



the HMO specialist  
with a little TLC

City Rooms

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# AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY AND LICENCE FOR THE USE OF COMMON PARTS

## Important Notice

This document contains the terms of the Tenancy of X, XXXXX, London, XXX XXX ("the Property").

It sets out the promises made by the Landlord and the Tenant to each other. Both parties should read this document carefully and thoroughly and ask to be shown copies of any document referred to in this Agreement. Once signed and dated this Agreement will be legally binding and may be enforced by a court. Make sure that it does not contain terms with which either party does not agree or that it does contain everything both parties want to form part of the Agreement.

Both parties are advised to obtain confirmation in writing when the Landlord gives the Tenant consent to carry out any action under this Agreement. If either party is in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

**The Landlord must download the Prescribed Information of MYDEPOSITS Custodial, together with the Terms and Conditions for Tenants which is also part of the Prescribed Information; and give all the documents to the Tenant at the start of the Tenancy.**

This agreement is made on

### The Particulars

THIS AGREEMENT IS MADE BETWEEN

A. Oliver Walton Ltd t/a City Rooms  
Of 3-5 Globe Road London E1 4DT  
**("the Landlord")**

**AND**

B. Mr/Ms xxxx xxxx  
**("the Tenant")**

**AND**

C. Mr/Ms xxxx xxxx (if needed)  
Of Xxx xxx, xxx, xxx xxx  
**("the Guarantor")**

**AND IS MADE IN RELATION TO:**

**X**

**("the Room")**

**With a licence to use the Common Parts and their facilities of**

**XXXXX, London, XXX XXX**

**("the Property")**

### The Main Terms of the Tenancy

#### 1 **Term of Tenancy**

The Landlord lets to the Tenant the Room for a period of **X months from the dd/mm/yyyy ("the Term")**. The Tenancy shall start on and include the **dd/mm/yyyy ("the Start Date")** and shall end on and include the **dd/mm/yyyy ("the End Date")** and will continue thereafter from month to month until the Landlord gives a minimum of two months' notice in writing in compliance with the service of a Section 21 Notice to expire at the end of the fixed Term or at any time thereafter; or the Tenant gives a minimum of two months' notice to end the Tenancy at the end of the fixed term or at the end of a period being the day before the Rent is due at any time thereafter. Notice to be served by first class post or hand delivery to the address specified within clause 5.1 of Schedule 3 below.

## 2 The Rent.

The Tenant shall pay to the Landlord **£xxxx per month**, ("the Rent") payable in advance. The first payment shall be made on the **dd/mm/yyyy**. Thereafter, payments shall be made on the **dd** day of each month.

The Rent shall be paid clear of any unlawful deductions or set off, to the Landlord, by Direct Debit or Standing Order. Landlord bank details are: ("Account name: **Oliver Walton Ltd**, Sort Code **xx-xx-xx**, Account No: **xxxx xxxx**")

## 3 Bills

The Tenant is liable for **xxxx%** of electricity and gas (and heat if any) bills for the whole property during the term of the tenancy, to be paid monthly by Direct Debit.

Energy bills vary depending on the season, usage, and unit cost. Estimated Bills are based on the equivalent average monthly bills for the previous 12 months' for the Property (where that information is available to us). Where the Tenant pays too much, or too little after a 12 month period or by the end of their agreement, whichever sooner, the Landlord will write to the Tenant to arrange a refund or collection of the additional amount, as necessary. The Landlord will keep payments under regular review and where possible, will decrease or increase the Tenant's payment (where their usage is significantly different to the estimate) The Landlord will write to the Tenant to inform them at least 10 days in advance of any such adjustment.

Any monies paid by the Tenant and received by the Landlord will be allocated to Rent due or Rent outstanding, in the first instance. Any monies paid by the Tenant and received by the Landlord in addition to Rent due or outstanding, will be allocated towards Bills due or Bills outstanding. It is agreed that money paid on behalf of the Tenant or paid by the Tenant will always be allocated in this order.

## 4 The Deposit.

The Tenant shall pay to the Landlord, on the signing of this Agreement, **£xxxx** as a Deposit which shall be held by the MYDEPOSITS as Stakeholder.

## 5 Fixtures and Fittings

The Tenancy shall include the Fixtures and Fittings in the Room including all matters specified in the Inventory and Schedule of Condition.

## 6 Type of Tenancy.

This Agreement is intended to create an Assured Shorthold Tenancy for a portion of the Property as defined by section 19A of the Housing Act 1988 (as amended) and shall take effect subject to the provisions for the recovery of possession set out in section 21 of that Act.

## 7 Licence for the Common Parts

The Landlord gives the Tenant the right as Licensee, for the duration of the Tenancy, in common with the Landlord and all others authorised by the Landlord, to use the other parts of the Property which are not specifically demised as tenancies to third parties ("the Common Parts"). **This licence will come to an end when the Tenancy comes to an end, whether by surrender or execution of a court order.**

## 8 Definitions & Interpretation

In this Agreement the following definitions and interpretation apply:

8.1 "Landlord" means anyone owning an interest in the Property, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Property.

8.2 "Tenant" means anyone entitled to possession of the Property under this Agreement.

