



ASSURED SHORTHOLD TENANCY AGREEMENT – FURNISHED STUDENT ACCOMMODATION

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 the recovery of possession set out in section 21 of that Act.

It sets out the promises made by the Tenant to the Landlord and vice versa. You should read this document carefully and thoroughly.

Once signed and dated this document will be legally binding and may be enforced by a court. Make sure that it does not contain Terms that you do not agree with and that it does contain everything you want to form part of this Agreement.

Where there is more than one Tenant, all obligations including those for Rent and repairs can be enforced against all Tenants jointly and against each individually.

Both parties should fully understand the obligations set out in this agreement otherwise they should seek independent legal advice before signing.

General notes and definitions

In this agreement the following words shall mean:

“Agreement” means this agreement

“Landlord(s)” will include any person who holds an entitlement to the legal ownership of the Property at the conclusion of the Tenancy which has hereby been created.

“Tenant(s)” will include all persons that have title under the Tenant

“Guarantor” is the person responsible for discharging the Tenant’s obligations if the Tenant defaults whether the Landlord elects to pursue the Tenant or not

“Fixtures and fittings” include reference to any of the Fixtures, Fittings Furnishings or Effects, floor, ceiling and wall coverings, and which are set out in the inventory given to you at or around the time of occupation.

“The premises/ property” includes any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy. When the Tenancy is part of a larger building the Premises include the use of common access ways and facilities.

Words importing gender include all other genders, words importing singular include plural and vice versa.

The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.

1. Core terms

1.1 The Parties to this Agreement and the Premises

Landlord(s) details:

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Landlord(s) Agent:

Kee Living, Trading Style of Kee Living Ltd

Tenant(s) details:

	Name	Address
1. Lead Tenant*		
2. Tenant		
3. Tenant		
4. Tenant		
5. Tenant		

* The Lead Tenant will be contacted throughout the Tenancy on behalf of all Tenants.

1.2 Address of Premises this Agreement relates to:

.....

1.3 Term of Tenancy

The Landlord lets the Property to the Tenant for a period of **12 months**.

The Tenancy shall start on and include the **First day of July 2018** and shall end on and include the **Thirtieth day of June 2019**. The first 2 weeks are free from rent due to maintenance. Tenants can move in from the 15th of July 2018.

1.4 The Rent – Bills included

The Tenants shall pay to the Landlord, the rents shown in the following table. Payments are to be setup by standing order.

Tenant	1/10/2018	1/02/2019	1/05/2019
1.			
2.			
3.			
4.			
5.			

The rent includes all bill: water, gas, electric, TV license, TV Virgin Media Package (Wireless unlimited internet, Virgin Media TV channels). Excludes council tax, see section 3.4 - 3.5.

1.5 The Deposit

Each Tenant is to pay a Deposit of £250 each on the signing of the Tenancy Agreement. If the Tenancy does not commence then the Deposit is non-refundable. The Deposit will be protected by the Deposit Protection Service (DPS).

1.6 Fixtures and Fittings

The Tenancy shall include the Fixtures and Fittings in the Premises including all matters specified in the Inventory and Schedule of Condition.

1.7 Lead Tenant

The Lead Tenant named in clause 1.1 will be the person contacted regarding the Deposit at the end of the Tenancy Agreement. It is the Lead Tenant's responsibility that the Landlord, or Agent, is kept up to date with contact details.

2.0 Tenancy Deposit Scheme

- 2.1. The Landlord, or Agent, will transfer the Deposit to the Deposit Protection Service (DPS) custodial scheme within 30 days of physically receiving it. Any interest earned will belong to the DPS.
- 2.2. At the end of the Tenancy Agreement deductions may be made by the Landlord which must be in writing by completing a Joint Custodial Deposit Repayment Form. The following list contains reasons for deducting monies from the Deposit:
 - any damage caused to Premises and Fixtures and Fittings by the Tenant or arising from any breach of the Terms of this Agreement by the Tenant;
 - any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;
 - any unpaid account for any services used by the Tenant during the Tenancy (if bills are not included);
 - any unpaid council tax (if not exempt)
- 2.3 No deductions can be made without the Landlord and Tenant completing a Joint Custodial Deposit Repayment Form. Once agreed the deposit will be paid out from The DPS within 10 days.
- 2.4 The Tenants agree that any dispute concerning the Deposit should be determined by the dispute resolution service provided by the DPS and the Tenants hereby agree to be bound by any such determination.
- 2.5 In the occurrence of a dispute the Deposit will be returned within 10 days of the dispute being resolved.

