

Document ①

# TENANCY AGREEMENT

for letting an unfurnished dwelling-house  
on an assured shorthold tenancy  
under Part I of the Housing Act 1988

This is a form of legal document and is not produced or drafted for use, without technical assistance, by persons unfamiliar with the law of landlord and tenant.

IF EITHER PARTY DOES NOT UNDERSTAND THIS AGREEMENT OR ANYTHING IN IT, HE OR SHE IS STRONGLY ADVISED TO ASK AN INDEPENDENT PERSON FOR AN EXPLANATION. SUCH AN EXPLANATION MIGHT BE GIVEN BY A SOLICITOR, A CITIZENS' ADVICE BUREAU OR A HOUSING ADVICE CENTRE.

Note that any assured tenancy (including a statutory periodic tenancy) commencing on or after 28th February 1997 will be an assured shorthold tenancy unless it falls within any paragraph in Schedule 2A of the Housing Act 1988.

This form should not be used for granting a tenancy to a person who is already a protected or statutory tenant or a protected occupier: see Housing Act 1988.

**DATE** 5<sup>TH</sup> MARCH 2013

**PARTIES**  
1. **THE Landlord**  
HARBOUR HOLDINGS LTD  
UNIT 19 BORERS YARD  
BORERS ARMS ROAD COPTHORNE  
WEST SUSSEX, RH10 3LH

2. **THE Tenant**

**PROPERTY** The dwelling-house at  
THE STUDIO  
ROWFANT BUSINESS CENTRE  
WALLAGE LANE, ROWFANT  
WEST SUSSEX, RH10 4NQ

**TERM** A fixed term of twelve months/year(s)  
from 8<sup>TH</sup> MARCH 2013 (start date)

**RENT** [REDACTED] per month

**PAYABLE** in advance by equal monthly payments on the 14th day of each month

**FIRST PAYMENT** to be made on 14th April 2013 (date)

1. **THE Landlord** lets the Property to the Tenant for the Term at the Rent payable as set out above.
2. **THIS Agreement** creates an assured shorthold tenancy within Part I Chapter II of the Housing Act 1988. This means that when the Term expires the Landlord can recover possession as set out in section 21 of that Act unless the Landlord gives the Tenant a notice under paragraph 2 of Schedule 2A to that Act stating that the tenancy is no longer an assured shorthold tenancy.
3. **IF** the Property burns down or the Tenant cannot live in it because of fire damage, the Rent will cease to be payable until the Property is rebuilt or repaired so that the Tenant can live there again. Any dispute about whether this clause applies must be submitted to arbitration under Part I of the Arbitration Act 1996 if both parties agree to that in writing after the dispute has arisen.
4. **THE Tenant** agrees with the Landlord—
  - (1) To pay the Rent as set out above
  - (2) (a) To pay any council tax which the Tenant is obliged to pay under the Local Government Finance Act 1992 or any regulations under that Act
  - (b) To pay to the Landlord the amount of any council tax which, while the tenancy continues, the Landlord becomes obliged to pay under that Act or those regulations for any part of the period of the tenancy because the Tenant ceases to live at the Property
  - (c) To pay all other charges of any kind which are now or later come to be charged to the occupier of the Property as such by any body acting under statutory authority in making such a charge