

UK-PRres29

Common law tenancy agreement with service charge

This agreement is dated: [date]

The "Landlord" is: [■■■■■■■■■■■■■■■■■■■■■■]

The "Tenant" is: [name ■■■■■■■■■■■■■■■■■■■■■■]

[name and address of second tenant]

[name and address of third tenant]

The "Guarantor" is: [■■■■■■■■■■■■■■■■■■■■■■]

The "Agent" is: [■■■■■■■■■■■■■■■■■■■■■■].

It is now agreed as follows:

1. Definitions

The following definitions apply to this agreement.

["Building"] means the building of which the Property forms part, together with paths, drives entranceway, hall, stairs, ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■.]

"Conduit" means any medium through which a service is supplied to any property. (■■■■: ■■■■■■■■■■■■■■■■■■■■■■)

"Deposit" means the deposit which will be paid by the Tenant on or before the date of this agreement against the cost to the Landlord of making ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■.

"Inventory" means the list of items in the Property, as agreed by both parties and ■■■■■■■■■■■■■■■■■■■■■■1 ■■■■■■■■■■■■■■■■■■■■■■ ■■■■.

"Property" means the dwelling known as [insert full ■■■■] ■■■■■■■■ ■■:

the fixtures and fittings specified in the ■■■■ (■■■■■■■■■■);

The use of any rights of access, paths, drives entranceway, hall, stairs, landing and any other things reasonably ■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■.

"Insurance Rent" means the premium, net of any commission, paid by ■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■.

"Service Charge" means a fair proportion of the ■■■■■■■■■■■■■■■■■■■■■■.

6. Management and use of the Property

The Tenant promises to:

- 6.1. use the Property only as a residence and not operate a business at the Property [other than a business defined as a Home Business in S43ZA of the Landlord ■■■■■■ 1954], ■■■■■■ , ■■■■■■ .
- 6.2. not sub-let or license any space in the Property, under any arrangement whatever, including, for the avoidance of doubt, ■■■■■■ .
- 6.3. not allow any other person to share possession or occupation of ■■■■■■ .
- 6.4. inform all suppliers of domestic services of his name and address for the payment of bills and will pay all those bills immediately on demand ■■■■■■ ;
- 6.5. pay whatever council tax is due in respect of the Property, even ■■■■■■ ;
- 6.6. Not make any alterations, improvements or ■■■■■■ .
- 6.7. not allow service to the fixed telephone line be disconnected, but if he does so, ■■■■■■ - ■■■■■■ .
- 6.8. not decorate the Property externally.
- 6.9. not change or remove any of the Landlord's installations, ■■■■■■ , ■■■■■■ .
- 6.10. not remove from the Property or the Building any of ■■■■■■ .
- 6.11. not change or install any locks on any doors or windows nor have additional keys made for any ■■■■■■ .
- 6.12. not place any advertisement or notice on the outside of the Building or where it may ■■■■■■ .
- 6.13. ensure that the burglar alarm and fire alarm ■■■■■■ .
- 6.14. pay the license fee for each ■■■■■■ .
- 6.15. notify the Landlord if he intends to leave the Property vacant for a period in excess of [21 consecutive days] and in such a case, the ■■■■■■ .

[illegible]

The Tenant agrees with the Landlord to:

- 6

9.2.2 re-entering the Property if it is no longer occupied by the Tenant or anyone .

9.3. If the Landlord exercises this right of forfeiture, his doing so does not .

10. Interest on overdue payments

When the Rent or any other sum due by the Tenant under this agreement is overdue, even if the Landlord has made no demand for it, interest shall be due on the overdue sum from the date when it became due until the , [5] % .

11. Insurance

11.1. The Landlord agrees to insure the Property and, if he so wishes, the Landlord's fixtures, fittings and effects, against such risks as are normally covered by .

11.2. The personal effects of the Tenant will not .

11.3. The Tenant shall not (nor allow others to) do anything that could .

11.4. The Tenant shall be responsible for insuring against occupiers liability in respect of .

12. Compliance with Head Lease

12.1. In this paragraph, the term "Head Lease" means a lease made between a freeholder and a tenant in circumstances where the tenant then , - .

