

# Joint Tenancy Agreement (see note 1)

Date.....(see note 2)

## Parties

### 1. The landlord

Name.....  
.....

### 2. The Tenants

i.  
Name.....  
.....

ii.  
Name.....  
.....

iii.  
Name.....  
.....

iv.  
Name.....  
.....

v.  
Name.....  
.....

vi.  
Name.....  
.....

## The Property

The house/flat (delete as appropriate) situated  
at:.....

.....  
.....  
.....  
.....

## **Period of the Tenancy** (see note 3)

The tenancy will run for a period of ..... months/weeks (delete as appropriate), commencing..... 20.... and expiring  
.....20....

## **The Rent** (see note 4)

Either

1. The tenants are jointly and severally liable for the rent for the whole premises of \$..... per month/week.

Or

2. The tenants are liable for a rent of \$..... per person per month/week.

The rent is payable monthly/weekly/four-weekly (delete as appropriate) in advance, the first payment to be made on..... 20....

## **General letting provisions**

### **1. Break Clause** (see note 5)

The tenants may bring the tenancy to an end before the agreed expiry date of the tenancy by giving one month's notice/ four week's notice (delete as appropriate) in writing to the landlord.

### **2. Tenants' obligations** (see note 6)

The tenant agrees to:

- (a) Pay the rent as agreed.
- (b) Pay a deposit of \$..... on signing this agreement to be held by the landlord.
- (c) Pay all charges for the use of gas, electricity, telephone and water. (see note 7)
- (d) Not damage the property, make any alterations or decorate any part of the premises without the landlord's written consent.
- (e) Keep the furniture from being destroyed or damaged, fair wear and tear excepted and not to remove any items of furniture from the property.
- (f) Return the premises to the landlord at the end of the tenancy in the same clean state and condition as at the commencement of the tenancy, fair wear and tear excepted.
- (g) Leave the furniture at the end of the tenancy in the rooms or places in which they were at the beginning of the tenancy.

(h) Allow the landlord on giving reasonable notice (except in the case of an emergency where no notice shall be required) to enter the premises in order to inspect for disrepair and to carry out any repairs.

(i) Not to sublet the premises or any part of the premises without the landlord's written consent.

(j) Use the premises as a private residence and not engage in any business or trade at the premises, nor receive paying guests.

(k) Not to cause a nuisance to neighbors.

(l) Allow the landlord on giving reasonable notice to show around prospective tenants or purchasers at reasonable hours in the daytime within the last 4 months of the tenancy.

(m) Send to the landlord copies of all notices received by the tenants in respect of the property.

(n) (add extra obligations as agreed)

(o)

(p)

(q)

### **3.The landlord's obligations** (see note 8)

The landlord agrees to:

(a) Pay all outgoings and assessments in respect of the property other than those mentioned 2(c) above.

(b) Keep in repair the structure and exterior of the property and the installations for the supply of water, gas, electricity and sanitation.

(c) Keep in repair and good working order the following electrical appliances supplied by the landlord: fridge, freezer, washing machine, dishwasher, tumble dryer, micro-wave oven, TV, video recorder (add or delete as appropriate).

(d) Keep in repair and good working order the following (if supplied by the landlord): fire alarms, fire extinguishers, fire blankets, smoke detectors, carbon monoxide detectors, carbon monoxide alarms, burglar alarm (add or delete as appropriate).

- (e) Allow the tenants to quietly possess and enjoy the premises without unlawful interruption from the landlord.
- (f) Return to the tenants any rent paid for any period while the property is rendered uninhabitable by fire or otherwise.
- (g) Return to the tenants the deposit at the end of the tenancy, subject to any reasonable deductions in respect of damage, unpaid rent or costs arising out of the tenants' breach of contract. The landlord shall account to the tenants for the balance of the deposit, if any, and if the deposit is not returned in full, send to the tenants a written statement detailing any deductions.
- (h) (add extra obligations as agreed)
- (i)
- (j)
- (k)

#### 4. Landlord's right to let the property

The landlord confirms that any consent or permission needed to allow him/her to enter into this agreement, eg from a head landlord, mortgage lender, etc, has been obtained.

