working order and in good repair and the tenant shall co-operate with the landlord for this purpose in accordance with Article 17 of the Regulatory Reform (Fire Safety) Order 2005 which can be seen at <http://www.legislation.gov.uk>. In addition, the tenant shall regularly check, maintain and replace batteries as necessary on all smoke or fire alarms within the premises.
68. The tenant shall ensure that all common areas (if any) are kept clean and free from obstruction. If the tenant causes (or allows) any obstruction to the common areas of the building then the landlord, acting reasonably, may remove an obstruction and charge the tenant the costs of removing the obstruction.
69. The tenant must not prop open any fire doors in the property except by any built-in system that closes them in the event of a fire and not disable or interfere with any self-closing mechanism.
70. The tenant shall not use candles except in cases of an emergency (for example power cut at night).
71. The tenant shall not use incense sticks (nor similar) inside the property.
72. The tenant shall not smoke in the building nor allow anyone else to smoke in the building.

INSURANCE

73. The tenant shall not do or permit to be done in or about the property any act or thing which may render void or invalidate the insurance of the property or the building against any insured risk or otherwise increase the ordinary premium for the insurance. Details of the landlord's insurance will be provided on written request.
74. The tenant will pay any excess on the landlord's insurance if the claim results from the negligence, misuse or failure to act reasonably by the tenant or any of the tenant's visitors or persons known to the tenant.
75. The landlord's insurance does not cover the tenant's possessions. The tenant is strongly advised to insure their own possessions with a reputable insurer.

RIGHT OF ENTRY

76. The tenant shall permit the landlord, and any superior landlord, agent, contractors, surveyors, valuers or those authorised by the landlord, upon giving at least 24 hours notice (except in an emergency) to enter the property at all reasonable times for the purpose of inspection, repair, survey or any other reasonable purpose.

77. On giving the tenant at least 24 hours notice, the tenant shall allow the landlord or any person acting on behalf of the landlord, access to view the property, at reasonable times, accompanying a prospective tenant or purchaser of the property and the tenant shall ensure that the electricity and gas is kept on, the property is kept in a tidy and presentable condition and the property is kept warm during viewing periods.
78. Any breach of any part of the above clause will result in the tenant being liable to the landlord or agent for any costs or losses (including potential costs or losses) as a result of the breach. Those costs or losses include (but are not limited to) potential rent loss and, Council Tax which the landlord may not otherwise have been liable for (for example, during a vacant period which may have been avoidable).

LOCKS AND KEYS

79. The tenant shall not change the locks without the prior written consent of the landlord.
80. The tenant is to pay the reasonable costs of the landlord for providing replacement keys or the landlord attending the property to gain entry after a request from the tenant or someone acting on the tenant's behalf.
81. The tenant shall return the keys of the property to the landlord on the agreed termination date or the end of the tenancy (whichever is sooner). The tenant also agrees to pay for any reasonable charges incurred by the landlord in changing the locks or securing the property against re-entry where keys are not returned.
82. The landlord is entitled to retain a key including if the tenant changes the locks in breach of this tenancy.

SUBLETTING AND ASSIGNMENT

83. The tenant shall not assign, under let or part with or share possession of the whole or any part of the property without the prior written consent of the landlord which may be subject to conditions.

PARKING

84. The tenant shall not park any vehicle or other thing on any forecourt, parking space or similar area nor allow anyone else to do so without the prior express written consent from the landlord. Such consent (if given) may require additional periodic payments and incorporate such terms and conditions as the landlord may require from time to time.

COSTS FOR BREACHES OR FAILURE TO COMPLY WITH TENANT'S OBLIGATIONS UNDER THIS AGREEMENT

85. The tenant is responsible for any reasonable costs or losses (which may include potential future rent or the landlords or agents time) reasonably incurred required to compensate the landlord for any breach or failure to comply with any obligation on the tenant's part.
86. The tenant shall pay the reasonable costs of the landlord for each letter the landlord sends or visit made by the landlord, acting reasonably, has to send / visit to the tenant concerning breaches or failures of this tenancy.
87. The tenant is to pay interest at the rate of 8% per annum on any rent or other money due.
88. The tenant shall protect the landlord from loss arising from any claim as a consequence of any breach by the tenant of any covenant contained in this agreement.
89. The tenant is to pay, unless a court orders otherwise, the landlords reasonable legal costs and expenses (including VAT) properly incurred in enforcing this agreement or in respect of serving notices and any related proceedings (whether a notice has been served due to a breach by the tenant or not).
90. If a bond scheme (for example operated by a local authority or charity) has been arranged in connection with this tenancy, any costs or losses may be claimed from the bond scheme.

