

Assured Periodic Tenancy Agreement

A tenancy agreement and written statement of terms for a home in England under the Housing Act 1988, as amended by the Renters' Rights Act 2025. Template v1.0.

1. The landlord and the tenants

Landlord: _____

Joint landlords, if any: _____

Landlord's address in England or Wales for notices, including notices in court proceedings:

Landlord's email for notices: _____

Tenants (each person named is a tenant):

Tenant's email for notices: _____

Where there is more than one tenant, they hold the tenancy jointly, and each of them is responsible for the whole rent and for keeping every term of this agreement.

2. The home

The Landlord lets to the Tenant the home at the address below (the Home), with its fixtures and fittings and any furniture and contents listed in an inventory signed by both parties.

Country: _____

3. The tenancy

Start date, when the Tenant is first entitled to move in: _____

This agreement creates an assured tenancy under the Housing Act 1988. It is a periodic tenancy with no fixed term and no end date. It runs from one rent period to the next until the Tenant gives notice, the parties agree in writing to end it, or a court order for possession is carried out, as sections 14 and 15 explain. Each period of the tenancy is the same as a rent period. The first rent period begins on the start date and each later one begins on the day after the one before it ends.

4. Rent

Rent for each rent period: _____

Rent period: _____

How the rent is paid: _____

The rent for each rent period is due on the first day of that period. No rent is due before the rent period it pays for, with one exception: after this agreement is made and before the start date, the Landlord may ask for the rent for the first month, or for the first 28 days if the rent period is shorter than a month. The Landlord does not ask for or take any rent before this agreement is made. The Tenant may choose to pay rent early but never has to.

The rent is no more than the rent stated in any written advert or offer of the Home, and the Landlord has not invited, encouraged or accepted any offer of a higher rent. Within six months of the start date the Tenant may apply to the First-tier Tribunal (Property Chamber) to challenge the rent. If the tenancy ends partway through a rent period, the Landlord repays any rent paid for the days after it ends.

5. Rent increases

If the Landlord proposes to increase the rent, the Landlord must serve on the Tenant a notice in the prescribed form under section 13 of the Housing Act 1988. The new rent can start only at the beginning of a rent period, at least two months after the notice is served, and no earlier than 52 weeks after the tenancy began or, if the rent has gone up before, 52 weeks after the last increase took effect. So the rent can rise no more than once a year. Before the new rent starts, the Tenant may apply to the First-tier Tribunal to decide the open market rent, and the parties may agree a lower rent than the one proposed. The rent cannot be increased in any other way, and nothing in this agreement makes it rise automatically.

6. Other payments

Apart from the rent, the deposit, the bills in section 7 and damages for breaking this agreement, the Tenant pays only the following, as the Tenant Fees Act 2019 allows:

- (a) Interest on rent that is still unpaid 14 days after its due date, at 3 percent a year above the Bank of England base rate, for each day after the due date until it is paid.
- (b) The reasonable cost, shown in writing, of replacing a key or other security device that the Tenant loses.
- (c) If the Tenant asks to change this agreement, for example to add or replace a tenant, up to 50 pounds, or the Landlord's reasonable costs if they are higher.
- (d) If the Tenant asks to leave without giving the notice section 14 requires and the Landlord agrees, no more than the loss the Landlord suffers as a result.

7. Bills and council tax

Bills the Tenant pays direct to the council or supplier:

The Tenant pays these on time and tells the council and the suppliers when the tenancy starts and ends. The Landlord pays any bill for the Home that this section does not give to the Tenant.

Some bills may instead be paid to the Landlord: council tax, gas, electricity or other fuel, water and sewerage, a TV licence, a green deal plan, or a landline, broadband, cable or satellite TV service. Each one is listed below, saying whether it is part of the rent or paid in addition. For a bill paid in addition,

the list gives the amount and when it is due, or explains how and when the Landlord will tell the Tenant the amount and the date. If the list says none, the Tenant pays no bills to the Landlord. A charge for phone, broadband or TV is no more than the Landlord's reasonable cost.

