

Letting Centre

Professional Series Tenancy Agreements

Supplementary Clauses

N.B. Please note that these additional clauses may be added to the standard tenancy agreement for various requirements and should be used alongside the A02 and A03 drafting and guidance notes, in particular Appendix A.

1. General clauses

The Tenant agrees with the Landlord:

(these extra clauses can be appended where appropriate):

A.1.1 - *that the Tenant has been supplied with a copy of the 'Standard Terms and Conditions' of ABC Lettings which apply to all tenancy agreements*

A.1.2 – *any amendment to this tenancy agreement must be recorded in writing and agreed by both parties*

A.1.3 - *not to change or cause to be changed the telephone number relating to the Property without the written permission of the Landlord*

A.1.4 - *that where the Rent is accepted from a party other than the Tenant, it shall be deemed to be accepted for and on behalf of the Tenant*

A.1.5 – *the Tenant is responsible for insuring their own personal effects and the Tenant is advised to take out appropriate contents insurance cover*

A.1.6 - *to return any additional keys to the Landlord at the expiration or earlier determination of the tenancy*

A.1.7 - *not to introduce any water-bed into the Property without the Landlord's prior written consent*

A.1.8 - *in the event of a dispute between the parties to this Agreement such dispute may be referred to [enter name of professional association to which landlord or agent is a member]*

A.1.9 – *Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property except as for those permitted under this Agreement. It is agreed that the Landlord permits the Tenant to run a home business to operate from the Property as defined by the Small Business, Enterprise and Employment Act 2015*

A.1.10 - *to pay for a valid television licence where required and for any cable, satellite or broadband services connected to the Property*

A.1.11 - *not to keep at the Property any apparatus or other equipment that might endanger the Property or invalidate the landlord's insurance of the Property, a copy of which is attached*

A.1.12 - *not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage or annoyance to the Landlord or to the occupiers of the neighbouring premises, or which may void any insurance of the Property or cause the premiums to increase*

A.1.13 – where items have been left at the Property at the end of the tenancy, the Tenant will be responsible for meeting all reasonable removal and/or storage charges. The Landlord will remove and store them for a maximum of one month. The Landlord will notify the Tenant at the last known address. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs may be deducted from any sale proceeds or the Deposit and if there are any costs remaining they will remain the Tenant's liability

A.1.14 – not to repair cars, motorcycles, vans, or commercial vehicles at the Property other than for general maintenance to vehicles which the Tenant is the registered keeper

A.1.15 - not to keep (or permit to be kept) at the Property any commercial vehicle, heavy goods vehicle (HGV), boat, caravan, mobile home or similar large vehicles without the Landlord's written consent

A.1.16 - not to alter, add or interfere with the internal or external decoration at the Property without the written permission of the Landlord, such consent not to be unreasonably refused

A.1.17 - the Landlord is entitled to seek possession of the Property by obtaining a court order where Grounds 2, 7, 7A, 7B, 8, 10, 11, 12, 13, 14, 14A, 14ZA, 15 or 17 apply as set out in Schedule 2 of the Housing Act 1988. See www.legislation.gov.uk for the text of Housing Act 1988)

A.1.18 - at the end of the tenancy, the Tenant is advised to attend the check-out process which will be arranged by the Landlord or his Agent. The check-out process will comprise a full inspection of the Property and Contents and any items missing, damaged or otherwise in a different state to their condition at check-in will be recorded in a schedule of dilapidations

A.1.19 - Where the Tenant is unsatisfied with any service provided by the Agent he should contact the Agent in the first instance to resolve matters. The Agent has an in-house complaints policy which must be followed, a copy of which has been provided with or prior to entering into this Agreement. The Agent is a member of (insert details of the Agent's Redress Scheme here) and where the Tenant is unsatisfied with the way the complaint has been handled he may refer the matter to the scheme for a further decision, details of which are available upon request from the Agent

2. Maintenance and related provisions

A.2.1 - in the event of an emergency, the out-of-hours service number is: < contact no.... >

A.2.2 - to maintain the garden of the Property in as neat and tidy condition as it was at the start of the tenancy. Keeping lawns cut, flower beds and borders free of weeds and generally cultivate the garden in a reasonable manner and condition according to the season of the year

A.2.3 - not to lop, top, cut down, remove or otherwise injure any trees shrubs or plants growing upon the Property (with the exception of normal pruning) or to alter the layout or general character of the garden during the tenancy without the permission of the landlord not to be unreasonably refused

A.2.4 - to allow any person authorised by the Landlord or his Agent access to the Property grounds and any outbuildings in order to carry out gardening work

A.2.5 - not to deposit any store of coal in any part of the Property other than the receptacle provided for the purpose, nor to keep any combustible or other dangerous goods, provisions, or materials at the Property

A.2.6 - to visually inspect electrical appliances and contact the Landlord or Agent should any of the Landlord's electrical appliances require repair

A.2.7 - to keep all electrical and other working appliances (except gas appliances) up to the standard pertaining when the Tenant took possession

