

## ASSURED SHORTHOLD TENANCY AGREEMENT

Student Living

This Assured Shorthold Tenancy Agreement is for letting furnished residential dwelling within the meaning of the Housing Act 1988 as amended by the Housing Act 1996.

### IMPORTANT

This **Agreement** contains the terms and obligations of the tenancy. It sets out the promises made by the landlord to the tenant and by the tenant to the landlord. These promises will be legally binding once the agreement has been signed by both parties and dated. You should read it carefully to ensure there is nothing in the document that you are not prepared to agree to and it contains everything you require. Whilst every attempt has been made to compose this **Agreement** using straightforward language, it inevitably contains some legal terms and references.

**Pleas ensure that if you do not understand your legal rights you consult a Housing Advice Centre, Solicitor or Citizens Advice Bureau.**

# ASSURED SHORTHOLD TENANCY AGREEMENT

## THE AGREEMENT PARTICULARS AND DEFINITIONS

Some of the information detailed below is prescribed under the Housing Act 2004. This means that the two parties to this **Agreement** must be made aware of their rights during and at the end of the tenancy regarding the protection of and deductions from the **Security Deposit**

**THIS AGREEMENT IS MADE ON .....BETWEEN:**

<b>Landlord:</b>	Brick Projects (Chertsey) Ltd of Kimberley House, 31 Burnt Oak Broadway, Edgware, Middlesex, HA8 5LD
<b>Managing Agent:</b>	The <b>Landlord's</b> Managing Agent is Urba-Life of Queens Gate, 15-17 Queens Terrace, Southampton SO14 3LR; Email: <a href="mailto:info@urba-life.co.uk">info@urba-life.co.uk</a>
<b>Administrative Agent</b>	The <b>Landlord's</b> Administrative Agent is Cryers of 38 Bedford Place, Southampton, SO15 2DG; Email: <a href="mailto:info@cryers.co.uk">info@cryers.co.uk</a>

**AND:**

<b>Tenant(s):</b>	"Forename" "Surname"
<b>Tenant's Address:</b>	"Property Address 1", "Property Address 2", "Property Address 3", "Property Address 4", "Post Code"
<b>Tenant Mobile No:</b>	"MobilePhone"
<b>Tenant's Email</b>	"EmailAddress"

**AND:**

<b>UK Guarantor Name:</b>	"GuarantorTitle" "GuarantorForename" "GuarantorSurname"
<b>UK Guarantor Address:</b>	"GuarantorAddress1" "GuarantorAddress2" "GuarantorAddress3" "GuarantorAddress4" "GuarantorPostcode" "GuarantorCountry"

**AND IS MADE IN RELATION TO THE PREMISES AT:**

<b>Property:</b>	Studio No [xxx]
<b>Building:</b>	The Court Yard, 468-480 Portswood Road, Southampton SO17 3AX
<b>Shared Facilities:</b>	Use and access to all communal facilities and garden at the <b>Building</b>
<b>Fixtures, Fittings and Furniture:</b>	This refers to all furniture, furnishings or effects, fixtures, fittings, sanitary ware, decorative features, white goods, other equipment or any floor, ceiling or wall coverings belonging to the <b>Landlord</b> and includes anything listed or specified in the <b>Check-in Inventory</b> and <b>Schedule of Conditions</b> or any items replacing them
<b>Parking Space No: (if any)</b>	Not Applicable

# ASSURED SHORTHOLD TENANCY AGREEMENT

### THE MAIN TERMS OF THE TENANCY AGREEMENT ARE:

<b>Commencement Date:</b>	"StartDate"	<b>Expiration Date:</b>	"FixedDate"
<b>Standard Check-in Time:</b>	14:00	<b>Standard Check-out Time</b>	12:00
<b>Rent:</b>	£ "RentAmount" per calendar month.		
<b>Security Deposit:</b>	One month's rent plus £100.00 is payable one month prior to the Commencement Date of the Tenancy and will be protected under the <b>Tenancy Deposit Scheme</b> ( <a href="https://www.tds.gb.com/">https://www.tds.gb.com/</a> ) per clause 6 of this <b>Agreement</b>		
<b>Permitted Occupiers:</b>	The maximum number of people permitted to occupy the <b>Property</b> is "MaxBeds"		
<b>Amount Due on Booking Confirmation</b>	Reservation Fee amount payable on confirmation of booking is £350.00 comprising £100.00 towards first month's rent, £150.00 - Agent's administration/referencing fee (per person), plus a Check-in/Inventory fee of £100.00 as per clause 7.23.1.		
<b>Amount Due 2 weeks after Booking</b>	The first month's rent (less £100.00 paid as part of Reservation Fee).		
<b>Rent Payment Dates:</b>	If you have a <b>UK Guarantor</b> , rent is payable each month in advance. If you do not have a <b>UK Guarantor</b> , rent is payable in advance for the whole <b>Tenancy Term</b> unless you have signed up to a Housing Hand Instalment Facility Plan		
<b>Rent Payment Details:</b>	The rent is payable to the <b>Administrative Agent</b> whose bank details are: Landlord ID: "PersonID" Sort Code: "AccountSortCode"      Account No: "AccountNumber" Account Name: "AccountName" Bank Name: "BankName" Please quote payment reference: "PersonID"/Your Studio No		
<b>Rent Inclusive of:</b>	All utilities and unlimited Wi-Fi (subject to fair usage policy of the supplier).		
<b>Rent Exclusive of:</b>	UK Council Tax (if applicable, full time students can apply for an exemption); TV licensing, telephone costs and parking (where applicable).		
<b>Special Conditions (if any agreed between Landlord and Tenant):</b>	<p><b>Tenant</b> agrees to pay a minimum charge of £80.00 to carry out a professional clean of the <b>Property</b> at the end of the <b>Tenancy</b>.</p> <p>If the condition of the <b>Property</b> at Check-Out is inferior to that as documented by the Inventory at Check-In then the following additional cleaning charges may apply:</p> <ul style="list-style-type: none"> <li>• £45.00 if the appliances (Fridge/Freezer/Oven/Hob/Extractor) require special/additional cleaning,</li> <li>• £45.00 if the bathroom requires special/additional cleaning,</li> <li>• £45.00 if the floor requires a special scrub and cleaning which will be agreed with the <b>Tenant</b> on check-out.</li> </ul> <p><b>Tenant</b> agrees to pay a minimum charge of £40.00 (extra charges to be agreed at check-out) if the <b>Landlord</b> has to empty the room and dispose of any of the <b>Tenant's</b> personal possessions left behind at the end of the <b>Tenancy</b>.</p>		