TENANTS NOTICE TO TERMINATE

91. The tenant shall not serve a notice to quit or notice to surrender which expires during the fixed term.
92. At least one month before the end of the fixed term the tenant must notify the landlord in writing if the tenant intends to vacate on expiry of the fixed term, so that the landlord may have reasonable time to advertise the property.
93. On or after the fixed term at least one calendar month's written notice must be given by the tenant to the landlord which must expire at the end of a period of the tenancy (the day before the rent is due).

END OF THE TENANCY

94. The tenant shall leave the premises and all the landlords items in the same rooms, state of cleanliness and condition as it was at the start of the tenancy except for fair wear and tear regardless of how the tenancy ended (including a surrender).
95. The tenant shall remove all rubbish from the property, except one dustbin or black refuse sacks worth which may be left in the appropriate place for collection, before returning the property to the landlord.
96. The tenant will be responsible for meeting all reasonable removal and/or storage charges when items are left in the premises. The landlord may remove any items. Where the tenant has provided a post tenancy address, the landlord will give the tenant notice at that address that items are to be collected and if the tenant has failed to collect the items within 14 days thereafter, the items will be disposed of and the tenant will be liable for all reasonable costs of disposal. Where the tenant has not provided a post tenancy address, items will be disposed of within 7 days of the end of the tenancy and the tenant will be liable for all reasonable costs of disposal. In either case, the costs may be deducted from any sale proceeds and if there are any costs remaining they will remain the tenant's liability.

MANAGEMENT REGULATIONS

97. The tenant shall comply with any rules and regulations reasonably required by the landlord for the proper management or improvement of the property. The landlord will discuss any new rules and regulations with the tenant before they are introduced and will take reasonable account of the tenant's views.

OTHER

PERMITTED OCCUPIERS

98. The persons named below are permitted occupiers only and do not have any rights or obligations as per the tenant(s) listed on the front page and are only permitted to reside at the property with the permission of the tenant:

None

SMOKE ALARM AND CARBON MONOXIDE ALARM TEST CONFIRMATION

99. IT IS HEREBY CERTIFIED that where this is not a renewal tenancy, all smoke alarms and any carbon monoxide alarms (if any) ("prescribed alarms") at the tenancy address have been checked on the day the tenancy begins (as shown on the tenancy agreement) by the landlord (or someone acting on behalf of the landlord) and each prescribed alarm is in proper working order on the day this tenancy begins.

USING YOUR PERSONAL INFORMATION

Your landlord takes the security of your personal information seriously. Your information both in this agreement and as provided during the application process will be used during and after this tenancy for a number of purposes including:

- management of the tenancy and fulfilling this contract
- notifying local authorities or utility companies about the tenancy
- debt recovery or to rectify a breach of a term of this agreement
- where legally required to be shared

The landlord may share your information with their agent (including if the agent changes during the tenancy or if there is more than one agent). If your information is held by an agent on behalf of a landlord, the agent may share your information with the landlord before, during or after the tenancy.

During the tenancy

The landlord or agent will use your information to manage the tenancy including for example to contact you about repairs, rent collection and general clerical/management duties and your information may be shared with third party service providers including software services for the purposes of management of the tenancy.

Your information will be used for fulfilling the contract for example by sharing with a contractor for the purpose of carrying out a repair or maintenance inspection.

Your information may be shared with a local authority or utility provider for the purpose of notifying about this tenancy. Your information may be shared with other landlords or agents for the purpose of providing a reference or conduct of the tenancy.

Your information may be shared with third party providers including debt collection or tracing services to pursue a debt or reasonably necessary to rectify any breach of the tenancy.

Otherwise, your information will not be shared with other organisations unless legally required to do so, to prevent fraud or a crime or if we have your consent.

