

# ASSURED SHORTHOLD TENANCY AGREEMENT



For letting furnished Residential Accommodation under Part 1 of the Housing Act 1988

Dated

**BETWEEN**

Landlord

**c/o Aspect 3 Apartments Ltd.  
Edward Street  
Sheffield  
S3 7GB**

(which is the address for the service of all notices including notices in legal proceedings) under s48 of the Landlord and Tenant Act 1987)

**AND**

Tenants

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

Landlord's Agent & Address

**Student Facility Management Ltd**  
5-7 Mill Fold, Mill Fold Way, Ripponden, Sowerby Bridge, W. Yorks.  
HX6 4DJ

Guarantors & their Addresses  
in relation to each of the above  
tenants

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

**Premises Address**

**Term**

A term certain of **weeks**

From and including	Saturday	15 <sup>th</sup> September	2012
To and including	Friday	19 <sup>th</sup> July	2013

***The duration of each Tenant's term is detailed in Schedule 1.***

**Rent**

The rent payments shall be made in advance and fall due on the following :

Reservation rent £ 440 already paid

**03/09/2012 : £**  
**21/01/2013 : £**  
**15/04/2013 : £**

***Each tenant is liable for a proportion of the rent as detailed in Schedule 1.***

**Utility Charge**

The utility payments shall be made in advance and fall due on the following dates :

**03/09/2012 : £**  
**21/01/2013 : £**  
**15/04/2013 : £**

***Each tenant is liable for a proportion of the energy charge as detailed in Schedule 1.***

**Deposit**

**£,1000** to be paid on the signing hereof to the Landlord or its Agent to be held in an interest bearing account and the interest earned to belong to the landlord.

***Each tenant is liable for a proportion of the Deposit as detailed in Schedule 1.***

NOW IT IS AGREED as follows:

## **1 Definitions**

- 1.1 "Premises" includes any part or parts of the Flat or external terraces which can be accessed from the Flat.
- 1.2 "Communal Areas" includes entrance halls, stairs, laundry, internet café, lifts and any other areas which are for the benefit of all Tenants.
- 1.3 "Deposit" means the sum of £250.00 payable by the Tenant to the Agent
- 1.4 "Furniture and Effects" means the fixtures and fittings in the Premises or Communal areas more specifically referred in the inventory.
- 1.5 "Handbook" the "Aspect 3 Student Handbook" handed to the Tenant on today's date the contents of which form part of the Tenancy Agreement.
- 1.6 "Independent Case Examiner" means the relevant person within the Tenancy Deposit Scheme to determine a Deposit dispute
- 1.7 Words importing the singular shall be construed as importing the plural and vice versa.
- 1.8 Where the Landlord or the Tenant compromises more than one person, the obligations and liabilities of that party under the Tenancy Agreement shall be joint and several obligations and liabilities of those persons.
- 1.9 "Agent" means any agent for the time being of the Landlord.
- 1.10 "Rent" means any payment due from the Tenant to the Landlord under the Tenancy Agreement.
- 1.11 "Retainer" means any payment due from the Tenant to reserve the Premises for themselves over the 10 week period between June – September in any given year.
- 1.12 "Landlord" means the Landlord named above, their successors in title and superior Landlord.
- 1.13 "Utility Charge" means any payment due from the Tenant to pay for electricity, water consumption and lounge TV Licence.
- 1.14 "Stakeholder" means the Agent as a third party that holds the Deposit on behalf of the Landlord
- 1.15 "Tenancy Agreement" this tenancy agreement which for the avoidance of doubt incorporates the Handbook.

## **2 Agreement to Let**

The Landlord agrees to let and the Tenant to take the Premises for the Term set out on page 1 of this agreement together with the Furniture and Effects in accordance with the terms of this Tenancy Agreement and the Handbook.

## **3 Tenant's and Guarantor's Obligations**

The Tenant agrees with the Landlord: Rent,

### **3.1 Deposit and Outgoings**

- 3.1.1 To pay to the Landlord or the Agent on the signing of this Tenancy Agreement the Deposit to be held by the Landlord or the agent until the expiration of the Term as security towards the Tenant's liability for:
  - 3.1.1.1 All outgoing including (but not limited to) electricity telephone, and Utility charges (where appropriate);
  - 3.1.1.2 Dilapidations;

