

# Assured Shorthold Tenancy Agreement

Between

Landlord(s):

and

Tenant(s):

Premises:

## **IMPORTANT**

This agreement contains the terms and obligations of the Tenancy. It sets out the undertakings made by the Landlord to the Tenant and by the Tenant to the Landlord. These undertakings will be legally binding once the agreement has been signed by both Parties and dated. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this agreement using plain and intelligible language, it inevitably contains some legal terms or references.

Contents

This page and the following page do not form part of the Assured Shorthold Tenancy Agreement and are for reference only.

## **Headings**

- 1. Definitions and Interpretations**
  
- 2. Agreement to Let and the Rent**
  
- 3. Tenant's Obligations**
  - 3.5 - Deposit**
  - 3.14 - Rent**
  - 3.20 - Condition of Premises and Repair**

- 3.28 - Cleaning
- 3.31 - Utilities, Meters, TV Licence Fees and Telephone Lines
- 3.36 - Access and Inspection
- 39. - Alterations and Redecoration
- 3.42 - Electrical and Telephone Installations
- 44. - Infestation
- 45. - Washing
- 46. - Affixation of Items
- 48. - Fixtures & Fittings
- 49. - Drains
- 54. - Inflammable Substances and Equipment
- 55. - Garden
- 57. - Smoking
- 58. - Animals and Pets
- 59. - Usage
- 62. - Cars
- 63. - Insurance
- 3.68 - Assignment
- 3.70 - Illegal, Immoral Usage
- 3.73 - Nuisance and Noise
- 3.76 - Locks & Security
- 3.79 - Empty Premises
- 3.82 - Costs & Charges
- 84. - Consequences of Termination in Breach of this Agreement
- 85. - Inventory and Checkout
- 86. - Notices Concerning the Premises

#### **4.- Landlord's Obligations**

- 1. - Quiet Enjoyment
- 2. - Insurance
- 3. - Condition of the Premises
- 4. - Interest and Consents
- 4.6 - Repair
- 4.9 - Safety Regulations

## 5.- Mutual Agreements

5.1.- Reinstatement of Premises Rendered Uninhabitable

5.4 - Insured Risk

6. - Reimbursement

7. - Council Tax

8. - Forfeiture

9. - Notices Concerning the Agreement

16. - Data Protection and Confidentiality

17. - Counterparts

## Schedule 1 Tenancy Details

### Signature Pages

This **ASSURED SHORTHOLD TENANCY AGREEMENT** dated the \_\_\_\_\_ is

The binding date of this contract **BETWEEN** the landlord and tenant(s) specified in Schedule.

IT IS AGREED AS FOLLOWS:

## 1. DEFINITIONS AND INTERPRETATION

- The intention of providing this list of definitions is to help explain or clarify some terms or expressions that may be found in this Tenancy Agreement. It is not an exhaustive or complete list. In the event of a dispute, only a court can decide on a definitive interpretation or meaning of any clause, or any part of this agreement.

1.1. In this Agreement the following definitions apply:

<b>Administration Fee</b>	As Specified in Schedule 1
<b>BACS</b>	Bank Automated Credit System

<b>Binding Date</b>	A Tenancy Agreement is not, technically, a legally binding contract until it has been 'executed' by being Dated after both Parties (or their authorised representatives) have signed: although it might be possible for either party to take legal action against the other if they withdraw prior to this date
<b>Commencement Date</b>	Means the date specified in Schedule 1 and the day the Tenancy commences
<b>Council Tax</b>	Means the tax introduced by the Local Government Finance Act 1992 or any other replacement tax or charge levied by the local authority on the occupier and/or the Premises
<b>Deposit Held as Stakeholder</b>	Means that at the end of the Tenancy, the two parties to the Tenancy Agreement should jointly agree on the apportionment of any deductions from the deposit. e.g. for costs or compensation for damage, or for breaches of or failure to comply with the Tenant's obligations. Any portion in dispute should not be paid over to or taken by either party until and unless mutual agreement is reached (preferably in writing) or with consent of the court or adjudication decision form the Tenancy Deposit Protection scheme to which the Landlord has subscribed
<b>Expiry Date</b>	Means the date specified in Schedule 1 or the termination of any extension or continuation or any Statutory Periodic Tenancy which arises thereafter
<b>Fixture And Fittings</b>	Means any fixtures, fittings, furnishings or effect, floor, ceiling and wall coverings contained in the Inventory (which states both the individual items and their present condition) and signed on behalf of the Parties at the commencement of this Agreement or any items replacing the same from time to time
<b>Insured Risks</b>	Means fire, storm, tempest or other perils recognised as such by a reputable

<p><b>Inventory and Schedule of Condition</b></p>	<p>Means any document prepared by the Landlord, the Landlord's Agent or an Inventory company and provided to the Tenant detailing the Landlords fixtures, fittings, furnishings, equipment etc. the décor and condition of the Premises generally. This document will be relied upon at the end of the Tenancy to assess damage or compensation for damage (over and above fair wear and tear) and so should be checked carefully at the commencement of the Tenancy. Any significant mistakes, misdescriptions or other amendments should be notified to the Landlord or the Landlord's Agent as soon as practicable after the Tenancy starts. Where the document is provided by the Landlord's Agent this notification should be done using the Inventory comments provided with the document</p>
<p><b>Joint and Several</b></p>	<p>Means that jointly the Tenants are liable for the payment of all Rents and all liabilities falling upon the Tenants during the Tenancy as well as any breach of the Agreement. Individually each Tenant is responsible for payment of all Rent and all liabilities falling upon the Tenant as well as any breach of the Agreement until all payments have been made in full. A maximum of four people can be such joint Tenants</p>
<p><b>Landlord</b></p>	<p>Means the Landlord specified in the schedule and includes any successors in title to the Landlord and any person lawfully claiming under or through him/ her</p>
<p><b>Landlord's Agent</b></p>	<p>Means at the address specified in Schedule one</p>
<p><b>Month/Monthly</b></p>	<p>Means a calendar month</p>
<p><b>Permitted Occupier(s)</b></p>	<p>Means the person(s) set out in Schedule 1 who is/are a person(s) licensed by the Landlord to reside at the Premises for the duration of the Tenancy</p>
<p><b>Parties</b></p>	<p>Means the Landlord and Tenant(s)</p>
<p><b>Premises</b></p>	<p>Means the internal residential property set out in Schedule 1 but not the garden area or carpark</p>