Bills paid to the Landlord:

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8. Deposit

Deposit: _____

Government-approved scheme protecting the deposit: _____

The deposit is no more than five weeks' rent, or six weeks' rent if the rent for a year is 50,000 pounds or more. Within 30 days of receiving it, the Landlord protects it with the scheme named above and gives the Tenant, and anyone who paid it on the Tenant's behalf, the information about the scheme and the deposit that section 213 of the Housing Act 2004 requires. Any holding deposit for the Home is repaid within 7 days of this agreement being made, unless the person who paid it agrees to it being put towards the first rent or the deposit.

When the tenancy ends, the Landlord may keep from the deposit only what is needed for unpaid rent, unpaid bills owed to the Landlord under section 7, putting right damage or replacing missing inventory items beyond fair wear and tear, cleaning to bring the Home back to its standard at the start, and any other money the Tenant owes for breaking this agreement. The rest is returned within 10 days of the Landlord and the Tenant agreeing the amount. If they cannot agree, either of them may use the scheme's free dispute service.

9. What the Landlord must do

The Landlord must:

- (a) Make sure the Home is fit for human habitation when the tenancy starts and throughout it, to the extent section 9A of the Landlord and Tenant Act 1985 requires.
- (b) As section 11 of that Act requires, keep in repair the structure and exterior of the Home, including drains, gutters and outside pipes, and keep in repair and proper working order the installations for the supply of water, gas and electricity, for sanitation, including basins, sinks, baths and toilets, and for heating the rooms and heating water.
- (c) Under the Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020, make sure the electrical safety standards are met whenever the Home is occupied, have the electrical installations inspected and tested by a qualified person at least every five years, or sooner if the latest report says so, get a report giving the results and the date the next inspection is due, and give the Tenant a copy.
- (d) Where there is a gas appliance, fitting or flue in or serving the Home, under regulation 36 of the Gas Safety (Installation and Use) Regulations 1998, keep it in a safe condition, have each appliance and flue safety checked by a Gas Safe registered engineer at least every 12 months, keep a record of each check and, apart from the limited exceptions in those regulations, give the Tenant a copy.
- (e) Fit a smoke alarm on each storey used as living accommodation and a carbon monoxide alarm in each room used as living accommodation that has a fixed combustion appliance other than a gas

cooker, check they work on the day the tenancy starts, and repair or replace any alarm once told it is faulty.

- (f) Let the Tenant live in the Home without interference and make sure the building is insured. That insurance does not cover the Tenant's own belongings.

10. What the Tenant must do

- (a) Pay the rent, and any bills section 7 gives to the Tenant, on time.
- (b) Live in the Home as a private home for the Tenant and their household, and look after it as a careful tenant would, keeping it clean and reasonably ventilated.
- (c) Tell the Landlord promptly about any repair that is needed and any fault in the alarms, the gas or the electrics.
- (d) Pay for putting right damage, beyond fair wear and tear, caused by the Tenant, anyone living with them or their visitors.
- (e) Not cause, or allow anyone living with or visiting the Tenant to cause, a nuisance or annoyance to neighbours, and not use the Home for anything illegal.
- (f) Not smoke or vape inside the Home unless the Landlord agrees in writing.
- (g) Not assign the tenancy, sublet or part with possession of all or part of the Home, or take in a lodger, without the Landlord's written consent.
- (h) Not make alterations or improvements, redecorate, or change or add locks without the Landlord's written consent.
- (i) Let the Landlord in as section 11 allows.

11. Access

The Landlord, or a person the Landlord authorises, may enter the Home at a reasonable time of day to inspect its condition, to carry out repairs or safety checks, or, once notice to end the tenancy has been given, to show it to people who may rent or buy it. The Landlord first gives the Tenant at least 24 hours' notice in writing. In an emergency that puts people or the Home at risk, the Landlord may enter without notice.