- 3.1.1.3 Maintenance and repair of any smoke detector, fire extinguisher, fire alarm, emergency break glass and/or fire blanket in the Premises or Communal Areas;
  - 3.1.1.4 Rent owed to the Landlord (including Rent in advance that has fallen due);
  - 3.1.1.5 Compensation for the Tenant's use and occupation of the Premises if the Tenant fails to vacate by the due date;
  - 3.1.1.6 Any sum expended by the Landlord in remedying any breach of the Tenancy Agreement by the Tenant.
- 3.1.2 The Tenant agrees to pay to the Landlord the Rent in advance on the dates stipulated on page 1 under the heading "Rent". Contributions to which are detailed in Schedule 1.
- 3.2 To comply with all obligations and restrictions contained within the Handbook.
- 3.3 The Guarantor guarantees to the Landlord that the Tenant will pay the Rents reserved by, and comply with the obligations on the Tenant's part contained in this Tenancy Agreement for so long as the Tenant is bound by them. The Guarantor will pay the Landlord all losses, damage costs and expenses suffered or incurred by the Landlord through non-compliance by the Tenant with their obligations in this Tenancy Agreement.

## **4 The Tenant's Maintenance Obligations**

- 4.1 To use the Premises in a Tenant-like manner and in particular:
- 4.1.1 To maintain the interior of the Premises in a good state of decorative condition and cleanliness, at least up to a standard existing when the Tenant took possession. This obligation shall not relate to any matters which are the responsibility of the Landlord under the Landlord and Tenant Act 1985 Section 11-15 or any statutory extension or modification of them.
  - 4.1.2 To keep the Furniture and Effects in good repair and replace with the articles of similar value and kind any articles which may be damaged (otherwise than by reasonable use and wear).
  - 4.1.3 Not to damage the Premises or permit or suffer them to be damaged internally or externally.
  - 4.1.4 To keep all electrical and other working apparatus in good working order and operate any appliances owned by the Landlord in accordance with the manufacturers instructions.
  - 4.1.5 At the tenant's cost to replace all the expired light bulbs in the Premises (excludes Communal Areas).
  - 4.1.6 To report to the Landlord in writing as soon as possible any disrepair or defect to the Premises or Communal areas.
  - 4.1.7 To permit the Landlord and/or the Agent (with or without workmen and others) at all reasonable times during the Term to enter the Premises for the purpose of carrying out viewings, inspections, and the carrying out of repairs.
  - 4.1.8 To move to alternative accommodation to enable the Landlord or any authorised person to carry out repair works upon the Tenant being given at least 24 hours notice, except in the case of emergency.
  - 4.1.9 To pay a fair and reasonable proportion determined by the Landlord of costs incurred by the Landlord in making good damage to the Premises, Communal Areas and/or replacing any furniture and effects damaged therein.
    - 4.1.9.1 Any damage to a room shall be deemed to have been caused by the occupier of that room.

- 4.1.9.2 Any damage to the shared facilities in any flat shall have been deemed to have been caused by the then occupiers of that Flat. Unless there is evidence to the contrary the cost of remedying any such damage shall be apportioned accordingly.
- 4.1.9.3 Any damage, maintenance or repair to any smoke detector, fire extinguisher, fire alarm, emergency break glass and/or fire blanket in the Premises or Communal Areas.
- 4.1.9.4 Any damage to the Communal Areas shall be deemed to have been caused by all those tenants who generally use the Communal Areas in question, unless there is evidence to the contrary the cost of remedying any such damage shall be apportioned accordingly.
- 4.1.10 To dispose of all rubbish in the appropriate manner in the receptacles provided for the purpose.
- 4.1.11 To leave the Premises, Furnitures and Effects, clean, tidy and in the rooms or places where they were at the commencement of the Term.
- 4.1.12 To insure the Tenant's personal belongings.
- 4.1.13 To pay the Council Tax (where applicable).

## **5 The Tenant's Use of Premises**

- 5.1 Not to make or allow any alterations or additions to the Premises.
- 5.2 Not to permit anyone else to occupy or reside in the property.
- 5.3 Not to cause or allow members of his/her household or visitors to cause a nuisance or annoyance to anyone living in or other persons acting in a lawful manner in the locality of the premises or to any Tenant, Agent, Employee, or Contractor of the landlord or agent.
- 5.4 Not to smoke on the Premises or in the Communal Areas other than management designated areas.
- 5.5 Not to play music so loudly that it can be heard outside of the Premises. The Landlord or Landlord's agents shall be entitled to confiscate offender's music equipment until the expiration of the term.
- 5.6 Not to hang or allow to be hung any clothes or other articles on the outside of the Premises.
- 5.7 Not to keep any animal or bird (including fish or reptiles) on the Premises.
- 5.8 Not to use, store or bring upon the Premises any articles or substances which may be offensive, illegal or of a specially combustible, inflammable or dangerous nature. For the avoidance of doubt the Tenant is not to store or use hashish pipes and any found on the Premises will be confiscated.
- 5.9 Not to use the Premises for illegal or immoral purposes.
- 5.10 Not to use the Premises to carry on any trade, profession or business.
- 5.11 Not to do anything, suffer or permit anything to be done as a result of which any policy or insurance effected by the Landlord on the Premises may become void, voidable or a result in the premium on such a policy being increased. To make good to the Landlord all loss or damage sustained by the Landlord as a result of any breach of this provision.
- 5.12 Not to use, keep or store any deep fat fryer, portable electric heaters, rice steamers, extra fridges, microwaves, oil heater or other fuel-burning appliance (including candles).
- 5.13 Not to assign, underlet or part with or share possession of the Premises or any part of the Premises.
- 5.14 Not to remove the Furniture and Effects or any part thereof or any substituted Furniture and Effects from the Premises without the Landlord's written consent.

