

NON-ASSURED  
TENANCY AGREEMENT

**APRIL** 2018 EDITION

RESIDENTIAL LANDLORDS ASSOCIATION

SAMPLE

# Non-Assured Tenancy Agreement



## Important

This agreement must only be used if:

- the property is not or will not be the tenant's only or main home; or
- the rent is less than £250 a year; or
- the rent is more than £100,000 a year: or
- the landlord is a resident landlord in the same building but does not share any living accommodation with the tenant (for example, the kitchen, living room or bathroom).

Date:

This agreement is between us:

b

the landlord(s)

and you (individually and together):

c

the tenant(s)

(Please tick the appropriate box.)

The rent is:  every:

calendar month	<input type="text" value="e"/>
4 weeks	<input type="text" value="f"/>
2 weeks	<input type="text" value="g"/>
1 week	<input type="text" value="h"/>

You must pay the rent for the month, weeks or week to come (whichever applies).

The rent must be paid in advance. The first rental payment is for the rental period beginning on the start date specified in A2. After that rent is to be paid on the first day of every rent period which follows while the tenancy lasts.

## Non-Assured Tenancy Agreement



### A We let out the property at:

1

i

to you (individually and together if there is more than one of you) as well as the furniture, fixtures and household belongings that are on the list that you and we signed. The amount of rent is shown on the previous page and both you and we must keep to the terms below.

2

You will have the property and the furniture for j

starting on k to 11 am on l

If, at the end of this time, you want to continue the tenancy and you have not already received from us one month's notice to end the tenancy, it will carry on from month to month as a monthly contractual tenancy. You must give one month's notice to end it. We must give at least one month's notice to end it. Any notice must end on the last day of a period of the tenancy.

3

We will let the property to you (individually and together) and only you and

m

will be allowed to live there.

4

No children are allowed to live in the property without our written permission (which we will not withhold unreasonably).

5

No animals are allowed in the property without our written permission (which we will not withhold unreasonably). We can withdraw this permission if we have a good reason.

6

You have to pay a deposit of n £ (We will not pay interest on this.)

You will get the deposit back when this agreement ends and you leave the property, as long as you have kept to all the agreements and conditions and you have paid all the rent and bills for the property. If you do not do so, we may take from your deposit any rent or other money you owe us, reasonable compensation if you have broken any of your agreements, or the reasonable cost of making good any damage which is not caused by fair wear and tear. We will keep the deposit until you have produced satisfactory proof that you have paid the utility bills (electricity, gas, water and phone) for the property. If you fail to provide proof, we may pay from your deposit any charges you owe and claim these from you. If we cannot agree amounts for any condition you break, the matter will be decided by the county court unless we agree on some other way of dealing with the dispute.

7

You cannot use the deposit to pay rent under this agreement.

8

If you owe rent or any other money under the agreement, you will have to pay interest on this amount from the date that it should have been paid. The interest rate is 3% above the base rate used by the Royal Bank of Scotland. This rate may apply before, as well as after, a court judgment has been made against you, depending on the terms of the court judgment.

9

We may keep keys to the property.

10

You must pay our administration fee of o £ for entering into this tenancy. (If none is due insert NIL)

11

If there is shared access to the property you are entitled to use the shared entrance, stairways, halls, landings and so on to the property but we may come on to the property if this is necessary to access other parts of the building.

## Non-Assured Tenancy Agreement



- 12 We may remove, store, sell or otherwise get rid of any furniture or goods which you refuse or fail to remove from the property at the end of the tenancy. Normally we will store your furniture or goods for a minimum of 14 days after the end of the tenancy. However, we may dispose of any perishable, harmful or unpleasant items and also any items which reasonably appear to us to be waste or refuse without having to store them. Other items which have to be stored may be disposed of by us after this 14 day period where we reasonably consider them not to be worth selling because they are of little or no value (taking into account the costs likely to be incurred and the practicalities involved). Any remaining items will not be sold or disposed of without us first contacting you to notify you or, if we are unable to do so, taking reasonable steps to try to contact you. You will be responsible for reasonable costs which we may have because of this. Likewise, we may make reasonable charges for storage. We are entitled to take the costs (including any storage costs) and any money you owe us from any money made from selling furniture or goods.

### **B You must do the following:**

- 1 Pay rent on the days and in the way we have agreed.
- 2 Pay our reasonable costs for sending reminder letters. These will be  for each reminder.
- 3 Pay our reasonable costs for any cheque that does not clear or any unpaid direct-debit, credit or debit-card payment or standing order. These will be  each time this happens.
- 4 Keep the inside of the property in at least as good a condition as it was when the tenancy started (apart from fair wear and tear). Also, at the end of the tenancy you must leave all furniture and fixtures in the rooms or places they were in at the beginning of the tenancy.
- 5 Repair any damage that you have done deliberately or that was caused by the neglect or carelessness of you or anyone else living in or visiting the property. This includes repairing damage caused in this way to the property and, if it applies, the building in which the property is based and any shared areas, replacing any broken glass in windows and repairing or replacing any damaged fittings and installations. If you do not repair the damage you are responsible for, we can claim the reasonable cost of making good this damage or we may give you written notice asking you to repair the damage within a reasonable period of time, depending on the repairs that need to be done. If you fail to do this within the period of notice given, we may then enter the property (after giving you at least 24 hours' notice in writing) and carry out the work. You will have to pay us for the reasonable cost of this work.
- 6 Pay all electricity, gas and phone, water and council tax bills relating to the property that apply during the tenancy.
- 7 Take reasonable precautions to prevent frost or similar damage to the property. If the property is going to be empty overnight or for more than 12 hours when the weather is likely to be cold, you must leave enough heating on to prevent the water system freezing, or turn off the water supply at the main stopcock and open all the other water taps and valves in the property to drain the tanks of hot and cold water.
- 8 Whenever you leave the property unattended, you must lock all the doors and windows and put the burglar alarm on (if there is one). You should tell us if the property is going to be empty for more than seven days in a row.
- 9 If you leave the property before this agreement ends, you must pay our reasonable costs for reletting the property and pay the rent until a new tenant moves in. We do not have to take the property or the tenancy back unless we want to do so.
- 10 Allow us or our agents to come into the property at all reasonable hours of the day to inspect the condition of the property, to carry out repairs or to do other work which we must carry out by law. We will give you at least 24 hours' written notice if we are going to enter the property. You must let us enter the property immediately if there is an emergency.
- 11 Tell us about any repairs or faults that we are responsible for in the structure or outside of the property, in any installation or where applicable in the shared areas.
- 12 Park vehicles in your garage (if there is one) or on your parking space only and without causing an obstruction.
- 13 Pay the reasonable costs for replacing locks if you fail to return any key.

