Assured Periodic Tenancy Agreement



Secure Tenancy Creation

Eliminate the admin headache with a seamless, end-to-end tenancy setup that digitises signing and deposit registration, providing industry-leading protection that ensures you remain fully compliant

Why use Rent Now?

- ✓ Industry leading Tenancy Agreement
- ✓ Up to date with all laws and regulations
- ✓ Add your own clauses
- ✓ Simple, Secure, and available 24/7
- ✓ Support from OpenRent experts
- ✓ You remain in control

£2.3 billion+
Rent & Deposit Money Collected

9.0 million
Registered OpenRent Users

1,783,939
Properties Let On OpenRent

Recognised by trusted industry bodies and partners

The Property Ombudsman · arla | propertymark PROTECTED · propertymark CLIENT MONEY PROTECTION · FCA FINANCIAL CONDUCT AUTHORITY · tsi APPROVED CODE TRADINGSTANDARDS.UK · mydeposits

Trusted by landlords
Use OpenRent's watertight tenancy agreements, trusted by 9 million+ landlords and tenants

Google Reviews 4.9 ★★★★★ (7,795)

This contract has not yet been signed by all required parties and is provided as a sample only

All items in blue are editable by the landlord until all parties have signed this agreement. If an item is changed after some parties have signed, all parties will be required to sign the contract again

You are about to sign an Assured Periodic Tenancy for the following property:

> 123 Sample Road
> London
> A1 1AA

It sets out the promises made by the Tenant and any Guarantors to the Landlord and vice versa, including the amounts you have agreed for Rent and Deposit as well as other key information. You should read this document carefully and thoroughly.

Once electronically signed and dated this agreement will be legally binding and may be enforced by a court. Make sure that it does not contain terms that you do not agree with and that it contains everything you 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 you are in any doubt about the content or effect of this agreement, we recommend that you seek independent legal advice before signing.

The Parties to this agreement and the Premises

The following clauses set out the basic terms of the tenancy, the main dates and the Deposit and Rent amounts which have been agreed. Below are defined terms which will have the meaning listed next to them in this agreement.

This agreement is made the day of Friday, 1 January 2021.

Premises	123 Sample Road London A1 1AA together with fixtures, furniture and effects therein as specified in the inventory
Landlord	Landlord Notices should be sent to 124 Sample Road London A1 1AA
Tenant	[Awaiting Name Confirmation] Notices should be sent to 123 Sample Road London A1 1AA
Guarantor	[Awaiting Name Confirmation]
Occupancy	The maximum number of people permitted to occupy the property is 2
Commencement Date	Friday, 1 January 2021 And then continuing as a monthly contractual periodic tenancy until terminated in accordance with statute
Initial Payment of Rent	£1,000.00, one thousand GBP payable in respect of one month's rent and due following the signing of this agreement.
Rent	£1,000.00, one thousand GBP due on the 1st day of each month (the "Rent Payment Day"), following the expiry of the period covered by the Initial Payment of Rent.
Deposit	£1,000.00, one thousand GBP

Required Information

The Renters' Rights Act 2025 requires that tenants are provided with the following information in addition to the information outlined in the previous section.

Start of the tenancy

The Tenants may occupy the Premises from the Commencement Date.

Rent Increases

If the Landlord proposes to increase the rent under the tenancy, the Landlord must serve a notice on the Tenant in accordance with section 13 of the Housing Act 1988 (as amended).

Ending the Tenancy

The Tenant may end the tenancy by giving not less than two months' written notice to the Landlord. The notice must end on a Rent Payment Day or the day before a Rent Payment Day.

In most circumstances the Landlord may only end the tenancy by obtaining a court order for possession and the execution of that order.

If the Landlord seeks possession, the Landlord (or at least one of the joint landlords) must usually serve a notice seeking possession in the prescribed form, specifying the statutory ground or grounds for possession under section 8 and Schedule 2 of the Housing Act 1988 (as amended).

The ground relied upon determines the minimum notice period that must be given before court proceedings for possession may be started.

The Tenant should refer to clause 13.7, which sets out notices relating to the Landlord's ability to seek possession under statutory grounds.

Where the Premises are let as student accommodation, the Tenant should also refer to clause 13.6 (Student Tenancy Notice - Ground 4A).