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**TENANT'S NEXT OF KIN CONTACT DETAILS:**

<b>Next of Kin – Name:</b>	
<b>Relationship:</b>	
<b>Contact Address:</b>	
<b>Contact Telephone No:</b>	
<b>Email:</b>	

**DETAILS OF PARTY PAYING THE SECURITY DEPOSIT (IF NOT THE TENANT):**

<b>Name:</b>	"GuarantorTitle" "GuarantorForename" "GuarantorSurname"
<b>Contact Address:</b>	"GuarantorAddress1" "GuarantorAddress2" "GuarantorAddress3" "GuarantorAddress4" "GuarantorPostcode" "GuarantorCountry"
<b>Contact Telephone No:</b>	"GuarantorPhoneNumber"
<b>Email:</b>	"GuarantorEmailAddress"

**SIGNED AS AN AGREEMENT BY:**

<b>Landlord (or Agent):</b>	
<b>Name:</b>	<i>(on behalf of UrbaLife)</i>
<b>Date:</b>	

<b>Tenant Signature:</b>	
<b>Tenant Name:</b>	
<b>Date:</b>	

<b>Witness Signature:</b>	
<b>Witness Full Name:</b>	
<b>Witness Address:</b>	
<b>Occupation</b>	
<b>Date:</b>	

NB: Tenant to sign in presence of an independent witness

# ASSURED SHORTHOLD TENANCY AGREEMENT

## SECURITY DEPOSIT CERTIFICATE

The **Agent** confirms that:

1. The information we have provided in respect of the **Security Deposit** held under the **Tenancy Deposit Scheme** (<https://www.tds.gb.com/>) is accurate and to the best of our knowledge and belief; and we have given the **Tenant** an opportunity to sign this document by way of confirmation that the information is accurate to the best of the **Tenant's** knowledge and belief.
2. The **Security Deposit** is safeguarded by the government approved tenancy deposit protection scheme called **The Tenancy Deposit Scheme (TDS)** which is a government approved tenancy deposit protection scheme in England and Wales operated by The Dispute Service Ltd. The Dispute Service is an industry owned, not for Profit Company. It can be contacted at:  
  
 Tenancy Deposit Scheme (TDS)  
 PO Box 1255  
 Hemel Hempstead  
 Herts  
 HP1 9GN
3. The **Landlord** certifies that the information provided in **Agreement Particulars and Definitions** of this **Agreement**, together with the details of the **Security Deposit** in clause 6.2 and the address of the **Premises** to which it relates is accurate to the best of his knowledge and belief. The **Landlord** further certifies that the **Tenant** has been given an opportunity to sign this **Agreement** and any documentation annexed by way of confirmation that the information provided is accurate to the best of his knowledge and belief
4. A copy of the **TDS** "What is the Tenancy Deposit Scheme" has been provided to the **Tenant**
5. The **Tenant(s)** agree that they fully understand their responsibilities under the scheme and that it is his responsibility to register his contact details and address with TDS and to ensure that the address is current at all times.

### SIGNED BY:

<b>Landlord (or Agent):</b>	
<b>Name:</b>	(on behalf of UrbaLife)
<b>Date:</b>	

### TENANT'S CONFIRMATION

I hereby sign this document to confirm that a copy of the **TDS** "What is the Tenancy Deposit Scheme" has been provided and the information is accurate to the best of my knowledge and belief:

<b>Tenant Signature:</b>	
<b>Tenant Name:</b>	
<b>Date:</b>	

# ASSURED SHORTHOLD TENANCY AGREEMENT

## DEED OF GUARANTEE

THIS DEED OF GUARANTEE IS MADE ON .....BETWEEN:

<b>Landlord:</b>	Brick Projects (Chertsey) Ltd of Kimberley House, 31 Burnt Oak Broadway, Edgware, Middlesex, HA8 5LD
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AND:

<b>UK Guarantor Name:</b>	"GuarantorTitle" "GuarantorForename" "GuarantorSurname"
<b>UK Guarantor Address:</b>	"GuarantorAddress1" "GuarantorAddress2" "GuarantorAddress3" "GuarantorAddress4" "GuarantorPostcode" "GuarantorCountry"

AND IS MADE IN RELATION TO:

<b>Tenant:</b>	"Forename" "Surname"
<b>Property:</b>	Studio No [xxx]
<b>Building:</b>	The Court Yard, 468-480 Portswood Road, Southampton SO17 3AX

