

# CONTRACTUAL AGREEMENT TO GRANT A TENANCY AT SOME FUTURE DATE

This is a legally binding conditional contract in which the parties agree to create a tenancy at a specific future date. If either party is uncertain about the implications of signing this document, they should seek legal advice before doing so. This agreement is not a tenancy of any sort. The Holding Deposit is not covered by Tenancy Deposit Protection legislation in accordance with the Tenant Fees Act 2019 Schedule 2 Para 7. When the tenancy starts, if it is an Assured Shorthold, the tenancy deposit will then need to comply with this legislation.

**Landlord's Name:** [Unit.owner]  
**Address** [Tenancy.owner\_address]

**Prospective Tenant's Name:** [Tenancy.tenant1]  
[Tenancy.tenant2]  
[Tenancy.tenant3]

**Address:** [Tenancy.tenant1\_address1], [Tenancy.tenant1\_address2],  
[Tenancy.tenant1\_city], [Tenancy.tenant1\_postcode], [Tenancy.tenant1\_country]  
[Tenancy.tenant2\_address1], [Tenancy.tenant2\_address2],  
[Tenancy.tenant2\_city], [Tenancy.tenant2\_postcode], [Tenancy.tenant2\_country]  
[Tenancy.tenant3\_address1], [Tenancy.tenant3\_address2],  
[Tenancy.tenant3\_city], [Tenancy.tenant3\_postcode], [Tenancy.tenant3\_country]

**Address** of the property the Prospective Tenant proposes to rent: [Unit.address]

**Date** the proposed tenancy is to commence: [Tenancy.tenancy\_start]

This is an agreement to set up a tenancy of the above property address from a future date. This agreement is subject to:

- A. Satisfactory references/credit status being established.
- B. The property still being available for the Landlord to let, for example not damaged by fire or flood etc
- C. Any current occupants moving out before the anticipated commencement date.
- D. All relevant occupiers passing Right to Rent checks under the Immigration Act 2014.

**Holding Deposit** In consideration of the Landlord agreeing to process this application and stop advertising the property for the Prospective Tenant, the Prospective Tenant agrees to pay a Holding Deposit of £[Tenancy.holding\_deposit\_amount].

The proposed rent is [Tenancy.unit\_rent\_amount] per month .....

**Pets, e-scooters and electric bikes** are not permitted in the property or communal parts.

## Agreed Terms:

**Term:** TBC  
**Break clause:** TBC  
**Start date:** TBC  
**End date:** TBC  
**Rent date:** TBC  
**Rent:** TBC  
**Rent Payable:** TBC  
**Security deposit:** TBC  
**F / Unf:** TBC  
**Requirements agreed:** TBC

**Costs:**

Should the Prospective Tenant:

1. Withdraw from this contract before entering into the tenancy agreement,
2. Provide false information for referencing,
3. Fail to act reasonably to enter into the tenancy before the deadline for agreement,
4. Fail Right to Rent checks,

They will be liable for the reasonable costs incurred by the Landlord and his Agent up to the value of the Holding Deposit.

The following costs will be deducted from the Holding Deposit. Any surplus of the Holding Deposit will be returned to the Prospective Tenant, without interest, as soon as possible. A refund to any one of the joint and several Prospective Tenants will be considered adequate as a total refund to all concerned. The costs that may be deducted from the Holding Deposit can include, but are not limited to, the following:

1. Costs of any references or credit checks sought
2. Costs of any administration undertaken to prepare for the tenancy
3. Costs of re-advertising the property to let
4. Costs of any guarantor agreements
5. Costs, in lieu of rent, of keeping the property empty for the tenant

**Withdrawal by the landlord:**

Should the Landlord withdraw from this agreement, despite the references above having been provided and the timelines met, the Prospective Tenant will be entitled to return of the entire Holding Deposit.

Who will be paying the Holding Deposit? [Unit.tenancy\_recent\_renter\_primary] .....

If the tenancy proceeds, please sign here confirming your agreement that the Holding Deposit may be applied to the £[Tenancy.deposit\_registered\_total\_required] Tenancy Deposit

It is agreed that the Deadline for Agreement for this tenancy will be .....

The deadline for agreement is the date by which the agreement needs to be completed or the Holding Deposit will become refundable unless one of the events listed in Schedule 2 of the Tenant Fees Act 2019 occurs.

**Receipt of Statutory Information and tenancy notices:**

I confirm that I am happy to accept the statutory information and any tenancy notices via email to the following email address/es:

Tenant 1 email: \_\_\_\_\_

Tenant 2 email: \_\_\_\_\_

**Statutory Information:**

1. HOW TO RENT GUIDE
2. DEPOSIT PROTECTION SCHEME TERMS AND CONDITIONS
3. GRAN TERRENO PRIVACY NOTICE
4. GAS SAFETY CERTIFICATE
5. ENERGY PERFORMANCE CERTIFICATE (EPC)
6. ELECTRICAL INSTALLATION CONDITION REPORT (EICR)

Signed: .....

Signed: .....

Date: .....

Date: .....

**For the Prospective Tenant**

**For the Landlord**