

Assured Periodic Tenancy Agreement

Assured Tenancy
Within the meaning of the
Renters' Rights Act 2025

1. The Parties & Address for Service

This Tenancy Agreement (the "Agreement") is made on _____ between:

Landlord(s): _____

Address for Service: _____ (This is the address in England or Wales at which notices, including notices in proceedings, may be served on the Landlord by the Tenant in accordance with the Assured Tenancies Regulations 2026).

Tenant(s): _____.

2. Rent and Increases

Rent: The Tenant shall pay rent of (____) per (____) in advance on the (____) of each rent period. Rent periods shall not exceed one calendar month.

Rent Increases: If the Landlord makes a new proposal to increase the rent under the tenancy, the Landlord **must** serve a notice on the Tenant in accordance with **Section 13 of the Housing Act 1988**, giving at least **two months' notice** before the proposed increase takes effect. The rent may be increased no more than once in any 12-month period, and the Tenant has the right to challenge any proposed increase through the First-tier Tribunal.

Tenant's Right to Challenge Initial Rent: In accordance with the Renters' Rights Act 2025, the Tenant may apply to the First-tier Tribunal to challenge the initial rent within the first **six months** of this tenancy if they consider it above the open market rate. The Tribunal may confirm or reduce the rent but cannot increase it above the amount agreed in this Agreement.

Rent Bidding Prohibition: The Landlord has not and shall not invite, encourage or accept any offer of rent above the advertised asking price. The rent stated in this Agreement reflects the advertised price.

3. Deposit

- (a) The Tenant shall pay a refundable tenancy deposit of _____ (not exceeding five weeks' rent). The Landlord shall protect the Deposit in a government-approved Tenancy Deposit Scheme within **30 days** of receipt and provide the prescribed information to the Tenant.
- (b) Advance rent shall not exceed **one month's rent**. No rent shall be collected before the tenancy agreement is signed by all parties. During the tenancy, any provision requiring more than one month's rent in advance is void.

4. Term (Periodic Tenancy)

This tenancy begins on _____ and shall continue as a **periodic tenancy** from the start date. The rent period shall be monthly.

Fixed-term tenancies are prohibited under the Renters' Rights Act 2025. The tenancy shall continue indefinitely until terminated by either party in accordance with Clause 11 of this Agreement.

12-Month Protected Period: For the first **12 months** of this tenancy, the Landlord may not rely on Ground 1 (landlord or family member occupation) or Ground 1A (sale of property) to seek possession. This provides the Tenant with a guaranteed minimum period of security at the property.

5. Utilities and Bill Transparency

Utilities and Services: The Tenant shall be responsible for payment of all utilities, including gas, electricity, water, and council tax.

Bill Transparency: There are no other bills or "relevant bill payments" (such as TV licences or communication services) payable to the Landlord in addition to the rent.

Note: If the Tenant pays the Landlord directly for any of these, the amount and notification method/due date must be stated per the Assured Tenancies Regulations 2026.

6. Condition of Premises

The Tenant shall take the Premises in good and clean condition and shall keep the Premises in good and clean condition throughout the tenancy.

7. Repairs and Fitness for Habitation

Landlord's Repairing Obligations: The Landlord is under an obligation to ensure the property is **fit for human habitation** at the start of the tenancy and throughout, as required by **Section 9A of the Landlord and Tenant Act 1985**. Furthermore, the Landlord shall comply with **Section 11 of the 1985 Act** to:

- Keep in repair the structure and exterior of the property (including drains, gutters, and external pipes).
- Keep in repair and proper working order the installations for the supply of water, gas, electricity, and sanitation.
- Keep in repair and proper working order the installations for space heating and heating water.

8. Use of Premises

- (a) The Premises shall be used for residential purposes only.
- (b) The Tenant shall not use the Premises for any illegal or commercial activity.

9. Pets and Equal Treatment

- (a) **Pets:** In accordance with **Section 16A of the Housing Act 1988** (as amended by the Renters' Rights Act 2025), the Tenant has the right to request to keep a pet by making a written request to the Landlord. The Landlord must respond in writing within **28 days** of receiving the request. Consent must not be unreasonably refused. Any refusal must be given in writing with clear reasons, and the Tenant may challenge an unreasonable refusal in court. The Landlord may require the Tenant to maintain appropriate insurance against pet damage.
- (b) **Equality Act & Disability:** Under **Section 190 of the Equality Act 2010**, the Landlord may not unreasonably withhold consent to a Tenant's application to make an improvement (such

as a disability adaptation) where a disabled person occupies the premises and the improvement facilitates their enjoyment of the home.

- (c) **Non-Discrimination:** The Landlord shall not discriminate against the Tenant based on the presence of children or receipt of benefits. This applies to all aspects of the tenancy, including viewing the property, granting the tenancy, and the terms offered.

10. Rent Transparency

The rent for the Premises must be clearly stated in any advertisement. Bidding wars or rent auctions are prohibited under the Renters' Rights Act 2025. The Landlord shall not invite, encourage or accept any offer above the advertised rent. The rent agreed in Clause 2 reflects the advertised price.

