



## ASSURED SHORTHOLD TENANCY AGREEMENT

within the meaning of the Housing Act 1988 as amended by the Housing Act 1996

This Agreement contains the terms and obligations of the Tenancy. It sets out the promises made between you (the Tenant) and us (the Landlord). These promises will be legally binding once this Agreement has been both signed and dated and initial funds as detailed within the body of this Agreement have been paid. 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 language, it inevitably contains some legal terms and references.

You understand that we will be entitled to recover possession when the Tenancy ends.

The Inventory and Schedule of Condition should be checked carefully and agreed with the Landlord or his Agent.

Please note that if the Inventory and Schedule of Condition is not received or challenged by you in writing within seven days of commencement of the Tenancy, it shall be deemed that the Tenant(s) have accepted the Inventory and Schedule of Condition as fair and accurate and that Landlord or his Agent may rely on them at the end of the Tenancy as being correct and accurate.

THIS AGREEMENT is dated .....

BETWEEN (1)

herein after called 'The Tenant'

AND (2) c/o Student Places, 73 St Dunstons Street, Canterbury, Kent, CT2 8BN

herein after called 'The Landlord'

In this Agreement the following definitions apply:

- a. The Premises means the residential Premises known as \_\_\_\_\_ together with shared use of communal areas including bathrooms, WC's, kitchen, lounge, halls, stairs and gardens
- b. The Term of the Agreement is a fixed term commencing on \_\_\_\_\_ at 2pm and ending on \_\_\_\_\_ at 10am
- c. The Rent is a total amount defined as £ \_\_\_\_\_ per Month and is to be paid in advance on the dates agreed with the Tenant, **as per the signed Rent Payment Plans**
- d. The Deposit is an amount defined as £ \_\_\_\_\_
- e. Where there is more than one Tenant you will **all** be Jointly and Severally liable for the obligations contained within this Agreement. In the event of non-payment of Rent and or other breaches of this Agreement any individual Tenant or group of Tenants may be held liable. This means that legal action may be brought about against any one or any group of Tenants. For example, if more than 2 tenants are named on this agreement and one Tenant does not pay their rent, the Landlord can recover the amount owed from any one of you or any group.

IT IS AGREED as follows: -

1. The Landlord lets, and the Tenant takes the Premises TOGETHER WITH any fixtures fittings and effects collectively referred to herein as 'The Contents' and listed in the inventory for a fixed Term as specified in definition 'b' above at the Rent specified and to be paid as stated in definition 'c' above, in advance.
  
2. The Tenant will: -
  - a. Pay the rent on the days and the manner aforesaid and will pay interest at 3% over the Bank of England Base Rate on any rent in arrears for more than 14 days calculated from the date upon which it was due to the date that it is actually paid
  - b. Pay and indemnify the Landlord against all rates Council Tax and assessments and all water and sewerage and for all gas and electricity and telephone consumed or supplied on or to the Premises (including all fixed or standing charges) during the term. The Tenant is also responsible for purchasing a TV Licence, unless otherwise stated.
  - c. Be responsible for looking after the keys/security devices for the Premises throughout the tenancy. If the Tenant fails to do so, the Tenant will be responsible for covering the reasonable costs of replacements
  - d. Keep the interior of the Premises clean and tidy and in as good and tenantable a state of repair and decorative order as at the beginning of the term
  - e. Vacuum all carpets and thoroughly clean all areas of the Premises at least once every week.
  - f. Ensure that the Premises are kept clean so as not to attract vermin and the Tenant is responsible for the removal of vermin, either by traps or (by prior agreement of the Agent) using the services of a licenced exterminator/the Local Council at a cost to the Tenant
  - g. Keep the contents clean and in good repair and condition and working order and from time to time replace any of the contents which may be destroyed or so damaged as to be unusable with others of a similar value and appearance
  - h. Shall keep clean the inside and outside of all windows of the Premises, that the tenant can reasonably reach, as often as may be necessary and inform the Landlords Agent of all broken glass. The Tenant shall promptly pay for all broken/repair to/replacements of glass/windows at the Premises, however so caused
  - i. Take all reasonable precautions to prevent condensation and or mould growth by keeping the Premises adequately ventilated and heated
  - j. Use the Premises in a tenant like manner
  - k. Not damage or injure the Premises or make any alteration in or addition to the Premises or the style or colour of the decoration
  - l. Not walk on, sit on or use any part of any flat roof at the Premises
  - m. Not smoke anywhere inside the Premises. The use of candles/incense burners is also prohibited
  - n. Will test the fire detection equipment at the Premises on a weekly basis, as per the instructions given by the Agent
  - o. Not obstruct incumber litter or damage or permit to be obstructed incumbered littered or damaged those parts of the building which form part of communal areas
  - p. Comply with the directions given by the Landlord as to the location of dustbins or the storage of rubbish
  - q. Not keep or suffer to be kept any dog cat or other pet
  - r. Not remove from the Premises any of the Landlord's fixtures or fittings, or to store them in a loft, basement, garage or outbuildings (if any) without obtaining the prior consent of the landlord or his agent. Where such consent is granted, to ensure that any such items are stored safely without damage or deterioration and at the end of tenancy are returned, within reason, to the same places from which they were removed
  - s. Use fixture and fittings provided in the manner for which they are designed eg furniture provided for inside use should not be used outside