<b>Remedial Work</b>	Means any work required to the Premises in order to return the Premises to the condition they were in at the Commencement Date including but not restricted to the reasonable costs of any damage caused or cleaning required
<b>Rent</b>	Means the amount set out in Schedule 1, which excludes Council Tax and Water Charges, payable monthly in advance for the Term of the Tenancy
<b>Rent Payment Date(s)</b>	Means the date(s) set out in Schedule 1
<b>Tenant (s)</b>	Means the Tenant(s) specified in Schedule 1. Where the Tenant is more than one person, the Tenant's Obligations Are Joint and Several. The Tenant(s) include(s) the successors in the title on the Tenant(s)
<b>Tenant's Obligations</b>	Means those obligations agreed by the Tenant in clause 3
<b>The Term of the Tenancy</b>	Means references to the Term or the Tenancy include any extension or continuation, or any Statutory Periodic Tenancy which may arise following the end of the period set out in Schedule 1
<b>Termly Residential Period Payment Plan</b>	As specified in Schedule 1
<b>Utilities</b>	Means gas, fuel oil, water and electricity
<b>VAT</b>	Means Value added tax
<b>Weekly Residential Period Payment Plan</b>	As specified in Schedule 1
<b>Written Consent/Authorisation</b>	In order to avoid misunderstands or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any consent or authorisation given by the Landlord or the Landlord's Agent

1.2. Any reference to any Act of Parliament includes a reference to any amendment or replacement of it from time to time and to subordinate legislation made under it.

1.3. The masculine gender includes the feminine gender.

1.4. The headings in this Agreement are for information only and will not affect its interpretation.

1.5. References to 'Agreement' mean this Agreement (and include all Schedules and all documents referred to). References to the Clauses and Schedules mean clauses and schedules of this Agreement. The provisions of the Schedules shall be binding on the Parties as if set out in full in this Agreement.

## **2. Agreement to Let and the Rent**

2.1. The Landlord lets and the Tenant takes the Premises for the Term.

2.2. The Tenant shall pay the Rent on time by bank standing order/direct debit. The Rent is payable on the Rent Payment Date of the Term of the Tenancy, the first payment to be made on or before the signing of this Agreement.

2.3. This Agreement is intended to create an Assured Shorthold Tenancy as defined by Section 10A of the Housing Act 1988 as amended and shall take effect subject to the provisions for recovery of possession provided for in Section 21 of that Act.

2.4. Any agreement or obligation on the part of the Tenant to do or not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow the Permitted Occupier or any other person(s) to do so

### 3. Tenant's Obligations

**PLEASE NOTE:** These are the things that the Tenant agrees to do or not to do. It is important for the Tenant to understand what he must or must not do. If the Tenant breaks, or does not comply with any of these obligations, the Landlord may be entitled to claim damages or compensation from the Tenant, or to seek other legal remedies against the Tenant, including the possibility of eviction.

The Tenant(s) agree(s) the following:

1. Where the Tenant is more than one person, the Tenants are jointly and severally responsible and liable for all obligations under this agreement
2. The Tenant warrants that they are or will be at the start of the Residential Period a registered student at a university or college.
3. If the Tenant shall cease to be a registered student of a university or college, the Tenant will within 7 days of the change notify the Landlord and vacate the room and Premises immediately.
4. The Tenant will at all times observe the House Rules and agree to use both the room and shared areas for their own private residential purposes only.

#### Deposit

3.1. To pay upon the signing of this Agreement the Deposit to be held by the Landlord as Stakeholder and lodged with a Tenancy Deposit Protection scheme through the term of the tenancy without any deduction being made. The Landlord must advise the Tenant within 14 days of the commencement of the Tenancy, which scheme is protecting the Deposit. The Deposit will be held as security for the Landlord in respect of:

1. Any damage to the Premises or to the Fixtures and Fittings for which the Tenant may be liable.
2. Any other breach on the part of the Tenant of the Tenant's Obligations under this Agreement