11. Termination and Possession

- (a) **Tenant's Notice:** The Tenant may end the tenancy at any time, including from the first day of the tenancy, by giving at least **two months' written notice** to quit (including by text or email). A shorter notice period may be agreed in writing with the Landlord. The notice must align with a tenancy (rent) period.
- (b) **Landlord Possession - Court Order Required:** The Landlord can only end this tenancy by obtaining a court order for possession under **Section 8 of the Housing Act 1988**. The Landlord has no right to serve a "no-fault" Section 21 notice. Possession will only be granted where a statutory ground is proven.
- (c) **Statutory Grounds for Possession:** The Landlord must serve a notice in the prescribed form specifying the ground relied upon. Key grounds and their minimum notice periods include:
- **Ground 1** (Landlord/family member moving in) - 4 months' notice. Cannot be used in the first 12 months of the tenancy.
 - **Ground 1A** (Landlord intends to sell) - 4 months' notice. Cannot be used in the first 12 months of the tenancy. The Landlord may not re-let the property for 12 months after possession is obtained.
 - **Ground 8** (Rent arrears) - 4 weeks' notice. Applies where the Tenant is at least **3 months' (or 13 weeks')** rent in arrears both at the time notice is served and at the possession hearing.
 - **Ground 6** (Redevelopment/demolition) - 4 months' notice. Tenancy must have been in place at least 6 months before notice is served.
 - **Ground 6B** (Compliance with enforcement action) - Court may order Landlord to pay compensation to the Tenant.
- (d) **Evidence Requirement:** All possession grounds are evidence-based. The Landlord must be able to demonstrate the ground cited. Knowingly or recklessly mis-using a possession ground is a criminal offence and may result in a Rent Repayment Order of up to two years' rent.

12. Dispute Resolution

Any disputes arising under this Agreement shall first be referred to the **Private Rented Sector (PRS) Landlord Ombudsman** before any court proceedings are initiated. Membership of the PRS Landlord Ombudsman scheme is a **legal obligation** for the Landlord under the Renters' Rights Act

2025. The Landlord confirms they are, or will be upon the scheme's launch, a registered member of the PRS Landlord Ombudsman.

13. Safety Summaries

Landlord Safety Obligations: The Landlord must provide the Tenant with:

1. A valid Energy Performance Certificate (EPC);
2. Gas Safety Certificate (if applicable);
3. Electrical Safety Report (EICR).

Electrical Safety: The Landlord must ensure electrical safety standards are met and that installations are inspected and tested by a qualified person at least every five years.

Gas Safety: The Landlord must maintain all relevant gas fittings and flues in a safe condition and ensure an annual safety check is performed by a Gas Safe registered engineer. A copy of the current Gas Safety Record must be provided to the Tenant before the tenancy begins and within 28 days of each annual check thereafter.

14. Mandatory Government Information Sheet

Landlord's Legal Obligation - Action Required

Under the Renters' Rights Act 2025, the Landlord (or their letting agent) is legally required to provide every named Tenant with the official **Renters' Rights Act Information Sheet 2026**, published by the UK Government. Failure to comply may result in a fine of **up to £7,000**. If the breach continues for more than 28 days after a penalty has been issued, further civil penalties of up to **£40,000** may apply.

Deadline: The Information Sheet must be provided to the Tenant **by 31 May 2026** (for tenancies in existence before 1 May 2026) or at the start of any new tenancy.

How to serve it: The official PDF must be provided either as a printed copy or as a PDF attachment sent by email. A link to the PDF is not sufficient. A copy must be given to **every Tenant** named in this Agreement.

Free tool - share the Information Sheet with your Tenant now:

<https://app.lendlord.io/renters-right-act> - Use Lendlord's free tool to share the Renters' Rights Act Information Sheet with your Tenant quickly and compliantly.

Confirmation of Service: The Landlord confirms that the official Renters' Rights Act Information Sheet 2026 has been / will be provided to the Tenant named in this Agreement on or before: _____

15. Private Rented Sector (PRS) Database

Under the Renters' Rights Act 2025, all private landlords in England are required to register on the new **Private Rented Sector (PRS) Database**. Registration is compulsory for landlords of assured tenancies and a fee is payable. Registration on the PRS Database is a pre-condition for serving valid possession notices (except in cases of tenant anti-social behaviour). Failure to register may result in fines of up to **£7,000**, rising to **£40,000** for repeated breaches or submission of fraudulent information. The Landlord confirms they will register on the PRS Database as required by law and provide the Tenant with their PRS Database registration number upon registration: _____

16. Notices

All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, sent by pre-paid first-class post, sent as a PDF attachment by email, or sent by text message, to the parties at the addresses set out above or to such other address as either party may from time to time designate in writing. A hyperlink to a document does not constitute valid service of a notice.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the **Renters' Rights Act 2025**. Any term of this Agreement that conflicts with the Renters' Rights Act 2025 or any other applicable legislation shall be of no effect.

SIGNED BY THE PARTIES:

Landlord: _____ Date: _____

Tenant: _____ Date: _____