# 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 "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 present the presen "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

means the premium, net of any commission, paid by ■ ■ ■ ■

means a fair proportion of the

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"Insurance Rent"

"Service Charge"

"Services"		means the services supplied by the Landlord to maintain the Property and the remainder of the Building. A list of Services	
"Term"		means a fixed period of [number] $\blacksquare$	
Creat	tion of t	enancy	
2.1.	The Landlord now lets the Property, the Tenant now takes the Property and the Guarantor joins in, for the Term, at the Rent,		
2.2.	At the end of the Term the Landlord may apply to the court to take back the possession of the		
2.3.	In this agreement, a promise by the Tenant not to do something also implies that the Tenant •••••••••••••••••••••••••••••••••••		
2.4.	If there is more than one tenant, the term "Tenant" applies to each of them jointly and individually. Each tenant enjoys the rights granted		
Rent	and Se	rvice Charge	
3.1.	The Rent is: £ [amount] per month payable by equal payments in advance, the first payment being due on [date]		
3.2.	Before taking occupation, the Tenant shall pay the reasonable costs of the Landlord for the preparation of this agreement $\blacksquare \blacksquare \blacksquare$ .		
3.3.	The Ter	nant shall pay to the Landlord:	
	3.3.1	the Rent;	
	3.3.2	the Insurance Rent;	
	3.3.3	the Service Charge;	
	3.3.4	a fair proportion (decided by a surveyor nominated by the Landlord) of the cost of repairing maintaining and cleaning party walls, party structures, yards, gardens,	

3.4.	For each of the above payments, an appropriate apportionment shall be made for the period from now until		
3.5.	The Tenant shall also pay to the Landlord costs, including professional ■ ■ ■ ■,		
	3.5.1	any works to the Property which the Landlord	
	3.5.2	dealing with any application by the Tenant for consent or approval, ■ ■	
	3.5.3	preparing and serving a notice of a breach of the Tenant's obligations, under section 146 of the Law of Property Act 1925,	
	3.5.4	preparing and serving a schedule of dilapidations either during the Tenancy Period	
3.6.	-	ts to the Landlord shall be made by [direct debit / Internet / electronic / other] to the bank account of the Landlord, details	
3.7.		the above provisions, the Tenant need not pay Rent for a period of [ $\blacksquare$	
3.8.	The Tenant will pay all Council Tax due		
The D	eposit		
4.1.	The Deposit shall be: £ [amount].		
4.2.	The Deposit is paid to the Landlord upon the signing of this agreement. It is paid as security for		
4.3.	due date	ent or other sum due to the Landlord is not paid within thirty days of its then the	
4.4.	If this ha	ppens the Landlord is entitled to demand from the Tenant a further sum	
4.5.		wenty eight days of the Tenant vacating the Property, he ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■	

4.6.	The Landlord may keep any interest that has accrued on the Deposit money for the duration of the tenancy. The Deposit				
Repairs and maintenance					
-	Both parties agree that the Inventory accurately reflects the condition ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■				
The Te	nant now promises that he will:				
5.1.	keep clean, in good repair and in accordance with the Inventory ( $\blacksquare$				
	5.1.1 the interior of the Property;				
	5.1.2 the carpets, curtains and all other				
	5.1.3 all fixtures and fittings.				
5.2.	keep the interior of the Property				
AND/C	PR .				
5.3.	not redecorate the interior of the Property without ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■				
5.4.	maintain in full working order all electric and mechanical goods placed in the Property for the joint use of the Tenants. The Tenant accepts that this obligation is joint				
5.5.	not fix pictures to ceilings, walls or				
5.6.	clean, maintain and keep free from blockages and obstructions all baths, sinks, lavatories, cisterns,				
5.7.	clean the inside and outside of all windows of the Property at least once every eight				
5.8.	maintain the garden and keep it neat and tidy and free from $\blacksquare$				
5.9.	repair any damage to the Property or to the Landlord's fixtures and fittings or to the common parts caused by the Tenant or any visitor of the Tenant to the Property,				
5.10.	if any item becomes damaged, replace or repair it so that it reflect the condition [specified = = = = = = = = = = = = = = = = = = =				