#### 5. Landlord's address

For the purposes of Section 48 of the Landlord and Tenant Act 1987 the landlord's address for the service of notices is:

.....  
 .....  
 .....  
 .....  
 .....  
 .....  
 .....  
 .....  
 .....

#### SIGNED by the tenants:

i. Name:.....  
 Signature:.....

ii. Name:.....

Signature:.....

iii.

Name:.....Signature:.....

.....

iv. Name:.....

Signature:.....

v. Name:.....

Signature:.....

vi. Name:.....

Signature:.....

### **SIGNED by the landlord:**

Name:.....

Signature:.....

### **Notes**

1. Where there are a number of prospective tenants a landlord can offer them either a joint tenancy of the whole of the premises, or s/he can offer each tenant a tenancy of their own separate room within the premises. This document is intended to be used to create a joint tenancy. Joint tenants are usually 'jointly and severally liable' for the rent for the whole property. This would mean that individually and as a group each of the joint tenants is liable for the whole rent. However, if the tenancy agreement provides otherwise, joint tenants can each be liable for their own rent and the rent for the whole property. This document can be used either to create joint and several liability for rent, or to create separate obligations to pay rent. Please see note 4, below.

2. This should be the date the agreement is signed, not the commencement date of the tenancy.

3. Tenancy agreements can either run for a fixed-period of time or they can run from month to month or week to week with no agreed expiry date. Most agreements in \_\_\_\_\_ are for a fixed period of time, and this document is designed to be used for this purpose. If you want to stay on at the end of the fixed-term you may be entitled to do so. Please seek advice on this from \_\_\_\_\_ Advice.

4. If your intention is to create joint and several liability for rent (see note 1, above) you should delete option no. 2 and insert a rent figure that covers the total monthly or weekly rent due for the whole premises, eg \$800 per month. If, alternatively, the intention is that each joint tenant will be liable to pay their own individual rent you should delete option no. 1 and insert the appropriate weekly or monthly rent each tenant is liable to pay, eg \$40 per person per week. If the intention is that each tenant will pay a different amount of rent determined by the size or quality of 'their' room it is advisable to set out the details on a separate sheet of paper, headed 'Schedule of Rents', and attach it to this agreement.

5. The 'break clause' allows the tenants to bring the agreement to an end before the expiry of the agreed fixed term. The period of notice should tie in with the rent payments, so that if you pay rent each month the notice period in the break clause should be one month, and if you pay a weekly or four-weekly rent the notice period in the break clause should be 4 weeks. Please note, however, that in order to bring the tenancy to an end all the tenants must agree to use the break clause – it cannot be used by one tenant alone. If the landlord and tenants agree that there should not be a break clause, simply delete it. It is advisable for both parties (ie the landlord and all the tenants) to sign and date any changes to this document.

6. The tenants' obligations listed are ones that are generally found in most tenancy agreements. Landlords and tenants are free to negotiate any terms they wish, so please add, delete or amend any that are not appropriate. It is advisable for both parties (ie the landlord and all the tenants) to sign and date any changes to this document.

7. Normally, tenants are responsible for paying gas, electricity, water and telephone charges. However, if your rent is inclusive of bills or you do not receive any of these services or your landlord has agreed to pay any or all of them you should delete gas/electricity/water/telephone accordingly.

8. The landlord's obligations listed are ones that are generally found in most tenancy agreements. Landlords and tenants are generally free to negotiate any terms they wish, so please add, delete or amend any that are not appropriate. It is advisable for the landlord and all the tenants to sign and date any changes to this document. Please note, however, that landlords have certain obligations which by law cannot be signed away, eg to keep in repair the structure and exterior of the premises and the installations for the supply of water gas and electricity. For more information about landlord's obligations please see the \_\_\_\_\_ Housing Guide, copies available from \_\_\_\_\_.