IT IS HEREBY AGREED THAT:

1. In consideration of the **Landlord** agreeing at my/our request to accept the **Tenant** of the above **Property** upon the terms and conditions of this **Agreement**, the **Guarantor** hereby agrees to fully indemnify the **Landlord** for any loss, damage, costs or other expenses arising either directly or indirectly out of any breach of the **Agreement** (or any extension or continuation thereto) by the **Tenant** or any person acting on his behalf.
2. No forbearance on the part of the **Landlord** or any surrender of the **Agreement** by the **Tenant** shall relieve the **Guarantor** of his liability hereunder.
3. This **Guarantee** shall continue throughout the period that the **Property** is occupied by the **Tenant** or any licensee and is not limited to the term specified in the **Agreement**.
4. This **Guarantee** shall not be revocable by the **Guarantor** nor will it be rendered unenforceable by the **Guarantor's** death or bankruptcy.

SIGNED AS A DEED BY:

<b>Guarantor Signature:</b>	
<b>Guarantor Full Name:</b>	
<b>Date:</b>	

In the presence of:

<b>Witness Signature:</b>	
<b>Witness Full Name:</b>	
<b>Witness Address:</b>	
<b>Occupation</b>	
<b>Date:</b>	

### General

Any reference to any Act of Parliament includes a reference to that amended or replaced from time to time and to subordinate legislation made in accordance with that

The masculine gender includes the feminine gender.

If more than one **Tenant** shares a **Property** by special arrangement, than both **Tenants** will be jointly and severally liable for the **Tenant's** obligations contained within this **Agreement**. In the event of non-payment of **Rent** and/or other breach of the **Agreement**, each of the named **Tenants** may be pursued. This means that legal action may be brought against any one of the **Tenants**. Notice to leave by an individual **Tenant** will also end the tenancy for the second named **Tenant**. Both **Tenants** shall be known collectively as "the **Tenant**" throughout the **Agreement**

**IT IS AGREED** as follows:-

1. The **Landlord** lets to the **Tenant** the residential **Property** at the **Building** as detailed in the **Agreement Particulars and Definitions** and the use of the **Shared Facilities** as applicable, together ("the **Premises**"). The **Premises** will include any part or parts of the **Building** and the curtilage of the same together with the garden and parking space (if applicable) but excluding none.
2. The tenancy shall be from and including the **Commencement Date** to and including the **Expiration Date**, hereby referred to as the **Term** of the **Agreement**. References to "the **Term**" or "the tenancy" include any extension or continuation of the **Agreement** or any statutory periodic tenancy which may arise following the expiry or determination of the period of the **Term** specified in the **Agreement Particulars and Definitions**
3. The **Tenant** shall pay to the **Administrative Agent**, the amount of the rent and all other associated fees on the due date as detailed in the **Agreement Particulars and Definitions**.
4. This **Agreement** is intended to create an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988 as amended by the Housing Act 1996 and shall take effect subject to the provisions for recovery of possession provided for by virtue of Section 21 of that Act. The **Tenant** shall occupy the **Premises** as their only or principal home.
5. Where the tenancy shall include the **Landlord's Fixtures, Fittings and Furniture** in the **Property**, this includes all matters specified in the **Check-In Inventory** and **Schedule of Condition** which is a document prepared by the **Landlord** or his **Agent** or an appointed inventory clerk and provided to the **Tenant**, detailing the **Landlord's Fixtures, Fittings and Furniture**, equipment and the decor and condition of the **Property** in general. Such a document may subsequently be relied upon at the end of the tenancy in assessing 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, errors or other amendments should be notified to the **Landlord** or his **Agent** within seven days after the **Commencement Date**. In order to avoid misunderstandings or disputes later, it is strongly recommended that this notification be in writing and a copy kept for future reference
6. **Security Deposit**
  - 6.1 The **Tenant** shall pay to the **Landlord** or his **Agent** the amount of the **Security Deposit** no later than one month prior to the **Commencement Date** as detailed in the **Agreement Particulars and Definitions**. The **Security Deposit** means any single amount of money paid by the **Tenant** or a third party to the **Landlord** under the tenancy **Agreement** as security against the performance of the **Tenant's** obligations under the tenancy **Agreement**, the discharge of any liabilities, any damage to the **Premises** and/or non-payment of rent during the tenancy.
  - 6.2 The **Administrative Agent** acknowledges that the **Security Deposit** has been paid by the **Tenant**. The **Agent** is a member of The Tenancy Deposit Scheme ("TDS") and both the **Managing Agent** and the **Administrative Agent** will deal with the **Security Deposit** in accordance with the terms and conditions of **TDS** currently in force and as regulated by the Housing Act 2004. Any interest payable or accruing on the **Security Deposit** shall accrue for the

benefit of the **Landlord**. Subject to this the **Landlord** shall have a right to claim against the **Security Deposit** for:

- 6.2.1 Any damage, or compensation for damage, to the **Premises**, its **Fixtures, Fittings and Furnishings**, 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 the commencement of the tenancy, insured risks and repairs that are the responsibility of the **Landlord**, to include any damage caused.
- 6.2.2 The reasonable cost of any remedial repairs or maintenance works incurred by the **Landlord** during the **Term** of the **Tenancy** resulting from any act or omission on the part of the **Tenant** as a result of any breach of clause 7.2.
- 6.2.3 Any cleaning charges (as detailed in the Special Conditions) incurred to return the **Property** to the same condition as detailed in the **Check-In/Inventory** on the **Commencement Date** of the **Tenancy**.
- 6.2.4 Any costs incurred by the **Landlord** as a result of attendance by the Fire Brigade due to the triggering of a false fire alarm by the **Tenant** anywhere on the **Premises**.
- 6.2.3 The reasonable costs incurred in compensating the **Landlord** for, or for rectifying or remedying any breach by the **Tenant** of his obligations under this **Agreement**, including those relating to the cleaning of the **Premises** as a result of any breach of clause 7.10.1 or 7.21.1
- 6.2.4 Any rent or other money lawfully due or payable by the **Tenant** under this **Agreement** which remains unpaid after the end of the tenancy
- 6.2.5 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the **Premises** for which the **Tenant** is liable
- 6.2.6 Any additional reasonable charges made by the **Landlord** or his **Agent** relating to this **Agreement**
- 6.2.7 Any sum repayable by the **Landlord** or his **Agent** to a local authority where Housing Benefit has been paid directly to the **Landlord** or his **Agent** by the local authority on behalf of the **Tenants** and accepted in good faith but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the **Tenant**
- 6.3 Details of **TDS** to which the **Administrative Agent** subscribes can be found at <https://www.tds.gb.com/> and the **Tenant** acknowledges that he has reviewed these details
- 6.4 At the determination of the tenancy, the **Landlord** or his **Managing Agent** will notify the **Tenant** of any proposed deductions to be made from the **Security Deposit** within 14 calendar days.
- 6.5 The **Tenant** shall use best endeavors to notify the **Landlord** or his **Agent** of any dispute regarding the proposed deductions within 20 working days of the end of the tenancy
- 6.6 The **Landlord** or his **Managing Agent** will within 28 calendar days of the end of the tenancy refer any dispute to the **TDS** Dispute Service which is independent, professional and impartial service to help resolve disputes between landlords and tenants. Such a referral does not prejudice the rights of the **Tenant** to make his own separate or additional referral following the termination of the tenancy or provide his/her own evidence to support their case
- 6.7 If there is a change of **Landlord** during the tenancy, the **Tenant** shall consent to the transfer of the amount of the **Security Deposit** (or the balance of it) to the purchaser or transferee of the **Premises** at which point the **Landlord** shall be released from any further claim or liability in respect of the **Security Deposit** or any part of it
- 6.8 The **Landlord** shall not be obliged to refund the **Security Deposit** or any part of the **Security Deposit** on any change in the person or persons who for the time being comprise "the

**Tenant"**

- 6.9 Where more than one person is comprised for the time being in the expression "the **Tenant**" the **Security Deposit** may be repaid to the **Lead Tenant** in accordance with **TDS** and this repayment shall discharge the **Landlord** from any further liability in respect of the amount so repaid
- 6.10 Any goods or personal effects belonging to the **Tenant** which shall not have been removed from the **Premises** on Check-Out shall be deemed to have been abandoned. Provided the **Landlord** has given written notice to the **Tenant**, or where the **Tenant** cannot be found after reasonable steps have been taken to trace the **Tenant**, the **Landlord** can dispose of such goods as he thinks appropriate no sooner than 14 days after the expiry of this **Agreement**
- 6.11 In the case of circumstances as set out in Clause 6.10 the **Landlord's** reasonable costs for storage of such items or sale of such items shall be deducted from the proceeds of sale, or if greater, from the **Security Deposit**. Rent will be charged on a pro rata daily basis if the said items prevent further occupation of the **Premises**, up to a maximum of 14 days, and not to include the period of time required for cleaning and other dilapidations / works
- 6.12 Further, the **Tenant** shall pay to the **Landlord** any additional reasonable expenses incurred by the **Landlord** in checking the **Check-in Inventory** and **Schedule of Condition** which cannot be finalised until all goods belonging to the **Tenant** or members of his household have been removed

**7 THE TENANT AGREES WITH THE LANDLORD** as follows:-

**7.1 Rent**

- 7.1.1 To pay the rent according to the terms of this **Agreement** whether formally demanded or not
- 7.1.2 The **Tenant** shall pay to the **Landlord** interest at the rate of 4% per annum above Barclays Plc base rate from time to time on any rent or any other money payable under this **Agreement** remaining unpaid for more than 14 days after the day on which it became payable
- 7.1.3 The **Tenant** will notify the **Landlord** or his **Agent** if they become a recipient of Housing Benefit, or its successor in kind. To be liable at any time to reimburse the **Landlord** or his **Agent** any sums which the **Landlord** or his **Agent** is required to repay to the Housing Benefit Authority which has been paid direct to the **Landlord** or his **Agent** on behalf of the **Tenants** and accepted in good faith but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the **Tenant**

**7.2 Conditions of Premises, Repair and Cleaning**

- 7.2.1 To keep the interior of the **Property** including any **Fixtures, Fittings and Furniture** in good repair and condition throughout the **Term** (excepting only those installations which the **Landlord** is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the **Property** in good decorative order and condition throughout the **Term** (damage by fire excepted unless the same shall result from any act or omission on the part of the **Tenant** or any person residing or sleeping in or visiting the **Premises**)
- 7.2.2 To use the **Premises** in a tenant-like manner and to take reasonable care of the **Premises** including any **Fixtures, Fittings and Furniture** and to keep the **Premises** and any **Fixtures, Fittings and Furniture** in a clean and tidy condition throughout the **Term**. To deliver up the **Property** with vacant possession and the **Fixtures, Fittings and Furniture** at the determination of the **Term** in a clean and tidy condition and in good order and in accordance with the **Tenant's** obligations and to deliver all keys to the **Premises** to the **Landlord** or his **Agent**
- 7.2.3 To make good all damages, breakages, and losses to the **Premises** and its