- t. Not carry on any trade or business from the Premises nor receive any paying guests but use the Premises only as a private residence for the named Tenant(s) only
- u. Not do or suffer to be done anything which may be or become a nuisance or annoyance to the Landlord or the occupiers of any neighbouring properties or which may render the Landlords insurance of the Premises void or voidable or increase the rate of premium for such insurance
- v. Not use or suffer the Premises to be used for any illegal or immoral purpose
- w. Not bring any or use any dangerous or illegal substances/items into the Premises or any parts of the Building
- x. Not make any noise or play any television or audio equipment between the hours of 22:00 and 09:00 so as to be audible outside the Premises or by any neighbouring Premises
- y. Not block or cause any blockage to the drains or pipes gutters and channels in or about the Premises and to rectify any blockage at the tenant's own expense and will take proper precautions to prevent the escape of water in or from the Premises. The cost of any damage caused to the fabric of the building by a blockage will be re-charged to the tenants
- z. Not park or permit to be parked any vehicle on any area within the grounds of the house except for any driveway
- aa. Shall be directly responsible for the actions of third parties who are in the Premises
- bb. Maintain heating at a level to prevent the freezing and bursting of water pipes or damage to the Premises by condensation or hazards due to weather conditions whether the Premises are occupied or not
- cc. Not assign or underlet or part with or share the possession of the whole or any part of the Premises except with the written consent of the Landlord
- dd. Not allow more than one person to occupy each bedroom
- ee. Permit the Landlord and the Landlords Agents at reasonable times to enter the Premises to view their state and condition and to execute any repairs upon the Premises
- ff. Permit the Landlord and the Landlords Agent at reasonable times to enter the Premises during the term with prospective tenants and with prospective purchasers of the Landlords interest in the Premises
- gg. Permit the Landlord and the Landlord's agents' access to the Premises during the first two months of the tenancy to carry out works as may be required
- hh. Permit the Landlord and or the Gardener access throughout the term to carry out any maintenance of the garden area(s). Access via the interior of the Premises will be requested/advised if required
- ii. Notify the Landlords Agents forthwith in writing of any defect in the Premises other than such as the tenant is liable to remedy under the previous clauses as soon as is practicable after the defect comes to the notice of the Tenant
- jj. Where a Tenant wishes to end their agreement before the expiration of The Term, The Tenant shall be liable to pay:
  - i. Rent until the Premises is re-let or the expiration of the Term whichever is the sooner
  - ii. The Landlords costs involved in re-letting the Premises including **£50.00** change of tenant fee
  - iii. All utility and Council Tax charges incurred until the Premises is re-let or until the end of the Term whichever is the sooner
- kk. At the end of the Term
  - i. The Tenant shall yield up the Premises and the Contents in such a state of repair and condition and cleanliness as it was at the start of this agreement and in accordance with the Tenants obligations
  - ii. The Tenant will remove all rubbish and recycling from the Premises and properly dispose of it in receptacles outside the Premises provided by the local council for the

