

## ASSURED SHORTHOLD TENANCY AGREEMENT

### Important notes for Tenants

This tenancy agreement is made on the date specified for letting furnished or unfurnished accommodation on an Assured Shorthold Tenancy within the provisions of the Housing Act 1988, as amended by Part III of the Housing Act 1996 and the provisions for the recovery of possession by the Landlord in Section 21 thereof apply accordingly

- This agreement is a legal and binding contract and contains the terms and obligations of the tenancy for the Landlord and the Tenant.
- Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against them individually.
- This agreement may commit you to certain actions for a period of any fixed term and beyond. Therefore, before signing it you should read it carefully to ensure it contains everything you want it to and nothing unacceptable to you.
- 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 are unsure of your obligations under this agreement, then you are advised to consult a Housing Advice Centre, Solicitor or Citizen's Advice Bureau.

### **THIS TENANCY AGREEMENT IS BETWEEN**

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**Date:**

**Name of** [1]

**Tenant**

("The Tenant") (in case of joint tenants the term "Tenant" applies to each of them and the names of all joint tenants should be inserted)

**Landlord Name:**

**Correspondence Address:** 1 Holy Well Close, Edgbaston, Birmingham, B16 8TB

**Managing Agent:** Student Letting Company

**Property Address:**

**Contract Term:**

**Contract date:** (from and including)

### **PAYMENT OF RENT & DEPOSIT FOR THE PROPERTY**

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**Rent:** per calendar month

**Payable:** in advance by equal monthly payments on the 1<sup>st</sup> day of every month (cash, standing order, student loan, credit card)

**Deposit:** payable on signing this agreement and held by the Deposit Protection Scheme

**Date Paid by tenant:**

- Rent includes:** Fair usage of gas, electricity, water and wireless broadband.
- Council Tax Certificate:** Council Tax is only payable if you fail to give Student Letting Company a valid copy of the Exemption Certificate

### **GENERAL LETTING PROVISIONS**

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1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as stated overleaf.
2. The Tenant pays the deposit as a security for the performance of the Tenant's obligations and to compensate the Landlord for any breach of those obligations, and hereby agrees that this sum shall not be transferable by the Tenant in any way and at any time against payment of rent
3. In the event of a Council Tax demand being served on the Property for the tenancy period, the Tenant(s) shall be responsible for paying for such a bill. If however, the Tenant provides the Landlord with a valid full-time student number for each occupant then Birmingham City Council will reduce the Council Tax to £0.00
4. The rent may not be changed before the expiry of the Term or the first anniversary of the letting, whichever is the earlier
5. Any notice to the Tenant shall be deemed properly served if served by 1<sup>st</sup> or 2<sup>nd</sup> class post, hand delivered to the property or sent electronically by text or email.
6. The term Landlord represents the actual owner of the property or their agent to whom full possession of the property returns at the end of the tenancy. The Tenant includes the person deriving title under the Tenant

### **TENANTS OBLIGATIONS**

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7. To pay the rent in full and in advance and commit to staying until the end of the tenancy and pay all rent on the day and in the manner agreed and will pay any charge at the time of non-payment on any rent in arrears.
8. To pay for the entire invoices and costs of any contractors that the tenant arranges without having previously obtained the landlord's permission.
9. The tenant not to do or allow to be done on the Property anything, which may be, or may be likely to become a nuisance or annoyance to the landlord, a person residing, visiting or occupiers of any adjoining premises (including unreasonable noise) or which may invalidate any insurance of the Property against fire or otherwise increase the ordinary premium for such insurance. This responsibility includes the actions and behaviour of visitors and friends of the tenant.
10. Not to make or permit any noise or play any radio, television or other equipment in or about the property between the hours of 22.00hrs – 07.00hrs, so as to be an audible nuisance inside or outside the property.
11. The Tenant will not carry on any profession in the Property, trade or business or let apartments or receive paying guests or place or exhibit any notice or notice board on the Property or use the Property for any other purpose than that of private residence.

