

HMO TENANCY AGREEMENT

Property Address: _____ Agreement Reference No.: _____

Landlord Details:

Full Name / Company Name: _____

Address: _____

Contact Phone: _____

Tenant Details:

Full Name(s): _____

Current Address: _____

Contact Phone: _____

Property Details:

Description of Property (including HMO license no. if applicable): _____

Number of Rooms: _____ Maximum Occupancy: _____

Tenancy Term:

Term Type (e.g., fixed term, periodic): _____

Term Length (if fixed term): _____

Rent and Payments:

Monthly Rent Amount: _____ GBP

Rent Payment Due Date Each Month: _____

Payment Method: _____

Deposit:

Deposit Amount: _____ GBP

Deposit Protection Scheme Details: _____

Clause 1 – Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings: “Landlord”, “Tenant”, “Property”, “Deposit”, “Term”, “Rent”, and any other defined words as used throughout this document.

Clause 2 – Grant of Tenancy

The Landlord grants to the Tenant a tenancy of the Property for the Term and subject to the terms and conditions set out in this Agreement.

Clause 3 – Rent

The Tenant shall pay the Rent to the Landlord in advance on the date specified each month without any deduction, set-off or delay. The Rent is exclusive of Council Tax, utilities, and other charges unless otherwise stated.

Clause 4 – Deposit and Deposit Protection

The Tenant shall pay the Deposit to the Landlord upon signing this Agreement. The Landlord shall protect the Deposit in a government-approved Tenancy Deposit Scheme in accordance with the Housing Act 2004 and provide the Tenant with prescribed information.

Clause 5 – Use of Property

The Property shall be used solely as a residential dwelling by the Tenant and any permitted occupiers. The Tenant shall not carry out any illegal or commercial activities on the Property.

Clause 6 – Occupancy Limits

The maximum number of occupants permitted in the Property shall not exceed the number of rooms specified and shall comply with all relevant housing and fire safety regulations applicable to HMOs.

Clause 7 – Maintenance and Repairs

The Landlord shall maintain the structure and exterior of the Property and keep installations for the supply of water, gas, electricity, sanitation, and heating in proper working order. The Tenant shall keep the Property clean and report any repairs needed promptly.

Clause 8 – Health and Safety

The Landlord shall ensure that the Property complies with all health and safety laws affecting HMOs, including fire safety provisions, gas safety checks, electrical safety, and provision of smoke and carbon monoxide alarms.

Clause 9 – Access to Property

The Landlord or authorized agents may enter the Property upon reasonable notice to carry out repairs, inspections, or comply with legal obligations, except in emergencies where immediate access is permitted.

Clause 10 – Tenant's Obligations

The Tenant shall not cause nuisance or annoyance to neighbours or other occupants, shall comply with the terms of this Agreement, and shall not make alterations or additions to the Property without the Landlord's written consent.

Clause 11 – Subletting and Assignment

The Tenant shall not assign, sublet, or part with possession of the Property or any part thereof without the Landlord's prior written consent.

Clause 12 – Ending the Tenancy

The tenancy may be ended by either party giving the other the required written notice in accordance with applicable UK law and any regulations governing HMOs.

Clause 13 – Deposit Return

Subject to compliance with this Agreement and condition of the Property, the Deposit shall be returned to the Tenant at the end of the tenancy, less any agreed deductions for damages, unpaid rent, or breach of terms.

Clause 14 – Inventory

An inventory of the Property's contents and condition shall be agreed and signed by both parties at the start and end of the tenancy.

Clause 15 – Legal Compliance

Both parties shall comply with all applicable laws, regulations, and licensing requirements relating to HMOs, including but not limited to the Housing Act 2004, the Management of Houses in Multiple Occupation (England) Regulations 2006, and the Deregulation Act 2015.

Clause 16 – Notices

All notices under this Agreement shall be served in writing and deemed served in accordance with applicable statutory provisions.

Clause 17 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute arising under or in connection with this Agreement.

Clause 18 – Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the tenancy and supersedes any prior agreements or understandings.

Clause 19 – Severability

If any provision of this Agreement is found to be void or unenforceable, it shall be severed and the remaining provisions shall continue in full force and effect.

Clause 20 – Signatures

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

LANDLORD'S SIGNATURE

TENANT'S SIGNATURE

Signature: _____

Signature: _____

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