3. Any sum repayable by the Landlord to a local authority where housing benefit has been paid direct to the Landlord or the Landlord's Agent by the local authority.
  4. Any damage caused or cleaning required as a result of any pets occupying the Premises either with or without the consent of the Landlord or the Landlord's Agent.
  5. Any costs, expenses, charges or other monies payable by the Tenant to the Landlord or the Landlord's Agent under this Agreement or any outstanding fees payable to the Landlord
  6. Any reasonable legal and other professional fees incurred by the Landlord, including those incurred by the Landlord's Agent in enforcing the terms of this agreement, except where a court orders the Landlord to pay his own costs in any court proceedings
  7. Any instalment of the Rent or any other monies payable under this agreement which may be due but which remain unpaid at the end of the Tenancy
  8. Any reasonable costs incurred by the Landlord through early termination of the Tenancy by the Tenant in breach of this Agreement including a pro-rata proportion of the Landlord's re-letting costs
6. The Deposit shall be placed in a Tenancy Deposit Protection scheme. No interest will be paid on this Deposit.
- 6.1. Any damage, or compensation for damage, to the Premises its Fixtures and Fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for reasonable fair wear and tear and for the age and condition of each and any such item at commencement of the Tenancy.
  - 6.2. The statutory rights of either Landlord or Tenant to take legal action against the other remain unaffected
7. If at any time during the Tenancy the amount held in respect of the Deposit is less than the sum stated in Schedule 1, the Landlord or the Landlord's Agent may require the Tenant to pay such amount as is required to increase the amount of the Deposit accordingly. The Tenant shall pay any such amount within 14 days of written demand. This amount will then be lodged with the relevant Tenancy Deposit Protection scheme.

8. At the end of the Term and before returning the Deposit the Landlord or the Landlord's Agent on the instruction of the Landlord shall but, subject to 3.3.1 and 3.3.2 above, first be entitled to deduct from the Deposit all such Rent, monies, loss, expenses and sums as are due under this Agreement. In addition, the Landlord or the Landlord's Agent will be entitled to deduct from the Deposit reasonable costs to reflect the administration work required to arrange any Remedial Work. The reason for the nature of these deductions will be notified to the Tenant in writing Such correspondence will be sent addressed to the Tenant, to the address required to be provided by the Tenant under clause 3.86 of this Agreement.
9. Should any such deductions exceed the Deposit held in the amount of any excess shall be paid by the Tenant within 14 days of written demand.
10. The balance of the Deposit after deductions shall be returned to the Tenant in accordance with the terms of the Tenancy Deposit Protection scheme protecting the Deposit, after the Tenant's departure from the Premises on the Expiry Date and after all keys have been returned to the Landlord or the Landlord's Agent. Such repayment shall discharge the Landlord from any further liability in respect of the amount repaid
11. Any property or belongings of the Tenant or members of the Tenant's household left behind at the Premises will be considered abandoned if, after the end of the Tenancy and after the expiry of 14 days' written notice sent, addressed to the Tenant to the address provided under clause 3.86, the Tenant has not removed or retrieved them. After this time the Landlord or the Landlord's Agent can dispose of such property. In such circumstances the Tenant shall be liable to pay the Landlord or the Landlord's Agent.
  - 11.1. the reasonable costs incurred by the Landlord or the Landlord's Agent in storing, removing or disposing of such property
  - 11.2. Damages at a rate equivalent to the Rent on a pro-rata daily basis where any property or belongings cannot be easily removed from the Premises, until the Tenant, or in default the Landlord or the Landlord's Agent can remove or dispose of such property
  - 11.3. Any additional reasonable expenses incurred by the Landlord or the Landlord's Agent in checking the Inventory, which cannot be finalised until all property belonging to the Tenant or members of his/her household have been removed. If the Tenant does not pay these damages and expenses, the Landlord or the Landlord's Agent shall be entitled to deduct such damages and expenses from the Deposit or from the proceeds of the sale of any property or belongings left by the tenant.
12. If the Landlord shall sell or transfer the legal interest in the Premises, and the Tenant consents in writing to the transfer of the Deposit (or any balance) to an

alternative Tenancy Deposit Protection scheme, the Landlord and the Landlord's Agent shall be released from any further claim or liability in respect, of the Deposit or any part of it

13. Neither the Landlord nor the Landlord's Agent shall be obliged to refund the Deposit or any part of the Deposit where there is a change in person or persons who for the time being comprise the Tenant

## **RENT**

14. The Tenant shall not be entitled to withhold the payment of any instalment or part of any instalment of the Rent or any other amounts payable under this Agreement on the ground that the Landlord or the Landlord's Agent has lodged the Deposit with a Tenancy Deposit Protection scheme
15. To pay the Rent according to the terms of this Agreement whether formally demanded or not. Any payment received from any third party shall be deemed as a payment from the tenant and shall not form any contract between the third party or payee and the agent or landlord.
16. The Tenant shall pay the Rent on time by bank standing order/direct debit. The Rent is payable on the Rent Payment Date of the Term of the Tenancy, the first payment to be made on or before the signing of this Agreement
17. The Tenant shall pay the Rent on time by bank standing order/direct debit. The Rent is payable on the Rent Payment Date of the Term of the Tenancy, the first payment to be made on or before the signing of this Agreement
18. If the Tenant fails to pay any part of the Rent on or before the Weekly or Termly Residential Period Payment Plan date, the Tenant will pay to the Landlord on demand £20 per day the Rent remains unpaid at the Landlord's discretion subject to receipt of written request, by way of e-mail, by the Tenant to the Landlord giving good reason to exercise his/her discretion
19. The Tenant will pay all charges incurred by the Landlord including but not limited to bank charges in respect of un cleared Rent funds

## **Condition of Premises of Repair**

20. To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (with the exception only of the installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985 as listed in Clauses 4.6 to 4.8) also to keep the interior of the Premises in good decorative order and condition, with the exception of damage

caused to the interior by fire, unless this is due to some act or omission by the Tenant or any person residing or sleeping in or visiting the Premises.

