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RE: Legally binding contract for tenancy.

Dear Mr. Smith,

I'm writing to formally discuss a significant issue involving the tenancy agreement for the apartment you posted and then decided to rent to me. Considering our past conversations and shared understanding, I think that we signed a legally enforceable contract. Therefore, I believe it is essential to list the relevant legal doctrines that fit this scenario together with the consequences of your recent decision to lease the property to another tenant against our earlier agreement.

Contract law is based on a basic tenet: an offer made, accepted, and consideration exchanged generates a legally enforceable agreement. In this instance, my clear acceptance of your offer, your offer to rent the property, and any later actions proving our mutual determination to proceed with the tenancy strongly point to the formation of a legitimate contract. You might have violated your contractual responsibilities by deciding to lease the property to another person after our agreement was signed, therefore forcing me to seek legal remedies.

Regarding this, I would want to know your point of view and investigate how we may come to a just and friendly conclusion. I think it is in both of our best interests to handle this matter honestly and in line with the relevant legal system. I am eager to handle the matter as professionally and effectively as possible; thus, I would value your quick reply to discuss this further.

Contract Formation Elements:

Five basic requirements must be met under English contract law if a legally binding contract is to arise. Any legally enforceable agreement starts with these components, which guarantee that both sides are legally bound to meet their individual obligations. The first element is an offer clear promise to be bound by particular terms. This offer must be presented in a way that leaves no possibility for doubt. Acceptance is the second element. It is an unqualified, perfect agreement to the parameters of the offer. This denotes mutual understanding and a will to move forward under the stated circumstances, free from change.

Consideration, that s, something of worth traded between the parties is the third element. Consideration might manifest itself as money, services, or any other agreed upon benefit guaranteeing that both sides bear responsibilities. The capacity to

contract, or the legal ability of the parties to form a contract, is the fourth element. The people engaged must be of sound mind, of legal age, and not legally banned from signing contracts. The desire to establish legal relations, that is, the common understanding that the agreement is meant to be legally enforceable, is finally the fifth element. This guarantees that both sides are aware the agreement is obligatory, therefore separating social or domestic arrangements from official contractual duties. In the framework of our contacts and transactions, every one of these components will be closely scrutinised to evaluate the enforceability and validity of our agreement. The interactions and promises we made together strongly suggest that a legally binding contract did in fact develop. Reviewing the situation surrounding our agreement to ascertain the legal ramifications of your decision to rent the home to another renter despite our previous arrangement is so crucial.

Offer and Acceptance:
An offer is a clear proposal made by one side that, should be accepted, generates a legally enforceable contract. Once accepted under explicit conditions, an offer made to the public is enforceable. In our scenario, you volunteered to rent the apartment for £500 a month starting September 1, 2025, during our first meeting. This offer seemed clear enough. This idea was developed in Carlill v Carbolic Smoke Ball Co [1893] 1 QB 256.
Conversely, acceptance must be unqualified and sent to the offeror. This was underlined in Entores Ltd v Miles Far East Corp [1955] 2 QB 327, when the court decided that for a contract to be binding acceptance must be properly expressed. My email reply said, "I accept the terms. I will arrange the deposit payment by the end of this week; this is clear consent. According to the Butler Machine Tool Co Ltd v Ex-Cell-O Corporation (England) Ltd [1979] 1 WLR 401 principle, acceptance must reflect the offer, which my answer did without any change.
Furthermore, moving the money helps to prove even more that acceptance has occurred. In Brogden v Metropolitan Railway Co (1877) 2 App Cas 666 it was decided that behaviour showing acceptance of an offer could be as legally binding as a clear verbal or written agreement. Here, my behaviour showed acceptance.

Consideration:
Consideration in contract formation is the value traded between parties. Considered as a right, interest, profit, benefit, forbearance, disadvantage, loss, or liability offered or taken by one party in exchange for something else. The case of Currie v Misa [1875] LR 10 Ex 153 defined in this case, my later deposit payment and the agreed upon rent reflect consideration from both sides, therefore fulfilling this need. Moreover, the idea in Chappell & Co Ltd v Nestle Co Ltd [1960] AC 87 validates that consideration must be sufficient rather than enough. The legal need for consideration is satisfied by the rent and deposit payments, therefore guaranteeing the legal bindingness of our agreement.