Fitness for Human Habitation

The Landlord is under an obligation to ensure that the Premises are fit for human habitation, to the extent required by section 9A of the Landlord and Tenant Act 1985.

Landlord Repair Obligations

The Landlord is under an obligation, to the extent required by section 11 of the Landlord and Tenant Act 1985, to:

(a) keep in repair the structure and exterior of the property (including drains, gutters and external pipes);

(b) keep in repair and proper working order the installations in the property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and

(c) keep in repair and proper working order the installations in the property for space heating and heating water.

Bills

The Tenant is responsible for the payment of utilities (Electricity, gas, water) and council tax unless otherwise agreed. Such payments are not payable by the Tenant to the Landlord under this Tenancy.

Electrical Safety

The Landlord is under an obligation to do the following in accordance with Regulation 3 of the Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020 (duties of landlords in relation to electrical installations etc.):

(a) ensure that relevant electrical safety standards are met during any period when the property is occupied under the tenancy;

(b) ensure that relevant electrical installations in the property are inspected and tested by a qualified person at least every five years, or earlier if required by the most recent inspection report; and

(c) obtain a report from the person conducting that inspection and test which sets out the results of the inspection and the date by which the next inspection is required, and provide a copy of that report to the Tenant.

Gas Safety

The Landlord must comply with regulation 36 of the Gas Safety (Installation and Use) Regulations 1998, including the obligation to:

(a) ensure that any relevant gas fitting and any flue serving a relevant gas fitting is maintained in a safe condition;

(b) ensure that each relevant appliance and flue is checked for safety by a Gas Safe registered engineer at intervals determined in accordance with those Regulations; and

(c) ensure that a record of each safety check is made and that a copy of that record is provided to the Tenant.

Improvements for Disabled Occupiers

In accordance with section 190 of the Equality Act 2010, the Landlord must not unreasonably withhold consent to a Tenant's request to make improvements to the Premises where:

(a) a disabled person occupies, or intends to occupy, the Premises as their only or main home; and

(b) the improvement is likely to facilitate the disabled person's enjoyment of the Premises having regard to their disability

The rights and obligations conferred by section 190 do not apply where the tenancy already includes provisions of a similar nature.

Pets

Under section 16A of the Housing Act 1988 (as amended):

(a) The Tenant may keep a pet at the property if the Tenant requests permission in accordance with section 16A and the Landlord consents.

(b) The Landlord's consent must not be unreasonably refused.

Tenancy Terms

1. The Landlord lets to the Tenant the Premises at the Rent specified above.

2. The Initial Payment of Rent is payable upon signing this Agreement and must be paid in cleared funds no later than the Commencement Date. The Tenant shall have no right to occupy the Premises, until payment of the Deposit and the Initial Payment of Rent has been made in full.

3. The Deposit will be paid to OpenRent and held under the terms of mydeposits, of which OpenRent is a registered member. Further detail is provided in the next section of this document.

4. The Initial Payment of Rent will be paid to OpenRent and held by OpenRent up to a maximum of 14 days from the Commencement Date, after which it will be paid to the Landlord with OpenRent's fees deducted where applicable.

5. The Tenant shall pay all future Rent to OpenRent via Rent Now rent collection when it becomes due, and will be notified in writing of the correct account details for payment. Further detail is provided in subsequent sections of this document and in OpenRent's Terms of Business.

6. It is a condition of this agreement that the Tenant, and any occupiers of the Premises over the age of 18, at all times maintain a right to rent in accordance with and as defined by the Immigration Act 2014 (where applicable). If the Tenant does not provide satisfactory documentation to allow the Landlord to verify the Tenant's identity and to satisfactorily perform any right to rent immigration checks required, the Landlord will not permit the Tenant to occupy the Premises.

7. This agreement creates an assured periodic tenancy within the meaning of Part I of the Housing Act 1988 (as amended by the Renters' Rights Act 2025).

The Deposit

The following clauses set out:

- what OpenRent will do with the Deposit paid by the Tenant under clause 3 above;
- what the Tenant can expect of the Landlord or OpenRent when either deals with the Deposit;
- the circumstances in which the Tenant is entitled to less than the full Deposit returned at the conclusion of the tenancy; and
- the circumstances in which other monies may be requested from the Tenant.