21. To take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition.
22. To make good or, to pay or compensate the Landlord for: -
  - 22.1. All damages to the Premises caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises.
  - 22.2. The repair or replacement of all Fixtures and Fittings as shall be broken, lost, stolen, damaged or destroyed during the Term. This is with exception to damage by fire unless this is due to some act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises.
23. To replace immediately with the same quality of glass (or better quality if current glazing regulations require it) all glass in the Premises broken by the Tenant or any person residing, sleeping in or visiting the Premises and notify the Landlord or the Landlord's Agent
24. To notify the Landlord or the Landlord's Agent promptly and in writing of any Fixtures or Fittings which are defective or in need of repair and for which the Landlord is responsible for repair under clauses 4.6 to 4.8
25. The Landlord to carry out repairs or other works for which the Tenant is responsible under this Agreement as soon as practical the costs of which to be reimbursed by the Tenant to the Landlord on demand
26. To take reasonable and prudent steps to adequately heat and ventilate the Premises in order to help prevent condensation. Where such condensation may occur, to take care to promptly wipe down and clean surface as required from time to time to stop the build-up of mold growth or damage to the Premises, its Fixtures and Fittings
27. To inform the Landlord or the Landlord's Agent of any repairs required in or to the Premises for which the Landlord is responsible. Not to carry out or instruct others to carry out such repairs in or to the Premises without prior written authorisation of the Landlord or the Landlord's Agent, except in an emergency. If the Tenant does carry out or has carried out repairs in or to the Premises in breach of this clause, then the Tenant will be liable for all reasonable expenses and costs incurred by the Landlord in rectifying any damage caused by the repairs

28. To present the Premises and the Fixtures and Fittings at the end of the Tenancy in a clean and tidy condition and in good order in accordance with the Tenant's Obligations.
29. To clean the inside of the windows of the Premises as often as is necessary and prior to the Expiry Date
30. To reimburse the Landlord on demand for the professional cleaning or washing of carpets which shall have been soiled during the Tenancy

#### **Utilities, Meters, TV Licensing Fee and Telephone Lines**

31. Not to tamper or interfere with or alter or add to the Utility installations or meters in or serving the Premises
32. To pay all charges in respect of Utilities consumed on the Premises, telephone lines installed on the Premises and the television licence fee. Charges falling due partly during and partly before or after the Tenancy will be apportioned
33. To pay the following sum(s) as rent any extra utility usage exceeding a combined total of £350 per Tenant within the Premises for the Residential Period. Normal residential use of utilities being included within the Rent up to a maximum of £6,500 for the whole of the Premises during the Residential Period. Any amount over this figure will be divided between the 13 tenants and taken out of the deposit.
34. If the water supply is metered, where the meter is accessible the Landlord or the Landlord's Agent will record in writing the meter readings on the Commencement Date and the Expiry date. Where the meter is not accessible, the Landlord or the Landlord's Agent will arrange for the local water authority to record the meter readings as soon as possible to the Commencement Date and Expiry Date. For the avoidance of doubt the Tenant will be liable for all Water Charges based upon these readings
35. If the Utilities supplies to the Premises are disconnected as a result of any act or omission by the Tenant, then the Tenant shall repay to the Landlord or the Landlord's Agent all costs incurred in reconnecting the service (including any arrears).

#### **Access and Inspection**

36. To permit the Landlord or the Landlord's Agent to enter the Premises at a reasonable time on giving at least 24 hours' notice (except in the case of emergency and if requested by a tenant) for the purpose of:
  - 36.1. Examining the condition of the Premises or the immediate needs of a Tenant
  - 36.2. Inspecting, maintaining, repairing, altering, improving or rebuilding any adjoining or neighboring property
  - 36.3. Maintaining, repairing or replacing the Fixtures and Fittings;
  - 36.4. Complying with any obligations imposed on the Landlord by law. The Tenant will also permit entry to all other persons authorised by the Landlord or the Landlord's Agent with or without workmen and others and with all necessary equipment. If the Tenant fails to keep any such appointments without first giving reasonable notice of cancellation then the Tenant will be liable for any reasonable costs or expenses incurred by the Landlord or the Landlord's Agent for the time wasted. If the Landlord or the Landlord's Agent fails to keep any such appointment without first giving reasonable notice of cancellation, then the Landlord or the Landlord's Agent will be liable for any reasonable costs or expenses incurred by the Tenant for time wasted
37. To permit reasonable entry to the Premises during the period from February onwards of the Tenancy to allow the Landlord or the Landlord's Agent to show the Premises to any person who is, or is acting on behalf of, a prospective purchaser or Tenant of the Premises, and who is authorised by the Landlord or the Landlord's Agent to view the Premises. Such entry will be by prior appointment only at reasonable times after the Tenant has been given reasonable notice
38. To permit 'For Sale' or 'To Let' boards to be erected at the Premises from the months of February onwards of the tenancy or until all rooms have been let for the following year. and 'Let by' boards for up to 14 days following the commencement or renewal of the Tenancy

### **Alterations and Redecoration**

39. Not to decorate or to make any alterations to the Premises and not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without

the prior written consent of the Landlord or the Landlord's Agent, such consent not to be unreasonably withheld

40. Not to permit any waste, spoil or destruction to the Premises.
41. Not to do, or allow to be done anything upon the Premises which shall cause damage to, or deterioration of the internal or external surfaces or the coverings or decoration of, or to, the surfaces.

