

ASSURED PERIODIC TENANCY AGREEMENT

England - Renters' Rights Act 2025 Compliant

Final Landlord-Protective Version

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1. DEFINITIONS

In this agreement, unless the context otherwise requires:

1.1 Premises / Property

Enter Room No. & Address Including use of kitchen, bathroom, shower-room, lounge, and garden at the rear of the property.

1.2 Landlord

Rachel Lowe, April Cottage, Rayham Road, Whitstable, CT5 3DY

This is the Landlord's address for the purposes of sections 47 and 48 of the Landlord and Tenant Act 1987.

1.3 Agent

LR Property Lets, April Cottage, Rayham Road, Whitstable, CT5 3DY

or any other managing/letting agent notified to the Tenant in writing.

- **Contact:** 07737 741116
- **Email:** lrpropertylettings@gmail.com

1.4 Tenant

{Enter tenant name} (The Tenant) is responsible for complying with this agreement and for any rent arrears or breaches.

1.5 Fixtures and Fittings

The Landlord's furniture, furnishings, white goods, sanitary ware, decorative features, floor, ceiling and wall coverings, and any items listed in the Inventory and Schedule of Condition.

1.6 Deposit

The security deposit paid by the Tenant and protected in an approved tenancy deposit scheme (DPS) as stakeholder. www.depositprotection.com

1.7 Month / Monthly

A calendar month.

1.8 Inventory / Schedule of Condition

The document or documents prepared on behalf of the Landlord and supplied to the Tenant, describing the Premises, its fixtures and fittings, and its condition at the start of the tenancy.

2. PARTIES, PROPERTY AND TERM

2.1 Parties

- **Landlord:** Rachel Lowe
- **Service Address:** April Cottage, Rayham Road, Whitstable, CT5 3DY
- **Tenant:** {Enter Tenant Name(s)}

2.2 Premises

- **Address:** Room 4, 13 Beaconsfield Road, Canterbury, CT2 7HF
- **Exclusions:** Other numbered rooms are not included.

2.3 Use of Premises

The Premises are let as a single private dwelling for occupation by the Tenant as their only or principal home.

- No smoking is permitted anywhere inside the Premises.
- Maximum of six people may occupy the whole Premises.
- Maximum of one person may occupy a room.

2.4 Type and Length of Tenancy

This agreement creates an assured periodic tenancy under the Housing Act 1988 as amended by the Renters' Rights Act 2025.

- **Start date:** {Enter start date of tenancy}
 - **Rental periods:** Monthly, running from the 1st of each calendar month.
 - **Fixed term:** There is no fixed term. The tenancy continues until ended in accordance with this agreement and the law.
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3. RENT, DEPOSIT AND PAYMENTS

3.1 Rent

The Tenant shall pay rent of £500 (Five Hundred Pounds) in advance, on the **1st day of each month** by standing order or direct bank transfer to the account specified by the Landlord or Agent.

Rent must be paid without deduction, set-off or counterclaim, except where permitted by law.

3.2 Late Payment of Rent

If any rent or other sum lawfully due remains unpaid for 14 days or more after it falls due (whether formally demanded or not), the Landlord may charge interest on the overdue amount:

- **Rate:** 3% above the Bank of England base rate
- **Calculation:** Daily from the date the payment was due until payment is made in full.

Such interest is recoverable as if it were rent. No other late fees or administration charges are payable, in order to comply with the Tenant Fees Act 2019.

3.3 Deposit

(a) Amount and Protection

The Tenant shall pay a Deposit of £500 (maximum of five weeks' rent, in compliance with the statutory cap). The Deposit will be protected in an authorised tenancy deposit scheme (currently the DPS) as stakeholder.

(b) Purposes

The Deposit is held as security for:

- Unpaid rent or other lawful sums;
- Damage to the Premises, fixtures, fittings or furnishings beyond fair wear and tear;
- Reasonable costs of cleaning to restore check-in condition (allowing fair wear and tear), which may include professional cleaning where necessary;
- Unpaid utilities, Council Tax, water or environmental charges;
- Reasonable costs of removing, storing or disposing of items left behind and any losses caused by delayed re-letting due to such items.