After you have left the property

When you have left the property, your information may be shared with a local authority or utility company for the purpose of notifying about the end of the tenancy.

Your information may be shared with other landlords, agents, referencing services, credit reference bureaux etc. to provide a reference or details about the conduct of the tenancy.

Your information may be shared with third party providers including debt collection or tracing services to pursue a debt or reasonably necessary to rectify any breach of the tenancy.

Your landlord or their agent will retain your information beyond the tenancy for as long as necessary or legally required for potential HMRC audits, potential local authority disputes (for example council tax) and Immigration Act (Right to Rent) investigations.

Otherwise, your information will not be shared with other organisations unless legally required to do so, to prevent fraud or a crime or if we have your consent.

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This information is frequently updated.

Search on GOV.UK for **How to Rent** to ensure you have the latest version.

Landlords cannot use the section 21 (no fault) eviction procedure unless an up-to-date version of this guide has been provided to the tenant.

The online version contains links you can click on to get more information.

If you do not have internet access, ask your local library to help.

Assured shorthold tenancies

When you enter an [assured shorthold tenancy](#) – the most common type – you are entering into a contractual arrangement.

This gives you some important rights but also some responsibilities.

This guide will help you to understand what questions to ask, what your rights are, and what responsibilities you have.

This will help you create a positive relationship with your landlord, but will also tell you how to get help if things go wrong.

Take your time to read documents and contracts carefully. When you rent a home, people sometimes expect you to make a quick decision, or to sign documents before you've had time to think about them.

You shouldn't feel forced into a decision and it is important to understand the terms and conditions of any contract you are entering into.

Your landlord **must** provide you with a copy of this booklet, so **use the checklist and keep it safe** to protect yourself from problems at every stage.

Who is this guide for?



This guide is for people who are about to rent a house or flat on an [assured shorthold tenancy](#). Most of it will equally apply if you are in a shared property but in certain cases [your rights and responsibilities will vary](#).

The guide does not cover [lodgers](#) (people who live with their landlord) or people with [licences](#) – nor tenants where the property is not their main or only home.

Links



This guide is best viewed online as it contains hyperlinks.

If you are reading this on a computer or tablet, you can click on the links to go to other websites with more detailed information.

They are coloured and underlined [like this](#).

On Android or Windows devices, links work better if you download Acrobat Reader from get.adobe.com/uk/reader.


CONTRACT

Before you start

Renting from a landlord or a letting agent?

- How long do you want the tenancy for?**
 You can ask for a tenancy to be any length between six months and seven years. This has to be agreed with the landlord.
- What can you afford?** Think about how much rent [you can afford to pay](#): 35% of your take-home pay is the most that many people can afford, but this depends on what your other outgoings are (for example, whether you have children).
- If you are entitled to Housing Benefit or Universal Credit** you may get help with all or part of your rent. If you are renting from a private landlord you will receive up to the Local Housing Allowance (LHA) rate to cover or help with the cost of rent. Check with this [online calculator](#) to see if you can afford to live in the area you want. You should also look at this advice about [managing rent payments on Universal Credit](#).
- Which area you would like to live in and how you are going to look for a rented home?** The larger the area where you are prepared to look, the better the chance of finding the right home for you.
- Do you have your documents ready?** Landlords and agents will want to confirm your identity, [immigration status](#), credit history and possibly employment status.
- Do you have the right to rent property in the UK?** Landlords must check that all people aged over 18 living in their property as their only or main home have the right to rent. They will need to make copies of [your documents](#) and return your original documents to you.
- Will you need a rent guarantee?** Some landlords might ask someone to [guarantee your rent](#). If you don't have a guarantor, ask [Shelter](#) for help.