- contents that may occur during the **Term** caused by the act or omission of the **Tenant** or any person who is visiting the **Premises** (with the exception of fair wear and tear and accidental damage by fire)
- 7.2.4 To keep all electric lights in good working order and to inform the **Managing Agent** of any fuses or bulbs that require replacing.
- 7.2.5 To keep all smoke alarms in good working order and not to cover or obstruct them at any time.
- 7.2.6 To inform the **Managing Agent** promptly of all broken glass in the **Premises**.
- 7.2.7 To notify the **Landlord** or his **Agent**, whichever is stated in clause 9.2.2, promptly and preferably in writing, as soon as any repairs and other matters falling within the **Landlord's** obligations to repair the **Premises** or the **Fixtures, Fittings and Furniture** come to the notice of the **Tenant**
- 7.2.8 Upon the **Landlord** or his **Agent** giving the **Tenant** written notice requiring the **Tenant** to carry out any repairs or other works for which the **Tenant** is responsible under this **Agreement**, to carry out the same within a reasonable time
- 7.2.9 To keep the interior of the **Property** (including doors, locks, windows, window frames and the glass therein) in a good tenable state of repair, decoration and condition as the same are now in (fair wear and tear excepted)
- 7.2.10 To keep the interior of the windows of the **Property** clean
- 7.2.11 To take reasonable and prudent steps to adequately heat and ventilate the **Property** in order to help prevent condensation. Where such condensation may occur, to take care to promptly wipe down and clean surfaces as required from time to time to stop the build-up of mould growth or damage to the **Property**, its **Fixtures, Fittings and Furniture**
- 7.2.12 Not to bring any gas appliances onto the **Premises**.
- 7.2.13 During the tenancy, to take such reasonable precautions to keep the **Premises** free of infestation by vermin, rodents or animal fleas. Where such infestations occurs as a result of action or inaction on behalf of the **Tenant**, to be responsible for the full costs of fumigating and cleaning any affected parts and for rectifying and or removing the causes of such an infestation
- 7.2.14 Not to repair 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
- 7.3 **Access and Inspection**
- 7.3.1 To permit the **Landlord** or the **Agent** or contractors or those authorised by the **Landlord**, upon giving at least 24 hours notice in writing (except in an emergency) to enter the **Property** at all reasonable times for the purpose of inspection and repair, to include inspection and repair to any adjoining or neighbouring property
- 7.3.2 To permit the **Property** to be viewed at all reasonable times during normal working hours upon a verbal appointment being made with reasonable notice being given by any person who is authorised by the **Landlord** or his **Agent** to view the **Property**
- 7.3.3 In order to comply with the requirements of the Party Walls etc Act 1996 (but only upon appropriate formal written notice), to permit the owner of a neighbouring property subject to the **Tenant's** knowledge and consent, or their authorised workman or their professional advisors, access to the **Premises** in order to carry out any work required to the **Premises** or their neighbouring property under the party Walls etc Act 1996

#### 7.4 Insurance

- 7.4.1 Not to do anything which might cause the **Landlord's** policy of insurance on the **Premises** or on the **Fixtures, Fittings and Furniture**, to become void or voidable or causes the rate of premium on any such policy to be increased. The **Tenant** will repay to the **Landlord** any sums from time to time paid by way of increased premium and all reasonable expenses incurred by the **Landlord** in or about any renewal of such policy rendered necessary by a breach of this provision
- 7.4.2 The **Tenant** will promptly notify the **Landlord** or his **Agent** of any defect to the **Premises**, for example in the event of loss or damage by fire, theft or other causes (whether or not caused by the act, default or neglect of the **Tenant**) of which he becomes aware
- 7.4.3 The **Tenant** is strongly advised to take out insurance with a reputable insurer for the **Tenant's** possessions. The **Tenant's** belongings within the **Premises** are his/hers and are not covered by any insurance policy maintained by the **Landlord**
- 7.4.4 To reimburse the **Landlord** for any excess sum, up to a maximum of £100, payable under the **Landlord's** insurance policy 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**

#### 7.5 Assignment/Sub Letting

- 7.5.1 Notwithstanding clause 7.11.2, not to assign, sublet, underlet or part share the possession of the **Property** and not to permit any persons other than the person named as the **Tenant** to occupy or reside in the **Premises** without the express prior written permission of the **Landlord** or his **Managing Agent**.

Breach of this clause will be treated as trespass and will result in the immediate removal of the residing person from the **Premises** and the forfeiture of the full amount of the **Security Deposit**.