(c) Return of Deposit

The Deposit (or balance) will be returned as soon as reasonably practicable after the tenancy ends, subject to any agreed or adjudicated deductions, and in accordance with the rules of the deposit protection scheme. No interest is payable to the Tenant.

3.4 Permitted Payments

The Landlord or Agent may only charge payments permitted by the Tenant Fees Act 2019 and any amending regulations. These include:

- Rent;
- Tenancy deposit (within the legal cap);
- Statutory default fees (e.g. interest on late rent, reasonable cost of lost keys/security devices);
- Reasonable costs for a variation or early termination of the tenancy if requested by the Tenant.

No other fees are chargeable to the Tenant.

4. ENDING THE TENANCY

4.1 Tenant's Notice

The Tenant may end the tenancy by giving the Landlord **not less than two months' written notice** in the prescribed form, expiring at the end of a rental period (normally the last day of a month), unless the Landlord agrees in writing to accept a shorter notice. The Tenant remains liable for rent up to and including the end date of the notice period or any earlier date accepted in writing by the Landlord.

4.2 Landlord's Possession (Section 8 Only)

After the implementation of the Renters' Rights Act 2025, the Landlord may obtain possession only by serving a valid Section 8 notice and obtaining a court order based on one or more of the grounds in Schedule 2 to the Housing Act 1988 (as amended). These include, but are not limited to:

4.2.1 Ground 8 - Rent Arrears

At least two months' rent is unpaid, both when the Landlord serves notice and at the date of the court hearing.

4.2.2 Ground 10 - Rent Debt

Some rent is unpaid at the time of service of notice and at the hearing.

4.2.3 Ground 11 - Persistent Delay

The Tenant has persistently delayed paying rent.

4.2.4 Ground 12 - Breach of Tenancy (Key Clause)

The Tenant has breached any term of this agreement (for example: subletting, keeping pets without consent, failure to maintain or clean, leaving items in communal areas, refusing access, causing damage, breach of use clauses). Notice period: 2 weeks.

4.2.5 Ground 13 - Deterioration

The condition of the Premises or common parts has deteriorated due to the Tenant or anyone living with or visiting the Tenant.

4.2.6 Ground 14 and 14A - Nuisance and Anti-Social Behaviour

The Tenant or a visitor has been guilty of nuisance, annoyance or anti-social behaviour to neighbours or people in the locality.

4.3 Cost Recovery

The Tenant acknowledges that breaches of their obligations under this agreement may be relied upon by the Landlord in support of a Section 8 claim. If the court grants possession based on the Tenant's fault, the Tenant may be ordered to pay the Landlord's reasonable legal costs.

4.4 No Section 21

The Tenant acknowledges that "no-fault" Section 21 notices are not available to the Landlord in respect of this tenancy following the introduction of the Renters' Rights Act 2025. Possession can only be sought on valid grounds.

5. TENANT'S OBLIGATIONS

IMPORTANT: These clauses reflect the Tenant's detailed responsibilities. Breaches may trigger Section 8 possession claims, deposit deductions, and recovery of Landlord costs.

5.1 General Liabilities, Services and Utilities

5.1.1 Liability

The Tenant is liable for all obligations in this agreement and for breaches caused by themselves or invited guests.

5.1.2 Rent Payment

The Tenant must pay the rent and any other lawful sums due on time, whether formally demanded or not.

5.1.3 Occupation

The Tenant must occupy the Premises as their only or principal home.

5.1.4 Repair and Maintenance Costs

The Tenant is liable for the fair and reasonable costs of any repairs or maintenance required as a result of their negligence, misuse, breach of this agreement, or that of their guests.

5.1.5 Council Tax

The Tenant is not responsible for Council Tax (or any replacement tax) for the Premises during the tenancy.

5.1.6 Utilities

The Landlord is responsible for the payment of all charges related to the use and supply of electricity, gas, water, sewerage, broadband, and other utilities at the Premises.

5.1.7 Reconnection Costs

If any utilities or services are cut off due to the Tenant's non-payment or request, the Tenant must pay the costs of reconnection.

5.1.8 No Tampering

The Tenant must not tamper with or interfere with any gas, water or electrical installations or meters.

5.1.9 No Prepayment Meters

The Tenant must not install or allow any pre-payment/key/coin meter without the Landlord's prior written consent (not unreasonably withheld). Consent may be withdrawn on reasonable notice.