Ways to rent a property

Direct from the landlord	Through a letting agent
<ul style="list-style-type: none"> <input type="checkbox"/> Look for landlords who belong to an accreditation scheme. Your local authority can advise you about accreditation schemes operating in your area. The National Landlords Association (NLA), the Residential Landlords Association (RLA) and the Guild of Residential Landlords run national schemes. 	<ul style="list-style-type: none"> <input type="checkbox"/> Find out what fees (and costs) you will be charged and when you need to pay them. By law, a breakdown of all fees should be clearly visible to you in the agent's office and on their website. The Government has committed to banning letting fees to tenants but this has not yet come into force. You should discuss the letting fees with your agent if you think that they are too high. <input type="checkbox"/> What independent redress scheme is the agent a member of? Are they a member of a client money protection scheme? By law, this information should also be clearly visible to you. <input type="checkbox"/> Reputable agents are often accredited through a professional body like ARLA Propertymark, NALS, RICS or UKALA. Look for the SAFEagent sign too. <input type="checkbox"/> Landlords and property agents cannot unlawfully discriminate against a tenant or prospective tenant on the basis of their disability, sex, gender reassignment, pregnancy or maternity, race, religion or belief or sexual orientation.
<div style="text-align: center;">  </div> <p>Watch out for scams!</p> <p>Be clear who you are handing money over to, and why.</p>	

Looking for your new home

Things to check

- Deposit protection.** If the landlord asks for a deposit, check that it will be protected in a [government approved scheme](#). Some schemes hold the money, and some insure it.

You may be able to access a [bond or guarantee scheme](#) that will help you put the deposit together. Contact your local authority for advice.

Alternative products such as deposit replacement insurance also exist, but you need to fully understand the cover they provide before signing up. For example you will still be responsible for paying for any damage to the property at the end of the tenancy.
- Length of the tenancy.** There is usually a fixed period of 6 or 12 months. If you want more security, you can ask for a longer fixed period.
- Children, smoking and pets.** Check if there are any rules about them, as well as for other things such as keeping a bike, dealing with refuse and recycling.
- Bills.** Check who is responsible for bills such as electricity, gas, water and council tax. You or the landlord? Usually the tenant pays for these. Advice on paying bills is available [here](#).
- Fixtures and fittings.** Check you are happy with them, as it is unlikely that you will be able to get them changed once you have moved in.
- Smoke alarms – and carbon monoxide detectors** if you have solid fuel appliances. Check these are provided. If not, your landlord must install them. They could save your life.
- Safety.** Check that the property is safe to live in. Use the 'How to Rent a Safe Home' guide to help you identify possible hazards.
- If the building becomes unfit to live in.** Check that the tenancy agreement excuses you from paying rent should the building become unfit to live in because of, for example, a fire or flood.

Check who your landlord is

- **They could be [subletting](#)** – renting you a property that they are renting from someone else. If they are subletting, check that the property owner has consented.

Find out who you should speak to if any repairs need doing.

- **Ask whether the property is [mortgaged](#).**

Landlords should let you know about this upfront, because you may be asked to leave the property if the landlord does not pay their mortgage payments.

Houses in Multiple Occupation (HMOs)

HMOs are usually properties in which **unrelated people share facilities** such as the kitchen or bathroom.

Some HMOs must be [licensed](#). Check that your landlord has the correct licence. Landlords of licensed HMOs / houses **must by law** give tenants a statement of the terms on which they live in the property.



When you've found a place

Check the paperwork

- Tenancy Agreement.** Make sure you have a written tenancy agreement and read it carefully to understand your rights and responsibilities. The landlord or agent usually provides one but you can request to use a different version. The government has published a [model tenancy agreement](#) that can be used.

If you have any concerns about the agreement, seek [advice](#) before you sign.
- Inventory.** Agree an inventory (or check-in report) with your landlord before you move in and, as an extra safeguard, make sure that you **take photos**. This will make things easier if there is a dispute about the deposit at the end of the tenancy. If you are happy with the inventory, sign it and keep a copy.
- Meter Readings.** Remember to take meter readings when you move in. This will help make sure you don't pay for the previous tenant's bills.
- Contact details.** Make sure that you have the correct contact details for the landlord or agent, including a telephone number you can use in case of an emergency. You are legally entitled to know the name and address of your landlord.
- Code of practice.** Check whether whoever is managing the property is following a [code of practice](#).