- 8.3 "Joint and several" means that when more than one person comprise the Tenant, they will each be responsible for complying with the Tenant's obligations under this Agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against any one or more of those individuals. It also means that the Guarantor will be liable with the Tenant to pay all rent and any debt arising from any breach of the Tenancy until all debt is paid in full.
- 8.4 "Room" means the Room in the Property designated for the exclusive use of the Tenant.
- 8.5 "Property" includes any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy. When the Tenancy is part of a larger building the Property includes the use of common access ways and facilities.
- 8.6 "Fixtures and Fittings" means references to any of the fixtures, fittings, furniture, furnishings, or effects, floor, ceiling or wall coverings.
- 8.7 "Inventory and Schedule of Condition" means the document drawn up prior to the commencement of the Tenancy by the Landlord, or Inventory Clerk which shall include the Fixtures and Fittings in the Property including all matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy.
- 8.8 "Tenancy" means the initial term and includes any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original term.
- 8.9 "Deposit" means the money held by the landlord in a Stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms of this Agreement.
- 8.10 "mydeposits" means the tenancy deposit scheme whose details are shown in the Tenancy Agreement.
- 8.11 "Stakeholder" means that deductions can only be made by the landlord from the Deposit at the end of the Tenancy with the written consent of both parties.
- 8.12 "Notice Period" means the amount of notice that the Landlord and Tenant must give to each other.
- 8.13 "Emergency" means where there is a risk to life or damage to the fabric of the Property or Fixtures and Fittings contained in the Property.
- 8.14 "Superior Landlord" means the person for the time being who owns the interest in the Property which gives him the right to possession of the Property at the end of the Landlord's lease of the Property.
- 8.15 "Head Lease" or "Superior Lease" means the document which sets out the promises the Landlord has made to the Superior Landlord. The promises contained in this Head Lease will bind the Tenant if he has prior knowledge of those promises.
- 8.16 "Common Parts" means the parts of the Property which are not specifically demised as tenancies to the Tenant or to third parties.
- 8.17 "Relevant Person" means any person, company or organisation mentioned in the pages of the Prescribed Information paying the Deposit on behalf of the Tenant such as the local authority, parent or guarantor.
- 8.18 "working day" means any day excluding a Saturday, Sunday or a Bank Holiday.

- 8.19 References to the singular include the plural and references to the masculine include the feminine.
  - 8.20 The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.
  - 8.21 The headings used in the Agreement do not form part of the terms and conditions or obligations for either the Landlord or the Tenant and are for reference purpose only.
  - 8.22 References to the singular include the plural and references to the masculine include the feminine;
  - 8.23 The full text of the Grounds under Schedule 2 of the Housing Act 1988 specified in the forfeiture clause can be obtained from the landlord upon written request.
  - 8.24 The Landlord and the Tenant agree that the laws of England and Wales shall apply to this Agreement.
  - 8.25 The headings used in the Agreement do not form part of the terms and conditions or obligations for either the Landlord or the Tenant and are for reference purpose only.
- 9 The Landlord and the Tenant agree to the rental of the Room in the Property for the Term and at the Rent payable as set out above and upon the following terms:
- A. The Tenant will observe and perform the Tenants' obligations as set out in Schedule 1 to this Agreement.
  - B. The Landlord will observe and perform the Landlord's obligations as set out in Schedule 2 to this Agreement.
  - C. The Landlord and the Tenant agree and confirm the declarations, provisions and notices as set out in Schedule 3 to this Agreement.
  - D. The Landlord and the Tenant will observe and perform the obligations as set out in Schedule 4 to this Agreement.

## Schedule 1 Obligations of the Tenant

***The following clauses set out what is expected of the Tenant during the Tenancy in addition to the main terms found in this Agreement. If any of these terms are broken, the Landlord, may be entitled to deduct monies from the Deposit, claim damages from the Tenant, or seek the court's permission to have the Tenant evicted from the Property because of the breach.***

### 1 General

- 1.1 Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing.
- 1.2 To be responsible and liable for all the obligations under this Agreement as a joint and several Tenant if the Tenant forms more than one person if applicable, as explained in the Definitions.

### 2 Paying Rent

- 2.1 To pay the Rent by as set out in clause 2 of the Particulars whether or not it has been formally demanded. The Rent shall be paid by the Tenant by Direct Debit or Standing Order. Landlord bank details are: ("Account name: **Oliver Walton Ltd**, Sort Code **xx-xx-xx**, Account No: **xxxx xxxx** ")
- 2.2 To pay interest on any payment of Rent not made as set out in clause 2 of the Particulars. Interest is payable from the date on which the Rent was due until the date on which the Rent is actually paid. The interest rate will be 3% above the Bank of England Base Rate.

### 3 Further Charges to be paid by the Tenant

- 3.1 To pay to the Landlord, all reasonable costs and expenses awarded by the Court or incurred by the Landlord for the following:
  - recovering or attempting to recover any Rent or other monies in arrears;
  - the enforcement of any reasonable obligation of the Tenant under this Agreement;
  - the service of any Notice relating to any major breach of this Agreement whether or not court proceedings are brought.
  - Any re-letting costs charged to the Landlord if the Tenant seeks to end the Agreement early apart from as part of a break clause or it is agreed the Tenant can assign the Tenancy to a new group of persons to form the new tenant ("the New Tenant").
- 3.2 To pay the television licence regardless of the ownership of the transmission equipment
- 3.3 To compensate the Landlord for any reasonable charges or other costs incurred if any cheque provided by the Tenant is dishonoured or if any Standing Order is withdrawn.
- 3.4 To compensate for the additional cost incurred by the Landlord, or the inventory clerk in making and attending a second appointment to check the Inventory and Schedule of Condition if the Tenant fails to attend a mutually agreed initial appointment.
- 3.5 To compensate the Landlord for the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord arising from misuse or negligence by the Tenant.
- 3.6 Reimbursement of Electricity, gas (sometimes Heat) bills