### **Electrical & Telephone Installations**

42. Not to alter or extend the electrical installations or wiring or the telephone installation or wiring at the Premises.
43. To take care not to cause an overload of the electrical circuits by the inappropriate use of multi socket electrical adaptors or extension cables when connecting appliances to the mains electrical system

### **Infestation**

44. During the Tenancy, to take such reasonable precautions expected of a householder to keep the Premises free of infestation by vermin, rodents, fleas or ants. Where such infestation occurs as the result of action or inaction on behalf of the Tenants, to be responsible for the appropriate costs in fumigating and cleaning any affected parts as appropriate and for rectifying and or removing the causes of such infestation

### **Washing**

45. Not to hang any washing, clothes or other articles outside the Premises otherwise than in a place designated or permitted by the Landlord or the Landlord's Agent and not to hang or place wet or damp articles of washing upon any item of furniture, Fixture and Fittings or room heater

### **Affixation of items**

46. Not to affix any items to the doors, walls, windows or any of the Fixtures and Fittings on the Premises either internally or externally using glue, nails, sticky tape, similar adhesive fixings without first obtaining the Landlord's permission.
47. Subject to prior written approval from the Landlord or the Landlord's Agent, such approval not to be unreasonably withheld, the Tenant may hang up pictures, placards or photographs on the walls of the Premises using only commercially made picture hooks. At the end of the Tenancy the Tenant must however remove the picture hooks and make good any damage done to the Premises or the Fixtures and Fittings.

### **Fixture & Fittings**

48. Not to remove any of the Fixtures and Fittings from the Premises and not to store them in the loft, basement or garage (if any) without obtaining the prior written consent of the Landlord or the Landlord's Agent. If consent is obtained, the Tenant must ensure that the items are stored safely without damage or deterioration and, upon vacating the Premises, return them to the places in which they were on the Commencement date. Failure by the Tenant to do so will entitle the Landlord to the Landlord's Agent to charge to the Tenant the costs incurred both for locating and re-siting all such items and for any damages resulting from this action

### **Drains**

49. Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services and Utilities provided to the Premises. In the event of a breach of this clause the Tenant will be liable to pay for the costs of any necessary Remedial Work.
50. If they occur, to take reasonable steps to clear any stoppages or blockages in any of the drains, sinks, toilets, waste pipes and ventilation ducts which serve the Premises. In the event that such a stoppage cannot be cleared, to contact the Landlord or the Landlord's Agent who will then arrange for any necessary Remedial Work to be undertaken
51. To keep clean and in good working order and free from obstruction all sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts exclusively served to or forming part of the Premises. In particular, the Tenant must ensure that during the winter Months adequate precautions are taken to avoid damage by frost or freezing

52. Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises
53. To remove all rubbish from the Premises and to place it in the dustbin or receptacles provided

### **Inflammable Substances and Equipment**

54. Not to keep or use any paraffin heater, candles, liquefied petroleum gas heater or portable gas heater in the Premises. Not to store or bring onto the Premises any articles of a combustible, inflammable or dangerous nature. This does not include the use of storage of matches and cigarette lighters

### **Garden**

55. To allow such person(s) as may be authorised by the Landlord or the Landlord's Agent, on the giving of at least 24 hours' notice, to access the Premises for the purpose of attending to the garden and other incidental purposes in accordance with clause 3.36.
56. Not to lop, cut down, prune or remove or otherwise injure any trees, shrubs or plants growing upon the Premises or to alter the general character of the garden.

### **Smoking**

57. Not to smoke or permit any guest or visitor to smoke tobacco in the Premises unless specifically permitted by the Landlord

### **Animals & Pets**

58. Not to keep any domestic animals, reptiles, insects, fish (other than goldfish) or birds on the Premises other than those which the Landlord or the Landlord's Agent has consented to, as set out in Schedule 1.

### **Usage**

59. To occupy the Premises as the Tenant's only or principal home

60. To use the Premises for the purpose of a private residence only in the occupation of the Tenant and Permitted Occupiers (if any) and not for business purposes.
61. To ensure that the Permitted Occupiers (if any) comply with all the Tenant's Obligations in this Agreement, except for the payment of Rent

## **Cars**

62. Not to service, repair or carry out any other work on cars, motorcycles, vans or other commercial vehicles at the Premises apart from general maintenance from time to time, to a vehicle of which the Tenant is the registered keeper

## **Insurance**

63. To inform the Landlord or the Landlord's Agent as soon as possible in the event of loss or damage to the Premises or the Fixtures and Fittings. To assist the Landlord or the Landlord's Agent with an insurance claim by providing full written details of the loss or damage as soon as is reasonably practicable thereafter
64. Not to do anything which would render the policies of insurance held by the Landlord on the Premises and/or on the Fixtures & Fittings void or voidable or to increase the rate of the premium on any such policy. Should there be a breach of this provision resulting in any expense or increase in insurance premium at renewal, to re-pay to the Landlord such extra sums as are necessary.
65. Not to deliberately do anything, and to take reasonable and prudent steps not to allow, anything to be done by Permitted Occupiers, invited guests or visitors, which leads to devastation, harm or ruin of the Premises or its contents
66. For the avoidance of any doubt, the Tenant's belongings within the Premises are not covered by any insurance policy maintained by the Landlord
67. To reimburse the Landlord for any excess sum, payable under the Landlord's insurance policies for each and any claim on the Landlord's policy resulting from any action or inaction on the part of the Tenant, his invited visitors or guests in breach of this agreement

## **Assignment**

68. Not to assign the Tenancy of the Premises or any part of it without the Landlord's consent, such consent not to be unreasonably withheld. The Tenant will be liable for the reasonable fees and expenses incurred by the Landlord in arranging any assignment granted
69. Not to sub-let, take in lodgers or paying guests without the written consent of the Landlord or the Landlord's Agent, with such consent not being unreasonably withheld. Not to allow any person(s) other than the Tenant, Permitted Occupier(s) and under clause 3.68 the Assignee or Sub-Tenant to occupy or reside in the Premises. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given