By signing, all parties declare that the details relating to the Deposit that are outlined in this tenancy agreement are correct to the best of their knowledge and belief.

8.1. The Deposit will be held by OpenRent under the mydeposits Insured Tenancy Deposit Scheme, which is the Government approved Insured scheme:

mydeposits
1st Floor Premiere House
Elstree Way
Borehamwood
Hertfordshire
WD6 1JH

Phone: 0333 321 9401

Fax No: 0845 634 3403

Email: businessdevelopment@mydeposits.co.uk

More information can be found in the deposit scheme guide and on the mydeposits website.

8.2. Once the Deposit has been paid by the Tenant, OpenRent will register the Deposit with mydeposits. OpenRent will aim to do this within 1 working day of funds clearing, and always within the 30 days required under the terms of the scheme.

8.3. The Deposit will be held by OpenRent in a nominated client account and the Tenant will not receive any interest earned on the Deposit.

8.4. When the tenancy lawfully ends and upon vacant possession of the Premises and return of the keys, the Deposit shall be returned to the Tenant less such sum as the Landlord may reasonably require:

- to pay any arrears of Rent;
- to make good any damage to the Premises and fixtures and fittings (except for fair wear and tear) caused by the Tenant or arising from any breach of the terms of this agreement by the Tenant or the Tenant's failure to take reasonable care;
- to make good any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Premises (whether or not the Landlord consented to its presence);
- to pay any sum repayable by the Landlord to the local authority where housing benefit has been paid direct to the Landlord by the local authority;
- to compensate the Landlord for any other breach by the Tenant of the terms of this agreement;
- to pay any unpaid account or charge for water, electricity, gas, other fuels or utilities used by the Tenant in the Premises;
- to pay any unpaid council tax, telephone charges or other monies owed by the Tenant to the Landlord;

- to compensate the Landlord for any reasonable cost incurred to clean the Premises to the same standard as at the beginning of the tenancy;
- to compensate the Landlord for the charges incurred by the Landlord's bank if any cheques or standing orders from the Tenant are not honoured by the Tenant's bank.

8.5. No deductions shall be made from the Deposit unless, or until, the reason for the nature of the deductions along with their amounts have been notified to the Tenant.

8.6. The Landlord and Tenant acknowledge that it is their responsibility to notify OpenRent when the tenancy comes to an end so that the Deposit can be allocated in accordance with OpenRent's Terms and the processes of mydeposits.

8.7. Any amount claimed by the Landlord from the Deposit which is disputed by the Tenant with mydeposits within three months of the tenancy ending will be transferred to mydeposits and the dispute will be dealt with in line with the mydeposits dispute resolution process.

8.8. 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 the Landlord, or OpenRent, holds the Deposit or any part of it.

8.9. If the Deposit is insufficient the Tenant shall pay to the Landlord such additional sums as required to cover all costs, charges and expenses properly due within a period of 14 days from the end of the tenancy.

Obligations of the Tenant

The following clauses set out what is required of the Tenant during the tenancy in addition to the main terms found in this agreement. If any of these terms are breached, the Landlord will be entitled to deduct compensatory monies from the Deposit, claim damages from the Tenant, and/or seek the court's permission to have the Tenant evicted from the Premises because of the breach.

The Tenant agrees:

9.1. That any obligation upon the Tenant under this agreement to do or not to do anything shall also require the Tenant not to permit or cause any licensee or visitor to breach that obligation.

9.2. To pay the Rent as specified earlier in this agreement whether or not it has been formally demanded. The first payment of Rent shall be paid directly to OpenRent. After this the Tenant shall pay all further Rent to OpenRent via Rent Now rent collection, unless they are notified in writing that rent should be paid to the Landlord directly.

9.3 To pay interest at 3% above the Bank of England base rate upon any Rent in arrears or other monies due under this agreement for more than 14 days calculated from the date upon which it became due to the date of payment.

9.4. Unless otherwise agreed in writing with the Landlord, to pay for all charges made for the use of the telephone (if any), TV licence (if any), TV service (if any), and Internet service (if any) during the tenancy. This includes standing charges and other similar charges and VAT, as well as charges for actual consumption.

9.5. That if the Tenant breaches this agreement or fails to fulfil their obligations contained in this agreement, the Tenant shall pay any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

9.6. The Tenant must take reasonable care of the Premises and keep them reasonably clean and tidy and must make good any damage caused by the Tenant, members of the household or visitors, fair wear and tear excepted.