Further details regarding the DPS can be found within the Terms and Conditions of the DPS, obtained from www.depositprotection.com.

3.0 Obligations of the Tenant

The Tenant hereby agrees to the following clauses. If any of these terms are breached the Landlord, or Agent, may be entitled to deduct funds from the Deposit, claim damages from the Tenant, or seek the court's permission to have the Tenant evicted.

- 3.1 Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing. The Tenants are joint and severally liable for all obligations under this Tenancy Agreement.
- 3.2 To pay the Rent as written in clause 1.4 of this Tenancy Agreement whether or not it has been formally demanded. The Rent is required to be paid by Standing Order.
- 3.3 To pay interest on Rent not made as set out in clause 1.4 of this Tenancy Agreement, to the Landlord, at the rate of 3% above the base rate of The Bank of England from time to time.
- 3.4 Full time students are exempt from Council Tax. An original Council Tax Certificate (CTEC) will be required from each Tenant.
- 3.5 Non students are responsible for council taxes when due. This applies to the situation when a full time student becomes a non-student/part time student during the course of the tenancy.
- 3.6 If bills not included, to pay all charges regarding to any service used during the Tenancy and to pay such proportion to any standing charge for those services as reflects the period of time that this Tenancy Agreement was in force.
- 3.7 To pay reasonable charges or other costs incurred by the Landlord or Agent if any cheque provided by the Tenant is dishonoured or if any Standing Order is withdrawn

4.0 Condition of Premises (Repair, Maintenance and Cleaning)

- 4.1. Not to damage, redecorate or alter the property.
- 4.2. To keep the Property, interior and exterior, in a good clean condition and to immediately pay the Landlord any costs or expenses incurred or suffered by the Landlord as a consequence of breaching this. Damage by reasonable wear and tear, and damage caused by fire (unless that damage was caused by something done or not done by the Tenant or any person permitted by the Tenant to reside, sleep in, or visit the Premises) is accepted.
- 4.3 To set any alarms and secure all locks on doors, windows and openings in the Property and the Property boundaries when leaving the Premises.
- 4.4. To immediately inform the Landlord, or Agent, of any repairs or other matters falling within the Landlord's obligations to repair the Premises as set out in clause 9.2.
- 4.5. To hand back the Property and Contents to the Landlord at the end date of this Agreement in a clean state and good condition and in accordance with all other obligations set out in this Agreement.

- 4.6. To pay for cleaning services that may be required to reinstate the Property to the same order that it was provided at the commencement of this Agreement.
- 4.7. To allow the Landlord, or Agent, to erect a reasonable number of "for sale" or "to let" signs at the Premises until let for the following academic year.
- 4.8. To dispose of any rubbish and refuse only in those areas designated by the Landlord.
- 4.9. To take reasonable precautions to prevent condensation by keeping the Premises adequately heated and ventilated.
- 4.10. To make good, or compensate for, any failure by the Tenant to comply with the obligations set out in this section of the Agreement.
- 4.11. To take reasonable precautions to keep all drains, sanitary apparatus, water and waste pipes, air vents and ducts free of obstruction.
- 4.12. To clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the Premises, if the blockage is caused by negligence of the Tenant, his family or his visitors.
- 4.13. To take all reasonable precautions to prevent infestation of the Premises and to pay for the eradication of any infestation caused by negligence of the Tenant, his family or his visitors.
- 4.14. To carry out any work or repairs that the Tenant is required to carry out under this Agreement within a reasonable time of being notified; provided the Landlord or the Agent has given the Tenant written notice of those repairs; or to authorise the Landlord or the Agent to have the work carried out at the Tenant's expense, on giving at least 24 hours written notice.
- 4.15. Nuisance and Anti-social behaviour: Not to cause or allow household members, or visitors to cause a nuisance or annoyance to the landlord, other tenants, or neighbours within the locality (anti-social behaviour includes minor problems with dogs, children, untidy gardens and lifestyle cases through to serious noise problems, violent and criminal behaviour, domestic abuse, the supply and use of controlled drugs and intimidation, harassment or victimisation on the grounds of a person's race, sex (gender), sexual orientation, disability, age, religion or belief, pregnancy or maternity status, socio-economic status).
- 4.16. Where the property is a house in multiple occupation, Tenants must carry out weekly tests on each smoke detector by pressing the test button. All results must be recorded in the fire log book provided.