- 3.6.1 For electricity, gas (or heat) bills, the account will be registered under the Landlord's name. The Landlord will arrange bill payment to ensure constant supply.
- 3.6.2 The Landlord will arrange their contractors or cleaners to obtain meter readings regularly. However, the Tenant agrees to obtain meter reading when requested by the Landlord.
- 3.6.3 The Tenant agrees to pay **xxxx%** as their share for all electricity, gas and heat bills produced for the whole property. This percentage has considered total number of rooms, maximum number of people allowed in each room etc. By signing this agreement, the Tenant has understood and accepted the percentage specified as their share and the method of payment.
- 3.6.4 The Landlord will share the original invoices as they are received from the supplier/s and further agrees to pass on any rate reductions that may so occur during the Term, in order to ensure that the Tenant pays only the face value charge.
- 3.6.5 If the Property currently has a prepaid electricity or gas meter, the Tenants in the property has equal shared responsibility for crediting the prepaid meter to ensure uninterrupted supply. The Tenants will split the top up credit themselves. We are in the process to switch the supply to credit meters and once it has been successfully switched, above clause 3.6.1, 3.6.2 and 3.6.3 will apply.

#### **4 The Condition of the Room in the Property: Repair, Maintenance and Cleaning**

- 4.1 To take reasonable steps to keep the interior of the Room, the Property and the Fixtures and Fittings in the same decorative order and condition throughout the Term as at the start of the Tenancy, as noted in the Inventory and Schedule of Condition. The Tenant is not responsible for the following:
  - fair wear and tear;
  - any damage caused by fire unless that damage was caused by something done or not done by the Tenant or any other person permitted by the Tenant to reside, sleep in, or visit the Room;
  - repairs for which the Landlord has responsibility (these are set out in Schedule 2 of this Agreement);
  - damage covered by the Landlord's insurance policy.
- 4.2 To inform the Landlord immediately when it comes to the notice of the Tenant of any repairs or other matters falling within the Landlord's obligations to repair the Room or the Property.
- 4.3 To keep the Room, the Property and the Fixtures and Fittings in a clean and tidy condition.
- 4.4 To clean the inside and outside of the easily accessible windows regularly and at the end of the Tenancy as shown in the Inventory and Schedule of Condition.
- 4.5 To keep all smoke alarms and carbon monoxide detectors in good working order provided they were working at the start of the Tenancy, by replacing batteries where necessary.
- 4.6 To inform the Landlord promptly if the smoke alarm or carbon monoxide detector requires maintenance or repair.
- 4.7 To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of the Tenant, his family, or his visitors.
- 4.8 To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Room or the Property that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the Tenancy.

- 4.9 To replace all electric light bulbs, fluorescent tubes and fuses.
- 4.10 To make good, or compensate for, any failure by the Tenant to comply with the obligations set out in Schedule 1 of this Agreement.
- 4.11 To carry out any work or repairs that the Tenant is required to carry out under this Agreement within a reasonable time of being notified; provided the Landlord has given the Tenant written notice of those repairs; or to authorise the Landlord to have the work carried out at the Tenant's expense. Where this obligation has not been met, the Landlord may enter the Room (provided the Tenant has been given at least 24 hours notice in writing) with or without workmen, to carry out any repairs or other works. The reasonable cost of any repairs or work will be charged to and paid for by the Tenant.
- 4.12 To take all reasonable precautions to prevent condensation by keeping the Room adequately ventilated and heated and if any condensation occurs to mop up any water promptly to prevent mould growth.
- 4.13 To take reasonable precautions to keep all sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts free of obstruction.
- 4.14 To clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, sinks, toilets, or waste pipes, which serve the Room and the Property, if the blockage is caused by the negligence of, or the misuse by the Tenant, or any visitors.
- 4.15 To take all reasonable precautions to prevent infestation of the Room or the Property and to pay for the eradication of any infestation caused by the negligence, action or lack of action of the Tenant, or his visitors.
- 4.16 Not to barbecue in the Room or in or on the Property if the Property is subject to a Head Lease including in any communal outside space or garden, balcony or roof terrace.
- 4.17 To run all taps in sinks basins and baths, flush lavatories and run the shower for twenty minutes after the Room or the Property has been vacant for any period of seven days or more.

## 5 Insurance

- 5.1 Not to do or fail to do anything that leads to the policy on the Room, the Property, or Fixtures and Fittings not covering any part of the losses covered by the policy, provided a copy of the policy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter.
- 5.2 To pay to the Landlord all reasonable sums paid by the Landlord for any increase in the insurance premium for the policy, or necessary expenses incurred as a result of a failure by the Tenant, his family, or visitors, to comply with clause 5.1 of Schedule 1 of this Agreement.
- 5.3 To inform the Landlord of any loss or damage to the Room, the Property or Fixtures and Fittings, promptly upon the damage coming to the attention of the Tenant.
- 5.4 To provide the Landlord with details of any loss or damage, under clause 5.3 of Schedule 1 above, within a reasonable time of that loss or damage having come to the attention of the Tenant.
- 5.5 **The Tenant is warned that the Landlord's policy does not cover his possessions and is advised to insure his belongings.**