#### 7.6 Illegal, Immoral Use

- 7.6.1 Not to use the **Premises** for any illegal, immoral or improper purpose
- 7.6.2 Not to use or consume in or about the **Premises** during the continuance of this tenancy any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may from this time on be prohibited, restricted by statute or not permitted on the **Premises**

#### 7.7 Inflammable Substances and Equipment

- 7.7.1 Not to keep any dangerous or inflammable goods, materials, or substances in or on the **Premises** apart from those required for general household use
- 7.7.2 Not to use candles, incense/scent burners or any item with a naked flame on the **Premises**

#### 7.8 Nuisance and Noise

- 7.8.1 Not to use the **Premises** or allow others to use the **Premises** in a way which causes a nuisance, annoyance, or damage to neighbouring, adjoining or adjacent property, or to the owners or occupiers of them. This includes any nuisance caused by noise
- 7.8.2 Not to play music of any description or to cause or permit any singing to take place at the **Premises** so as to cause annoyance to the **Landlord** or the occupiers of the **Premises** or owners of any adjoining or adjacent property or so as to be audible outside the **Premises**

**7.9 Utilities**

- 7.9.1 Not to tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the **Premises**
- 7.9.2 To pay all charges in respect of any telephone installed at the **Property** and TV license fee if appropriate

**7.10 Animals and Pets**

- 7.10.1 The **Tenant** hereby covenants that he shall not keep any dog, cat, bird, fish, reptile or domestic pet at the **Premises**

**7.11 Usage**

- 7.11.1 To use the **Property** for the purpose of a private residence only in the occupation of the **Tenant** and not for business purposes
- 7.11.2 Not to allow any person not named on this **Agreement** to occupy the **Property** for more than 3 consecutive days without the prior written consent of the **Landlord**

**7.12 Locks**

- 7.12.1 Not to install or change any locks in the **Premises** without the prior written consent of the **Landlord**, such consent not to be unreasonably withheld. If consent is granted, then the **Tenant** must provide a key to the new lock to the **Landlord** or his **Agent**
- 7.12.2 If, in breach of this **Agreement**, any additional keys are made the **Tenant** shall provide these to the **Landlord** or his **Agent** together with all remaining original keys at the expiration or sooner termination of the tenancy and in the event that any keys have been lost, pay to the **Landlord** any reasonable costs incurred by the **Landlord** in replacing the locks to which the lost keys belong
- 7.12.3 If any lock is installed or changed in the **Premises** without the prior written consent of the **Landlord**, then to remove that lock if required by the **Landlord** and to make good any resulting damage

**7.13 Fixtures, Fittings and Furniture**

- 7.13.1 Not to remove any of the said **Fixtures, Fittings and Furniture** from the **Premises** and to leave the same at the **Expiration Date** of the tenancy as found at the commencement of the tenancy as detailed in the **Check-in Inventory** and **Schedule of Condition**

**7.14 Alterations and Redecoration**

- 7.14.1 Not to decorate or to make any alterations in or additions to the **Premises** and not to damage any of the walls, partitions, services or timbers of the **Premises** without the prior written consent of the **Landlord** or his **Agent**. Where consent is granted, the **Tenant** will meet all costs of installation and subsequent removal and the reasonable cost of making good of any resultant damage or deterioration or redecoration as required
- 7.14.2 Not to permit any waste, spoil or destruction to the **Premises**
- 7.14.3 Not to install or connect any additional white goods in the **Property** without the prior written consent of the **Landlord** or his **Managing Agent**

**7.15 Empty Property**

- 7.15.1 Before leaving the **Property** vacant for any continuous period of 28 days or more during the **Term**, to provide the **Landlord** or his **Agent** with reasonable notice and to take reasonable precautions to prevent freezing
- 7.15.2 To ensure that at all times when the **Property** is vacant, all external doors and

windows are properly locked or are otherwise properly secured

## 7.16 Drains/Services

- 7.16.1 Not to overload, block up or damage any of the drains, pipes or any apparatus or installation relating to the services serving the **Premises**
- 7.16.2 Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the **Premises**
- 7.16.3 Not to dispose of any items that are likely to cause blockages in the pipe works in the **Property** (such as sanitary towels, baby wipes etc.).
- 7.16.4 To periodically clear the shower and sink traps to ensure that no stoppages or blockages occur in any of the drains, gutters, downpipes, sinks or waste pipes.
- 7.16.5 No to cover or block the ventilation ducts which serve the Premises.

## 7.17 Affixation of Items

- 7.17.1 Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the **Premises** or in the interior of the same without the prior written consent of the **Landlord's** written consent, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage
- 7.17.2 Not to affix any items to the walls of the **Premises** either internally or externally using glue, nails, picture hooks or sticky tape without the prior written consent of the **Landlord** or his **Agent**

## 7.18 Washing

- 7.18.1 Not to hang any washing, clothes or other articles outside the **Property** or windows or otherwise than in such place as the **Landlord** may designate or permit and not to hang or place wet or damp articles of washing upon any item or room heater

## 7.19 Costs and Charges

- 7.19.1 To protect the **Landlord** from loss arising from a claim as a consequence of any breach by the **Tenant** of any covenant contained in this **Agreement**
- 7.19.2 To pay the following charges plus VAT, unless a court orders otherwise, the **Landlord's** reasonable legal costs and expenses (plus VAT) properly incurred in enforcing this **Agreement**:
 

Rent Arrears Letter	£30.00
Returned Cheque/Non-payment of Standing Order	£25.00
Issue of a Duplicate Printed Tenancy Agreement	£15.00
Issue of a Duplicate Printed Inventory Report	£15.00
- 7.19.3 To pay any solicitor or **Agent** related costs incurred by the **Landlord** or his **Agent** relating to enforcement of Section 21 Notices. Please be aware that these additional legal costs can range from £650.00 to £995.00 depending on the type of action required

## 7.20 Refuse

- 7.20.1 To remove all rubbish from the **Property** and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin
- 7.20.2 To dispose of rubbish in the appropriate recycling or general waste bins provided and not to leave any rubbish anywhere else other than the bins including the corridor outside the **Property**, the internal and external common areas or the laundry room

**7.21 Smoking**

- 7.21.1 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance on the **Premises**.
- 7.21.2 Rectification of any odour, burn marks or discolouration caused by smoking in the **Property** could include, but are not limited to, deodourising and cleaning the property with sugar soap, redecoration and replacement of the mattress and will be charged to the **Security Deposit**. Please be aware that these costs can range from £150.00 to £650.00 depending on the scale of remedial works required.