- purpose of waste collection, or arrange with the local council for a special collection to uplift excessive or heavy rubbish for disposal
- iii. The Tenant shall remove all personal possessions from the Premises by the last day of the fixed Term. The Landlord may dispose of any items left after this date and the Tenant will be liable for the costs of disposal/removal
- iv. The Tenant shall make good or pay for the repair or replacement of such contents as have been broken lost damaged or destroyed during the Term
- v. Return all sets of keys to the agent and pay reasonable costs of having new locks fitted and new keys cut in the event that not all keys are returned
- vi. The Tenant will provide the Landlord's Agent with a forwarding address

### 3. The Landlord:

- a. Covenants that he will permit the Tenant so long as they pay the rent and perform the obligations under this Agreement quietly to use and enjoy the Premises during the Term without any interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord
- b. May re-enter the Premises and thereupon the Tenancy created by this Agreement will determine but without prejudice to any other rights and remedies of the Landlord if: -
  - i. Any part of the rent is in arrears for seven days (whether formally demanded or not) or
  - ii. If there is any breach of any of the Tenants obligations under this Agreement or
  - iii. Any of the Grounds set out as grounds 2, 8, 10 – 15 (inclusive) & 17 of Schedule 2 to The Housing Act 1988 shall apply
- c. Will not pay interest on any deposit held
- d. In connection with this tenancy your landlord may pass information regarding late or overdue rent payments damage to the Landlords Premises and antisocial behaviour to referencing and credit referencing agencies who will retain this information for use by other landlords and interested parties including debt recovery
- e. Will notify utility companies and council tax offices of your personal details including where necessary forwarding addresses
- f. The Landlord will register the deposit with the Deposit Protection Service ([www.depositprotection.com](http://www.depositprotection.com))

### 4. Inventory:

- a. Upon moving into the Premises, the Tenant will be invited to attend a move-in appointment. The Tenant will be provided with and required to complete the Inventory and Schedule of Condition relating to the Premises. The Inventory is an agreed record of the contents and condition of the Premises and contents at commencement of the Tenancy and shall be used to assess any loss, damage or dilapidation as recorded at the end of the Tenancy.
- b. The Tenant has a period of 7 days from the initial move-in appointment to ensure that the Inventory and Schedule of Condition is correct and to advise the Agent of any discrepancies in writing. After the 7-day period has expired, no changes will be accepted.
- c. At the end of the Tenancy a full inspection of the Premises will be made. Any items missing, damaged or otherwise in a different state to their condition at the move-in will be recorded. The Tenant will be given the opportunity to explain or dispute any deficiencies or defects discovered.

### 5. Data Protection:

- a. We require to process and retain certain personal information that you have provided to us. From time to time we may pass any or all of that personal information on to third parties who may carry out specific work on our behalf for processing. Full details of the personal

information we hold, why we hold that information, how long it is held for and with whom that information is shared are set out in the Fair Processing Notice provided to you.

6. Deposit:

- a. The Tenant must pay a deposit of £ \_\_\_\_\_ in full on the day the Tenancy Agreement is signed as security towards the discharge or part discharge of any liability referred to in clause 6c below
- b. The Deposit is protected and held with the Deposit Protection Service ([www.depositprotection.com](http://www.depositprotection.com))
- c. Monies shall be deducted from the Deposit in respect of all reasonable costs and expenses incurred by the Landlord/Agent in respect of:
  - i. The recovery from the Tenant of any Rent or any other money which is in arrears;
  - ii. The enforcement of any provisions of this Agreement;
  - iii. The cost of repairing, decorating, or cleaning the Premises or the Contents so they are to the same standard as at the commencement of the Tenancy (fair wear and tear expected);
  - iv. The cost of replacing any items listed on the Inventory which are missing from the Premises at the end of the Tenancy;
  - v. The Landlord/Agents reasonable costs in reinstating the Premises owing to your breach of any conditions of this Agreement

SIGNED AS A DEED BY \_\_\_\_\_ (The Tenant)

SIGNED BY/ON BEHALF OF THE LANDLORD \_\_\_\_\_