## 6 Access and Inspection



- 6.1 To allow the Landlord, any Superior Landlord, his agent, professional advisers, or authorised contractors to enter the Room with or without workmen and with all necessary equipment. Except in an emergency, the Landlord will give the Tenant not less than 24 hours written notice. The Tenant is only required to allow access when:
- 6.1.1 the Tenant has not complied with a written notice under clause 4.10 of Schedule 1 of this Agreement;
  - 6.1.2 the Landlord, the Agent, or an appointed contractor seeks to carry out work for which the Landlord is responsible;
  - 6.1.3 for inspection or repair of the Room, the Property or any adjoining premises;
  - 6.1.4 the safety check of the gas appliances pipe work and flues;
  - 6.1.5 to carry out the Landlord's obligations under this Agreement and any repairs alterations or additions to the Building of which the Property and the Room form part.
  - 6.1.6 to take gas, electricity or water meter readings;
  - 6.1.7 to paint the outside or repair of the Room, the Property or the Building of which the Property form part.
  - 6.1.8 to comply with statute;
  - 6.1.9 to carry out repairs or alterations to the adjoining premises;
  - 6.1.10 for any purpose mentioned in this Tenancy Agreement or connected with the Landlord's interest in the Room, the Property or any other premises;
  - 6.1.11 to comply with any Licence granted to the Landlord for an HMO by the local authority.
- 6.2 To allow the Room to be viewed by prior mutually acceptable appointment, at reasonable times, during normal working hours and at weekends, and upon the Tenant being given at least 24 hours' notice in writing, following a request by any person who is (or is acting on behalf of) the Landlord and who is accompanying a prospective tenant of the Room or a prospective purchaser of the Property.
- 6.3 To allow the Landlord access to the Common Parts of the Property at any time.

## 7 Assignment

- 7.1 Not to assign, sublet, part with, or share the possession of all or part of the Room with any other person without the Landlord's prior written consent, which will not be unreasonably withheld.
- 7.2 Not to take in lodgers or paying guests or allow any person other than the person named as the Tenant in this Agreement to occupy or reside in the Room unless the Landlord has given written consent, which will not be unreasonably withheld.

## 8 Use of the Room

- 8.1 To use the Room only as a private residence for the occupation of the Tenant.
- 8.2 Not to register a company at the address of the Property.
- 8.3 Not to run a business from the Room or the Property.
- 8.4 Not to use the Room or the Property for any illegal or immoral purpose.

- 8.5 Not to use or consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law other than according to any conditions required for the legal use of such restricted substances.
- 8.6 Not to use the Room or the Property or allow others to use the Room or the Property in a way which causes noise which can be heard outside the Room or the Property between 10pm and 8am or a nuisance annoyance or damage to any neighbouring, adjoining or adjacent property or the owners or occupiers of them.
- 8.7 Not to decorate or make any alterations or additions to the Room or the Property without the prior written consent of the Landlord which will not be unreasonably withheld.
- 8.8 Not to remove the Fixtures and Fittings of the Room or the Property or to store them in any way or place inside or outside the Property which could reasonably lead to damage to the Fixtures and Fittings; or to the Fixtures and Fittings deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy.
- 8.9 Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on or in the Property without the prior consent of the Landlord which will not be unreasonably withheld.
- 8.10 To pay all the costs of installation, removal, disposal and repair of any damage done if consent is granted or due to a breach of clause 8.9 of Schedule 1 above.
- 8.11 Not to keep any dangerous or inflammable goods, materials or substances in or on the Room or the Property, apart from those required for general household use.
- 8.12 Not to hang any posters, pictures or other items in the Room using blu-tac, sellotape, nails, adhesive, or their equivalents.
- 8.13 To hang posters, pictures or other items in the Room using a reasonable number of commercial picture hooks.
- 8.14 To leave the Fixtures and Fittings at the end of the Tenancy in the same places in which they were positioned at the commencement of the Tenancy as shown in the Inventory and Schedule of Condition prepared at the start of the Tenancy.
- 8.15 Not to barbecue in or on the Property if the Property is subject to a Head Lease including in any communal outside space or garden, balcony or roof terrace.
- 8.16 Not to smoke, vape or smoke e-cigarettes or permit any other resident in the Room or in the Property or any guest or visitor to smoke tobacco, vape or smoke e cigarettes.
- 8.17 Not to burn any other substance in the Room or the common parts of the Property or to burn or allow any other person to burn any incense sticks (or similar) without the Landlord's prior written consent.
- 8.18 Not to burn any candles in any part of the Property or if lit in breach of this clause not to leave them unattended at any time. If in breach of this clause candles are lit and left unattended or even if not cause damage to be responsible for all damage and repair without allowing for fair wear and tear.

- 8.19 If in breach of clauses 8.16 to 8.18 of Schedule 1 the Tenant will compensate the Landlord for the cleaning of the carpets of the Room to a professional standard and the cleaning of the curtains by whatever method is specified for the type of curtain material and the washing down of walls and redecoration if necessary to rid the Room or the common parts of the Property of the odour of nicotine, incense, or any other substance caused by the Tenant or any visitor of the Tenant to the Room or the common parts of the Property; and to restore the interior to the condition described in the Inventory and Schedule of Condition if damaged through unauthorised use of incense sticks, (or similar) or smoking in the Room or the common parts of the Property.
- 8.20 To run all taps in sinks basins and baths, flush lavatories and run the shower for twenty minutes after the Room or the Property has been vacant for any period of seven days or more.
- 8.21 To comply with any specific conditions for the Room which are shown in any Licence granted to the Landlord by the local authority.

## 9 Use of the Property

- 9.1 To use best endeavours to share the Property peacefully and amicably with other occupiers that are living at the Property.
- 9.2 Not to cause damage to the Property or to its contents.
- 9.3 To keep the interior of the Property and the contents in a neat and tidy manner and maintain in a good and clean condition and decorative order.
- 9.4 To make good or pay for all damage caused at the Property due to an act of neglect, default or deliberate damage.
- 9.5 Not to make any alterations or additions or attach any fixtures or fittings of any kind to any part of the Property.
- 9.6 Not to fix anything to any part of the Property using glue, sellotape or blu-tac or equivalents without the Landlord's prior written consent.
- 9.7 Not to allow the Property to be used by another nor take a lodger or paying guest or permit any person to sleep, reside or stay at the Property.
- 9.8 To comply with any conditions of a Licence granted to the Landlord by the local authority for the Property.