9.7. Not to remove any of the Landlord’s contents from the Premises save as is necessary for the Tenant to comply with their obligations contained in this agreement.

9.8. To comply with all statutory requirements upon the Tenant in respect of the Premises and contents. This includes (but is not limited to) not bringing into the Premises any furniture, furnishings or personal items that do not comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988.

9.9. Not to damage the Premises or the building, nor damage the electrical or plumbing system.

9.10. Not to make any alteration or addition to the Premises without the prior written consent of the Landlord.

9.11. Not to decorate or change the style or colour of the decoration without written consent from the Landlord.

9.12. Not to damage interior walls or decorations by affixing pictures, mirrors, or any other hanging item using nails, screws, adhesive compounds or tapes without written consent from the Landlord.

9.13. Where readily accessible, and with due regard to personal safety, to keep the drains, gutters and pipes of the Premises free from obstruction and clear of any leaves or debris.

9.14. If applicable, to keep the garden, patio, paths, balcony or terrace, (if any), in a neat and tidy condition, swept where necessary and weeded. To maintain any lawns, trees and shrubs. Not to alter the layout of the garden.

9.15. To keep clean the windows inside and outside of the Premises, where safe access is possible. Failure by the Tenant to take adequate precautions to prevent glass panes being cracked or broken will result in the Tenant having to pay for any ensuing damage.

9.16. If there are common parts to the building, not to obstruct, keep or leave anything in them.

9.17. To keep the exterior free from rubbish.

9.18. To place all refuse in plastic bags in the designated dustbin(s) which should be kept in the area provided. If necessary on refuse collection day to move the dustbin(s) to the collection point as required by the local Council.

9.19. Not to hang clothes or other articles on any balcony or out of any window.

9.20. To replace any light bulbs, fluorescent tubes, fuses or batteries promptly and when necessary.

9.21. To notify the Landlord immediately regarding, and confirm in writing as soon as practical thereafter, any defect in the Premises which comes to the Tenant's attention and which is the responsibility of the Landlord to repair. Failure to do so will result in the tenant having to pay the Landlord all liabilities which may be incurred by the Landlord as a result of any such defect not having been so notified.

9.22. To work with the Landlord to minimise the risk caused by Legionella bacteria and in particular to keep showerheads and taps clean, not to interfere with or adjust the boiler temperature, and to run the taps in order to flush through the plumbing system after any prolonged period of inactivity.

9.23. To take reasonable precautions to prevent any damage to the Premises resulting from freezing, burst pipes or prolonged vacancy. This includes ensuring the Premises are adequately heated and ventilated during periods of cold weather and taking reasonable steps to secure and protect the Premises if left unoccupied. The Tenant shall be responsible for any damage resulting from a failure to take such reasonable precautions.

9.24. To take all reasonable precautions to prevent condensation and damp by keeping the Premises adequately ventilated and heated.

9.25. To use the Premises solely for the purposes of a private residence for the Tenant and any other persons specially permitted by Landlord to occupy the Premises.

9.26. Not to register a business at the Premises, and not to carry on or permit to be carried on at the Premises any trade or business other than a home business as defined by section 43ZA of the Landlord and Tenant Act 1954.

9.27. Not to use the Premises for any immoral, illegal or improper purposes.

9.28. To make only reasonable use of the utilities and communications services consistent with ordinary residential use.

9.29. Not to do or permit to be done in the Premises or elsewhere anything which may be or become a nuisance, annoyance or inconvenience to the Landlord, the owner or occupiers of any adjoining property, the neighbours, other adjoining residents or people in the immediate area.

9.30. Not to keep a pet unless requested in accordance with Section 16A of the Housing Act 1988 and the Landlord has provided their consent in accordance with that section. The Tenant remains responsible for any damage caused by a pet to the Premises, fixtures, fittings or contents (fair wear and tear excepted).

9.31. Not to fix or suffer to be fixed to the exterior or windows of the Premises any notice board, sign, advertisement poster or aerial without the prior written consent of the Landlord.