- 5.15 To use the pin boards provided and not to glue, stick, nail or screw or exhibit any item whatsoever to the interior or exterior of the Premises.
- 5.16 Not to permit any damage, spoil or destruction of the Premises.
- 5.17 Not to block the sinks or drains with any item, whatsoever. For the avoidance of doubt if the Tenant is responsible for any blockage of the sinks or drains the Tenant will be liable for the payment of any repairs and must pay the Landlord within 14 days of written demand.
- 5.18 Not to obstruct the Communal Areas or means of access with any item or obstacle.
- 5.19 Not to keep or park any motor vehicle on site unless you have been granted a license to do so. The parking of any vehicles is entirely at the owner's risk. No responsibility is accepted for any loss or damage to any vehicles.
- 5.20 Not to alter, modify or interfere with the construction of the Premises or any Furniture and Effects fittings belonging to the Landlord or for which the Landlord is responsible.
- 5.21 Not to alter, stain or interfere with the decorations or painting of the Premises at any time.
- 5.22 Not to erect any TV aerial or satellite dish on the exterior.
- 5.23 Not to play ball games anywhere within the Premises including the courtyard.
- 5.24 Not to permit barbeques anywhere within the Premises including the courtyard.
- 5.25 Not to disconnect the door closure arm on any of the doors.
- 5.26 Not to misuse the smoke detectors, fire extinguishers, fire alarms, emergency break glass and/or fire blankets in the Premises and Communal Areas.
- 5.27 Not to change the locks on the outer doors of the Premises or to make any duplicate keys without the written consent of the Landlord or the Agent and return all such keys to the Landlord or the Agent upon termination of the Term.
- 5.28 If any of the Tenants goods remain in the Premises following the expiration or earlier termination of the term to pay a sum to the Landlord at a rate of the Rent payable by this agreement until such goods are removed and the Tenant hereby irrevocably authorises the Landlord after 7 days of the termination of the Term to remove or dispose of such goods (without being liable to obtain any payment for them) and to deduct any costs incurred in doing so from the deposit referred to in paragraph 9 of the Tenancy Agreement.

## **6 Penalties for Late Payment of Rent and Other Fines.**

- 6.1 To pay interest on any Rent or other sum due under this Tenancy Agreement which is not paid within 7 days of the day on which payment is due whether formally demanded or not from the date on which the Rent or other sum is due to the date of payment whether before or after any judgment at the rate of 4% per annum above the base lending rate of Bank of Ireland or such other Bank as the Landlord may from time to time nominate in writing.
- 6.2 To pay £20 for any dishonoured or unpaid cheque.
- 6.3 To pay £20 for each pre-arranged inspection which is missed without being cancelled by telephone or in writing by the Tenant(s).
- 6.4 To pay £15 for failing to return an inventory.
- 6.5 To pay £12 for a replacement key fob.
- 6.6 To pay £20 for a replacement door key.
- 6.7 To pay £10 for a replacement post box key.
- 6.8 To pay £5 for a replacement window key.
- 6.9 To pay £20 for the re-inspection of a room.
- 6.10 To pay £20 for every reminder letter relating to the non-payment of rent.

- 6.11 To pay £10 on the first occasion, £25 on the second occasion and £50 on the third occasion if the door closures arm on any of the doors is disconnected.
- 6.12 To pay £25 if you are not present on the nominated day a contractor calls to undertake work at the Premises or you refuse the contractor access.
- 6.13 To pay the call out charge quoted by a contractor for misuse of the smoke detector, fire extinguisher, fire alarm, emergency break glass and/or fire blanket in the Premises or Communal Areas.
- 6.14 To pay any maintenance charges incurred as a result of a Tenant's notification of a maintenance report, which is subsequently found to be a blocked filter (which is the Tenant's responsibility to ensure remains clean)
- 6.15 To Pay £10 if it is necessary to replace your shower curtain
- 6.16 To pay £10 for every letter relating to any breach of tenancy.
- 6.17 Any payment for replacement keys during the Term, as set out above, will be paid in advance of any replacement key being issued. However, if payment for replacement keys have not been paid at the expiry of the tenancy agreement this may be deducted from the tenancy deposit.