## 10 Animals and Pets

- 10.1 Not to keep any animals or birds (whether domestic or otherwise) in or on the Room or the Property without the prior written consent of the Landlord which will not be unreasonably withheld but may be withdrawn upon giving reasonable notice.

## 11 Leaving the Room Empty

- 11.1 To notify the Landlord before leaving the Room vacant for any continuous period of **14 days** or more during the Tenancy.
- 11.2 To comply with any conditions set out in the Landlord's insurance policy provided a copy has been given or shown to the Tenant at the start of the Tenancy or within a reasonable time thereafter. This provision shall apply whether or not the Landlord has been or should have been notified of the absence under clause 11.1 of Schedule 1 of this Agreement.

## 12 Locks

- 12.1 To fasten all locks and bolts on the doors and windows when the Room and the Property is empty and at night.
- 12.2 Not to install or change any locks in the Property without the prior consent of the Landlord, which will not be unreasonably withheld, except in an emergency.
- 12.3 Not to have any further keys cut for the locks to the Room or the Property without notifying the Landlord of the number of additional keys cut.

### 13 **Garden**

- 13.1 To keep the garden, window boxes and patios if any in the same condition and style as at the commencement of the Tenancy.
- 13.2 To keep the window boxes borders, paths, and patios, if any, in good order and weeded.
- 13.3 To cut the grass regularly during the growing season.

### 14 **Cars and Parking**

- 14.1 To park a private vehicle only at the Property if explicitly agreed in writing with the Landlord.
- 14.2 To park in the car parking space, garage or driveway allocated to the Room in the Property, if applicable.
- 14.3 To keep any garage, driveway, or parking space free of oil and to pay for the removal and cleaning of any spillage caused by a vehicle of the Tenant, his family, contractors or visitors.
- 14.4 To remove all vehicles belonging to the Tenant at the end of the Tenancy.
- 14.5 Not to park any vehicle at the Property that is not in road worthy condition and fully taxed.

### 15 **Refuse**

- 15.1 To remove or pay for the removal of all rubbish from the Room, during and at the end of the Tenancy.
- 15.2 To place all refuse in a plastic bin liner and put it in the dustbin or receptacle made available.
- 15.3 To dispose of all refuse through the services provided by the local authority.

### 16 **Notices**

- 16.1 To forward any notice order or proposal affecting the Room, the Property or its boundaries to the Landlord promptly upon it coming to the attention of the Tenant.
- 16.2 To forward all correspondence addressed to the Landlord at the Room or the Property to the Landlord promptly.

### 17 **Inventory and Checkout**

- 17.1 Within seven days of the commencement date of the Tenancy, to share with the Landlord any amendments or notes of any difference to the Check in Report or Check in photos.
- 17.2 To agree that the check-in report or Check in photos given to the Tenant at the start of the Tenancy will be regarded as a true record of the condition of the Property and will be used to assess all damage for check-out purposes at the end of the Tenancy, if the signed copy with any amendments or alterations referred to in clause 18.1 of Schedule 1 above is not returned to the Landlord.

17.3 To allow access for the check of the Inventory and Schedule of Condition at the termination or earlier ending of the Tenancy following receipt of reasonable notice from the Landlord.

## 18 Head Lease

18.1 To comply with the obligations of the Head Lease where one exists and is attached to this agreement, or supplied to the Tenant at a later date.

## 19 Energy Performance Certificates

19.1 To confirm that the Tenant has been provided with a Certificate which satisfies the requirements of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 prior to the signing of this Agreement.

## 20 End of the Tenancy

20.1 To clean to a good standard or compensate the Landlord for cost of the professional cleaning of the Room and Fixtures and Fittings at the end of the Tenancy, to the same standard to which the Room and Fixtures and Fittings were cleaned prior to the start of the Tenancy, as stated in the check in report of the Inventory and Schedule of Condition.

20.2 To return all keys, including any additional keys, remote controls, or security devices to the Landlord at the end of the Tenancy (whether before or after the Term of this Agreement).

20.3 To compensate the Landlord for the cost of replacement remote controls or other security devices that have been lost or not returned at the end of the Tenancy.

20.4 To compensate the Landlord for the cost of replacement locks and keys if any keys have been lost or not returned at the end of the Tenancy.

20.5 To accept that if either the Tenant or his agent does not attend a second appointment to check the Inventory and Schedule of Condition having failed to attend the first appointment that a check out report will be prepared at that time, although the Tenant is not bound to accept the report.

20.6 To remove or pay for the removal of all refuse and rubbish belonging to the Tenant at the end of the Tenancy and dispose of it in the receptacle provided or arrange and pay for its disposal by the local authority at the end of the Tenancy.

20.7 To remove all belongings, personal effects, foodstuffs or equipment of the Tenant from the Room and the Property at the end of the Tenancy.