The landlord must provide you with:

- **A copy of this guide** *How to rent: The checklist for renting in England* either as a hard copy or, if you agree, via email as a PDF attachment.
- **A gas safety certificate.** The landlord must provide one at the start of the tenancy and within 28 days of each annual gas safety check, if there is a gas installation.
- **Deposit paperwork.** If you have provided a deposit, the landlord must protect it in a government approved scheme within 30 days and provide you with prescribed information about it. Make sure you get the official information from your landlord, and that you understand how to get your money back at the end of the tenancy. Keep this information safe as you will need it later.
- **The Energy Performance Certificate.** This will affect your energy bills and the landlord must provide one (except for Houses in Multiple Occupation). Properties let on tenancies entered into after 1 April 2018 must have an [EPC rating of at least 'E'](#) (unless a valid exemption applies).

If your tenancy started or was renewed after 1 October 2015 your landlord cannot evict you with a Section 21 notice (no fault eviction) if they have not provided you with these documents. You can still be [evicted](#) with a Section 8 notice if you break the terms of your tenancy.

The landlord should also provide you with:

- **A record of any [electrical inspections](#).** All appliances must be safe and checks every 5 years are recommended.
- **Evidence that smoke alarms and any carbon monoxide alarms** are in working order at the start of the tenancy. Tenants should then regularly check they are working.

Living in your rented home

The tenant must...

- Pay the rent on time.** If you don't, you could lose your home because you have broken your tenancy agreement. If you have problems, [GOV.UK](#) has links to further advice. Check out these [practical steps for paying your rent on time](#).
- Pay any other bills** that you are responsible for on time, such as council tax, gas, electricity and water bills. If you pay the gas or electricity bills, you can [choose your own energy supplier](#).
- Look after the property.** Get your landlord's permission before attempting repairs or decorating. It's worth getting contents insurance to cover your possessions too, because the landlord's insurance won't cover your things.
- Be considerate to the neighbours.** You could be evicted for anti-social behaviour if you aren't.
- Not take in a lodger** or sub-let without checking whether you need permission from your landlord.

And also you, the tenant, should...

- Make sure you know how** to operate the boiler and other appliances and know where the stopcock, fuse box and any meters are located.
- Regularly test** your smoke alarms and carbon monoxide detectors – at least once a month.
- Report any need for repairs** to your landlord. There will be a risk to your deposit if a minor repair turns into a major problem because you did not [report it](#).
- And don't forget to [register to vote](#).**

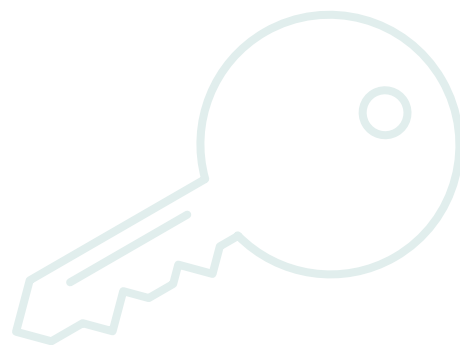


The landlord must...

- Maintain the structure** and exterior of the property.
- Fit smoke alarms** on every floor and [carbon monoxide alarms](#) in rooms with appliances using solid fuels – such as coal and wood – and make sure they are working at the start of your tenancy. If they are not there, ask your landlord to install them.
- Deal with any problems** with the water, electricity and gas supply
- Maintain** any appliances and furniture they have supplied.
- Carry out most repairs.** If something is not working, [report it](#) to your landlord or agent as soon as you can.
- Arrange an annual [gas safety check](#)** by a Gas Safe engineer (where there are any gas appliances).
- Give at least 24 hours notice of visits** for things like repairs – the landlord cannot walk in whenever they like.
- Get a licence for the property** if it is a [licensable property](#).
- Ensure the property** is at [a minimum of EPC energy efficiency band E](#) (unless a valid exemption applies).

And also the landlord should...

- Insure the building** to cover the costs of any damage from flood or fire.



At the end of the fixed period

If you want to stay

Should you wish to extend your tenancy after any initial fixed period, there are a number of important issues to consider. Check [Shelter's website](#) for advice.

- Do you want to sign up to a new fixed term?** There may be costs for this, particularly if you rent through an agent. If not, you will be on a 'rolling periodic tenancy'. This means you carry on as before but with no fixed term – your tenancy agreement should say how much notice you must give the landlord if you want to leave the property – one month's notice is typical. Shelter publishes advice on how you can end your tenancy.
- Your landlord might want to increase your rent.** Your landlord can increase your rent by agreement, or as set out in your tenancy agreement, or by following a [procedure set out in law](#).