9.32. Not to install or change any door locks or alarm codes without the Landlord's prior express written consent (not to be unreasonably withheld), and agree that the Landlord should hold a spare set of keys. In the event of the loss of a key or other security device giving access to the Premises, the Tenant agrees to pay any reasonable costs incurred by the Landlord as a result.

9.33. Not to erect external aerials or satellite dishes without the prior written consent of the Landlord.

9.34. Not to install any gas appliances unless authorised by the Landlord and installed by a registered Gas Safe fitter.

9.35. Not to do anything to or on the Premises that has the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 11.4. The Landlord shall provide the Tenant with a summary of the relevant insurance requirements if requested to do so.

9.36. Not to undertake any activity that materially increases the risk of fire or other damage to the Premises or its fixtures and fittings. This includes, without limitation, the storage of dangerous or flammable goods at the Premises, leaving electrical appliances such as tumble dryers on while the Premises are empty, or any other action that unreasonably increases the risk of damage.

9.37. To routinely test the operation of all smoke alarms and replace the batteries when necessary, and to advise the Landlord immediately should any alarm cease to function or be considered non-operational.

9.38. Not to assign sublet or part with or share possession of the Premises or any part of it nor allow the Premises to be occupied by anyone other than the Tenant and no more than the maximum number of permitted persons (the Occupancy), without the prior written consent of the Landlord.

9.39. Not to grant any licensees, take in any lodger, paying guest or person staying on either a permanent or semi-permanent basis without the prior written consent of the Landlord.

9.40. To notify the Landlord if the Tenant is to be absent from the Premises for a period exceeding 14 days. Such notification shall be made at least 5 days prior to the commencement of the period of absence and shall state the actual dates over which the Premises will be unoccupied.

9.41. To permit the Landlord, and any superior landlord, or the Landlord's employees/agents at all reasonable times after giving the Tenant at least 24 hours' notice (except in an emergency):

- to enter the Premises to inspect the same and the Landlord's furniture and effects therein (if any);
- to carry out any works of maintenance or repair to the Premises or elsewhere which the Landlord may consider necessary;
- to take gas, electricity or water readings;
- to carry out the Landlord's obligations under this agreement;
- to inspect the Premises for the purpose of preparing an EPC and recommendation report for the Premises or the building of which it forms part and the Tenant shall cooperate with the Landlord so far as is reasonably necessary to enable an EPC and Recommendation Report to be obtained;
- to enter the Premises where required for the Landlord to comply with legal or regulatory obligations relating to the Premises.
- to enter the Premises for any purpose mentioned in this Agreement or connected with the Landlord's interest in the Premises;

- to enter and view the Premises with any prospective future Tenants or purchasers during the last 60 days of the tenancy.

The Tenant shall be liable for all reasonable losses resulting as a consequence of the Tenant's failure to allow access to the Premises.

9.42. When the tenancy lawfully ends, to give vacant possession. The Premises and its content must be in the same good and clean state of repair and decoration as the Premises was in when the tenancy lawfully ends as the Premises was in at the commencement of the tenancy (fair wear and tear excepted). The tenant must pay for the repair or replacement of any items of the fixtures, fittings and appliances which have been damaged, destroyed or lost.

9.43. When the tenancy lawfully ends, to remove all of their furniture and other goods from the Premises. The Tenant will be liable for damages to compensate the Landlord if the Tenant leaves items at the Premises which prevent the Landlord from making use of or re-letting the Premises, or if the Landlord incurs costs in relation to such items (for example, reasonable charges for removal or storage).

9.44. To return all sets of keys of the Premises to the Landlord by 2pm on the day of vacating the Premises, otherwise all reasonable costs of gaining entry to the Premises and resecuring the Premises will be borne by the Tenant.

9.45. To co-operate in the checking of any inventory and/or schedule of condition. The Landlord will bear the costs of preparing the inventory and/or schedule of condition and associated check-in or check-out report. The Tenant agrees to take all reasonable steps to ensure that such a report can be completed, and that they will be liable for any additional costs arising as a result of the Tenant's actions. Those are including but not limited to call-out fees from missed appointments, or any other losses or costs.

9.46. Not to smoke inside the Premises, or permit others to smoke inside the Premises, without the Landlord's written consent. Such consent, if granted, to be revocable at will by the Landlord upon giving reasonable written notice.