5.0 Insurance

- 5.1. Not to do or fail to do anything that leads to the policy on the Premises, or Fixtures and Fittings not covering any part of the losses covered by the Landlord's policy.

- 5.2 The Tenants are warned that the Landlord's policy does not cover Tenants' belongings and are strongly advised to insure possessions with a reputable insurer.

6.0 Access and Inspection

- 6.1 To allow the Landlord, Agent, any Superior Landlord, professional advisers, or authorised contractors to enter the Premises with or without workmen and with necessary equipment, on giving 24 hours written notice, except in an emergency.

The Tenant is only required to allow access when:

- the Tenant has not complied with a written notice under clause 4.14 under this Agreement and the Landlord, or Agent, wishes to enter the Premises in accordance with that clause;
- the Landlord, the Agent, or an appointed contractor seeks to carry out work for which the Landlord is responsible;
- the safety check of the gas and electrical supply fittings and appliances is due to take place;
- the Landlord, or Agent, wishes to inspect the Premises, or carry out viewings to prospectus Tenants.

7.0 Assignment and Use of Premises

- 7.1. Not to assign, sublet, or part with or share possession or occupation of the Property, or let any other person live at the Property without the Landlord's written consent.
- 7.2. To use the Property as a single private dwelling only and not to use it or part of it for any other purpose.
- 7.3. Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property.
- 7.4. Not to use the Premises or allow others to use the Premises in a way which causes a nuisance, annoyance or damages to any neighbouring, adjoining or adjacent property or the owners or occupiers of them, this including any nuisance by noise.
- 7.5. Not to keep any animals or pets at the Property.
- 7.6. Not to use the Property for any illegal or immoral purposes
- 7.7. Not to change or alter any of the window and door locks in the Premises, or have any further keys cut regarding the property without the Landlord's consent.
- 7.8. To return all keys, remote controls, or security devices to the Landlord, or Agent, at the end of the Tenancy, or pay the cost of replacements to the Landlord. In the event of lost keys, to pay for the changes of locks.
- 7.9. To inform the Landlord, or Agent, when leaving the property vacant for a continuous period of 14 days or more.

- 7.10. Not to use chip pans, deep fat fryers, candles or other naked flamed appliances and electric/portable heaters (other than those supplied by the Landlord) in the Property.
- 7.11. At the end of this Agreement the Landlord may remove (at the cost of the Tenant) and no risk to Landlord, or Agent, any rented or personal belongings to the Property. The Landlord may destroy perishable goods or items of health and safety concern (at the cost of the Tenant). The Landlord may remove any remaining items (unless the prior written consent has been obtained from the Landlord) and store them for a maximum of 7 days from the end of this Agreement and recharge storage costs at a commercial rate. The Tenant shall also be liable to pay any call out charges incurred by the Landlord either to give access for collection or charges made by any hire company.
- 7.12. To comply with all reasonable regulations and directives as the Landlord may from time to time make or give for the orderly convenient and proper management of the Property or any part or parts thereof including (without prejudice to the generality of the foregoing) regulations and directives.
- 7.13. If the Premises or any part of it shall at any time during the Term be destroyed or damaged by any risk that the Landlord is obliged to insure against under the terms of this Agreement, the Rent (or a fair proportion of it by reference to the nature and extent of the damage) shall cease to be payable for so long as the Premises or any part of it remains unfit for use, provided that this shall not apply if the relevant policy of insurance is rendered void or voidable, or payment of the whole or part of the insurance monies is refused, in consequence of some act or default on the part of or suffered by the Tenant. If the Premises are not made habitable within one month either party may terminate this Agreement by giving immediate written notice.
- 7.14. To remove or pay for the removal of all rubbish from the Premises, during and at the end of the Tenancy, and to dispose of all refuse through the services provided by the Local Authority.
- 7.15. To forward any Landlord addressed letter, notice order or proposal affecting the Premises or its boundaries to the Landlord, or Agent, within reasonable time of receipt of any notice, order, or proposal.
- 7.16. To return a signed copy of the Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy, within 7 days of the Commencement Date with any written amendments or notes. If the inventory is not returned in the allocated time then you agree to the Inventory and Schedule of Condition will be regarded as true and accurate.
- 7.17. To accept that if either the Tenant or his Agent does not attend a requested appointment, a check out report will be prepared by the Inventory Clerk/Agent at that time, although the Tenant is not bound to accept the report.