Intention to create Legal Relations:

Usually, a contract for a lease of a property consists of legal relations. The case of Edwards v. Skyways Ltd [1964] 1 WLR 349 upholds the legal bindingness assumption of business or commercial agreements unless otherwise. Given our agreement relates to a commercial transaction, legal enforcement is inferred. Balfour v. Balfour [1919] 2 KB 571 underlined the difference between personal and business agreements by showing how legally binding a pledge made in a domestic context was not found. But our structure reflects a formal lease agreement between a landlord and a tenant, so supporting the presumption of legal intent rather than a domestic agreement.

Capacity to Contract:
Since you own property and I am an adult student, we both had legal power to form a contract. Neither of us has any legal obligation that would nullify the agreement. As established in Nash v. Inman [1908] 2 KB 1, the absence of legal capacity—that which exists in circumstances involving minors or mentally disabled persons may impact contract legality. This does not apply in our circumstances, though, since none of us fits under these labels.
You could have broken a legally enforceable contract by choosing to rent the apartment to another person after our agreement. The following have legal consequences.

Breach of Contract:
Your leaving our agreement marks a major, significant violation of a contract. Your unilateral decision to withdraw amounts to an unjustifiable rejection of your contractual responsibilities, as my acceptance and deposit payment indicated the creation of a legally binding agreement. Such a breach exposes me to suitable legal remedies, which can include damages for any losses resulting from your non-performance, or even particular performance needing completion of the original contractual conditions. One QBD 410 Poussard v Spiers and Pond [1876].
Given the legal precedence, your unilateral withdrawal amounts to a wrongful repudiation of our contract, entitling me to seek appropriate legal action, including damages for any losses sustained owing to your non-performance; a party cannot unilaterally reject a contract without consequence. The enforcement of contracts and the safeguarding of the rights of every contracting party depend on the basic idea that no party can unilaterally ignore their contractual commitments without consequences. Hochster v De La Tour [1853] 2 E&B 678.

Solutions Available:
The courts may order you to respect the contract that we first agreed upon. Beswick v. Beswick [1968] AC 58; certain remedies will be accessible to me. I will also be looking to pay for the financial losses your breach causes. Hadley v Baxendale [1854] EWHC Exch J70.
You could contend that no official signed written contract exists. If convincing proof of agreement and consideration exists, the law does not always mandate a contract

to be in writing. In this situation, since I sent my deposit as agreed upon, this will help to bolster the point that part performance is proof of a legally binding contract and so will be legitimate. 1 KB 290 Errington v Errington & Woods [1952].
The preceding facts indicate that when we decided on the terms for renting the property, a legally enforceable contract was formed between us. Your latter choice to rent the house to another tenant directly violates our earlier agreement and contract. Given the situation, I kindly ask that you review your choice and proceed with our first plan as decided.
I would want to settle things honestly and pleasantly. Should a reasonable settlement prove elusive, I might be forced to investigate my legal alternatives instead. These might be seeking compensation for any financial loss or difficulty brought about by this breach or following performance to enforce the terms of our agreement.
I truly hope we may fix this without turning to legal action. As I would want a quick reply, do let me know your stance on this topic at your earliest convenience. I still hope we will arrive at a just and fair answer.

I look forward to your response.

Kind regards,
Jane.

References:

Carlill v Carbolic Smoke Ball Co [1893] 1 QB 256
Entores Ltd v Miles Far East Corp [1955] 2 QB 327
Butler Machine Tool Co Ltd v Ex-Cell-O Corporation (England) Ltd [1979] 1 WLR 401
Brogden v Metropolitan Railway Co [1877] 2 App Cas 666
Currie v Misa [1875] LR 10 Ex 153
Chappell & Co Ltd v Nestle Co Ltd [1960] AC 87
Edwards v Skyways Ltd [1964] 1 WLR 349
Balfour v Balfour [1919] 2 KB 571
Nash v Inman [1908] 2 KB 1
Poussard v Spiers and Pond [1876] 1 QBD 410.
Hochster v De La Tour [1853] 2 E&B 678.
Beswick v Beswick [1968] AC 58.
Hadley v Baxendale [1854] EWHC Exch J70.
Errington v Errington & Woods [1952] 1 KB 290.