12.2. In this agreement, "Landlord" means the " " .

12.3. The Landlord holds the Building / / [30] [] .

12.4. The Head Lease contains positive and negative covenants just as this - / / , .

- [illegible]

16. Inventory and return of Deposit

- 16.1. The Landlord will prepare the Inventory. The
 .
 .
- 16.2. The Landlord may take meter readings , , ,
 , .
- 16.3. The Landlord may agree a deduction from the Deposit of a sum which properly
 .
 .
- 16.4. In any case where the Landlord chooses to have an item repaired or replaced,
 [4]
 .
- 16.5. If the Tenant does not agree to a sum claimed ,
 .
- 16.6. The Landlord may then accept the quotation and pay for the work.
 .
 .

Signed by the [Landlord / Agent]:

[Witness name]

and address [address]

Signed by first named [Tenant]:

[Witness name]

and address [address]

Signed by second named [Tenant]:

[Witness name]

and address [address]

Signed by the [Guarantor]:

[Witness name]

and address [address]

Schedule 1: Inventory

[illegible]

Property / Item	Condition (1 – 10 , 10 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■)	Cleanliness/ Damage	Current cost to replace / repair (£)
Living room	9	Recently decorated, no chips in paintwork.	
Sofa	8	Small mark on left arm	600
Curtains	9	New	500
Coffee table	7	wobbly leg	200
Kitchen	8	Everything in good working condition but not new	
Waste bin	10	New	30
Fridge	8	Two years old but as new	200
Washing machine	8	Two years old but as new	150
Cutlery set (6 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ , ■ ■ ■ ■)	10	New	30
Window blind	8	Faded	60

Office	6	Not recently ■■■■■ . ■■■■■■■■■■ ■, ■■■■■■■■■■■■■■■■■■■■ ■	
Desk			
Office chair			
Waste bin			
curtains			
Master Bedroom			
King bed			
carpet			
curtains			
Side tables (x2)			
Rug			
Bedside lamp (x2)			
Bedroom two			
Other			

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- [illegible]

4. Services and payments excluded from the Service Charge

_____,
_____:

5.8.

.....
.....
.....

Explanatory notes:

Common law tenancy agreement with service charge

General notes

1. This agreement

[illegible]

2. Dressing up the document

[illegible]

3. What you should delete

[illegible][illegible][illegible]

4. Date of document

[illegible]

5. Who is the tenant?

[illegible]

6. Witness to signatures

[illegible]

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Paragraph specific notes

Notes following the numbered paragraphs

1. Definitions

We have no comment.

2. Creation of tenancy

[illegible][illegible]

3. Rent and Service Charge

10. Interest on overdue payments

We have no comment.

11. Insurance

Edit as required.

12. Compliance with the Head Lease

Delete the entire paragraph if not required.

If your headline is dated more than, say, 30 years ago, the text is likely to be more

In any event, it is essential that you, the landlord, pass the headlease obligations to the present sub-tenant. It is important that you check that each covenant or other obligations

.....

.....,

.....

......

[illegible]

We suggest that many tenants will be discouraged from taking a tenancy of your property

.....

.....

13. Guarantor(s)

For various reasons, many _____ . _____
 _____ “ _____ ”.

First, it covers “all losses” and $\sum_{t=0}^{\infty} \gamma^t \ell_t(\theta) \leq \frac{1}{\eta} + \frac{1}{\eta} \sum_{t=0}^{\infty} \gamma^t \ell_t(\theta)$.

Third, we have made it an indemnity

Finally, this paragraph provides that the guarantee still stands, even if the [REDACTED]
[REDACTED]. [REDACTED],
[REDACTED]. [REDACTED]
[REDACTED].

The question of when to insist on a guarantor is always tricky. There

[illegible]

Either party may benefit from a

These ■■■■■■■■■■.■■■■■■■■■■.

It is important that the time frames which you ■■■■■■, ■■■■■■
 ■■■■■■
 ■■■■■■ 10 ■■■■.

[illegible]

18. Waiver

19. Jurisdiction

[illegible][illegible]

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Case law requires “
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