8.0 Utilities

Where bills are not included:

- 8.1. To notify the suppliers of gas, water, electricity, other fuel, telephone and internet services to the Premises that this Tenancy has started.

- 8.2. To apply for the accounts for the provision of those services to be put in the name(s) of the Tenant (including information to the Council regarding Council tax).
- 8.3. Not to tamper, interfere, or alter any of the gas, water or electrical installations within the property.
- 8.4. To provide the name, address and account number of any changed utility supplier the Tenant wishes to transfer to.
- 8.5. To pay any cost incurred by the Landlord, or Agent, in transferring the account back to the original supplier.
- 8.6. To pay to the Landlord all costs incurred in the re-connection of any service (including any arrears of payment) following disconnection of any service caused by the Tenant's failure to comply with clause 3.5.
- 8.7. To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy.
- 8.8. To pay all outstanding accounts with the utility service providers during and at the end of the Tenancy.

Where bills are included:

- 8.9. The Tenant agrees and undertakes not to consume excessive gas and electricity. For the avoidance of doubt "excessive use" for the purpose of this clause shall mean consumption 25% greater than the average consumption for properties of a similar type and size let by the landlord in that area.
The Tenant will be liable for any excess over this amount once notice has been served.
- 8.10 To pay promptly council tax and any other outgoings which become due from the authorities to whom they are due, were a full time student becoming a part time or non-student.

9.0 Obligations of the Landlord

The following clauses are what the Landlord agrees to;

- 9.1. Allow the Tenant to quiet enjoyment of the Property without interruption by the Landlord, or Agent.
- 9.2. To comply with the obligations to repair the Premises as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). The Landlord's obligations for repair and keep in good order are imposed on the following: installations for the supply of water, electricity, for sanitation and for space and water heating.
- 9.3. To insure the building and contents of the Premises under a general household policy with a reputable insurer.

- 9.4. To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the Tenancy.
- 9.5 To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
- 9.6. To confirm that (if property is furnished) all furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended 1993.

10.0 Ending this Agreement

The following clauses state ways in which this Agreement maybe ended by either party.

- 10.1. The Rent or any part of it under this Agreement is outstanding for 14 days after becoming due whether formally demanded or not.
- 10.2. If there is a breach by the Tenant of any obligation or other term of this Agreement;
or
- 10.3. If any of the grounds for possession in the Housing Act 1988 (as amended) schedule 2 being ground 2, 8,10,11,12,13,14,15 or 17 are made out. The Landlord may give written Notice to the Tenant to seek possession. If the Tenant does not comply the Landlord will end the Agreement and carryout his statutory obligations to gain possession of the Premises.
- 10.4. If the Tenant vacates the Premises early then the Tenant will remain liable to pay Rent and other monies under this Agreement until the term expires; or the Premises are re-let whichever is earlier.
- 10.5. In accordance with Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962, if the Landlord, or Agent, delivers a Notice or document (and retains reasonable evidence of that delivery) required to be served under this Agreement or any Act of Parliament, to the Property (or last known address of the Tenant if different) by hand or sends it recorded or registered delivery or by first class post, addressed to the Tenant then the Tenant will be treated as though they have received it.
- 10.6. The Landlord, or Agent, reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any consent previously given under the provisions of this Agreement.

11.0 General Provisions

- 11.1 If any term of this Agreement is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this Agreement shall not be affected.

11.2 This Agreement shall not operate to confer any rights on any third party and no person other than the parties to it may enforce any provision of this Agreement by virtue of the Contracts (Rights of Third Parties).

12.0 Special Clauses

12.1 Smoking: not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Property.

12.2 To terminate this Tenancy the Tenant must give 2 months written notice before the date when this contract expires to the Landlord's address. The written notice must be given on the date or the day before the Rent is due.

Signatures to the Agreement

Tenants to sign in same order as clause 1.1

Date	
Signed by Landlord, or Agent	
1. Signed by Lead Tenant	
2. Signed by Tenant	
3. Signed by Tenant	
4. Signed by Tenant	
5. Signed by Tenant	
Signed by Witness	
Witness full name	
Witness Address	

Note: The Witness cannot be a relative.