



Contract / Tenancy Checklist

	✓
Have you been asked to pay a holding deposit (maximum 1 weeks rent)?	
If yes, have you been given the terms and conditions of this payment in writing?	
Have you received a draft copy of the contract before the payment of the holding deposit is due?	
Does the front page of the contract contain information about getting advice prior to signing?	
Does the contract state the full name and address of the landlord?	
Does the property address match the address you viewed?	
What type of contract is it – Assured Shorthold Tenancy or Licence / Lodgers agreement?	
Are the start and end dates of the contract listed (check the start and end dates matches your needs)?	
How much is the rent – can you afford this?	
How is the rent paid (weekly/monthly/termly)? NB: monthly rents are calculated by weekly rent x 52 weeks ÷ 12 months)	
What does the rent include (some or all of the utility bills etc or none)?	
How much is the deposit?	
Which Tenancy Deposit Scheme will protect the deposit?	
Is there a break clause?	
Does the landlord require a UK based guarantor?	
Does the landlord require any references, if so from whom?	
Did you agree any repairs, re-decoration or additional furniture with the landlord / agent? (Ensure this is confirmed in writing)	
Have you received a copy of the 'How to Rent' booklet?	
Have you had your contact checked by Housing Services?	
Notes:	

Contract Checking Glossary

Term	Meaning
Additional Occupier	A person that is not a tenant but has permission to stay in the property
Arrears	Rent that is owed
Assign	To transfer your tenancy to someone else
Assured Shorthold Tenancy (AST)	The most common form of tenancy is an AST. It grants the tenant exclusive occupation and landlord requires a court order to end it within a fixed term
Break Clause	Allows both the tenant and landlord to give notice to end the tenancy early. Conditions for exercising the break clause should be the same for the landlord and tenant
Data Protection	This relates to the laws in place to control and safeguard the way your personal information is used by organisations
Fixtures and fittings	Fixtures are items which are attached to the property, such as a boiler; fittings are items which are free standing or hung by a nail or hook such as a painting.
Inventory	A written record of highlighting its condition, listing the items within it and their condition. It will normally include pictures
Joint and several liability	Where you have a joint tenancy agreement, each tenant will be jointly and individually liable for paying rent as well as carrying out all the obligations in the tenancy agreement. You will all be equally liable.
Landlord obligation	What the landlord is required to do
Licence to occupy (licence)	A licence is personal permission for someone to occupy accommodation. It allows no-exclusive occupation, typically on a short-term basis
Quiet enjoyment	A tenant's right not to have the landlord or the landlord's agents interfere with their tenancy. For example, by not giving reasonable notice before visiting the property
Schedule of Condition	A record of the condition of the property at a particular date (usually) at the beginning of a tenancy)
Special conditions	There are individually negotiated terms between you and your landlord or agent. For example, a break clause or provision of furniture
Statutory notice	A minimum amount of notice required by law
Statutory rights	Rights you are legally entitled to because of an existing law
Sublet	Renting all or part of a property that you are renting from someone else
Surrender	A voluntary agreement between landlord and tenant to end a tenancy
Tenant obligation	What the tenant is required to do
Tenant like manner	Looking after the property and treating it like it was your own. For example, by carrying out small jobs such as changing light bulbs
Unfair terms	A term in the contract which creates a significant imbalance the landlord and tenants' rights and obligations under the tenancy. Such a term will be in breach of consumer regulations
Uninhabitable	Not suitable for an occupier to live in. Determining that a property is uninhabitable can be difficult. Seek advice if you are concerned about the condition of you home
Utilities	Essential services such as gas, water and electricity
Vacant possession	Leaving the property unoccupied and free of your belongings
Void	Not binding on the parties under the agreement