# 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

6.16.	whenever the Property is left unattended, the Tenant will fasten all locks to all doors and windows and activate ••••••••, •••••, ••••••••••••••••••••		
6.17.	notify the Landlord immediately or as soon as reasonably possible • • • • • • • • • • • • • • • • • • •		
6.18.	allow the Landlord, his Agent or contractors access to the Property at reasonable hours during the day, to inspect the condition of the Property or to carry out repairs or other works to the Property or to any other part of		
6.19.	allow the Landlord to fix and maintain a "For sale" or "To let" ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■		
6.20.	allow the Landlord or his Agent access to the Property at reasonable hours during the final [28 days] of the tenancy, to show • • • • • • • • • • • • • • • • • • •		
Day 1	to day management		
The T	enant agrees with the Landlord to:		
7.1.	maintain and keep in good order white goods such as a refrigerator ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■		
7.2.	not smoke tobacco or any other herb or		
7.3.	put out rubbish for collection and clean and maintain the whole of the Shared Parts in common with other tenants. This obligation is joint		
7.4.	ensure that all reasonable steps are taken to avoid damage • • • • • • • • • • • • • • • • • • •		
7.5.	test the smoke detectors at the Property at least once a month; replace the batteries when required and notify the Landlord in writing of		
7.6.	not keep or allow pets of any kind in		
7.7.	not to keep any caravan, boat, trailer or similar chattel in		

			ents or device which may be heard outside of the <b>E E E E E E E</b> [ 22 : 00 <b>E E E E</b> ].		
	7.9.		g or allow to be hung any clothes or other articles ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■		
	7.10.		ct any television aerial or satellite dish or apparatus on the exterior of the g,		
	7.11.	not cau	se nuisance or annoyance to the Landlord, ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■		
	7.12.	them w	I immediately to the Landlord any correspondence addressed to either of hich is delivered to or left at the		
8.	Landlord's promises				
	The Landlord now promises to:				
	8.1.	comply	with all of his statutory obligations.		
	8.2.	return to the Tenant any portion of rent paid for any period that the Property cannot be inhabited as a result			
	8.3.		errupt or interfere with the Tenant's right to quiet possession and ent of the Property (provided the Tenant pays the		
9.	Forfeiture of the right to occupy				
	9.1.		ndlord can forfeit the right of the Tenant to occupy the		
		9.1.1	the rent, or any other sum owing by the Tenant under this agreement, is		
		9.1.2	the Tenant has breached any of the terms of this agreement, then the Landlord		
		9.1.3	the Tenant shall be made bankrupt or enter into any form of voluntary		
	9.2.	The Lar	ndlord can do this by either:		
		9.2.1	serving the appropriate notice and obtaining		

not allow the noise or operation of any sound producing (including musical)

7.8.

		anyone			
	9.3.	If the Landlord exercises this right of forfeiture, his doing so does not ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■			
10.	Inter	est on overdue payments			
	even i from t	the Rent or any other sum due by the Tenant under this agreement is overdue, if the Landlord has made no demand for it, interest shall be due on the overdue sum he date when it became due until the   [5]%   [5]%   [5].			
11.	Insu	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.	Com	pliance 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 / = = = / = = = = = = = = = = = = = =			
	12.4.	The Head Lease contains positive and negative covenants just as this ■ ■ ■ - ■			
		//			

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

9.2.2

12.5.	It is an absolute condition of ••••••••••••••••••••••••••••••••••					
	List relevant covenants here					
Guar	Guarantor(s)					
13.1.	The Guarantor agrees with the Landlord to indemnify the Landlord against all losses incurred					
	EE.					
13.2.	Even if the Landlord gives the Tenant extra time to					
13.3.	This obligation is imposed as an indemnity and not as a					
13.4.	This agreement stands independently					
13.5.	The Guarantor further agrees with the Landlord that if the Landlord, at any time, wishes to vary the Tenant's obligations under this agreement, the Landlord is to give the					
Term	ination and break clause					
	enant or the Landlord shall have the right to terminate the tenancy at any time from d of the first					
Tana						
rena	nt's departure					

14.