### **Illegal, Immoral Usage**

70. Not to use the Premises or knowingly allow the Premises to be used, for illegal or immoral purposes
71. Not to use, possess, cultivate or consume or allow to be used, possessed, cultivated or consumed on or on behalf of the Premises any of the drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances the use of which may at any time be prohibited or restricted by statute
72. If there is a breach of clause 3 then the Landlord shall be entitled to terminate absolutely this Agreement (provided that he first complies with his statutory obligations. This means the Landlord must issue proceedings and obtain an order for possession in the County Court). This is without prejudice to the Landlord's right to enforce all of the provisions set out in his Agreement and in particular, but not limited to, the Tenant's liability in respect of the payment of Rent until such time as the Premises are re-let and the Landlord's consequential losses arising from any other breach of the provisions set out in this Agreement.

### **Nuisance**

73. Not to do or allow to be done on or in connection with the Premises anything which shall be or tend to be a nuisance or annoyance to any person residing, visiting or otherwise engaging in a lawful activity in the locality
74. Not to make or allow any unreasonable noise and in particular:

- 74.1. Not to hold or allow to be held any social gathering; which includes residents not being able to freely use facilities and common rooms due to non-residents repeated presence on the property. The landlords reserve the right to ban any non-residents if repeated substantiated complaints are made by the other tenants
  
- 74.2. Not to play or allow to be played any musical instrument or sound reproduction equipment such as a television, radio or stereo system (other than with headphones) in the Premises in such a manner as to cause or be likely to cause any nuisance or inconvenience to the occupiers of a neighboring, adjoining or adjacent properties or so as to be audible outside the Premises between the hours of 23.00 and 07.00 on any day.
  
- 74.3. The landlord reserves the right to ban from the property any non-resident committing malicious damage to the premises both inside and out, or causing a nuisance to other residents. Parking
  
75. The Tenant shall not park, or allow anyone else to park, any vehicle on the premises without the Landlord's prior consent. Parking will be on a first come first served basis and the Tenant's car registration number must be registered with the Landlord

### **Locks, Security and Safety**

76. Not to install or change any locks in the Premises (except in an emergency, in which case a key to be provided to the Landlord or the Landlord's Agent) without the prior consent of the Landlord or the Landlord's Agent. If any lock is installed or changed in the Premises without the prior written consent of the Landlord or the Landlord's Agent, then to remove it if required by the Landlord or the Landlord's Agent and to make good any resulting damage
  
77. If any additional keys are made, the Tenant shall deliver them to the Landlord or the Landlord's Agent, together with all remaining original keys, at the end of the Tenancy. If any such keys have been lost, the Tenant will pay the Landlord or the Landlord's Agent on demand any costs incurred by the Landlord in replacing the locks to which the lost keys belong
  
78. The Tenant shall attend a fire training session to be organised by the Landlord

## **Empty Premises**

79. Not to leave the Premises vacant for any continuous period of more than four weeks during the Tenancy without first notifying the Landlord or the Landlord's Agent.
80. To ensure that all times when the Premises are vacant, all external doors and windows are locked and/or bolted
81. To make good at his own expense any damage caused to the Premises or the Fixtures and Fittings which occur due to any breach of this Agreement

## **Cost & Charges**

82. To pay to the Landlord or the Landlord's Agent all reasonable costs and expenses incurred by the Landlord or the Landlord's Agent (including but not limited to the costs and fees of the Landlord's solicitors and other professional advisors) in respect of
  - 82.1. The recovery from the Tenant of any Rent or any other monies owed in breach of this Agreement
  - 82.2. The enforcement of any of the provisions of this agreement;
  - 82.3. The service of any notice relating to a breach by the Tenant of any of the Tenant's Obligations under this Agreement whether or not the breach shall result in court proceedings except where a court orders that Landlord pay his own costs in any court proceedings.
83. To pay part of the costs, as agreed and set out in the Tenants Application Form, for the preparation and grant of this Agreement

## **Consequences of Termination in Breach of this Agreement**

84. If in breach of this Agreement the Tenant vacates the Premises before the Expiry Date, the Tenant will be liable to pay

- 84.1. The Rent up to the date that the Premises are re-let or the Expiry Date, whichever is the sooner; AND
- 84.2. The standard rate of Council Tax, or any other replacement property tax, at the rate applicable to the Premises up until the date that the Premises are re-let or the Expiry Date whichever is sooner; AND
- 84.3. Any standing and/or consumption charges for Utilities up until the date that Premises are re-let or the Expiry Date whichever is sooner; AND
- 84.4. A fee up to £200 can be applied for the landlords costs of re-letting premise should the premise be re-let before the expiry date.