9.47. To provide a forwarding address when the tenancy lawfully ends, if requested by the Landlord.

9.48. To forward any notice, order or proposal affecting the Premises or its boundaries to the Landlord within 5 days of receiving it. The Tenant must not take any action regarding such notices or communications without the prior consent of the Landlord.

Furniture

If the letting includes the use of furniture and effects:

10.1. Where requested by the Landlord, the furniture and effects shall be as specified in an inventory signed by the Tenant.

10.2. The Tenant will:

- Not damage or remove from the Premises any furniture or effects save as necessary for the Tenant to comply with their obligations contained in this agreement.
- Make good all damage (except fair wear and tear) and breakages to the furniture and effects which may occur during the tenancy.
- Leave the furniture and effects when the tenancy lawfully ends in the same position as they were at the commencement of the tenancy unless agreed otherwise with the Landlord and save as necessary for the Tenant to comply with their obligations in this agreement.

- Clean or pay for the cleaning of all carpets, curtains and any other parts of the Premises or contents included in the letting which may have been soiled during the tenancy.

Obligations of the Landlord

The following clauses set out what can be expected from the Landlord during the tenancy. 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 fulfil their obligations.

The Landlord agrees:

Quiet Enjoyment

11.1. To allow the Tenant to quietly hold and enjoy the Premises during the tenancy without any unlawful interruption by the Landlord or any person rightfully claiming on behalf of the Landlord.

Consents

11.2. To confirm that all necessary consents have been obtained to enable the Landlord to enter this agreement (whether from superior landlords, lenders, mortgagees, insurers, or others).

Statutory Repairing Obligations

11.3. To comply with the repairing obligations imposed by sections 11 - 16 of the Landlord and Tenant Act 1985 and to keep the structure, exterior and relevant installations in repair.

Insurance

11.4. To insure the Premises under a general building insurance policy (if the Premises is already covered by the freeholder buildings insurance policy then this will be sufficient). The Tenant will be responsible for insuring their own possessions under their own contents insurance policy.

11.5. To provide a copy of the relevant insurance certificate and policy to the Tenant if requested.

Other Repairs

11.6. 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.

11.7. The Landlord will take reasonable steps to remedy infestations which are not caused by the actions or omissions of the Tenant.

11.8. The Landlord shall not be required to carry out any repair for which the Tenant is liable by virtue of this agreement or keep in repair anything that the Tenant is entitled to remove from the property.

Safety Regulations

11.9. To ensure that all the furniture and equipment provided by the Landlord complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1993).

11.10. To ensure 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.

11.11. To ensure that all electrical installations at the Premises are inspected and tested at regular intervals by a qualified person and that all relevant electrical safety standards (including those under the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 where applicable) are met during the tenancy and that a copy of the most recent report is given to the Tenant before that Tenant occupies the Premises.

Possessions and Refuse

11.12. To remove or pay for the removal of all the possessions of the Landlord (excluding any furnishings, fixtures and fittings that are included with the tenancy) and any rubbish prior to the start of the tenancy.

Interrupting or Ending this Agreement

The following clauses set out the ways in which this agreement may be brought to an end by either party.

Early termination by the Landlord

12.1. If the Tenant fails to pay the Rent when it becomes due, breaches any term of this agreement, becomes bankrupt or insolvent, or if any of the statutory grounds for possession set out in Schedule 2 to the Housing Act 1988 (as amended) apply, the Landlord may seek possession of the Premises in accordance with the statutory possession procedures. This may include serving a notice seeking possession and applying to the court for a possession order. Nothing in this clause permits the Landlord to recover possession of the Premises without first complying with the requirements of the Protection from Eviction Act 1977 and the Housing Act 1988

Uninhabitability

12.2. If at any time the Premises are rendered uninhabitable by an event or events which are not the result of negligence or breach of contract by either party then, the choice being at the Landlord's sole discretion, either:

- the Rent will cease to be payable by the Tenant until the Premises are made habitable and the Landlord will be under no obligation to provide alternative accommodation; or
- the Rent will continue to be payable and the Landlord will be obligated to provide suitable alternative accommodation to the Tenant as chosen by the Landlord at their sole discretion.

12.3. If following an event described above, in the reasonable opinion of an appropriate expert the Premises cannot be made habitable within one month then either party may give one month's notice to terminate this agreement following which it will end and no further obligations under it will be performable by either party save that either party may pursue the other for breaches of this agreement which pre-date said termination.