If you or the landlord want to end the tenancy

There are things that both landlords and tenants must do at the end of the tenancy:

- Giving notice.** It is a legal requirement for landlords to give you [proper notice](#) if they want you to leave. Normally, the landlord must allow any fixed period of the tenancy to have expired, and they must have given at least two months' notice.

Your tenancy agreement should say how much notice you must give the landlord if you want to leave the property – one month's notice is typical.
- Return of deposit.** Try to be present when the property is inspected to check whether any of the tenancy deposit should be deducted to cover damage or cleaning costs (a 'check-out inventory'). If you do not agree with proposed deductions contact the relevant [deposit protection scheme](#).
- Rent.** Make sure that your rent payments are up to date. Do not keep back rent because you think that it will be taken out of the deposit.
- Bills.** Do not leave bills unpaid. This might have an impact on your references and credit rating.
- Clear up.** Remove all your possessions, clean the house, take meter readings, return all the keys and give a forwarding address. Dispose of any unwanted furniture via a local collection service. The landlord is usually entitled to dispose of possessions left in the property after, typically, 14 days. The landlord must let you know, or try to let you know, that they intend to dispose of possessions you leave behind.

If things go wrong

There are often legal protections in place for the most common problems that you may experience during the tenancy – the following links will tell you what they are or where to look for help:

- If you have a complaint about a letting agent's service** and they don't resolve your complaint, you can complain to an [independent redress scheme](#). Letting agents must be a member of a government approved redress scheme.
- If you are having financial problems**, or are falling into rent arrears, speak to your landlord as they may be helpful, and are likely to be more sympathetic if you talk to them about any difficulties early on. Should you need further help contact your local housing authority, [Citizens Advice](#) or [Shelter](#) as soon as possible. Check out these [practical steps for managing your rent payments](#).
- If the property is in an unsafe condition** and your landlord won't repair it – contact your [local authority](#). They have powers to make landlords deal with serious health and safety hazards.
- If you have a serious complaint** about the property and your local authority has sent a notice to the landlord telling them to make repairs, your landlord [cannot evict you](#) with a Section 21 notice (no fault eviction) for six months after the council's notice. You can still be [evicted](#) with a Section 8 notice if you break the terms of your tenancy.
- Failure to comply with a statutory notice is an offence**, local authorities may prosecute or fine the landlord up to £30,000.
- Local authorities have powers to apply for [banning orders](#)** which prevent landlords or property agents letting out property if they are convicted of certain offences, including failure to comply with a formal notice issued by the local authority requiring safety improvements and making illegal evictions. If a landlord or property agent receives a banning order, they will be added to the [database of rogue landlords and property agents](#). Landlords or agents may also be added to the database if they are convicted of a banning order offence or receive two or more [civil penalties](#) within a 12 month period.
- Unannounced visits and harassment** from your landlord – contact your [local authority](#), or if more urgent dial 999.
- If you are being forced out illegally, [contact the police](#)** and your [local authority](#). If your landlord wants you to leave the property, they must notify you in writing, with the [right amount of notice](#) – you can only be legally removed from the property with a court order.



If you live with your partner and you separate, you may have [the right to carry on living in your home](#).

If you are concerned about finding another place to live, then contact the Housing Department of your [local authority](#) straight away.

Depending on your circumstances, they may have a legal duty to help you find accommodation and they can also provide advice.

Local authorities have legal duties to help people who are threatened with homelessness within 56 days or are actually homeless.

The local authority should not wait until you are evicted before taking action to help you.

If you are reading a print version of this guide and need more information on the links, please [contact us](#).

Further sources of information

Tenancy deposit protection schemes

Your landlord must put your deposit in a government-backed tenancy deposit scheme.

- [Deposit Protection Service](#)
- [MyDeposits](#)
- [Tenancy Deposit Scheme](#)

Letting agent redress schemes

Every letting agent must belong to a government-approved redress scheme.