**7.22 General**

- 7.22.1 Not to fly or hang any flags or banners from windows or the **Premises** in general

**7.23 Inventory and Check-Out**

- 7.23.1 To pay the reasonable cost of a **Check-in Inventory** and check-out and **Schedule of Condition** listing all the **Fixtures, Fittings and Furniture** in the **Property** and the condition of them at the expiry or sooner termination of the tenancy
- 7.23.2 If the **Tenant**, nor his agent, shall not keep a mutual appointment made by the **Landlord** or his **Agent** to check the **Check-In Inventory** and **Schedule of Condition** at the termination or sooner ending of the tenancy to pay the additional reasonable costs incurred by the **Landlord** or his **Agent** in making and attending a second appointment to check out against the **Check-in Inventory** and **Schedule of Condition**. If neither the **Tenant**, nor his agent, shall keep the second appointment any assessment made by the **Landlord** or his **Agent** shall be final and binding on the **Tenant**. Should the **Landlord** or his **Agent** fail to attend such appointment the **Tenant's** reasonable costs incurred in attending the **Property** will be met by the **Landlord**

**7.24 Notices**

- 7.24.1 To promptly forward to the **Landlord** or his **Agent** any notice of a legal nature delivered to the **Premises** touching or affecting the **Premises**, its boundaries or neighbouring properties

**7.25 Distance Selling Regulations**

- 7.25.1 The **Tenant's** rights to a 7 working day cooling off period under The Consumer Protection (Distance Selling) Regulations 2000 will cease on the date the **Tenant** enters into the tenancy by signing the tenancy **Agreement** and paying the rent

**7.26 Headlease**

- 7.26.1 To observe all of the non-financial covenants on the part of the **Landlord** as set out in the headlease of the **Premises**, if applicable, a copy of which is available on request

**8 THE LANDLORD AGREES WITH THE TENANT as follows:-**

**8.1 Quiet Enjoyment**

- 8.1.1 That the **Tenant** paying the rent and performing and observing the obligations on the **Tenant's** part contained in this **Agreement** shall peaceably hold and enjoy the **Premises** during the **Term** without any unlawful interruption by the **Landlord** or any person rightfully claiming under, through or in trust for the **Landlord**

**8.2 Insurance**

- 8.2.1 To insure the **Premises** and the **Fixtures, Fittings and Furniture** specified in the **Check-In Inventory** and **Schedule of Condition** to their full value with a reputable insurance company normally covered by a comprehensive policy
- 8.2.2 Where the **Landlord's** normal place of abode is not in the United Kingdom he agrees to

nominate a representative or appoint an **Agent** to whom the rent due under this **Agreement** shall be paid. If the **Landlord** fails to appoint such a representative or **Agent**, the **Landlord** agrees that the **Tenant** will be entitled to deduct, and hold for payment to the Inland Revenue, basic rate tax from the rent as may be required by the Finance Act 1995 or subsequent similar legislation as it relates to non UK resident landlords

### 8.3 Interest and Consents

8.3.1 That he is the sole/joint owner of the leasehold or freehold interest in the **Premises** and that all consents necessary to enable him to enter this **Agreement** (whether from superior landlords, mortgagees, insurers or others) have been obtained

### 8.4 Repair

8.4.1 To keep in repair and proper working order all mechanical and electrical items including all washing machines and other similar mechanical or electrical appliances belonging to the **Landlord** as are included in the **Check-In Inventory** provided that this **Agreement** shall not be construed as requiring the **Landlord** to carry out any works for which the **Tenant** is liable by virtue of his duty to use the **Property** and the equipment and effects in a tenant-like manner

8.4.2 To keep the CCTV and secure entry system on the **Premises** in working order and repair, unless where such a repair is caused by negligence or misuse by the **Tenant**, his invited guests or visitors

### 8.5 Safety Regulations

8.5.1 That all the furniture and equipment within the **Premises** complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993

8.5.2 The gas appliances at the **Premises** comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be on display at the **Premises**

8.5.3 The electrical appliances at the **Premises** comply with the Electrical Equipment (Safety) Regulations 1994

## 9 IT IS MUTUALLY AGREED as follows:-

9.1 Any agreement or obligation on the part of the **Tenant** (howsoever expressed) 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 same act on the part of any other person(s)

### 9.2 Repair

9.2.1 Sections 11-16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to this **Agreement**. These require the **Landlord** to keep in repair the structure and exterior of the **Premises** (including drains, gutters, and pipes) and keep in repair and proper working order the installations in the **Premises** for the supply of water, gas, electricity, sanitation, and for space and water heating. The **Landlord** will not accept responsibility for charges incurred by the **Tenant** that are the **Landlord's** responsibility, except in the case of an emergency

9.2.2 The point of contact for the **Tenant** on all tenancy matters including repairs is the **Managing Agent** at support@urba-life.co.uk

### 9.3 Insurable Risks

9.3.1 Insurable risks means fire, storm, tempest and such other perils that are included in the **Landlord's** insurance policy if effected