All the above charges are exclusive of VAT.

## 7 End of Tenancy

- 7.1 **The Landlord is entitled to terminate this Tenancy Agreement and obtain an eviction order from the court if the Tenant is in breach of his/her obligations contained in this Tenancy Agreement. If any Rent remains unpaid within 14 days of any of the Rent Payment Dates the Landlord can apply to court to begin the eviction process.**
- 7.2 The Landlord is entitled to terminate the tenancy on the last day of the term by service of the 'Landlord's notice of intention to seek possession' not less than 2 months before the end of the fixed term and in accordance with the provisions of the Housing Act (Section 21 of the Housing Act 1988). Such notices shall be deemed sufficiently served as set out in clause 10.1. For the avoidance of doubt a tenant wishing to stay for a further fixed term shall be required to renew the AST agreement.

## 8 Payment of Landlord's Costs

- 8.1 To pay all reasonable and proper costs and expenses (including legal costs and disbursements and fees payable to a surveyor and any value added tax thereon) incurred by the Landlord in or in reasonable contemplation of the proceedings in connection with recovery of arrears of rent or arising from any breach of the Tenant's obligations during the Term.

## 9 Landlord's Obligations

The Landlord agrees with the Tenant:

### 9.1 Services

- 9.1.1 The Utility Charge is inclusive of electric, water consumption and a TV licence for the lounge. These utilities are metered and if the Tenant exceeds the charge made or the Supplier increases its charges, the Landlord reserves the right to recover the relevant amounts from the Tenant and/or their Guarantor by imposing a surcharge.
- 9.1.2 The Landlord may after consulting the Tenant affected, increase, add to, remove, reduce or vary the services provided.

## 9.2 Repairs to the premises

9.2.1 To comply with the provisions of the Landlord and Tenant Act 1985 Section 11-15 (or any statutory extension or modification of them) that is to say keep:

9.2.1.1 The structure and exterior of the Premises (including drains, gutters and external pipes) in repair; and

9.2.1.2 The installations in the Premises in repair and proper working order including those for the supply of water, electricity and for sanitation (including basins, sinks, baths and sanitary conveniences but not other fixtures, fittings and appliances for making use of the supply of water, electricity) and for space heating or heating water.

**PROVIDED** that this covenant shall not be construed:

9.2.2 As requiring the Landlord to carry out works for which the Tenant is liable by virtue of their duty to use the Premises in a Tenant-like manner or for which the Tenant would be so liable apart from any express covenant on his part; or

9.2.3 As requiring the Landlord to rebuild or reinstate the Premises in case of destruction or damage by fire or by tempest flood or other inevitable accident or to keep in repair or maintain anything which the Tenant is entitled to remove from the Premises.

9.2.4 As requiring the Landlord to insure any Fixtures, fittings or personal belongings owned by the Tenant.

9.3 That the Tenant performing their obligations under this Tenancy Agreement shall peaceably hold and enjoy the Premises and the Furniture and Effects during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for him.

## 10 Miscellaneous

10.1 Any notice under this Tenancy Agreement shall be in writing and may be served either personally on the Tenant by leaving it at the Premises or at the last known address by sending it by registered post or recorded delivery service to the Premises or the last known address. Any notice to be served on the Landlord may be served in a like manner upon any agent for the Landlord duly authorised on his behalf.

10.2 The Tenant will not be released from this Tenancy Agreement **before** the end of the Fixed term (as set out on page 2). However if the Tenant finds a replacement tenant for the remaining balance of the term and:

a) the tenant is not in arrears of any payments due under this agreement; and

b) the replacement tenant must be acceptable to the Landlord; and

c) the replacement tenant signs a Tenancy Agreement; including provision of a guarantor (if appropriate); and

d) the Tenant pays a £100 administration charge

the Tenant will thereafter be released from this Tenancy Agreement.

10.3 If the Premises are destroyed or rendered uninhabitable by fire the Rent shall cease to be payable until the Premises are reinstated and rendered habitable and any dispute arising under this provision shall be referred to arbitration under the Arbitration Acts 1950 to 1979.