5.1.10 No Supplier Changes

The Tenant must not change utility suppliers or the telephone number at the Premises without prior written consent (not unreasonably withheld), and must promptly provide the Landlord/Agent with full details of any new suppliers/account numbers.

5.1.11 Gas Appliances

Any gas appliances brought into the Premises by the Tenant must be installed and connected by a Gas Safe registered engineer and must be removed if unsafe.

5.1.12 Head or Superior Lease

If the Tenant has been given details of any head or superior lease affecting the Premises, the Tenant must not breach those restrictions.

5.1.13 No Illegal or Immoral Use

The Tenant must not use the Premises for any illegal or immoral purpose, including the possession or use of illegal drugs.

5.1.14 Television Licence

The Tenant must pay any television licence required for television or receiving equipment in the Premises.

5.1.15 No Business Use

The Tenant must not carry on any trade, business or profession at the Premises. If the tenant wishes to occasionally work from home this must be during standard office hours only and conducted from the tenant's room and under no circumstances should work colleagues attend or meetings take place in the property. The landlord will not be responsible for ensuring the internet in the premises is suitable for video calls and meetings.

5.1.16 TOTAL BAN ON SUBLETTING, LODGERS AND ASSIGNMENT

The Tenant must not, under any circumstances, sublet the Premises or any part of it, take in paying guests, lodgers or Airbnb-type occupants, or assign or transfer this tenancy to another person. Any such act is a serious breach and may be relied upon for Section 8 Ground 12 possession proceedings. Notice period: 2 weeks.

5.1.17 Forwarding Notices

The Tenant must promptly forward to the Landlord or Agent any formal or legal notice, order or correspondence addressed to the Landlord, the Premises or affecting its boundaries or neighbouring property.

5.1.18 Enforcement Costs

The Tenant must pay the Landlord's reasonable costs (including professional/legal costs) in successfully enforcing or remedying any significant breach of this agreement.

5.1.19 Housing Benefit Repayment

If the Landlord or Agent receives Housing Benefit or other benefits on the Tenant's behalf which are later reclaimed by the local authority, the Tenant must reimburse those sums.

5.1.20 Agent as Landlord

Unless notified otherwise, the Tenant must treat directions from the Agent as if they were from the Landlord.

5.1.21 Repair Remedy Timescale

If the Tenant fails to carry out any of their repairing responsibilities after 14 days' written notice, the Landlord may enter the Premises and carry out the work at the Tenant's reasonable expense.

5.2 Insurance and Tenant's Belongings

5.2.1 Reporting Incidents

The Tenant must promptly report to the authorities (where appropriate) and then to the Landlord or Agent any loss or damage from fire, theft, attempted theft, impact or other causes affecting the Premises or its contents, and provide written details as soon as practicable.

5.2.2 No Deliberate Damage

The Tenant must not deliberately do anything, and must take reasonable steps to prevent guests from doing anything, which causes damage or harm to the Premises or its contents.

5.2.3 Insurance Excess Reimbursement

If, due to any act or omission of the Tenant or their guests in breach of this agreement, the Landlord has to make an insurance claim that involves paying an excess, the Tenant must reimburse the Landlord for that excess up to a maximum of £150 per claim.

5.2.4 No Voiding Insurance

The Tenant must not do, or fail to do, anything that may invalidate any insurance policy held by the Landlord over the building or its contents.

5.2.5 Intrusion Notification

The Tenant must immediately notify the Landlord or Agent of any intrusion, break-in, damage or theft.

5.2.6 LANDLORD NOT LIABLE FOR TENANT BELONGINGS (Critical Clause)

The Tenant acknowledges that the Landlord only insures the building and the Landlord's own fixtures, fittings and furnishings. The Tenant's belongings, contents or personal property are not insured by the Landlord in any way.

The Landlord shall NOT be liable for any loss of or damage to the Tenant's belongings or those of any occupier or visitor, howsoever caused (including theft, fire, flood, leaks, storm, or other risks, whether insured or uninsured).

The Tenant is strongly advised to obtain their own comprehensive contents insurance.