Signed by the [1].....

Tenant

Signed by .....

The Agent

**TENANTS OBLIGATIONS (continued)**

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12. Not to use the property for any illegal or immoral purpose (note – unauthorised taking or possession of controlled drugs is considered to be illegal for the purpose of this clause)
13. To keep the interior of the property and the contents in a good state of repair; well-aired, clean and maintained as they were at the beginning of the tenancy including the doors, window frames, glazing, skylights, replacing all broken glass and light bulbs.
14. The tenant agrees not to cause obstruction in any common areas of the property. The landlord reserves the right to remove any such obstruction. Any items left in the hallways can be removed by the Landlord without prior warning to comply with Fire Safety Regulations (fees may apply).
15. The tenant will not make alterations to the Property without written permission of the Landlord
16. The tenant will not decorate the Property without written permission
17. The Tenant agrees to live as a single household and not as a number of individuals
18. The tenant will not assign, sub-let or part with possession of the property, or let any other person live at the property without written consent from the Landlord
19. The tenant(s) will not allow their visitor(s) to stay more than 1 night in a 7 day period. Overnight visits should not exceed 4 nights in 1 calendar month and should not occur without the prior knowledge and full agreement of all fellow tenants.
20. The Tenant will promptly report all breakdowns, repairs and faults of any kind during the tenancy to the landlord.
21. The Tenant will allow the Landlord’s employees or contractors acting on behalf of the Landlord access at all reasonable hours of the daytime to inspect the condition of the Property or adjoining Property (the Landlord will normally give at least 24 hours’ notice but immediate access may be required in an emergency).
22. The Tenant will inform the Landlord immediately on receipt of any statutory notice served by any Local Authority regarding the Property.
23. Not to keep motorcycles, cycles or other similar machinery inside the property except in a defined area or garage.
24. Not to allow any animal(s) or bird(s) in the property without the written consent of the Landlord. The tenants agree to pay for a reputable flea treatment if pets or animals are proved to have been at the Property.
25. The Tenant will not allow any children under the age of 18 to permanently reside at the Property
26. The Tenant will not take down any curtains from the Property or hang their own curtains without the Landlord’s written permission
27. The Tenant agrees that should the Tenant give the Landlord any false information in the Tenancy paperwork, the Landlord has the right to immediately cancel the contract
28. The Tenant will not remove any furniture from the Property without the Landlords permission
29. The tenant agrees not to move any furniture from one bedroom to another and agrees to not bring their own furniture without the Landlords consent.
30. The tenant agrees not to exhibit any promotional poster or notice so as to be visible from the outside of the property and to obey the “Poster Zone Rules” where Poster Zones have been installed in the property.

Signed by the [1].....

Tenant

Signed by .....

The Agent

**TENANTS OBLIGATIONS (continued)**

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31. Not to cause or permit any blockage to drains and pipes, gutters and channels in or about the property. Common causes of blockages for which the tenant would be responsible would include putting fat down the sink, failure to remove hair from plugholes and flushing inappropriate material (wipes, sanitary towels) down the toilet.
32. The Tenant agrees not to wedge open any fire doors that have a self-closing mechanism
33. The Tenant will only allow the named Tenants to be permanently resident at the Property. The Tenant will ensure that all residents are registered full time students
34. The Tenant agrees to pay the additional fees [where necessary] as detailed on page 8 of this Tenancy Agreement.

**Keys & Locks**

1. Tenants moving in on 1<sup>st</sup> July can collect there keys from our office during normal hours 9 - 16.30, Monday to Thursday, 9-13.30
2. To not swap their keys with any other of the joint Tenants or add additional locks to any doors in the property, nor make additional duplicate keys without the Landlords consent.
3. To not lend the keys to any person whatsoever without the Landlords permission.
4. To not change the security codes (If applicable) without the Landlords consent

**Cleaning prior to occupation**

1. The Tenant agrees that if one or more named Tenants has lived at the Property in the preceding tenancy period, the Landlord will not clean and prepare the property for this tenancy. The Tenant agrees, however, to clean the property to the Landlords satisfaction at the end of the tenancy.