Effect of Notices to terminate the tenancy

12.4. The tenancy shall end on expiry of a valid notice given by the Tenant, which ends on a Rent Payment Day or the day before a Rent Payment Day or on execution of a possession order, without prejudice to accrued rights.

Notices & Miscellaneous

Notices

13.1. The Landlord gives notice to the Tenant that pursuant to Section 48(1) of the Landlord and Tenant Act 1987 that notices (including notices in proceedings) may be served on the Landlord at the address specified at the beginning of this agreement.

13.2. Any notice served upon the Tenant by the Landlord pursuant to this agreement or any statute or regulation must be served in writing and will be deemed sufficiently served if sent by registered post or first class post to or left at the Premises. Notices served by recorded delivery post, or prepaid first class post to the Premises, shall be deemed to have been properly served and received by the Tenant on the second day after posting (or if that day is not a working day on the next working day), or in the case of notices left at the Premises on the next working day after delivery.

13.3. The Landlord and the Tenant agree that notices and other documents pursuant to this agreement may be served on the other party by email. The email addresses for notice are:

Landlord: (Notice email visible once signed)

Tenant: (Notice email visible once all tenants have signed)

13.4 The Tenant agrees that notices and other documents pursuant to this agreement may be served at the tenants registered email address with OpenRent which may be updated by the Tenant from time to time.

13.5. Notice served by email shall be deemed sufficiently served if it is sent to the Tenant or the Landlord at the email addresses identified above or as provided in accordance with 13.4 of this agreement.

13.6 Student Tenancy Notice – Ground 4A (where applicable)

Where the Premises are let to the Tenant as student accommodation, the Tenant is notified that this tenancy is granted on the basis that the Tenant meets the student test at the time the tenancy is entered into.

In such circumstances, the Landlord gives notice that they may seek to recover possession of the Premises on the basis that the Landlord intends, on the next occasion on which the Premises are let, to let the property to a tenant who meets the student test.

Accordingly, the Landlord may seek possession under Ground 4A of Schedule 2 to the Housing Act 1988 (as amended)

13.7 The Landlord gives notice to the Tenant, for the purposes of Schedule 2 to the Housing Act 1988 (as amended), that the Landlord may seek possession of the Premises on one or more of the statutory grounds set out in that Schedule.

In particular, the Tenant is notified as follows:

(a) Ground 1 – the Landlord or a member of the Landlord's family may seek possession of the Premises in order to occupy it as their only or principal home;

(b) sale-related grounds – the Landlord may seek possession where the Landlord intends to sell the Premises;

(c) mortgage and security grounds – the Premises may be subject to a mortgage, charge or other security, and the lender or other entitled party may be entitled to recover possession of the Premises;

(d) other grounds – possession may also be sought on any other applicable grounds set out in Schedule 2 to the Housing Act 1988, including (where relevant) Grounds 2ZA to 2ZD, 4, 5 to 5H and 18.

Miscellaneous

14.1. If the Premises comprise part only of a building the letting shall include the use (in common with others) of access ways to and from the Premises inside the building.

14.2. Where two or more persons are named on the tenancy agreement, their obligations shall be joint and several. This means, for example, that any one or more of the individuals jointly forming the Tenant can at the Landlord's sole discretion be held responsible for the full Rent and other obligations under the agreement if the other individuals do not fulfil their obligations.

14.3. References to one gender include all genders; to the singular include the plural; and to the 'month' mean calendar month.

14.4. References to a working day mean a week day excluding Christmas Day, Good Friday and any day which, under the Banking and Financial Dealings Act 1971, is a bank holiday in England and Wales.

14.5. The Tenant is responsible for insuring their own belongings, furniture and furnishings in the Premises, and the Landlord will not accept liability for any loss or damage that may occur as a result of use within the Premises.

14.6. The Landlord and the Tenant confirm their agreement with the OpenRent Terms & Conditions and Privacy Policy which they made when creating their account.

14.7. Where the Landlord's own title to the Premises is leasehold and not freehold, the Landlord may themselves be a tenant under a superior lease. The Tenant agrees to perform and observe at all times during the tenancy the conditions and stipulations contained in the superior lease that were notified to the Tenant prior to the commencement of the tenancy.