9.3.2 If the **Premises** are destroyed or rendered uninhabitable by fire or any other risk against which the **Landlord** may have effected insurance, then rent shall cease to be payable until the **Premises** are reinstated and rendered habitable unless the insurance

monies are irrecoverable in whole or in part by reason of any act or omission on the part of the **Tenant**

### 9.4 Reimbursement

9.4.1 Where the **Landlord** is entitled to do anything at the cost or expense of the **Tenant**, then the **Tenant** shall pay the amount incurred to the **Landlord** promptly when requested or the **Landlord** may treat this expense as a deductible sum from the **Security Deposit** at the end of the tenancy in accordance with clause 6.2 of this **Agreement**

### 9.5 Compensation

9.5.1 Where the **Landlord** is unable to provide the services included in the rent e.g. water, electricity, gas, heating, laundry or Wi-Fi for a continuous 24-hour period, including the inability of an external utility or supplier to deliver services to the **Premises**, then the **Landlord's** liability to the **Tenant** shall not exceed £3.00 per day in respect of this.

9.5.2 In any case, the **Landlord's** liability in respect of daily compensation paid to the **Tenant** will not exceed the pro-rated amount of daily rent payable in this **Agreement**

### 9.6 Council Tax

9.6.1 The **Tenant** shall pay the Council Tax in respect of the **Property** provided always that in the event of the **Landlord** paying such tax, whether under a legal obligation or otherwise, the **Tenant** shall repay the same to the **Landlord** upon demand or a fair and reasonable proportion of it

### 9.7 Forfeiture – Right of Re-entry

9.7.1 The Protection from Eviction Act 1977 gives tenants protection against arbitrary or immediate termination of their rights of occupation and the law restricts a landlord's rights, except in certain circumstances, to evict from, or prevent a tenant from living in, premises subject to an existing tenancy agreement without first obtaining court order

9.7.2 For the **Landlord** to commence legal proceedings to repossess the **Property** on a breach of the tenancy (where the **Tenant** has failed to remedy the breach in good time), which may result in the court evicting the **Tenant** or issuing a court order terminating the tenancy earlier than might otherwise be lawful; the law requires that the tenancy **Agreement** contains a Forfeiture clause, sometimes referred to as Right of Re-entry

9.7.3 For avoidance of doubt, in order to exercise his legal rights under this clause, a **Landlord** will first have to obtain a court order

9.7.4 If at any time the rent, or any part of the rent, shall remain unpaid for 14 days after becoming due, whether formally demanded or not, or if any major agreement or major obligation on the **Tenant's** part is not complied with, or if any of the circumstances mentioned in the following **Grounds** (detailed below) as set out in Part II of Schedule 2 to the Housing Act 1988 (as amended by the Housing Act 1996) shall arise, then the **Landlord** may re-enter the **Property** and the tenancy shall be terminated. Any such action will not restrict or limit any other legal rights, which the **Landlord** may have in pursuing the **Tenant** for breaches of the **Tenant's** obligations under this agreement.

**Ground 8** that both at the time of 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 quarter's 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), as set out in Part I of Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996)

- Ground 10** that both at the time of notice of the intention to commence proceedings and at the time of the court proceedings there is some rent outstanding
- Ground 11** that there is a history of the **Tenant** being persistently behind with the rent
- Ground 12** that the **Tenant** has broken one or more of his obligations under the tenancy agreement
- Ground 13** that the condition of the **Property** or the common parts has deteriorated because of the behaviour of the **Tenant**, or any other person living there
- Ground 14** that 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 resident or guest at the **Property** has been convicted of using the **Property**, or allowing it to be used, for immoral or illegal purposes; or has committed an arrestable offence on or in the locality of, the **Property**
- Ground 15** that the condition of the furniture has deteriorated because it has been ill-treated by the **Tenant** or someone living at the **Property**
- Ground 17** that 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

### 9.8 Notices

- 9.8.1 The **Landlord** notifies the **Tenant** pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the **Landlord** is to his **Administrative Agent** at 38 Bedford Place, Southampton, Hampshire, SO15 2DG
- 9.8.2 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** shall be sufficiently served if sent by ordinary first class post to the **Tenant** at the **Property** or the last known address of the **Tenant** or left addressed to the **Tenant** at the **Property**. 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
- 9.8.3 The **Landlord** HEREBY GIVES NOTICE to the **Tenant** that possession of the **Premises** might be sought on Ground II of part I of Schedule 2 of the Housing Act 1988 in that:
  - a) The **Premises** are subject to a mortgage granted before the beginning of the tenancy and; the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the Law of Property Act 1925; and the mortgagee requires possession of the premises for the purpose of disposing of it in exercise of that power and; either notice was given as mentioned in Ground I above or a Court is satisfied that it is just and equitable to do so (For the purposes of this ground "mortgage" includes a charge and "mortgagee" shall be construed accordingly)

### 9.9 Data Protection

- 9.9.1 The Tenant hereby consents to the **Landlord**, the **Agent** and or the National Landlords Association processing any information or personal details on or of the **Tenant** as defined in the Data Protection Act 1998
- 9.9.2 The **Tenant** agrees that the **Landlord** or **Agent** may pass on the **Tenant's** forwarding



## ASSURED SHORTHOLD TENANCY AGREEMENT

Student Living

address and/or other personal information to utility suppliers, local authority, any credit agencies, or reference agencies and for debt collection

### 9.10 Jurisdiction

9.10.1 This **Agreement** will be subject to the jurisdiction of the Court in England and Wales