5.3 Locks, Security and Absences

5.3.1 Extended Absences

If the Premises will be empty or unoccupied for more than 21 consecutive days, the Tenant must notify the Landlord or Agent in advance and comply, at the Tenant's cost, with any reasonable security requirements.

5.3.2 Alarm Code Changes

The Tenant must not change burglar alarm codes without prior written consent (not unreasonably withheld) and must provide the new code promptly if consent is given.

5.3.3 Lock and Bolt Changes

The Tenant must not change, damage or add to locks or bolts without prior written consent. Where new locks or bolts are fitted, the Tenant must give the Landlord or Agent a full set of keys. Replacement keys will be charged at £50 to cover key cutting, administration costs and security checks.

5.3.4 Unauthorised Locks

If locks or bolts are installed or changed without consent, the Tenant must remove them if requested and pay for making good any damage.

5.3.5 Securing the Premises

The Tenant must take reasonable steps to keep the Premises secure, including locking doors and windows and setting any burglar alarm when leaving the Premises unoccupied. Bedroom windows must not be left open when leaving the property.

5.3.6 Pest Control

The Tenant must take reasonable precautions to prevent infestation by vermin, rodents, insects or animal fleas. Where infestation arises as a result of the Tenant's actions, the Tenant is responsible for the reasonable costs of fumigation, cleaning and rectifying the cause.

5.4 Garden and Exterior

5.4.1 Tree and Shrub Protection

The Tenant must not dig up or cut down any trees, shrubs or bushes without the Landlord's prior written consent.

5.4.2 Garden Maintenance

The Tenant must keep any lawns regularly mown, and keep patios, paths, garden areas, flower beds, shrubs and borders tidy and reasonably free from weeds, maintaining them in substantially the same condition as at the start of the tenancy.

5.5 Use of the Premises, Fixtures and Fittings - Tenant-Like Manner

5.5.1 Careful Use and No Damage

The Tenant must take reasonable and proper care of the Premises and must not deliberately damage or alter the Premises, its décor, fixtures or fittings.

5.5.2 Window Cleaning

The Tenant must clean or have cleaned all reasonably accessible windows, inside and out, as necessary during the tenancy and within one month prior to the end of the tenancy.

5.5.3 Broken Glass

If any windows or doors are cracked or broken due to the Tenant's actions or those of their guests, the Tenant must promptly arrange replacement to the required specification and bear the costs.

5.5.4 Electrical Safety

The Tenant must avoid overloading electrical circuits by improper use of multi-socket adaptors and extension leads. The tenant must not use portable electrical heaters in the premises unless provided by the landlord or agent.

5.5.5 Light Bulbs

The Tenant must replace, as necessary, all light bulbs, fluorescent tubes and fuses, and ensure all are in working order at the end of the tenancy.

5.5.6 Smoke and Carbon Monoxide Alarms

The Tenant must test any battery-operated smoke or carbon monoxide alarms regularly and replace batteries when needed. If an alarm still does not work after new batteries are installed, the Tenant must promptly inform the Landlord or Agent.

5.5.7 Drain Maintenance

The Tenant is responsible for unblocking sinks, basins, baths, showers and toilets where blockages are caused by the Tenant's misuse (e.g. disposal of fat, wipes, hair).

5.5.8 No Redecoration or Alterations

The Tenant must not redecorate, alter or add to the Premises without prior written consent.

5.5.9 No Harmful Substances in Drains

The Tenant must not put damaging substances (such as oil, grease or corrosive chemicals) into sanitary appliances or drains.

5.5.10 Reporting Defects

The Tenant must promptly notify the Landlord or Agent of any defect or disrepair which may become a hazard to life, limb or the Premises. This can be done by the house's WhatsApp group or by telephone to the landlord or agent.

5.5.11 Fire Hazards

The Tenant must not keep or bring onto the Premises any flammable substances or materials (other than small quantities for domestic use) that may reasonably be considered a fire hazard.

5.5.12 Fire Doors

The Tenant must not wedge open or obstruct any fire doors in the property. The tenant must report any damaged fire doors promptly to the landlord or agent.

5.5.13 Frost and Freezing Precautions

The Tenant must take reasonable steps, especially between November and February, to protect the Premises and its installations from damage by frost or freezing, including keeping adequate heating and ventilation.

