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Dated <insert date>

**TAKE NOTICE THAT THIS TENANCY AGREEMENT IS A LEGALLY BINDING DOCUMENT. BEFORE SIGNING IT YOU SHOULD READ IT CAREFULLY ALONGSIDE THE ACCOMMODATION HANDBOOK TO ENSURE THAT YOU UNDERSTAND IT. IF NOT YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE**

U STUDENT (SUNDERLAND) LIMITED

AND

<insert name of student>

for letting furnished study bedroom

<Building>

Block No: <insert No>

Flat No: <insert No> Room No: <insert No>

**The Forge – U Student Village**

Neville Road

Sunderland

SR4 6PL

on an Assured Shorthold Tenancy

Rent £            per week

## ASSURED SHORTHOLD TENANCY AGREEMENT TENANCY CONDITIONS

**THIS AGREEMENT** is dated




### PARTIES

- (1) **U STUDENT (SUNDERLAND) LIMITED** of Oakvale House, Thomas Lane, Burgh Road Industrial Estate Carlisle Cumbria CA2 7ND (**Landlord**)
- (2) of (**Tenant**)
- (3) of (**Guarantor**)

**It is confirmed that this agreement creates an assured shorthold tenancy under Part I of Chapter II of the Housing Act 1988**

In this Agreement the following definitions have the following meanings:-

### THE DEFINITIONS

“Areas”	Flat Block Building including the study bedroom allocated and all other common areas within the flat
“Administration Fee”	£100 - administration fee non refundable in any event.
“Building”	means <b>The Forge – U Student Village</b> , Neville Road, Sunderland SR4 6PL
“Common Parts”	means the entrance hall, stairs, corridors and such other common areas within the Building provided for the benefit of all tenants as designated by the Landlord from time to time.
“Contents”	means the furnishings and effects listed in the Inventory which will be provided upon occupation
“Guarantor”	<Name & Address of Guarantor>
“Handbook”	the Accommodation Handbook forms part of your tenancy agreement and contains rules and useful information
“Inventory”	The list of Contents is deemed to form part of this Agreement
“Landlord”	U Student (Sunderland) Limited, Oakvale House, Thomas Lane, Burgh Road Industrial Estate, Carlisle, Cumbria, CA2 7ND Telephone Number: 0844 556 0668 Email Address: admin@u-student.com
“Landlords Agent”	U Student (Sunderland) Limited, Oakvale House, Thomas Lane, Burgh Road Industrial Estate, Carlisle, Cumbria, CA2 7ND
LTA 1985	Landlord and Tenant Act 1985
“Prescribed Information”	the information required under section 213(5) of the Housing Act 2004 as set out in The Housing (Tenancy Deposits) (Prescribed Information) Order 2007
“Rent”	1 <sup>st</sup> rent payment of £180 paid at time of booking  In full on the 1 <sup>st</sup> September 2012, before date of occupation, a payment of £  3 equal payments by standing order as follows: - 10 <sup>th</sup> October 2012 - £ , 10 <sup>th</sup> January 2013 - £ , 10 <sup>th</sup> April 2013 - £  7 payments of £ by standing order starting on the 1 <sup>st</sup>

	October 2012 and then 1 <sup>st</sup> of each month following until including the 1 <sup>st</sup> April 2013. Then one final payment of £            on the 1 <sup>st</sup> May 2013.
“Room”	Means the study bedroom or room <No> and includes limitation, the fixtures therein, the carpets, doors and internal glass, but excludes Service Media within the room.
“Service Media”	Means electric heating and hot water system, electrical services for power and lighting, drainage and water services, and any data or phone service provided.
“Tenant”	<Name & Address of Tenant> Telephone Number Email Address
“Term”	A fixed term of <No.> weeks from and including the <Date>.
“Working Day”	A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England

## **1. INTERPRETATION**

- 1.1 The expression “the Landlord” includes the person who at any particular time has the right to receive rent under this Agreement
- 1.2 Any obligation on the Tenant not to do any act or thing shall be deemed to include an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by any other person.
- 1.3 Where any party to this Agreement for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.