A.2.8 - at all times (if the Property has oil-fired central heating) to keep the oil-tank adequately filled with the appropriate heating oil and, at the end of the tenancy, to refill the tank to the same level as it was at the start of the tenancy

A.2.9 - not to alter or interfere with the gas, water or electrical installations, and not to overload or damage any of the drains, wires, pipes or cables. The Tenant shall not connect or install any additional gas appliances at the Property without the Landlord's prior written permission. Any installation must be carried out by a suitably qualified engineer, and the appliance must be checked annually for safety. Unsafe appliances will be immediately disconnected

A.2.10 - to clean all windows on a regular basis and at the expiration of the tenancy

A.2.11 - to take reasonable steps to adequately heat and ventilate the Property throughout the tenancy to avoid condensation, mould and mildew. Where any of these occur, to take care to promptly and regularly wipe down and clean the affected surfaces

A.2.12 - to look after any houseplants supplied with the Property

A.2.13 – Where the tenant is in breach of clause 5.16 to pay the Landlord for all reasonable costs and expenses that may be incurred resulting from notices being served under the Environmental Protection Act 1990 due to the presence of vermin in the Property which is attributable to the Tenant

A.2.14 - to maintain in good repair the television aerials, satellite dish and similar reception devices (if any) in the Property. The Landlord shall not accept any responsibility for unsatisfactory radio or television reception

A.2.15 - to keep any chimney(s) swept as often as reasonably necessary, where the Property has a chimney that serves an open fire or solid fuel appliance. Where used regularly, the chimney should be swept annually

A.2.16 - where the Property has a swimming pool to maintain that pool to a reasonable and clean standard

A.2.17 - to arrange and pay for the emptying of cesspools and septic tanks (if any) as necessary during and on termination of the tenancy

A.2.18 – not to use or store any items in the loft space without the Landlords prior written consent

A.2.19 - not to install, cause or authorise the installation of any pre-payment meter at the Property without the written permission of the Landlord

A.2.20 - that the Tenant will allow the Landlord or other authorised persons access to the Property to carry out risk assessments during the tenancy in order to comply with health and safety requirements. The Landlord or his Agent will give the Tenant a minimum of 24 hours notice. The Tenant also agrees to carry out any regular checks required by the Landlord in relation to prevention of Legionella or similar health risks

A.2.21 - To use appliances in accordance with the manufacturer's instructions and carry out any minor maintenance that would be expected such as cleaning or changing filters. The Landlord will be responsible for the repair costs during the initial three months of the tenancy for the genuine breakdown (i.e. not caused by misuse) of appliances supplied by the Landlord

A.2.22 – to be permitted to keep the following pet(s) at the Property:

Type of pet –

Breed -

Name –

Colour -

As a consequence of this permission by the Landlord, the Tenant agrees as follows:

To keep the pet(s) from causing any annoyance or discomfort to others and to immediately remedy any complaints concerning the pet;

To keep the pet(s) from damaging any property belonging to the Landlord/Agent or others;

To keep the pet(s) under control at all times;

Should the Tenant fail to comply with any part of this clause, the Landlord reserves the right to revoke permission to keep the pet(s). In such event, the Tenant agrees to permanently remove the pet(s) from the Property within 48 hours of receiving written notice from the Landlord; failure to comply with the same shall be grounds for termination of the Assured Shorthold Tenancy Agreement

3. Pets - An addendum, to be attached to the standard tenancy agreement

Pet Addendum to Assured Shorthold Tenancy Agreement

THIS AGREEMENT is hereby attached to and made a part of the Assured Shorthold Tenancy Agreement dated _____, 20____, between

_____, *the Landlord, and*

_____, *the Tenant,*

for the premises located at

_____.

The Tenant desires to keep a certain pet(s) described below on the said premises and the Assured Shorthold Tenancy Agreement specifically prohibits allowing pets on the premises; the Assured Shorthold Tenancy Agreement is hereby amended to grant such permission to the Tenant. In exchange for this permission, the Tenant agrees as follows:

- 1. To keep the pet(s) from causing any annoyance or discomfort to others and to immediately remedy any complaints concerning the pet;*
- 2. To keep the pet(s) from damaging any property belonging to the Landlord/Agent or others;*
- 3. To keep the pet(s) under control at all times;*
- 4. To keep the pet(s) restrained, but not tethered, when it is outside of the Property;*
- 5. Not to leave the pet(s) unattended for any unreasonable periods;*
- 6. To dispose of the pet's droppings properly and quickly;*
- 7. Not to leave food or water for the pet(s) outside of the Property;*
- 8. Not to keep the pet's offspring on the premises for longer than 8 weeks after birth;*

The permission granted herein shall be limited to a certain pet(s)

Named _____ and described as follows:

Type of Pet _____

Breed _____

Colour _____

Should the Tenant fail to comply with any part of this Pet Agreement, the Landlord/Agent reserves the right to revoke permission to keep the pet. In such event, the Tenant agrees to permanently remove the pet(s) from the premises within 48 hours of receiving written notice thereof from the Landlord/Agent; failure to comply with same shall be grounds for termination of the Assured Shorthold Tenancy Agreement

THIS AGREEMENT is made in duplicate on this _____ day of _____, 20_____.