10.4 In the event of death of the Tenant (from whatever cause) all liabilities from that Tenant will cease and, in the event of any joint responsibilities within the Tenancy Agreement that part of those responsibilities relating to the deceased Tenant shall also cease.

10.5 The Landlord shall not be liable to the Tenant by reason of and the Tenant shall make no objection or claim in respect of any noise disturbance that may occur by the undertaking of any maintenance, repair or alteration work to any part of the building or to any adjoining or neighbouring property. The tenant shall not be entitled to object or claim against the Landlord regarding any variation of light and air to the property caused by such works described above or any additions to the property or adjacent properties.

**11 Summer Retainer Scheme (Applicable to Tenants on a 44 week Contract)**

11.1 If a retainer is paid for the 6 weeks between June – September of any given year, the Landlord will retain a Room for the Tenant’s use and occupation at the commencement of the Autumn Term.

11.2 Payment of the retainer referred to above does not give the Tenant the right to take up occupation of or store personal belongings in the premises during the 6 week period between June – September of any given year.

**This Tenancy Agreement is a legally binding document. Signing it means that the Tenant has read, understands and agrees to be bound by its terms. The Tenant should therefore satisfy himself/herself that this is indeed the case before signing. The Tenant should be aware that he/she will be bound for the whole of the Tenancy Period and will not be released from any of his/her obligations contained within this Tenancy Agreement until the Tenancy Period expires.**

SIGNED.....Print name..... (Tenant 1 named above)

SIGNED.....Print name..... (Tenant 2 named above)

SIGNED.....Print name..... (Tenant 3 named above)

SIGNED.....Print name..... (Tenant 4 named above)

SIGNED..... Print name ..... for and on behalf of the Landlord

DATED \_\_\_/\_\_\_/\_\_\_

## SCHEDULE 1

### **BREAKDOWN OF TERM, DEPOSIT, RENTAL AND ENERGY CHARGE CONTRIBUTIONS AND GUARANTORS DETAILS**

**Tenant 1 – Flat.....** Term: Saturday 15<sup>th</sup> September 2012 – 19<sup>th</sup> July 2013 (44 weeks)

**Name:**

#### **Rental Contribution**

**Reservation rent: £110**

**03/09/2012:**

**21/01/2013:**

**15/04/2013:**

#### **Utility Charge Contribution**

**Reservation rent: £110**

**03/09/2012:**

**21/01/2013:**

**15/04/2013:**

**Deposit Contribution: £ 250.00**

The Deposit of £250.00 is paid by the Tenant to the Agent

Alternatively:

by me/us \_\_\_\_\_ on behalf of the Tenant.

The deposit is held by the Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme.

#### **Deposit Interest**

Any interest earned will belong to the agent.

#### **At the end of the tenancy**

The Agent must tell the Tenant within **20** working days of the end of the Term if they propose to make any deductions from the Deposit

If there is no dispute the Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within **10** working days of the Landlord and the Tenant agreeing the allocation of the Deposit.

The Tenant should try to inform the Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within **40** working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

If, after **10** working days following notification of a dispute to the Member and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.

The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by the above.

If the Tenant signs a tenancy agreement for a room in the Premises for the next academic year the Deposit will be retained by the Agent as security for the performance of any obligations of the Tenant, as set out in the tenancy agreement.

However, any deductions in relation to the Communal Areas for the current tenancy agreement will be deducted from the original Deposit. The Tenant prior to commencement of the new tenancy agreement will top up the Deposit to the sum as set out in the new tenancy agreement before they take occupation of the Premises.

## Guarantors Details

**Name:**

**Address:**

The Guarantor guarantees to the Landlord that the Tenant will pay the Rents reserved by, and comply with the obligation on the Tenant's part contained in this Tenancy Agreement for so long as the Tenant is bound by them.

The Guarantor will pay the Landlord all losses, damage costs and expenses suffered or incurred by the Landlord through non-compliance by the Tenant with their obligations in this Tenancy Agreement.

**In respect of unpaid rent the guarantors liability is limited to the amounts plus interest in accordance with paragraph 6.1 of this Tenancy Agreement and set out in this schedule.**

**This Tenancy Agreement is a legally binding document. Signing it means that the Guarantor has read understands and agrees to be bound by its terms. The Guarantor should therefore satisfy himself/herself that this is indeed the case before signing. The Guarantor should be aware that he/she will be bound for the whole of the Tenancy Period and will not be released from any of his/her obligations contained within this Tenancy Agreement until the Tenancy Period expires.**

**Signed.....( Guarantor)**

Relationship to Tenant .....

**NB: You must be UK resident if the Tenant is paying Rent by 3 instalments**

Dated.....

## Additional Notes