**Rent Statements**

1. The Tenant agrees that a copy of any rent statement or reminder can be sent to the Tenants Guarantor, Tenants Parent or Guardian

**Gas & Electric suppliers**

1. The Tenant will not change gas or electric suppliers without the written consent of the Landlord

**Improvements**

1. The Tenant agrees to allow the Landlord to make improvements to the property during the tenancy period, if the Landlord wishes to do so. The improvements could include double glazing, new furniture and fittings, new decoration, heating etc.

Signed by the [1].....

Tenant

Signed by .....

The Agent

## TENANTS OBLIGATIONS (continued)

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### Viewing

1. The Tenant will allow the Landlord to enter and view the property with prospective Tenants
2. The Tenant will allow the Landlord to show the property on weekdays between 9.00am - 7.30pm until the property is let
3. The Tenant agrees to accept mobile phone text messages as sufficient notice that a viewing will be taking place
4. The Tenant accepts to a minimum of 3 hours' notice of a viewing
5. The Tenant agrees that each named tenant will receive the same text message
6. The Tenant agrees to notify the Landlord of any change in residential status or personal details (mobile phone number, email etc)

### Advertising Boards

1. The Tenant will allow the Landlord to place an advertising board(s) on the front of the property at any time during the tenancy.

### Cleaning of property at start of tenancy

1. The Tenant agrees to notify the Landlord by text or email within 12 hours of moving in should they find the cleanliness of the property unsatisfactory at the start of the tenancy
2. If the Tenants do not notify the landlord within 12 hours the tenants are agreeing that the cleanliness at the start of the tenancy is satisfactory, even if the Tenants subsequently decide to clean the property themselves

### Guarantee

1. It is a condition of this tenancy agreement that a guarantee is entered in the form attached (one named per tenant)
2. If the guarantee is not signed and completed correctly and returned to the Landlord within 7 days from the date of the tenancy contract the Landlord will be entitled to rescind this assured tenancy agreement if the Landlord wishes to do so

### Fire Risk Assessments & Other Assessments

1. The Tenant agrees to allow the Landlord to inspect all parts of the property to carry out Fire Risk Assessment (and other assessments) at any time (subject to the Landlord giving the Tenants 24 hours' notice)
2. To not tamper or remove batteries from smoke alarms; notifying the landlord immediately if the smoke alarm sounds, which indicates low batteries.
3. Not to smoke in the property or allow visitors to smoke in the property. Any damage caused by smokers will be subject to recharge.

Signed by the [1].....

Tenant

Signed by .....

The Agent

**TENANTS OBLIGATIONS (continued)**

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4. To not use fairy lights in the property and to take all necessary safety precautions when lighting candles. Any damage caused from the use of an open flame by tenants will be subject to recharge.
5. Not to keep, use or permit to be used any oil stove, paraffin heater or other portable fuel burning appliance, or other appliance against the terms of the insurance, except as provided by the landlord.
6. Not to block any ventilation ducts.

**8 Week Rent Arrears**

1. The Tenant agrees that should their rent fall more than 8 weeks in arrears their guarantor will be asked to take over responsibility of paying their rent from that point onwards [both the arrears and the rent until the end of tenancy]

**Leaving Personal Belongings**

1. The tenant agrees that any of their belongings, or property, personal items, or food stuff or furnishings and equipment is left at their own risk. Anything left behind at the property will be considered abandoned if, after the end of the tenancy and after the expiry of 14 days, written notice is sent, addressed to the tenant at their new or previous address. After this time the landlord may remove, store or dispose of any such items as they see fit. The tenant will remain liable for the fair costs of arranging such removal, storage or disposal and the landlord is entitled to deduct such costs from the tenant's deposit.
2. The Landlord will take no responsibility for any belongings lost, stolen or damaged