- [The Property Ombudsman](#)
- [Ombudsman Services Property \(until 6 August 2018\)](#)
- [Property Redress Scheme](#)

Also in this series

- The Government's **'How to Rent a Safe Home' guide** helps current and prospective tenants ensure that a rented property is safe to live in.
- The Government's **'How to Let' guide** provides information for landlords and property agents about their rights and responsibilities when letting out property.
- The Government's **'How to Lease' guide** helps current and prospective leaseholders understand their rights and responsibilities.

Help and advice

- [Citizens Advice](#) – free, independent, confidential and impartial advice to everyone on their rights and responsibilities.
- [Shelter](#) – housing and homelessness charity who offer advice and support.
- [Crisis](#) – advice and support for people who are homeless or facing homelessness.
- [Your Local Housing Authority](#) – to make a complaint about your landlord or agent, or about the condition of your property.
- [Money Advice Service](#) – free and impartial money advice.
- [The Law Society](#) – to find a lawyer.
- [Gas Safe Register](#) – for help and advice on gas safety issues.
- [Electrical Safety First](#) – for help and advice on electrical safety issues.
- [Marks Out Of Tenancy](#) – information for current and prospective tenants.

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Information leaflet for the control of legionella in hot and cold water systems for occupiers of residential property

We are committed to protecting the health and safety of our tenants and employees and recognise that the risks from legionella bacteria may arise within your home. Legionnaires' disease is a form of pneumonia caused by the legionella bacteria and can kill. Legionella are bacteria common in natural rivers, lakes and artificial water systems such as hot and cold water systems, storage tanks, pipe work, taps and showers.

Other possible sources of legionella include spa and whirlpool baths, humidifiers, drinking water systems, water features, garden hoses and sprinklers.

Legionella bacteria can survive in low temperatures, but thrive between 20°C and 45°C. Temperatures above 50°C will kill the bacteria. The infection is caused by the inhalation of water droplets or spray-mists which have been contaminated by the bacteria. Those most at risk include elderly people, smokers, heavy drinkers and those suffering from long term illness. ***It is not contracted through drinking contaminated water and cannot be passed from person to person.***

The risk is very small but to ensure legionella remains under control, always ensure you do the following:

- ensure the temperature of the hot water setting on the boiler is set to at least 55 degrees (but no more than 60 degrees) and if there is a hot water cylinder ensure the thermostat is set to at least 55 degrees (up to 60 degrees)
- before you move in and if you go away for more than a week heat the water to 60 degrees for at least one hour and then run all taps on full heat for at least 5 minutes. Shower heads should be placed on the tray or in the bath before being turned on
- tell your landlord if the hot water doesn't heat up properly or your cold water becomes too warm
- shower heads must be dismantled, disinfected and cleaned quarterly or as indicated by the rate of fouling. If occupants have a long term illness, smoker, heavy drinker or elderly, cleaning should be more regular
- if there are any unused taps for example an outside garden tap or unused second toilet with hand basin, these must be run weekly throughout the tenancy
- if there is a spa pool (hot tub, whirlpool bath, spa bath etc.) this MUST be disinfected AFTER EVERY USE according to the manufacturers instructions.

Keep it clean, Keep it moving, keep the hot, hot and the cold, cold.

IMPORTANT NOTICE

Raising the temperature of warm water is one way to control legionella growth, but could also increase the risk of burns and scalding. Please take care especially if you have children.

DOCUMENT CHECKLIST

The tenant(s) confirms that the following documents have been supplied in connection with the tenancy to all tenants by the landlord (or on behalf of the landlord by an agent). "landlord" includes a prospective landlord and "tenant" includes a prospective tenant. Where any document has been received electronically, the tenant consents for that document to have been received electronically:

- How to rent: the checklist for renting in England
- Energy Performance Certificate
- Current gas safety record
- Information leaflet for the control of legionella in hot and cold water systems for occupiers of residential property

IMPORTANT

This agreement contains the terms and obligations of the tenancy. You should read it carefully to ensure that it contains everything you want to form part of the agreement and nothing that you are not prepared to agree to. If you do not understand this agreement or anything in it, it is strongly suggested you ask for it to be explained to you before you sign it. You might consider consulting a solicitor, Citizens Advice or Housing Advice Centre.

SIGNED BY TENANT(S)

NAME

SIGNATURE

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SIGNED BY LANDLORD(S) (or agent if signing on behalf of)

NAME

SIGNATURE

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