14.8. The Landlord is responsible for ensuring the Premises comply with any applicable property licensing regulations for the duration of the tenancy. The Tenant agrees not to use the Premises in any manner which might lead to it becoming licensable under any part of the Housing Act 2004 without the Landlord's express written consent.

14.9. If any term of this agreement is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

14.10. The Landlord and the Tenant agree that this agreement shall be exclusively governed by and interpreted in accordance with the laws of England and Wales.

14.11. The operation of section 62 of the Law of Property Act 1925 is excluded from this agreement. The only rights granted to the Tenant are those expressly set out in this agreement, and the Tenant is not to be entitled to any other rights affecting any adjoining property of the Landlord.

The Guarantor

The Guarantor is the person or persons responsible for discharging the Tenant's obligations if the Tenant defaults whether the Landlord elects to pursue the Tenant or not.

"Joint and Several" 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.

15.1. In consideration of the Landlord agreeing at the request of the Guarantor to accept the Tenant as the Tenant of the Premises the Guarantor hereby covenants with the Landlord that the Tenant will pay the Rent and comply with all the Tenant's obligations in this Agreement (including any variations to increase the Rent pursuant to a notice given by the Landlord under section 13 of the Housing Act 1988). If the Tenant fails to pay the Rent or to observe or perform any of the Tenant Covenants, the Guarantor shall pay or observe and perform them and will be liable for the reasonable losses incurred in respect to the breach or breaches.

15.2. As between the Landlord and the Guarantor the Guarantor is a principal debtor and not merely a surety.

15.3. This Guarantee is irrevocable and shall continue beyond the Guarantor's death (falling as a liability on the estate) throughout the period that the Premises are occupied by the Tenant.

15.4. If the Tenant defaults on rent payments or the Tenant is declared bankrupt and the Tenant's Trustee in Bankruptcy elects to disclaim the agreement then on written demand the Guarantor hereby agrees to pay damages to the Landlord for all losses, claims, liabilities, costs and expenses arising out of or in connection with that default or disclaimer or incurred by the Landlord in connection with the default or disclaimer.

15.5. It is hereby agreed that the Guarantor's liability under this Clause will be joint and several with the Tenant which means that each will 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 the Tenant, the Guarantor, or both of them under these clauses. These obligations will not be cleared or affected by any act, neglect, leniency, or giving of time by the Landlord endeavouring to obtain payment or in the enforcement of the Tenant's covenants. If the Tenant surrenders any part of the Premises the Guarantor's liability will continue in respect of the part not surrendered. Any liability accumulated at the date of surrender will continue unaffected.

15.6. If requested by the Landlord, the guarantor agrees to provide written confirmation of an address in England or Wales for service of notices and other documents pursuant to this contract and the guarantor agrees that this will remain their address for service unless a replacement address within England or Wales is provided to the Landlord.

15.7. This guarantee shall continue to apply where the tenancy is varied or where one or more joint tenants are replaced, unless the Landlord expressly releases the Guarantor in writing.

Custom Clause Notice

The clauses defined under Custom Clauses below, have been written by the Landlord in agreement with the Tenant. The clauses have not been vetted by OpenRent, are not endorsed by OpenRent, and have been added against the explicit recommendation of OpenRent. OpenRent can not offer advice on the contents of this section and recommends independent legal advice is sought before agreeing to any clauses outlined in this section.

Note that individual terms and conditions in earlier sections of this agreement may be replaced or modified by the Custom Clauses set out below, with the exception of clause 3 and clause 4 which are essential to the Rent Now process and cannot be modified or replaced.

Custom Clauses

Custom Clause 1. This is an example of a custom clause. If no custom clauses are specified, this page will be omitted from the contract.

Contract Digitally Signed By

Here is a list of people set out to sign the contract, and signatures where they have been collected.

Where signatures have been collected dates and times are displayed in Coordinated Universal Time (UTC).

The Tenant

Signature	Printed Name	Date Signed	Email (verified)	IP Address
-	Tenant		Visible once signed	

The Guarantor

Signature	Printed Name	Date Signed	Email (verified)	IP Address
-	Guarantor		Visible once signed	

The Landlord

Signature	Printed Name	Date Signed	Email (verified)	IP Address
-	Landlord		Visible once signed	