## Non-Assured Tenancy Agreement



- 14 Pay any reasonable cost for getting replacement keys.
- 15 Allow possible new tenants and buyers to look at the property (on at least 24 hours' written notice) during the tenancy.
- 16 Be jointly and individually responsible for paying all the rent you have to pay under this agreement and keep to all the terms of this agreement.
- 17 Defrost the fridge when necessary. You will be responsible for the reasonable cost of making good any damage that is caused because you have not done this.
- 18 Be responsible for looking after the garden. You must keep it tidy and cut any grass regularly, but you do not have to improve the garden.
- 19 Pay reasonable charges (including our own costs) for preparing and checking any inventory or condition schedule at the beginning and end of the tenancy.
- 20 At the end of the tenancy, leave the property and our fixtures and fittings in as good a condition as at the start of the tenancy (apart from fair wear and tear) and free from rubbish.
- 21 It is a condition of this tenancy that anyone occupying the property as their only or main home is in possession of a Right to Rent as set out by s22, Immigration Act 2014 at all times.

### **C You must not do the following:**

- 1 Alter or add anything to the outside or structure of the property, or the furniture, fixtures and household belongings that are on the list that you and we signed. You must not bring into the property any furniture, fixtures or household belongings which do not meet the Furniture and Furnishings (Fire) (Safety) Regulations. You can get information about these regulations from your local Trading Standards office.
- 2 Do anything which may be a nuisance or annoy us or the neighbours. You must not play any radio, CD, record player, television or similar equipment or any musical instrument in a way that will cause a nuisance, annoy the neighbours or be heard outside your home between 11 pm and 7.30 am.
- 3 Bring bicycles, motorcycles and prams into the property without our written permission (which we will not withhold unreasonably).
- 4 Bring any furniture into the property without our written permission (which we will not withhold unreasonably).
- 5 Tamper with any fire precautions.
- 6 Hang pictures or posters on the walls without our permission, in writing (which we will not withhold unreasonably).
- 7 Use Blu-Tack or any similar type of adhesive on the walls.
- 8 Sublet the property or any part of it, or give up the property or any part of it to someone else. And if you do so (even if we have consented) you will be liable for carrying out all Right to Rent checks as set out by s22, Immigration Act 2014, on any sub-tenants or other occupiers you allow into the property and you will compensate us for any losses, damages, cost, or fines we face as a result of you failing to carry out any right to rent check correctly.
- 9 Transfer the tenancy to someone else without our permission, in writing (which we will not unreasonably withhold).
- 10 Carry out any profession, trade or business in the property.
- 11 Display any permanent notice on the property.
- 12 Use the property as anything other than a private home.
- 13 Block, or allow guests to block, any of the shared areas, if this applies.
- 14 Dry washing inside the property, except in a ventilated room suitable for such purposes.
- 15 Use any paraffin or portable gas heater.

### **D We agree to do the following:**

- 1 Keep the property insured against fire and other usual risks as long as insurance cover is available on reasonable terms.
- 2 Let you have free access to the steps, entrance hall, stairs and all shared areas if this applies.
- 3 Be responsible for servicing and maintaining any gas heating system and making sure that all gas appliances in the property are checked by a Gas Safe registered technician every year, in line with the Gas Safety (Installation and Use) Regulations 1998.

## Non-Assured Tenancy Agreement



- 4 Be responsible for making sure that any furniture we provide keeps to the Furniture and Furnishings (Fire) (Safety) Regulations.
- 5 Give you back any part of the rent that you have paid for any period that the property could not be lived in because of fire or any other damage that we are insured for.
- 6 Keep the structure and outside of the property in good repair.
- 7 Keep the gas, water, electricity, heating and water-heating installations in good repair and proper working order.
- 8 Refund any rent you have paid which relates to a rental period which starts after the tenancy ends.

**E** If we need to serve any notice on you (including any notice which the law says we must give you), we will deliver it by hand or send it to you by first-class post to the property address. This means that notices are served on you once they are put through your letterbox, even if you do not receive them because you have moved. **If you give us another address to send notices to, any notice served at that address will be valid if it is posted by first-class post or left at that address.**

If you need to serve any notice on us, you must deliver it by hand or send it by post to the following address.

**We may tell you that this address has changed.**

**F We may repossess the property if:**

- you fail to pay us rent 14 days after it is due, whether you have been asked for it or not;
- you (or any of you) become bankrupt;
- you break any of the terms of the tenancy;
- any statutory ground for repossessing the property applies.

**IMPORTANT WARNING:** We need a court order to repossess the property. You should contact a solicitor, citizens advice bureau or legal advice centre, who will tell you what this means.

Our signature:

Your signature  
(or signatures):