

HMO Tenancy Agreement UK

Governed by Housing Act 1988 (as amended by Renters' Rights Act 2025), Housing Act 2004 (Part 2),
Management of Houses in Multiple Occupation (England) Regulations 2006, Tenant Fees Act 2019

This Tenancy Agreement is made between:

- **Landlord:** Full Name: _____
- **Address:** _____
- **Tenant(s):** Full Name(s): _____
- **Date:** _____

1. The Room and Nature of Occupation

The Landlord hereby lets to the Tenant the _____ room in the HMO at:

Full Property Address: _____

Postcode: _____

- **HMO Licence Number:** _____ Expiry: _____
- **Property Manager:** _____ Tel: _____
- **Permitted Occupiers:** Maximum _____
- **Condition:** The room is let as _____ with an inventory dated _____

2. Tenancy Type and Start Date

This Agreement creates an assured periodic tenancy under the Housing Act 1988 as amended by the Renters' Rights Act 2025. No fixed term applies; the tenancy is open-ended and rolling from the start date.

- **Start Date:** The tenancy begins on _____
- **Rental Period:** Rolling periodic tenancy with a period of _____

3. Rent and Payment Terms

- **Amount:** The Rent is £_____ per _____
- **Payment:** Payable in advance on _____ by _____
- **Advance Rent Cap:** No more than one month's rent may be demanded or accepted as advance rent. Demanding excess advance rent is a prohibited payment under the Tenant Fees Act 2019.
- **Bidding Wars:** Advertised rent: £_____. The Landlord confirms no payment above this figure has been invited or accepted.
- **Increases:** Rent may only be increased once per calendar year via the Section 13 statutory procedure, with a minimum of 2 months' written notice. Contractual rent-review clauses are void.

4. Shared Areas

The Tenant shall have shared access to: _____

5. Landlord and Tenant Obligations

- **Repairs:** The Landlord shall maintain the structure, exterior, and all shared installations in accordance with section 11 of the Landlord and Tenant Act 1985 and the Management of Houses in Multiple Occupation (England) Regulations 2006.
- **Tenant Care:** The Tenant shall keep their room and shared spaces in a tenant-like manner, fair wear and tear excepted, and shall not cause damage or nuisance to other occupants.
- **Discrimination:** The Landlord shall not discriminate against the Tenant on any protected characteristic, including receipt of welfare benefits, in accordance with the Equality Act 2010.

6. Access and Inspection

The Tenant shall permit the Landlord or the Landlord's agents access to the room and common parts at

reasonable times for inspection or repairs, provided that not less than 24 hours' prior written notice is given, except in genuine emergencies.

7. Ending the Tenancy

- **By Tenant:** The Tenant may end this periodic tenancy at any time by giving not less than 2 months' written notice to the Landlord, expiring at the end of a rental period.
- **By Landlord:** The Landlord may only seek possession via a valid ground under section 8 of the Housing Act 1988. Section 21 no-fault evictions are abolished. Grounds 1 and 1A may not be used within the first 12 months.

8. Security Deposit

- **Amount:** £_____

(Maximum 5 weeks' rent under the Tenant Fees Act 2019.)

- **Protection:** The deposit shall be protected in a government-authorised tenancy deposit scheme within 30 days of receipt, and the prescribed information served on the Tenant within the same period (Housing Act 2004, s.213).

9. Signatures

Signed by the Landlord: _____

Full Name (print): _____

Date: _____

Signed by the Tenant(s): _____

Full Name (print): _____

Date: _____

Statutory Compliance Note: Prior to occupation the Landlord must provide: a valid Gas Safety Certificate; an Electrical Installation Condition Report (EICR); an Energy Performance Certificate (EPC, minimum grade E); a copy of the current HMO licence; and the Renters' Rights Act Information Sheet 2026. The property must be registered on the Private Rented Sector Database. Failure to comply may bar possession proceedings and attract civil penalties of up to £30,000.