5.5.14 Satellite Dishes and Aerials

The Tenant must not install satellite dishes, aerials, signs or advertisements on the Premises without written consent (not unreasonably withheld). Where consent is given, the Tenant is responsible for installing, removing and making good any damage.

5.5.15 No Nuisance or Anti-Social Behaviour

The Tenant must not do anything at the Premises (including playing loud music) that causes nuisance, annoyance or anti-social behaviour to neighbours or other occupiers.

5.5.16 No Fixture Removal

The Tenant must not remove the Landlord's fixtures or fittings from the Premises or store them in outbuildings without written consent. They must be returned to their original positions at the end of the tenancy.

5.5.17 Picture Hooks Only

The Tenant must not use nails, glue, sticky tape, Blu-Tack or similar fixings on walls, ceilings or woodwork, except for a reasonable number of commercially made picture hooks, and must make good any damage.

5.5.18 Boats, Caravans and Vehicles

The Tenant must not keep boats, caravans or commercial vehicles at the Premises or any communal car park without written consent.

5.5.19 Vehicle Repairs

The Tenant must not carry out vehicle repairs, other than minor maintenance on a vehicle they own, at the Premises.

5.5.20 Condensation Prevention

The Tenant must take reasonable steps to heat and ventilate the Premises to prevent condensation, and must promptly wipe down and clean surfaces to prevent mould and damage.

5.5.21 Breach Remedy Period

If the Tenant fails to comply with any obligations relating to the care or use of the Premises, the Landlord may give written notice specifying the breach and a reasonable period (normally not more than four weeks, or less if urgent) to remedy it. If the Tenant does not comply within this period, the Landlord may undertake the work and the Tenant must pay the reasonable costs incurred.

5.5.22 NO COMMUNAL AREA OBSTRUCTIONS (Critical Clause)

No articles of any description may be left in communal areas at any time for any reason.

Breach of this clause is a breach of the tenancy and may be relied upon by the Landlord as a basis for Section 8 Ground 12 (any breach of tenancy) and, if persistent or causing neighbour complaints, Ground 14A (anti-social behaviour), with a minimum of 2 weeks' notice to quit.

This includes but is not limited to: bikes, scooters, push chairs, boxes, bags, rubbish, furniture, shoes, mats, plants, or any other items.

5.5.23 PETS - CONTROLLED WITH RENT PREMIUM

The Tenant must not obstruct any common parts of the property.

The Tenant must not keep pets at the Premises without the Landlord's prior written consent.

Consent will not be unreasonably withheld where the Tenant:

- Provides proof of suitable pet insurance (minimum £250,000 public liability cover);
- Agrees to a pet rent premium (up to 20% increase in monthly rent, implemented via Section 13 notice).

Any pet damage, soiling or additional cleaning will be deducted from the Deposit.

Breach (keeping pets without consent) = Section 8 Ground 12 possession claim (2 weeks' notice).

5.6 Access and Inspection

5.6.1 Final Two Months Viewings

During the last two months of the tenancy, the Tenant must, on at least 24 hours' written notice, permit the Premises to be viewed at reasonable times by prospective tenants or purchasers accompanied by the Landlord or Agent.

5.6.2 For Sale / To Let Board

During the last two months, the Tenant must permit a "For Sale" or "To Let" board to be displayed.

5.6.3 Party Wall Act Compliance

Where required by the Party Wall etc. Act 1996, the Tenant must allow access to the Premises by adjoining owners and their contractors on proper formal notice.

5.6.4 Regular Access for Inspections and Repairs

The Tenant must allow the Landlord or Agent, and their contractors, access to the Premises on at least 24 hours' written notice (except in emergencies) to inspect its condition, carry out repairs, safety checks, improvements or other works required by law or this agreement.

In an emergency, reasonable immediate access may be taken without notice.

5.7 End of Tenancy

5.7.1 At the end of the Tenancy the Tenant must leave the Property, including all fixtures, fittings, furniture, carpets and appliances, cleaned to at least the same standard of cleanliness recorded in the check-in inventory and schedule of condition, allowing for fair wear and tear. If the Tenant fails to do so, the Landlord may arrange such cleaning as is necessary to restore that standard and may seek to recover the reasonable, properly evidenced cost of that cleaning from the Tenancy Deposit in accordance with the rules of the relevant

Tenancy Deposit Scheme.”

