



**EXPERT ADVICE**

# What you need to include in your tenancy agreement

# WHAT TO INCLUDE IN YOUR TENANCY AGREEMENT



“ In the event of a dispute between you and your tenant over any deductions to the deposit, your Tenancy Agreement is one of the most important pieces of evidence you will need to submit to an adjudicator as it outlines your responsibilities as the landlord, and also your tenant’s contractual obligations. For this reason, it’s paramount that your Tenancy Agreement is robust, and contains anything you may need to rely on at a later date. ”

Suzy Hershman, Head of Dispute Resolution

Here are some key considerations for clauses you may wish to include in your agreement:

## Your details and your tenant’s name

Names and contact details of any party to the agreement, along with the full address of the property which is being let. This detail determines who is responsible and liable.

## Tenancy start date and duration

Date the tenancy begins and the length of the agreement, including the date on which the tenancy ends.

## Ending tenancy early and notice periods

Whether the tenancy can be ended early including how this can be done, including how much notice is required to end the tenancy and if there are any costs (these must be transparent and reasonable).

## Rent payments and payment dates

How much rent is due, the payment frequency and payment dates, how payments are to be made, and any circumstances when the rent may be increased.

## Details of the deposit protection

Include details of the amount, and how it has been protected in line with the legislation. Set out the circumstances in which the landlord may make deductions from the deposit, including the reasons the deposit can be fully or partly withheld (eg to repair damage caused by tenants and rent arrears).

## Repairs and maintenance

Who is responsible for repairs, and also how and when the tenant should report any damage to you to ensure that matter can be dealt with quickly.

## Garden maintenance

Any responsibility for garden maintenance (if there is a garden) including front and back gardens, sheds and trees, mowing, weeding and general upkeep, again this must be reasonable.



## Bills

Which bills your tenants are responsible for throughout the tenancy and which bills you will cover. Include water and other utility bills, council tax, television licence or details of service charges.

## Cleaning

Detail how the property should be returned at the end of the tenancy. Note the tenant is only responsible for returning the property in the condition they took it. It is deemed unfair to state that the property should be ‘professionally cleaned’ at the end of the tenancy, you should only state that it should be ‘cleaned to a professional standard’.



## Pet clauses

Include a clause as to whether pets are allowed in the property.

## Subletting

Rules on subletting and details of whether other people are allowed the use of the property, and if so, which rooms and for how long.

## Smoking clauses

This is often a common cause for disputes so it is important to include your position on smoking in the property.

## Nuisance in the property

This would include any actions that would increase insurance on the property, or cause nuisance to you or the neighbours of the property such as noise and playing musical instruments after certain hours.

## Natural disasters

The tenant's duty to report any damage caused by fire, theft, flood, and natural disasters, and provide sufficient detail for the landlord to make an insurance claim.

## Use of the property

Outline the use of the property for residential purposes and that the property is not to be used for business or illegal purposes.

## Administration fees

Any administration fees in relation to the granting and renewal of the tenancy must be transparent, reasonable and fair.

## Vacant periods

What the tenant is to do in the event of the property being vacant for a specified number of consecutive days, for example, turning off the water over Christmas periods. You should specify that the property must always be locked and secure (including using any burglar alarm) when empty.

## Furniture

State your terms on the introduction or removal of furniture in the property and who is liable for removal costs in the event that furniture is left in the property without permission.

## Taking possession

Set out that you may be required to take possession of the property through legal means under either s.8 or s.21 of the Housing Act 1988.

## Your tenant's responsibilities for showing other tenants around

Include details of when your tenants may be required to show tenants around at the end of the tenancy.

## Additional considerations:

You can include specially negotiated clauses at the end of the tenancy agreement but these must be clearly communicated to, and signed by the tenant and should still be legal, fair and reasonable.



### Tip


The Office of Fair Trading Guidance on Unfair Terms is very clear that a clause in a contract must be clear and fair, and can be challenged in certain circumstances. This means that words which may be considered fair in one agreement are not necessarily fair in another.

Please note that the above are suggestions of clauses you may wish to include. For advice on specific wording and specialist clauses we recommend you contact a landlord or letting agent organisation such as NLA or UKALA who provide advice and support to their members.

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DEPOSIT PROTECTION

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