20.8 To vacate the Room by 11am on the last day of the agreement.

20.9 To provide a forwarding address to the Landlord by the last day of the Tenancy.

20.10 To pay or compensate the Landlord for all reasonable removal and/or storage charges, when small items are left in the Room and/or Common Parts which can be easily moved and stored by the Landlord for a maximum of fourteen days. Charges will only be incurred where the Landlord has given the Tenant written notice addressed to the Tenant at the forwarding address provided by the Tenant, or in the absence of any address after making reasonable efforts to contact the Tenant; that items have not been cleared; and the Tenant has failed to collect the items promptly thereafter. If the items are not collected within fourteen days of the Tenant being notified the Landlord may dispose of the items and the Tenant will be liable for all reasonable costs of sale; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

20.11 To compensate the Landlord an amount equivalent to the daily Rent and other monies under the Particulars of this Agreement when the Room or the Common Parts are left full of bulky furniture, or a large amount of other bulky and heavy discarded items belonging to the Tenant; which may prevent the Landlord residing in, re-letting, selling or making any other use of the Room or the Property until the items are removed; or the Landlord or the Agent remove, store, or dispose of the items after giving the Tenant at least fourteen days written notice, addressed to the Tenant at the forwarding address provided by the Tenant; or in the absence of any address after making reasonable efforts to contact the Tenant and the Tenant will be liable for all reasonable costs of sale; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

## 21 Right to Rent

21.1 To agree that all persons named as the Tenant or who resides at the Room in the Property as an occupier whether named in the Tenancy Agreement or not must provide a valid passport and visa or work permit to the Landlord prior to taking occupation of the Room in the Property either before or during the Tenancy; and to provide a copy of any new visa or work permit during the Tenancy to either the Landlord when required at renewal or within twelve months of the commencement of the Tenancy whichever is later. To avoid doubt if any person forming the Tenant or the occupier fails to comply the Landlord may take any necessary legal action to have the person evicted from the Room and the Property.

21.2 If any person forming the Tenant or any occupier changes during the Tenancy all persons forming the Tenant agree to seek written consent from the Landlord prior to any additional or new person taking occupation of the Room in the Property and to ensure that any new or additional persons forming the Tenant, the occupier or wishing to reside in the Room in the Property complies with the legal requirements of the "Right to Rent" prior to taking occupation by meeting the Landlord personally to provide a valid passport to be checked and copied; and to provide a valid visa to work or study in the UK to be checked and copied.

## Schedule 2

### Conditions to be Kept by the Landlord

***The following clauses set out what can be expected from the Landlord during the Tenancy in addition to the main terms found in the Tenancy Agreement. If any of these terms are broken, the Tenant may be entitled to claim damages from the Landlord, or ask a court to make the Landlord keep these promises.***

#### 1 Payments

- 1.1 To pay the Council Tax (or any similar charge which replaces it) in respect of the Room and to pay all charges falling due for the following services during the Tenancy, unless otherwise specifically agreed:
  - 1.1.1 Water (including sewerage and other environmental services)
- 1.2 Provided that the Property is served with a working telephone, broadband and cable line at the beginning of the Tenancy, to pay the line rental charges. This obligation does not extend to any call charges, movie or music downloads or the Tenant's mobile phone bills. For the avoidance of doubt this clause does not oblige the Landlord to install or have installed any such lines or services.

#### 2 Quiet Enjoyment

- 2.1 To allow the Tenant to quietly hold and enjoy the Room during the Tenancy without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

#### 3 Statutory Repairing Obligations

- 3.1 To comply with the obligations to repair the Room and the Property as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections impose on the Landlord obligations to repair and keep in good order:
  - 3.1.1 the structure of the Property and exterior (including drains, gutters and pipes);
  - 3.1.2 certain installations for the supply of water, electricity and gas;
  - 3.1.3 sanitary appliances including basins, sinks, baths and sanitary conveniences;
  - 3.1.4 space heating and water heating;  
but not other fixtures, fittings, and appliances for making use of the supply of water and electricity. This obligation arises only after notice has been given to the Landlord by the Tenant as set out in clause 4.2 of Schedule 1 of this Agreement.
- 3.2 To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated in clause 3.1 of Schedule 2 above.

#### 4 Insurance

- 4.1 To insure the Property and the Fixtures and Fittings under a general household policy with a reputable insurer.
- 4.2 To provide a copy of the relevant insurance certificate and policy to the Tenant at the start of the Tenancy or as soon as possible thereafter.

## 5 Other Repairs

- 5.1 To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Fittings, unless the lack of repair is due to the negligence or misuse of the Tenant, his family or visitors.

## 6 Safety Regulations and Licence Conditions

- 6.1 To confirm that all the furniture and equipment within the Property complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 6.2 To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the Tenancy and annually thereafter.
- 6.3 To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
- 6.4 To ensure that any electrician carrying out electrical work at the Property is a member of an approved scheme.
- 6.5 To confirm that a certificate in compliance with The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 will be given to the Tenant prior to the start of any new Tenancy, or any renewal of a fixed term; or a Tenancy that becomes periodic after June 12020; and in any event for all tenancies regardless of the commencement date from April 1, 2021.
- 6.6 To provide a smoke alarm on each storey of the Property and a carbon monoxide detector in any room with a solid fuel appliance; to have smoke alarms and carbon monoxide detectors tested at the start of the Tenancy; and to hold written records that the tests have been carried out.
- 6.7 To comply with all the provisions of any Licence granted by the local authority for a House in Multiple Occupation ("HMO") including all safety provisions and equipment specified in the Licence.
- 6.8 To inform the Tenant of any change to existing conditions of the Licence or new conditions imposed on the Landlord or the Tenant from time to time by the local authority.
- 6.9 To comply with the amendment to the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 ("the Regulations"), which became law in October 2022 stating that all gas appliances apart from gas hobs must comply with the Regulations and have a carbon monoxide detector fitted in the same room as a gas appliance. (Name of Agent) advises all landlords to ensure if there is an oil appliance similar precautions are taken.

## 7 Other Taxes

- 7.1 To pay, cover and compensate the Tenant for all tax assessments and outgoings including ground rent and service charges if applicable for the Property apart from those specified as the obligations of the Tenant in this Agreement.



