

NOTES FOR RESIDENTIAL TENANCY

This tenancy is intended for residential occupation on the MOD estate where no deposit will be taken from the tenant.

There is a fundamental difficulty for the MOD in that, as a Crown entity, it cannot grant either an assured tenancy or an assured shorthold tenancy. However it is possible that, on assignment or due to a future change in the law, Crown residential tenancies could be converted into ASTs or similar. The form of document therefore has similarities to a standard AST but it is not an AST. The termination provisions provide for a shorter notice period than an AST.

It should not be used when the occupation:

- is in Wales: there may need to be some further change to adjust the document to mirror the statutory arrangements in Wales; the Renting Homes (Wales) Act 2016 will replace ASTs in Wales with a new standard contract (modelled on ASTs);
- is commercial in nature;
- is part of the service family accommodation falling within the Annington estate;
- covers multiple residences;

If any one of the following applies:

- MOD is not the freehold owner of the property;
- A tenancy deposit or a guarantee is desirable;
- The arrangement requires planning permission or listed buildings consent;
- The proposed tenant is an individual with whom MOD has had a previous dispute or is incorporated or constituted outside the United Kingdom;
- Special security arrangements are necessary; or
- Substantive amendments are needed beyond the completion of the "Particulars",

then please seek guidance from the DIO Legal Team by contacting DIO-Legal@mod.gov.uk.

NB This licence was last modified on 1 October 2019 and has not been checked or modified since.

Please detach this page before using the Tenancy Agreement

DATED

20[]

RESIDENTIAL TENANCY

in respect of property known as

[INSERT PROPERTY ADDRESS]

between

(1) **THE SECRETARY OF STATE FOR DEFENCE**

and

(2) [INSERT TENANT NAME]



**Defence
Infrastructure
Organisation**

RESIDENTIAL LEASE

PARTICULARS	
1. Date	20 []
2. Landlord	THE SECRETARY OF STATE FOR DEFENCE care of Defence Infrastructure Organisation, [insert DIO office address]
3. Tenant	[INSERT TENANT NAME/ADDRESS]
4. Property	[INSERT PROPERTY ADDRESS]
5. Term	[INSERT DETAILS OF LEASE TERM]
6. Rent	[£ per month]
7. Regulations	The Tenant is expected to observe the following additional regulations:- <ul style="list-style-type: none">• [Details here]

AGREED TERMS

1 Grant of a Tenancy

1.1 The Landlord lets the Property to the Tenant for the Term.

2 Tenant's Covenants

2.1 The Tenant agrees:

2.1.1 to pay:

- (i) the Rent in advance on the first day of each month the first of such payments being made on the signature of this Agreement and on all occasions clear of all deductions;
- (ii) at all times during the tenancy all rates outgoings and supplies to the Property including water sewerage electricity gas telephone cable satellite television broadband and any other services which may at any time be assessed or charged upon the Property or the occupier and to pay to the Landlord on demand the cost to the Landlord of providing any such services to or in connection with the Property;
- (iii) for a television licence for the Property if a licence is required; and
- (iv) the council tax for the Property.

if any of the costs in this clause are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs as determined by the Landlord (acting reasonably).

2.2 to comply with all laws and recommendations of any relevant suppliers relating to the use of those services and utilities.

2.3 where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, to pay the costs associated with reconnecting or resuming those services.

2.4 to keep the interior of the Property including the landlord's fixtures and fittings therein clean and in good decorative repair and condition (damage by fire (occasioned by accident or negligence) storm and tempest excepted) and to keep all waste pipes from sinks baths and lavatory basins on the Property and all external gulley traps thereon clear of obstruction and to sweep the chimneys as often as may be needed but not less than once every year.

2.5 to keep the inside and outside of all windows that the Tenant can reasonably reach clean.

2.6 to send the Landlord a copy of any notice or other communication affecting the Property within seven days of receipt and not to take any action regarding such notices or communications without the prior consent of the Landlord.

- 2.7 to make good to the satisfaction of the Landlord any damage or repay to the Landlord on demand all reasonable costs and expenses incurred by or on behalf of the Landlord in making good any damage (other than damage by fire occasioned by accident or negligence) to the Property and Landlord's fixtures and fittings and the gas water and electrical installation and the glass in any windows and doors which may become cracked or broken with glass of equal quality therein caused through the act negligence or default of the Tenant or of any person being on the Property with his express or implied permission.
- 2.8 to repay to the Landlord on demand all reasonable costs and expenses incurred by or on behalf of the Landlord in making good any damage (other than damage by fire occasioned by accident or negligence) to the Property and the landlord's fixtures and fittings and the gas water and electrical installations therein caused through the act negligence or default of the Tenant or any person being on the Property with his express or implied permission and also to repay to the Landlord on demand the reasonable costs and expenses incurred by or on behalf of the Landlord in replacing the glass in any windows and doors which may become cracked or broken.
- 2.9 to keep the garden (if any) forming part of the Property in a tidy and suitable condition and free of rubbish including but not limited to the periodic cutting of grass and the trimming of boundary hedges.
- 2.10 to permit the Landlord or his officers agents or servants with or without workmen or other to enter on the Property at any reasonable time for the purpose of viewing the condition or of doing repairs or making alterations either to the Property or to any adjoining premises or to any apparatus fixtures and fittings thereon belonging to the Landlord and to make good to the satisfaction of the Landlord all defects therein for which the Tenant is liable hereunder and of which notice shall be given by the Landlord.
- 2.11 to give to the Landlord immediate notice of any damage occurring to the Property and of any repairs to the Property that ought to be carried out.
- 2.12 at all times during the tenancy to observe and cause his family servants guests and visitors to observe the Regulations specified in the Particulars.
- 2.13 at the end of this tenancy (however occurring) to deliver up the Property and the landlord's fixtures and fittings therein in clean condition and otherwise in accordance with the agreements on the part of the Tenant herein contained.
- 2.14 during the last month of the tenancy to allow the Landlord to exhibit a letting board or bill on any part of the Property and to permit the Property to be inspected at any time by prospective tenants.
- 2.15 The Tenant agrees not to:
- 2.15.1 affix or permit to be affixed any satellite dish wireless or television aerial bracket or stay or ancillary wiring on or to the exterior of the Property until written approval has been given by the Landlord and then only in accordance with any conditions imposed.