	15.1.	obtain up-to-date			
	15.2.	return all the keys to the Property			
	15.3.	remove all furniture owned by the Tenant, and all personal effects and rubbish			
	15.4.	pay for and provide receipts for			
	15.5.	pay for and provide receipts for the			
	15.6.	pay for and provide			
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,			
	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.			

1	16.7.	If there is a dispute as <b> </b>
1	16.8.	Within [56 days] of the departure of the
ı	Notic	es
1	17.1.	As an alternative address, the Tenant provides:
		[address given by Tenant]
1	17.2.	Any communication to the Tenant shall satisfy any legal requirement if sent
1	17.3.	Any communication to be served on either of the parties by
		It shall be deemed to have been delivered:
		if delivered • • • • • • • : • • • • • • • • • • •
		if sent by post = = = = = = = = = = = : = = = 72 = = = = = = = = = = = = = = =
		if sent by e-mail to the address from which
		if sent by SMS to the mobile number from which
•	Waiv	er
1	No fail ■ ■ ■	ure or delay by any party to exercise any right,
,	Juris	diction
-	This a	greement shall be governed

18.

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]
[Witness name] and address [address]
and address [address]

# **Schedule 1: Inventory**

In this paragraph "Reasonable Wear and Tear" means the amount of damage and deterioration	on
that a reasonably careful occupier would cause ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	■,
■■■"■■■".	

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			

# **Schedule 2: the Service Charge and Services**

## 1. Definitions

,-	
"Accountant"	
"Accounts"	
"Common Parts"	
"Fair Proportion"	
"Financial Year"	••••••
"Other Let Premises"	••••••
"Plant"	., ,
"Surveyor"	
"Total Cost of Services"	

. . . . . . . . The amount payable 2. 2.1. ..................................... .................. 2.2. --. 2.2.1 ................................ ............ ............ ------................ 2.2.2 --------------------2.2.3 ------2.3. ........................ 2.4. 2.5. 

...........

## 3. The Services which constitute the charge

The Services are:

"Unlet Space"

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

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

3.1.	
3.2.	;
3.3.	;
3.4.	,;
3.5.	placing and running maintenance contracts for the Services;
3.6.	
3.7.	,
3.8.	cleaning the windows and other glass;
3.9.	;
3.10.	
3.11.	];
3.12.	;
3.13.	
3.14.	
	ces and payments excluded from the Service Charge

	4.1.	;
	4.2.	;
	4.3.	;
	4.4.	;
	4.5.	;
	4.6.	••••••
5.	Servi	ce Charge accounts
	5.1.	
	5.2.	
		••••••
	5.3.	
	5.4.	,
	5.5.	
	5.6.	
	5.7.	

5.8.

## **Explanatory notes:**

## Common law tenancy agreement with service charge

## **General notes**

<ol> <li>This agreeme</li> </ol>	n	t
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This agreement has been drawn to protect a landlord as far as possible. However, that is relative. Residential tenancy is fraught with problems. If you go to court on the strength of an agreement which appears to disadvantage the tenant, it is certain that the judge will rule against you.

## 2. Dressing up the document

### 3. What you should delete

It is important to retain the words "The landlord hereby lets the Property . . . . . etc". Without them, the tenancy intended will not be created. The result could well ■ ■ ■ ■ ■

In general, a good rule to follow is that you shouldn't delete a provision unless you understand the legal meaning and the reason for inclusion. In summary, if in doubt, leave it in. The document is well considered and

### 4. Date of document

The document should be dated with the date it is signed. There is provision for insertion of the term of the tenancy, which

#### 5. Who is the tenant?

The "Tenant" is referred to in the masculine singular for convenience. There is no reason in law why you should not change every single reference to the plural if you so require,

Witness to signatures
Strictly speaking, the document does not need to be witnessed, but to prevent fraud, it is good practice to insist on a witness when you do not know the tenants personally and
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8. Document review service

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Once you have edited the document for final use, you may remove the

Please contact our support team at support@netlawman.co.uk for further information.