### Schedule 3 General Conditions

***The following clauses set out the ways in which this Agreement may be brought to an end by either party. In addition, these clauses set out the procedures which the Tenant or Landlord shall use when the Tenancy is brought to an end.***

**It is agreed between the Landlord and Tenant as follows:**

#### **1 Ending the Tenancy and Re-entry**

1.1 If at any time:

- 1.1.1 the Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or
- 1.1.2 if any agreement or obligation of the Tenant is not complied with; or
- 1.1.3 if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) are made out (see Definitions);  
the Landlord may re-enter upon the Property provided he has complied with his statutory obligations; and the Tenancy shall end. This clause does not prejudice any other rights that the Landlord may have regarding the Tenant's obligations under this Agreement.

#### **2 Early Termination**

- 2.1 If the Tenant vacates the Room during the Term apart from according to any agreed break clause which is included within the Agreement, the Tenant will remain liable to pay Rent and any other monies payable under this Agreement until the Term expires; or the Room is re-let whichever is earlier.
- 2.2 Or if the Tenant requests to leave the tenancy early and the Landlord agrees to the early termination then the Landlord may charge the Tenant rent until a new Tenancy begins and also the reasonable re-let costs equivalent to 7% of outstanding contract value. Such costs will be communicated to the Tenant and agreed as part of any early termination process.

#### **3 Interruptions to the Tenancy**

- 3.1 If the Room or the Property is destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, Rent will cease to be payable until the Room and the Property is reinstated and rendered habitable; unless the insurance monies are not recoverable (whether in whole or in part) because of any thing done or not done by the Tenant, his family or his visitors; or the insurer pays the costs of re-housing the Tenant. To avoid doubt between the parties the Landlord has no obligation to re-house the Tenant.
- 3.2 If the Room or the Property is not made habitable within one month, either party may terminate this Agreement by giving immediate written notice to the other party.

#### **4 Data Protection Act 2018**

- 4.1 The personal information of both the Landlord and the Tenant will be retained in accordance with the terms of the Landlord's privacy policy ("the Policy") which both parties will have been served with and is also available to view on the Agent's website [www.cityrooms.com](http://www.cityrooms.com). In addition to the information provided to the Agent about the Tenant in accordance with the Policy, the Tenant agrees that this information can be forwarded to the Landlord. Such information may have been provided before, during or after the Tenancy. The Landlord thereafter may share details about the following:
- 4.1.1 Details of performance of obligations under this Agreement by the Landlord and the Tenant;
  - 4.1.2 Known addresses or details of the Tenant and any other occupiers,
  - 4.1.3 Any other relevant information required by the parties listed below.
- 4.2 This personal information above can be shared with:
- 4.2.1 Utility and water companies;
  - 4.2.2 The local authority;
  - 4.2.3 Authorised contractors;
  - 4.2.4 Credit and reference providers;
  - 4.2.5 Mortgage lenders;
  - 4.2.6 Legal advisers;
  - 4.2.7 Any other interested third party.
- 4.3 This information can and will be provided without further notice only when the landlord or the Agent is authorised to do so under the Policy.

## 5 Notices

- 5.1 The Landlord has notified the Tenant that according to Sections 47 and 48 of the Landlord and Tenant Act 1987 the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord is: **First Floor 3-5 Globe Road London E1 4DT**.
- 5.2 The Tenant shall as soon as reasonably practicable deliver or post on to the address set out in clause 5.1 of Schedule 3 of the Agreement, any notice or other communication which is delivered or posted to the Property.
- 5.3 The provisions for the service of notices are that if the Landlord deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Room or the Property by 4.30pm or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day; or if the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Property or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; or if the documents or Notices will be deemed delivered two working days later; or if sent by electronic service to the email address given to the Landlord by the Tenant from time to time the email and any attachments will be deemed delivered on the next working day.



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w: [www.cityrooms.com](http://www.cityrooms.com)

5.4 The provisions for the service of notices are that if the Tenant or his agent deliver by hand by 4.30pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day; or if the documents or Notices are sent by ordinary first class post addressed to the Landlord at the address in clause 5.1 of Schedule 3 or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later; or if the documents or Notices will be deemed delivered two working days later; or if sent by electronic service to the email address given to the Tenant by the Landlord from time to time the email and any attachments will be deemed delivered on the next working day.

## 6 **Acceptance of Rent**

6.1 Acceptance of Rent by the Landlord shall be at all times without prejudice to and shall not be a waiver of the rights and remedies of the Landlord in respect of any breach of the Tenant's agreements or stipulations contained in this Agreement; and any Rent paid by any third party will be accepted from that person as the Agent of the Tenant and will not confer on the third party any rights as the Tenant.

## 7 **Rent Increase**

7.1 The Rent will increase at the end of the fixed term ("the Rent Increase Date"). This increase will be calculated in line with the change in the Retail Price Index since the start of the Tenancy, unless expressly agreed otherwise. To avoid doubt if the Landlord does not increase the rent in any year this will not affect the Landlord's rights to increase the Rent in subsequent years.