### **Inventory and Checkout**

85. To check the Inventory provided by the Landlord or the Landlord's Agent and as soon as is reasonably practicable from the receipt of the Inventory to notify the Landlord or the Landlord's Agent of any significant mistakes, misdescriptions or other amendments. If no such notification is received by the Landlord or Landlord's Agent within a reasonable period, the Tenant understands that at the termination of the Tenancy all damage or compensation for damage (over and above fair wear and tear) will be based and assessed upon the record contained in the Inventory unless the Tenant can provide proof that it is incorrect

### **Notices Concerning the Premises**

86. As quickly as is practicable after receipt, to send to the Landlord or Landlord's Agent any formal or legal notice or orders or other similar document delivered to the Premises by the third party which relate to, or might significantly affect the Premises, its boundaries or neighbouring properties
87. To allow onto the Premises any persons that may reasonably require such access to effect work to a neighbouring property or any boundary divide at all reasonable times provided not less than one days' notice has been given. Where such notice is given, to notify the Landlord or the landlord's Agent as soon as possible of the intended access

88. **WASHING UP** It is the responsibility of each individual tenant to do his or hers own washing up. If this has not been done on the morning of the cleaner coming it may at the landlord's discretion be removed on that morning and placed in a sealed box outside the premises for later collection by the tenant. It is a joint responsibility of the tenants that the sinks and draining boards be kept to a standard of acceptable hygiene

#### **4. LANDLORD'S OBLIGATIONS**

PLEASE NOTE: These are the things that the Landlord agrees to do or not to do. If the Landlord breaks or does not comply with any of his obligations in this agreement or of his statutory obligations, the Tenant may be entitled to claim damages or compensation from the Landlord, or to seek other legal remedies against the Landlord. The Landlord agrees to the following:

##### **Quiet Enjoyment**

1. That if the Tenant pays the Rent and performs and observes the Tenant's Obligations, the Tenant shall peaceable hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord

##### **Insurance**

2. To insure the Premises and the Fixtures and Fittings with an insurance company of repute to their full value as normally covered by the householder's comprehensive policy

##### **Condition of the Premises**

3. To ensure that the Premises are water tight on the Commencement Date and that all installations systems and appliances are clean and in proper working order

## Interest and Consents

4. That the Landlord is the sole legal owner or, if more than one, that they are the joint legal owners of the leasehold and freehold interest in the Premises
5. That the Landlord has obtained all necessary consents from the mortgagee (if any), insure, or other interested Parties to enable him or them to enter this Agreement

## Repair

6. This Agreement shall take effect subject to the provisions of Sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) which imposes on the Landlord obligations to repair and keep in good working order:
  - 6.1. The structure and exterior (including drains, gutters and external pipes) of the Premises;
  - 6.2. Installations in the Premises for the supply of water, electricity, gas and sanitation (including basins, sinks, baths and sanitary conveniences). The landlord is not however responsible for repairing other Fixtures and Fittings and appliances for making use of the supply of water, gas and electricity
  - 6.3. Installations in the Premises for space heating and heating water Neither the Landlord or the Landlord's Agent will accept responsibility for charges incurred by the Tenant in repairing such items as are listed above except in the case of an emergency or where the Landlord is in breach of his obligations under this clause
7. To keep in repair and proper working order all mechanical and electrical items including washing machines, dishwashers and other similar mechanical or electrical appliances belonging to the Landlord included in the Fixtures and Fitting. This Agreement shall not however be construed as requiring the Landlord to carry out any works for which the Tenant is liable under his duty to use the Premises and the Fixtures and Fittings in a Tenant-like manner

8. Where the Landlord supplies a working burglar alarm with the Premises at commencement of the Tenancy; to keep it in working order and repair, but only where such a repair is not caused by negligence or misuse by the Tenant, his invited guests or visitors

## **Safety Regulations**

9. That all furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended 1993
10. The gas appliances comply with the Gas Safe Installation and Use) Regulations 1998 and that a copy of the safety check record will be given to the Tenant on the Commencement Date
11. The electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets etc. (Safety) Regulations 1994.

## **Mutual Agreements**

It is mutually agreed as follows:

### **Reinstatement of Premises Rendered Uninhabitable**

1. The Landlord's repairing obligations referred to in clause 4.6 shall not be construed as requiring the Landlord to:
  - Carry out works or repairs for which the Tenant is liable by virtue of his duty to use the Premises in a tenant-like manner
  - To rebuild or reinstate the Premises in the case of destruction or damage by fire or by tempest, flood or other inevitable accident
  - To keep in repair or maintain anything which the Tenant is entitled to remove from the Premises
  - The Contract (Rights of Third Parties) Act 1999 does not apply to this agreement
  - This agreement is subject to all laws and statutes affecting Assured Shorthold Tenancies. If a court decided that some part of the agreement is invalid or unenforceable, the rest of the agreement will still be valid and binding on all

## **Insured Risks**

4. If the Premises are destroyed or rendered uninhabitable by an Insured Risk against which the Landlord may have effected insurance, then Rent shall cease to be payable until the Premises are reinstated and rendered habitable so long as such reinstatement is carried out within a reasonable period
  
5. Clause 5.4 will not apply if the insurance monies are irrevocable in whole or in part by reason of any act or omission on the part of the Tenant

## Reimbursement

6. Where the Landlord is entitled to do anything at the cost or expense of the Tenant under this Agreement then the Tenant shall pay the amount incurred to the Landlord or the Landlord's Agent within 14 days of written demand. If the Tenant fails to make payment the Landlord or the Landlord's Agent may deduct the unpaid amount from the Deposit in accordance with clause 3.5.

## Council Tax

7. If the Tenant should terminate being a student for the purposes of Council Tax and does not immediately vacate the Premises the Tenant shall pay the Council Tax for the Premises for the period to which Council Tax relates. If the Landlord however pays, whether under a legal obligation or otherwise, then the Tenant shall reimburse the Landlord or the Landlord's Agent within 14 days of written demand the Council Tax attributable to the Premises as a whole

## Forfeiture

8. If at any time during the Term:
  - 8.1. The Rent or any part of the Rent shall remain unpaid for 14 days after becoming payable (whether formally or legally demanded or not); or
  - 8.2. The Tenant does not perform or observe the Tenant's Obligations; or
  - 8.3. The Tenant shall become bankrupt or enter into a voluntary arrangement with his creditors; or
  - 8.4. If the Premises shall without the consent of the Landlord be left vacant or unoccupied for more than two weeks; or
  - 8.5. If any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 apply (namely grounds 8, 10, 11, 12, 13, 14, 15 or 17) then the Landlord may re-enter the Premises (provided that he first complies with his statutory obligations. This means the Landlord must issue proceedings and obtain an order for possession in the County Court). At this time the Tenancy will come to an end but this will not affect the Landlord's right of action in respect of the breach of the Tenant's Covenants contained in the Agreement.