Tenant _____

Landlord _____

4. Cost recovery and other financial provisions

Generally, any extra charges or penalties must be brought to the attention of a Tenant prior to entering into the tenancy if they are to be enforceable.

A.4.1 - *interest will be paid on this Deposit (clause 2 to be amended if appropriate) (this will be subject to the requirements of the Tenancy Deposit Scheme – see page 8 & Appendix F)*

A.4.2 - *Interest will be payable on any late rent payments where payments are more than 14 days overdue. Interest will be payable at an annual percentage rate of 3% above Bank of England Base Rate calculated on daily basis starting on the 15th day after the rent due date*

A.4.3 – *In the event of any infectious or contagious disease brought into the Property by the Tenant during the tenancy, the Tenant agrees to comply with any requirements directed by the Medical Officer of Health or such other competent officer*

A.4.4 - *Any Rent accepted after the Tenant has breached the terms of the tenancy shall be accepted as mesne profits and shall not prejudice the Landlord's right to enforce compliance with this Agreement*

A.4.5 – *Where rent has been paid in advance, the Landlord shall be entitled to deduct any reasonable costs incurred through any breach of this tenancy agreement, or as decided by the Court*

5. Licences

Licences may be needed where elements of the property outside the tenanted area is occupied in common with others or where a person other than the tenant, for example his or her partner needs to occupy the property but not be a party to the tenancy.

A.5.1 – *That [name of permitted occupier] be permitted to reside at [address of Property] subject to the tenancy of [name of Tenant(s)] for the duration of that tenancy subject to the right of the Landlord to terminate on one month's notice to the occupier*

A.5.2 – *The Tenant has a licence to use the communal parts of the property in common with other tenants of the property*

A.5.3 – *It is agreed that the Tenant has authority to licence the rooms within the Property to an Approved Occupier during the term of the tenancy subject to the following conditions:*

- (1) The Tenant must not part with possession of the whole Property*
- (2)(a) The Tenant must ensure that throughout the Term the Property is occupied by an Approved Occupier. This clause does not require that the same Approved Occupier should occupy the Property throughout the Term*
- (2)(b) An Approved Occupier means a respectable and responsible person(s) appointed by the Tenant and previously approved in writing by the Landlord*
- (3) That the Approved Occupier occupies the Property as licensee(s). It is not the intention that a tenancy should be created in the name of the Approved Occupier or any other persons that may reside at that address*
- (4) The Tenant shall inform the Landlord in advance of any change of Approved Occupier*
- (5) The Tenant agrees to abide by his duties under the Immigration Act 2014 (or any subsequent legislation). The Tenant is required to carry out appropriate checks in order to ensure that all Occupiers of the Property have the right to reside in the UK before they are allowed to live at the Property and to carry out follow up checks during the tenancy, where required. The Tenant agrees to keep appropriate evidence of such 'Right to Rent' checks as required by legislation and provide copies of such evidence to the Landlord on request*
- (6) The Tenant is responsible for ensuring that the Approved Occupier does not breach any of the tenancy conditions and the Tenant will be responsible for liaising with the Approved Occupier regarding any requirements*
- (7) The Tenant will ensure that the rent is paid in full and on time, regardless of whether the rooms are occupied or not*

A.6.10 - where the Tenant occupies a flat on the ground floor of the Building, the Tenant agrees to accept responsibility for the maintenance of the gardens in accordance with clause

A.6.11 - the Property includes [one] allocated parking space and the Tenant is permitted to use only the allocated space(s) at the Property

7. Break clauses

A.7.1 - It is agreed that [after an initial period of four months,] two months' notice in writing may be served by either party to terminate this agreement. N.B. [] - term in square brackets may be altered but it must not be less than four months

A.7.2 - It is agreed that [after an initial period of six months] the Tenant may terminate this tenancy by giving the Landlord not less than two months' written notice PROVIDED that the Tenant's main place of employment is no longer within a 30 mile radius of the Property and that such notice is supported by written confirmation from the Tenant's main employer

8. Termination and Renewal

A.8.1 - if the Tenant does not wish to remain in the Property after the end of the fixed term then at least one month's prior notice to quit should be given in writing to the Landlord or Agent

A.8.2 - it is agreed that this Agreement replaces any existing tenancy agreement between the Landlord and Tenant

9. Rent review

A.9.1 - that the Rent shall be reviewed on [January 1st 2014] [and annually thereafter] and that the Rent shall increase by a proportion equal to the most recently published UK CPI (Consumer Price Index) annual percentage change which applies at that time

A.9.2 - that the Rent shall be reviewed on [January 1st 2011] and that the Rent shall be increased to [£.....] per month