## Schedule 4 Dealing with the Deposit

*The following clauses set out:*

- ***what the Landlord will do with the Deposit monies paid by the Tenant under clause 3 of the Particulars;***
- ***what the Tenant can expect of the Landlord, when the Landlord deals with the Deposit;***
- ***the circumstances in which the Tenant may receive less than the sum paid to the Landlord, as a Deposit at the conclusion of the Tenancy; and***
- ***the circumstances in which other monies may be requested from the Tenant.***

### 1 Deposit

- 1.1 The Landlord shall be sent to the MYDEPOSITS who will place the Deposit in a nominated Client account. Any interest earned on the Deposit shall be paid to the Tenant by MYDEPOSITS.
- 1.2 The Landlord shall notify the Tenant in writing of any deduction to be made under this Agreement within thirty days of the end of or earlier termination of the Tenancy except in case of dispute. That notice shall specify the amounts to be deducted and the reasons for any deductions to be made. MYDEPOSITS will be notified of the agreed deductions. No deduction will be made from the Deposit without the written consent of both parties.
- 1.3 After the end of the Tenancy MYDEPOSITS shall return the Deposit, to the Tenant except in case of dispute subject to any deductions made under the Agreement, within thirty days of the end of the Tenancy or any extension of it.
- 1.4 If the amount of monies that the Landlord is entitled to deduct from the Deposit under this Agreement exceeds the amount held as the Deposit, the Landlord may require the Tenant to pay that additional sum to the Landlord within fourteen days of the Tenant receiving that request in writing.
- 1.5 The Landlord with the written consent of the Tenant may request MYDEPOSITS to deduct monies from the Deposit to compensate the Landlord for losses caused for any or all of the following reasons:
  - any damage to the Room in the Property and the Fixtures and Fittings caused by the Tenant or arising from any breach of the terms of this Agreement by the Tenant;
  - any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Room or any of the Common Parts (whether or not the Landlord consented to its presence as set out in the Tenancy Agreement);
  - any sum repayable by the Landlord to the local authority where housing benefit or Local Housing Allowance has been paid direct to the Landlord, by the local authority;
  - any other breach by the Tenant of the obligations of this Agreement;
  - any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;
  - any unpaid account or charge for water, electricity or gas or other fuels used by the Tenant in the Room;
  - any unpaid telephone charges.



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- 1.6 The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that MYDEPOSITS holds the Deposit or any part of it.

**Protection of the Deposit**

- 1.7 The Deposit is safeguarded by the Deposit Protection Service, which is administered by: Deposit Protection Scheme ("MYDEPOSITS")  
Name: MyDeposits is administered by HFIS plc, trading as Hamilton Fraser  
Address: 1st Floor Premiere House Elstree Way Borehamwood WD6 1JH  
Telephone number: 0333 321 9401  
Email Address: [info@mydeposits.co.uk](mailto:info@mydeposits.co.uk)  
Fax Number: 08456 343403

**At the end of the Tenancy**

- 1.8 The Landlord must tell the Tenant as soon as practicable after the end of the Tenancy if they propose to make any deductions from the Deposit.
- 1.9 If there is no dispute the Landlord will keep or repay the Deposit, according to the agreed deductions and the conditions of the Tenancy Agreement. If agreement cannot be reached any of the parties can refer the matter to MYDEPOSITS for adjudication up until ninety days after the end of the Tenancy.
- 1.10 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 1.8 and 1.9 above.

**Joint Tenant Consent to Adjudication**

- 1.11 There being multiple persons forming the Tenant each person forming the Tenant agrees with the other that any one of them may consent on behalf of all the others to use alternative dispute resolution through MYDEPOSITS to deal with any dispute about the Deposit at the end of the Tenancy.



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## **Schedule 5 Specially Negotiated Terms**

The following terms have been specifically negotiated and agreed between the Landlord and the Tenant. It is further agreed that where any term within these Specially Negotiated Terms contradicts any Terms found elsewhere in the agreement, that the Term in the Specially Negotiated Terms shall prevail.

### 1. House Rules:

- No Pets allowed on the premises
- No Smoking, anywhere on the premises
- No drugs or excessive alcohol to be used anywhere on the premises
- Never cover, disable or interfere with smoke alarms or the fire system
- Keep fire exit and gangways clear at all times
- Not to burn any candles, incense sticks or any other substances in the property
- Only those named on the contract can live in the property
- Always clean the kitchen and appliances after use
- Always clean the bathroom and W/C after each use
- To promptly remove and dispose of your expired food items
- Keep personal items in your own room
- No unreasonable noise which can be heard outside the room, and especially between the hours of 10pm - 8am.
- Consideration must be exercised with the use of audio equipment and headphones should always be considered as an alternative.
- No anti-social behaviour At all times, to show respect for one another and to share the property peacefully, amicably and considerately with others.
- To ensure that the rubbish/refuse in the appropriate location for collection on the appropriate days.



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w: [www.cityrooms.com](http://www.cityrooms.com)

Signatures to the Agreement

**\*DO NOT SIGN THIS AGREEMENT IF YOU DO NOT WANT TO BE BOUND BY IT\***

**SIGNED**

Mr/Ms xxxxx  
**TENANT**

**SIGNED**

By, or for and on behalf of, the  
**LANDLORD**



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w: www.cityrooms.com

## Schedule 6

### Guarantor Agreement

1.1 In consideration for the Landlord granting the Tenant a tenancy of the Property, the Guarantor agrees to pay the Landlord or Landlord's Agent for any reasonable losses suffered as a result of the Tenant failing to fulfil any of his obligations under this agreement or failing to pay Rents or other monies lawfully due.

1.2 The Guarantor agrees to pay, on demand and in full, any overdue Rent or other monies lawfully due under this agreement for the full Term and until vacant possession is given to the Landlord.

1.3 The Guarantor agrees to make payments lawfully due under Schedule 6 clause 1.1 or 1.2 even after the Tenant has returned possession of the Property to the Landlord.

Signatures to the Agreement

**\*DO NOT SIGN THIS AGREEMENT IF YOU DO NOT WANT TO BE BOUND BY IT\***

**SIGNED**

By, or for and on behalf of, the  
**LANDLORD**

**SIGNED**

**GUARANTOR**  
Mr/Ms xxxxx

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