## Notices Concerning the Agreement

9. The Landlord notifies the Tenant under Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be sent to or served upon the Landlord is the Landlord's address as set out in Schedule 1.
10. Should the Premises be subject to a mortgage granted before the beginning of the Tenancy the provisions for recovery of possession by a mortgagee in Schedule 2 of the Housing Act 1988 and Section 7 (6) of the Housing Act 1988 apply accordingly. If the Landlord's mortgagee is or becomes entitled to exercise its power of sale, then the Landlord's mortgagee shall be entitled to forfeit this Agreement and gain vacant possession of the Premises on Ground 2 of Schedule 2 of the Housing Act 1988
11. Should the Premises be the Landlord's main or principal home before the beginning of the Tenancy the provisions for recovery of possession by the Landlord in Schedule 2 of the Housing Act 1988 apply accordingly
12. The provisions as to the service of Notices in section 196 of the Law of Property Act 1925 apply and any Notices served on the Tenant (s) shall be sufficiently served if:
  - 12.1. sent by ordinary first class post to the Tenant (s) at the Premises or the last known address of the Tenant (s): or
  - 12.2. left addressed to the Tenant (s) at the Premises This clause shall apply to any Notices authorised or required to be served under this Agreement or under any Act of Parliament relating to the Tenancy
13. Any notice or information given by post under Clause 5.12 which is not returned to the sender as undelivered shall be deemed to have been given 48 hours after the envelope containing the same was so posted, and proof that the envelope containing such notice or information was properly addressed and sent by first class prepaid post and that it has not been so returned to the sender shall be sufficient evidence that such notice or information has been given.
14. Any notice or other transmission sent by telex cable, facsimile transmission, email or comparable means of communication shall be deemed to have been duly received on the date of transmission
15. The Tenant shall be liable for all costs, fees and expenses incurred by the Landlord or the Landlord's agent in connection with any notices served or letters sent where the Tenant must remedy a breach of contract at a minimum charge of £20 per item sent, excluding any other costs that may be incurred by the Landlord as a result of the Tenant's breach. This includes any costs, fees or expenses incurred by the Landlord for any recovery, or attempted recovery, of Rent or other amount owing by the Tenant.

## **Data Protection and Confidentiality**

16. The Agent may share details about the performance of obligations under this Agreement by the Landlord and the Tenant: past, present and future addresses of the Parties, with each other with credit reference providers for referencing purposes and rental decisions; with Utility and Water Companies, local authority Council Tax and Housing Benefit departments, Mortgage lenders, to help prevent dishonesty, for administrative and accounting purposes, or for occasional debt tracing and fraud prevention Under the Data Protection Act 1998 you are entitled, on payment of a fee which will be no greater than that set out by statute, to see a copy of personal information held about you and to have it amended if it is shown to be correct

## **Counterparts Page**

17. This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original, but all the counterparts together constitute the same document

## **Early Termination**

18. It is agreed by both parties that the landlord, for breaches of lease or student codes, may terminate this agreement as follows:
  - 18.1. By the Landlord giving to the Tenant at least two month's written notice, such notice to expire on the last day of a rental period.

**SCHEDULE 1 TENANCY DETAILS Landlord(s):**

**Tenant(s):**

**College/University Tenant(s) Attend:**

**Permitted Occupier(s):**

**Premises:**

**Deposit:** £ 450 (less any room holding fee paid) which will be held by the Landlord as the Stakeholder

**Rent:** £\_\_\_\_\_per week paid in advance, due on or before the following dates:

**Termly Residential Period Payment Plan:**

**First Payment date:** £\_\_\_\_\_due on 20/09/\_\_\_\_\_

**Second Payment date:** £\_\_\_\_\_due on 14/01/\_\_\_\_\_

**Third Payment date:** £\_\_\_\_\_due on 22/04/\_\_\_\_\_

**Commencement Date:** \_\_\_\_\_

**Expiry Date:** \_\_\_\_\_

## 6. SIGNATURE of the LANDLORD

This Agreement contains terms and obligations of the Tenancy. It sets out the undertakings made by the Landlord to the Tenant and by the Tenant to the Landlord. These undertakings will be legally binding once the Agreement has been signed by both Parties and dated. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this Agreement using plain and intelligible language, it inevitably contains some legal terms or references. *If you do not understand this Agreement, or anything in it, it is strongly suggested that you ask for an explanation before signing it*

Date \_\_\_\_\_

## 7. Signature (s) of the Tenants(s)

This Agreement contains the terms and obligations of the Tenancy. It sets out the undertakings made by the Landlord to the Tenant and by the Tenant to the Landlord. These undertakings will be legally binding once the Agreement has been signed by both Parties and dated. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this Agreement using plain and intelligible language, it inevitably contains some legal terms or references. If you do not understand this Agreement, or anything in it, it is strongly suggested that you ask for an explanation before signing it.

Signature of Tenant: \_\_\_\_\_ Date \_\_\_\_\_

Full name (in block capitals): \_\_\_\_\_