# Paragraph specific notes

Notes following the numbered paragraphs

#### 1. Definitions

We have no comment.

### 2. Creation of tenancy

Do not use this agreement for a tenancy term of more than 7 years. Most agreements are for 6 months or 12 months. Of course, there is no reason why a new agreement should not

Joint and several liability is most important in a situation where more than one person shares responsibility. So you can specify that each of several parties to an agreement is liable for the whole of an obligation. In law, that would not apply to other people, like tenants of other flats in the same block because they are not parties to this 

...

3. Rent and Service Charge

	Edit freely to comply with whatever management arrangements you have in place. To a great extent, this will depend on the type of property you are letting. A single room will probably be let with many services paid in
4.	The Deposit
	A substantial deposit acts as a strong incentive to the Tenant to keep the property in best order. If you are using this agreement to let to more than one tenant, then you will take one deposit from them - even if they give you separate cheques. But if you are letting one property to more than one person, each as
5.	Repairs and maintenance
	Tenant's promises - the old word "covenants" may be used if preferred.
	We have provided here and in the two paragraphs following, a menu of items. Some overlap.
	Generally, you should make sure this paragraph ties in with
6.	Management and use of the Property
	Subsection 7.1 is very important. You have a choice. Before 1 st October 2015, if a tenant conducted a business from his rented house, he could acquire the rights available to any business tenant under the Landlord
	The Small Business, Enterprise and Employment Act 2015 inserted a new provision into the 1954 Act. S 43ZA
	Very simply, that means you no longer have to worry if your tenant carries on a home business from your residential
	**********
	A home business tenancy
	A. a dwelling-house is a second secon

1.	to
ii.	permit a home business to be carried on in the dwelling-house, or permit the immediate
iii.	do not permit a business other than a home
prohibit. It jus	s provision gives to right to your tenant to do anything you might wish to t makes sure that only residential
Day to day n	nanagement
We have no c	omment.
Landlord's p	promises
responsibility and pipes etc.	st be aware of the strict legal requirements and their consequent strict for the safe installation and maintenance of gas appliances, flues, meters Landlords have a duty to have these checked once every twelve months ecords of all
•••••	
for domestic ι	and Furnishings Fire Safety Regulations impose fire resistance standards upholstered furniture, furnishings and other products containing andlords should check to ensure
Forfeiture of	the right to occupy
property law t	egal term, a relic from long ago. However, it has a very specific meaning in oday. As a verb, it means to lose or
	m your tenant. The agreement of either party

8.

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 headlease 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
	You should also check that there is no duplication in the covenants from
	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
	Third, we have made it an indemnity
	Finally, this paragraph provides that the guarantee still stands, even if the

	,
	•••••
	,
	The question of when to insist on a guarantor is always tricky. There
	Our advice is always to ask for a guarantor. It is essential if you are letting to young ■ ■ ■
	■.
	Who should a landlord seek as guarantor? Briefly, insist that your tenant finds someone
	whom he will not want
14.	Termination and break clause
	Either party may benefit from a
15.	Tenant's departure
	These
16.	Inventory and return of Deposit
	·
	It is important that the time frames which you
17.	Notices

Having tough guarantee provision does not mean you have to take tough action I there is

	Under section 48 of the Landlord and Tenant Act 1987,
	A frequent difficulty for a landlord is to contact a tenant after the tenant
	We have therefore provided in the notice paragraph for the tenant to give you an alternative address.
18.	Waiver
	Leave in place.
19.	Jurisdiction
	Leave in place.
Schedule 1: Inventory	
	The "condition" status notes the general cleanliness of the items as well as whether there
	••••••
	We have given $\blacksquare \blacksquare \blacksquare$
Sched	lule 2: The Service Charge
	Service charges are probably the area providing most frequent litigation. The tenant ■ ■
	Another reason for distrust is that the landlord sets

The way out of this bind is to think through every aspect of service provision and to cove it
.,
••••
Note that the Code also requires the landlord,
Our provision is drawn for a
Case law requires

# **End of notes**