**Termination**

1. The Tenant agrees that they understand the tenancy is a fixed term contract that has no facility for either the Tenants or the Landlord to terminate it before the agreed finishing date.
2. The Tenant agrees that if after signing the contract the Tenants, as a group, find their situation has changed and they wish to be freed from the contract then the Landlord will attempt to find a new group of tenants to take the property [fees may apply] if no group is found, however, the group will be liable for the rent.
3. The Tenant agrees that if only one of the joint Tenants wishes to leave the property then the joint tenants are responsible for finding a replacement tenant and not the Landlord. The Landlord will gladly assist the Joint Tenants in finding a replacement [fees may apply] should any assistance be required.

**Cleaning at end of tenancy**

1. At the end of tenancy the tenants agree to clean and tidy the property, to include:- wash and dry all skirting boards, doors, door frames, door handles, light switches, wash and dry the inside and outside of oven, grill, hob, fridge, freezer (+ defrost) wash and dry inside and outside of all kitchen cupboards and all worktops. Wash and dry the bath, shower, toilet, wash basin. However all carpets and mop all vinyl or tiled flooring.

Signed by the [1].....

Tenant

Signed by .....

The Agent

## TENANTS OBLIGATIONS (continued)

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2. The tenant agrees to remove all rubbish from the property before returning all keys to the landlord and agrees to remove all personal belongings to include: televisions, DVD players, games consoles, bedding, clothes, food, kettles, toasters, microwaves, kitchen utensils, plates, pots and pans. Computers, printers, scanners, cables, household rubbish and any other belongings owned by tenant(s) that may not included on the list.

### Re-direction of post

1. The Tenant agrees to arrange for their post to be re-directed to their new address at the end of tenancy period. The Landlord has no responsibility to forward any post, unless otherwise notified by the tenant.

### Returning keys

1. The Tenant will return all keys within 7 working days from the end of the tenancy period. The tenant will return the keys to our office by hand or by Royal Mails' 'Special Delivery' service in a padded envelope
2. Each named Tenant must return their own set of keys individually

### Overdue Rent Charges

1. Any rent received 14 days overdue will be subject to a £25.00 or 8% on top of what is owed (whichever is greater) and if not paid on time can be taken from the Tenants deposit
2. The Tenant agrees to pay all costs of any debt collection agencies employed to collect any overdue rent and other charges.

### Giving up Possession

1. The Tenant will return the property and contents at the end of the Tenancy in the same good, clean condition as they were at the beginning of the tenancy, having made good and paid for any repairs and/or replaced any items (fixtures, fittings, furniture and effects) damaged during the Tenancy

### Additional Fees

The Tenant agrees to pay additional fees if they [or the guarantor] fail to comply fully with the terms and conditions of the tenancy agreement. Examples of the most common fees are:-

#### Before or during the tenancy

- £5.00** Reminder letter fee – if chasing letters need to be sent out
- £10.00** Bounced cheque fee – if any cheques bounce
- £25.00** Key replacement fee – cost per key if lost
- £50.00** Sub-let fee – new tenancy agreement if a replacement tenants is found
- £25.00** 14 day overdue rent fee – unless otherwise discussed with Landlord

#### After the end of tenancy

- £15.00** Hourly fee for any time spent [plus material costs] if the tenant fails to clean the property to the satisfaction of the Landlords

**£25.00** Removal of belongings fee – to remove all abandoned items and household rubbish

**£125.00** Change locks fee – if tenant fails to return the keys at the end of tenancy

**£50.00** Flea spray fee – if Tenant has kept any unauthorised pets at the property

## **TENANTS OBLIGATIONS (continued)**

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### **End of Tenancy Additional fees**

The Tenants agrees that any costs incurred by the Landlord after the end of tenancy will be invoiced directly to the Guarantor.