- 2.15.2 exhibit in or upon the Property any advertisement sign poster or name plate whatsoever.
- 2.15.3 erect any structures of any kind on the Property nor to make any alteration or addition whatsoever to the gas water or electrical installations in the Property or to the landlord's fixtures and fittings therein nor to make any other alteration or addition whatsoever (whether structural or otherwise) to the Property.
- 2.15.4 keep or permit to be kept on the Property or any part thereof any animal or bird of any description other than domestic animals or birds and not to keep such animals or birds in such a manner as to be prejudicial to health or a nuisance nor to do anything thereon which in the opinion of the Landlord would be or would be likely to become a danger nuisance annoyance or disturbance to the Landlord or his tenants or the occupiers of adjoining Property.
- 2.15.5 assign underlet or part with the possession of the Property or any part thereof.
- 2.15.6 without the previous consent in writing of the Landlord to take in any lodgers or paying guests.
- 2.15.7 use or suffer the Property or any part thereof to be used for any other purpose than that of a private dwelling for the sole occupation of the Tenant and the Tenant's family and of any lodger or paying guest for whom the written consent has been obtained pursuant to clause 2.15.6.
- 2.15.8 use the Property for the purposes of conducting a business.
- 2.15.9 do anything to or on the Property that:
 - (i) causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them;
 - (ii) involves using the Property for an improper immoral or illegal purpose; or
 - (iii) has the effect of invalidating any insurance that the Landlord has taken out. The Landlord will provide the Tenant with a summary of the relevant insurance requirements.

3 Landlord's Covenants

- 3.1 The Landlord shall allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord.

4 Landlord's Rights

- 4.1 The Landlord reserves the right for the Landlord, or any person acting on behalf of the Landlord:
- 4.1.1 to enter the Property on giving at least 24 hours' prior notice in writing to the Tenant:
- (i) to inspect the condition and state of repair of the Property;
 - (ii) to carry out the Landlord's obligations under this agreement;
 - (iii) to carry out repairs or alterations to adjacent or neighbouring premises;
 - (iv) to take gas, electricity or water meter readings;
 - (v) for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property; and
 - (vi) to show prospective tenants or purchasers around the Property.
- 4.1.2 to retain a set of keys to the Property which shall only be used with the prior consent of the Tenant (except in an emergency).
- 4.1.3 to display a "for sale" or "to let" sign on the Property in the last two months of the Tenancy.

5 Crown Tenancy Declaration

- 5.1 The Tenant is aware that the Landlord, as a Crown entity is excepted from the provisions of the Housing Acts and this tenancy is not subject to the statutory protection associated with assured tenancies or assured shorthold tenancies
- 5.2 In the event, that there is a change in the law such that Crown tenancies cease to be excepted from the Housing Acts or the reversion of the tenancy is assigned to a new landlord who is not a Crown entity then it is agreed and declared that the parties would intend that this tenancy become an assured shorthold tenancy.

6 Miscellaneous

- 6.1 If the Tenant is late in paying the Rent it shall pay interest on the late payment at a rate of 4% above Barclay's Bank PLC's base rate from time to time from the date the payment was due until the Landlord receives the payment in full.
- 6.2 A person who is not a party to this tenancy may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 6.3 A party serving a notice under this agreement:
- 6.3.1 must do so in writing and must serve the notice on the recipient at the address at the head of this Licence (or such substitute address as the

recipient shall from time to time have communicated in writing to the server of the notice); and

- 6.3.2 may serve a notice by post and if it does so then section 196(4) Law of Property Act 1925 (as amended) shall apply to such a notice in terms of determining the date of its service

7 Re-entry

- 7.1 The Landlord reserves the right to re-enter the Property if:
- 7.1.1 the Rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;
 - 7.1.2 the Tenant is declared bankrupt under the Insolvency Act 1986;
 - 7.1.3 the Tenant has breached the agreement; or
 - 7.1.4 any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the Housing Act 1988 would apply or would have applied (if the Housing Acts were applicable to Crown tenancies).
- 7.2 This clause 7 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession.
- 7.3 If the Landlord re-enters the Property pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant will remain in force.
- 7.4 If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall pay any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

8 Determination of the Tenancy

- 8.1 Either party may terminate this tenancy by giving to the other not less than four weeks previous notice in writing to that effect
- 8.2 At the end of this Tenancy (howsoever determined), the Tenant shall return the Property and the Landlord's fixtures and fittings to the Landlord in the condition required by this agreement.
- 8.3 The Tenant shall provide the Landlord with a forwarding address once the Tenancy has come to an end.
- 8.4 The Rent shall be deemed to accrue from day to day and shall be apportionable in respect of time accordingly and the Landlord shall repay to the Tenant the proportion of any rent paid in advance which is attributable to any period subsequent to the termination of the tenancy hereby created

- 8.5 The Tenant shall remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges. The Landlord will remove and store the possessions for a maximum of one month. The Landlord will take reasonable steps to notify the Tenant at the last known address. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.

This Tenancy has been entered into on the date stated at the beginning of it.

Signed for and on behalf of **THE
SECRETARY OF STATE FOR
DEFENCE**

.....
Authorised Signatory

Signed by the Tenant

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