12. Pets

Under section 16A of the Housing Act 1988, the Tenant may keep a pet at the Home if the Tenant asks to and the Landlord consents, and the Landlord must not unreasonably refuse consent. The Tenant asks in writing and describes the pet. The Landlord replies in writing within 28 days. If the Landlord reasonably asks for more information about the pet within those 28 days, the Landlord has until the later of the end of the 28 days and 7 days after the information arrives, and need not decide if it never arrives. More time is allowed if the parties agree it, or while the Landlord waits for consent from a superior landlord. Consent once given cannot be taken back for that pet.

Pets the Landlord has already agreed to: _____

The Tenant pays for putting right any damage a pet causes beyond fair wear and tear, and the cost may be taken from the deposit.

13. Improvements for a disabled person

Under section 190 of the Equality Act 2010, the Landlord must not unreasonably withhold consent when the Tenant asks to make an improvement to the Home that is likely to help a disabled person enjoy it, having regard to their disability, where that person lives in the Home, or intends to, as their only or main home. Those section 190 rights and duties do not apply so far as this agreement makes

provision of a like nature.

14. If the Tenant wants to leave

Notice the Tenant must give: _____

The Tenant may end the tenancy at any time by giving the Landlord notice in writing of at least the period above, or any shorter period the Landlord agrees in writing with all the tenants. The notice can be given in any written form, such as a letter, an email or a text message, and must end the tenancy on a day the rent is due or on the day before. Rent is payable until the tenancy ends. A notice from any one joint tenant ends the tenancy for all of them. A notice can be withdrawn only if the Landlord and every tenant agree in writing.

15. If the Landlord wants the Home back

The Landlord cannot end this tenancy by giving a notice to quit, and there is no section 21 or no-fault route. Under the Housing Act 1988, in most circumstances the Landlord can end the tenancy only by obtaining a court order for possession of the Home and having that order carried out. Before seeking an order, the Landlord (or, where there are joint landlords, at least one of them) must usually serve on the Tenant a notice of proceedings for possession in the prescribed form, naming the ground or grounds for possession in Schedule 2 to that Act that the Landlord relies on. The ground or grounds decide the minimum notice, if any, that must be given before court proceedings begin.

Grounds include, for example, the Landlord wanting to sell the Home or wanting it as a home for the Landlord or a close family member, rent arrears, damage to the Home, anti-social behaviour and breaking this agreement. Some grounds are mandatory, and for others the court decides whether possession is reasonable. Evicting or harassing a tenant other than by following the law is a criminal offence.

Some grounds can be used only if the Tenant was told in writing before the tenancy was agreed: Grounds 1B, 2ZA to 2ZD, 4, 5 to 5H, 6A and 18 under section 16D(3) of the Housing Act 1988, and Ground 4A for a student house. The Landlord gives notice of a wish to be able to recover possession on the grounds below, for the reasons stated. If this says none, there are none.

16. Notices

Notices under this agreement are given in writing. The Tenant may serve notices on the Landlord, including notices in court proceedings, at the address for notices in section 1, and may also email them to the Landlord's email there. That address is also the Landlord's address for service under section 48 of the Landlord and Tenant Act 1987. Notices to the Tenant may be handed to the Tenant, left at or posted to the Home, or emailed to the Tenant's email in section 1. If the Landlord's address for notices changes, the Landlord tells the Tenant the new address in England or Wales in writing.

17. Documents given to the Tenant

Before this agreement was made, the Landlord gave the Tenant copies of the documents listed below, and the Tenant confirms receiving them:

18. Moving out

When the tenancy ends, the Tenant leaves the Home clean and in the condition it was in at the start, apart from fair wear and tear, removes their belongings and returns all keys. The parties may check the Home against the inventory together before the Tenant leaves.

19. General

This agreement, with any inventory signed by both parties, sets out the terms of the tenancy. The parties may change a term by agreeing the change in writing, but the rent can go up only as section 5 explains. Nothing in this agreement takes away a right the law gives the Tenant, and a term that cannot be enforced does not affect the rest. If the tenants sign separate copies of this agreement, the copies together form one agreement. It is governed by the law of England and Wales.

Landlord

Signature

Name

Date

Tenant

Signature

Name

Date