### **Other fees**

The Tenant agrees to pay £1.00 for every payment made by debit card in the office and a 2% charge on any payments made by credit card

### **Furniture provided by the Landlord**

1. The Tenant agrees that the Landlord will provide the following furniture and fittings: Each room will contain a bed, desk (or table), wardrobe, chest of drawers, carpeting, curtains or blinds
2. Each kitchen will contain a cooker, fridge, freezer, washing machine, vinyl or tiled flooring, curtains or blinds
3. Each living area will contain a sofa and/or armchairs, Hoover, TV aerial point, carpet, curtains or blinds.

### **NOT provided by the Landlord**

(Unless agreed in writing)

The Tenant agrees that the Landlord does not provide any of the following:

Bed linen, kitchen utensils, food, video or DVD players, telephones, microwaves, kettles, toasters, cable TV, TV Aerial points in each bedroom.

### **Heating provided by the Landlord**

All central heating will be fully serviced every year with a legal Gas Safe certificate carried out by a gas specialist

## **THE LANDLORDS OBLIGATIONS**

<b>Decorations</b>	The Landlord shall be responsible for all internal and external decorations
<b>Payment of rate</b>	The Landlord agrees to pay and indemnify all outgoings in respect of the property (except as otherwise provided by this Agreement)
<b>Quiet Enjoyment</b>	The Landlord agrees that the Tenant paying the rent and performing the agreement on the part of the Tenant may quietly possess and enjoy the property during the tenancy without any unlawful interruption from the Landlord
<b>Duty of repair</b>	The Landlord shall be responsible for all internal and external repairs [except where damage is caused by the tenant]

## LEGAL NOTICES

### Possession

1. Without prejudice to the other rights and remedies of the Landlord, the Landlord may seek to lawfully terminate the Tenancy by obtaining a courts order if:

(a)The Rent or any part of it is in arrears whether formally demanded or not

(b)The Tenant is in breach of any of the obligations under this agreement

(c)Any of the Grounds of Schedule 2 of the Housing Act 1988 apply (these grounds allow the Landlord to seek possession of the Property in specified circumstances, including rent arrears, damage to the Property, nuisance and breach of a Tenancy condition

(d)A Notice is served under Section 21 of the Housing Act 1988 giving the Landlord a right to end an Assured Shorthold Tenancy without any specific reason. Though only after any fixed Term has ended, or in operation of a break clause, then the Landlord may re-enter the Property and end the Tenancy

### Mandatory Grounds

**Ground 2:** at the start of the Tenancy the Tenant was advised that the Landlord owns the property, and that his lender may have a power of sale of the Property if the Landlord does not make his mortgage payments for the Property;

**Ground 8 :** both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is (a) at least eight weeks Rent unpaid where Rent is payable weekly or fortnightly; (b) at least two months' Rent is unpaid if Rent is payable monthly; (c) at least one quarters Rent is more than three months in arrears if Rent is payable quarterly; (d) at least three months' Rent is more than three months in arrears if Rent is payable yearly.

### Discretionary Grounds

**Ground 10:** both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is some Rent outstanding;

**Ground 11:** there is a history of persistently late Rent payments;

**Ground 12:** the tenant is in breach of one or more of the obligations under the tenancy agreement;

**Ground 13:** the condition of the Property or the common parts has deteriorated because of the behaviour of the tenant, or any other person living at the Property;

**Ground 14:** the tenant or someone living or visiting the Property has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; Or, that a person residing or visiting the Property has been convicted of using the Property, or allowing it to be used, for immoral or illegal purposes or has committed an arrest able offence in or in the locality of, the Property;

**Ground 15:** the condition of the furniture has deteriorated because it has been ill treated by the tenant or someone living at the Property;

**Ground 17:** the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by either the tenant or a person acting at the tenant's instigation.

### 8.3 The parties agree:

(a) Notice is hereby given that possession may be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord or any one of them if there are joint