5.7.2 Removal of Belongings and Rubbish

The Tenant must remove all their belongings and rubbish from the Premises and arrange for lawful disposal of all waste at their own cost.

5.7.3 Return of Keys

The Tenant must return all keys (including any additional or duplicate keys) for the Premises to the Landlord or Agent on or before the last day of the tenancy.

5.7.4 Checkout Cooperation

The Tenant must cooperate with the Landlord's checkout inspection and any updates to the Inventory/Schedule of Condition, and pay any reasonable checkout/inventory amendment fees (to the extent permitted by law and as agreed).

5.7.5 Abandoned Items

Any belongings left behind at the Premises after the tenancy ends may, after reasonable attempts to contact the Tenant and giving a short notice period (normally 7 days), be treated as abandoned.

The Landlord may remove, store or dispose of them as they see fit and charge the Tenant the reasonable costs incurred, deducting them from the Deposit or otherwise recovering from the Tenant.

5.7.6 Bulky Item Charges

Where items are bulky or prevent the Landlord or others from comfortably occupying, re-letting or selling the Premises, the Landlord may claim a reasonable daily sum equivalent to the rent until the items are removed or disposed of.

5.7.7 Forwarding Address

The Tenant must promptly provide a forwarding address just before or at the end of the tenancy to facilitate deposit return and further communication.

5.7.8 Restoration to Inventory Condition

The Tenant must return the Premises and its contents to the condition recorded in the Inventory and Schedule of Condition, allowing for fair wear and tear only.

6. LANDLORD'S OBLIGATIONS

6.1 Statutory Repairs (Section 11)

The Landlord must comply with section 11 of the Landlord and Tenant Act 1985, keeping in repair:

- The structure and exterior of the Premises (including drains, gutters and external pipes);
- The installations for the supply of water, gas, electricity and sanitation (basins, sinks, baths and toilets);
- The installations for space heating and heating water.

In determining the standard of repair required, regard shall be had to the age, character and prospective life of the Premises and the locality in which it is situated.

6.2 Gas and Electrical Safety

The Landlord must ensure compliance with gas and electrical safety regulations, including:

- Annual gas safety checks (Gas Safety (Installation and Use) Regulations 1998);
- Valid electrical installation condition reports where required (Electrical Equipment (Safety) Regulations 2016).

The Tenant permits access to the Premises for these checks.

6.3 Quiet Enjoyment

The Landlord must allow the Tenant quiet enjoyment of the Premises without unreasonable interference, subject to the Landlord's statutory rights and rights under this agreement.

7. RENT REVIEWS, NOTICES & GENERAL

7.1 Rent Increases (Section 13)

Rent may only be increased via Section 13 Housing Act 1988 notice (minimum 2 months' notice required, effective from start of rental period).

Increases are capped at market/formula rent as determined by law.

Pet rent premium (up to 20% documented increase) is permitted where pets are kept with consent and proper notice is given.

7.2 Notices

Any notice or document given under this agreement must be in writing and may be served by:

- Hand delivery
- Post
- Email

Notices should be sent to the addresses given for the Landlord and Tenant or any updated address notified in writing.

7.3 Variations

Any variation to this agreement must be in writing and signed by or on behalf of both the Landlord and the Tenant, or made via a lawful statutory procedure (e.g. Section 13 rent increase).

7.4 Invalidity

If any term of this agreement is found invalid or unenforceable, the remainder shall continue in full force, with the invalid term adjusted as necessary to reflect the parties' original intentions while being legally compliant.

8. SIGNATURES

Date of Agreement: _____

LANDLORD

Signed: _____

Name: Rachel Lowe

Date: _____

TENANT

Signed: _____

Name: _____

Date: _____

SCHEDULES (Attached - Mandatory)

- ☐ Inventory and Schedule of Condition
 - ☐ Deposit Registration & Prescribed information (Within 30 days)
 - ☐ Gas Safety Certificate
 - ☐ Electrical Safety Certificate (EICR)
 - ☐ Energy Performance Certificate (EPC)
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NOTES FOR LANDLORD AND TENANT

Important: This agreement is drafted in compliance with the Renters' Rights Act 2025 (effective 1 May 2026).