

EXCLUDED TENANCY AGREEMENT

Property Address: _____ Date of Agreement: _____

Landlord Information:

Full Name / Company: _____

Address: _____

Contact Phone / Email: _____

Tenant Information:

Full Name: _____

Address: _____

Contact Phone / Email: _____

Property Details:

Description of Property: _____

Fixtures and Fittings Included: _____

Terms of Agreement:

Term of Occupation: _____

Rent Amount: _____ GBP

Payment Frequency: _____

Deposit Amount (if any): _____ GBP

1. Excluded Tenancy Status

The parties agree that this agreement does not create a tenancy under the Housing Act 1988, nor does it create assured shorthold tenancy status. The Tenant occupies the Property under an excluded tenancy, which means that certain statutory protections do not apply.

2. Occupation

The Tenant is entitled to occupy the Property for residential purposes only and shall not assign, sublet, or part with possession of the Property or any part thereof without the prior written consent of the Landlord.

3. Rent and Payment

The Tenant shall pay the rent specified without deduction or set-off on the dates and in the manner agreed. Failure to pay rent when due will entitle the Landlord to take recovery action and seek possession without a court order.

4. Deposit

If a deposit is taken, it will be held by the Landlord and is not subject to protection under any tenancy deposit scheme. The deposit may be used to cover unpaid rent, damage, or breaches of the agreement.

5. Repairs and Maintenance

The Landlord shall maintain the structure and exterior of the Property and keep installations for the supply of water, gas, electricity, and sanitation in repair and proper working order. The Tenant shall keep the interior of the Property in a clean and tenable condition.

6. Access

The Landlord or their agents may enter the Property on reasonable notice to carry out inspections, repairs, or other necessary works. In emergencies, no notice is required.

7. Termination

The Landlord may terminate this agreement by giving notice in writing as permitted by law, or by re-entry and possession after rent arrears or breach of covenant. The Tenant may terminate by providing written notice as agreed.

8. No Security of Tenure

The Tenant acknowledges that they do not have security of tenure and that the Landlord can regain possession without court proceedings under the Protection from Eviction Act 1977.

9. Tenant Obligations

The Tenant shall not cause nuisance or annoyance to the Landlord or neighbours, shall comply with all reasonable rules of the Property, and ensure no illegal or immoral use of the Property.

10. Governing Law

This agreement shall be governed by and construed in accordance with the laws of England and Wales.

11. Entire Agreement

This document contains the entire agreement between the parties relating to the occupation of the Property and supersedes any prior agreements or understandings.

12. Notices

Any notice under this agreement shall be in writing and delivered by hand, post, or email to the addresses specified, and shall be deemed received on the date of delivery or, if by post, two days after posting.

13. Signatures

This agreement may be executed in counterparts and may be signed electronically or in PDF format, each of which shall be an original and together constitute one agreement.

LANDLORD'S SIGNATURE

TENANT'S SIGNATURE

Signature: _____

Signature: _____

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