## **2. THE LETTING**

- 2.1 The Tenant pays the Landlord £100 to cover all administration costs related to the booking process, this is non refundable in any event.
- 2.2 Landlord lets to the Tenant the Room for the Term.
- 2.3 The Tenant is granted the following rights for the benefit of the Room in common with the Landlord and all other persons from time to time duly authorised by the Landlord for that purpose –
  - 2.3.1 the right of access to and from the Room over the Common Parts of the Building designed or designated to afford access.
  - 2.3.2 the right to use the Common Parts and Areas.
- 2.3 The Landlord reserves the following rights over the Room:-
  - 2.3.1 the right for the Landlord and those authorised by the Landlord access to enter the Room on a minimum of 24 hours prior notice given (except in case of emergency) for any purpose mentioned in this Agreement
  - 2.3.2 the right to the free passage and running of water waste gas telecoms/data electricity through any pipe, cables, wire, drains or sewers serving the Building which pass in or through the Room.
- 2.4 The Landlord has the right to retain a set of keys fobs cards to the Room and the Areas which shall only be used with the prior consent of the Tenant except in an emergency

## **3. THE TENANT’S OBLIGATIONS**

The Tenant agrees with the Landlord as follows:-

- 3.1 The Tenant shall be deemed to have accepted the Room, the Areas the Common Parts and the Building as being in good and tenable repair and condition and fit for the purposes for which they are intended to be used as at the commencement of the Term except and to the extent that any deficiencies in the condition and repair of the Room, the Areas, the Common Parts and the Building have been expressed by the Tenant to the Landlord within 24 hours of the commencement of the Term by completion of an inventory.

- 3.2 The Tenant shall be deemed to have accepted that the Contents contained within the Areas is in good and tenable repair and condition except and only to the extent that the absence of any items of the Contents have been expressed in writing to the Landlord within 24 hours of the commencement of the Term.
- 3.3 To pay the Rent without right of deduction or set off on the days and in the manner specified and in default of payment on the due date to pay an administration fee of Twenty Pounds (£20.00) plus Value Added Tax.
- 3.4 In the event of late payment of Rent (whether formally demanded or not) or any sum due by the Tenant to pay interest at a rate of four (4%) per annum above the base rate of The Bank of England from time to time on the Rent or other sum due from the Tenant from the date payment is due until payment is made in full (both before and after judgement). Such interest will be charged on a daily basis and compounded monthly.
- 3.5 Promptly to notify the Landlord of any damage or defect in the Room and/or the Contents and/or the Areas and/or the Common Parts and/or the Building.
- 3.6 To operate in accordance with the manufacturers instructions and not to change damage alter or interfere in anyway with all Service Media and electrical appliances and Contents within the Areas.
- 3.7 Subject to section 11 of the LTA 1985 the Tenant shall keep the pipes in the Room and the Areas clear from obstruction.
- 3.8 The Tenant shall not make any alterations additions or redecorate the Room or the Areas and shall not rearrange the Contents in the Room or the Areas.
- 3.9 To pay a fair and reasonable proportion determined by the Landlord (which may be the entirety) of the costs incurred by the Landlord in making good damage to the Areas and/or Common Parts and/or in replacing any fixtures or fittings or Contents damaged therein.
- 3.10 For the purpose of clause 3.9:-
- 3.10.1 damage to a Room shall be deemed to have been caused by the Tenant;
- 3.10.2 damage to the Areas shall be deemed to have been caused by the tenants of those Areas;
- 3.10.3 damage to any Common Parts shall be deemed to have been caused by all those tenants who use the Common Parts;
- 3.11 To permit the Landlord access to the Room to execute all necessary works of repair and maintenance, providing the Landlord has given the Tenant 24 hours notice, except in case of emergency.
- 3.12 The Tenant shall pay all taxes relating to the Room and/or the Areas including but not limited to Council Tax and shall provide written proof of any exemption from any such tax.
- 3.13 If any of the taxes in clause 3.12 are payable in relation to the Room together with other property the Tenant shall pay a fair proportion of all these costs.

- 3.14 At all times to hold a valid TV licence in respect of any television or other device used for watching television
- 3.15 To keep the Room and the Areas in good and tenable repair and decorative order and in a clean and tidy condition (damage by accidental fire and water damage from domestic services infrastructure excepted)
- 3.16 To keep the Contents in at least as good repair and condition as they are in at the commencement of the Tenancy Period (and the Inventory shall be evidence of such existing condition which shall be deemed to be good condition unless a defect is noted in the Inventory) except for fair wear and tear and not to remove any of the Contents from the Room.
- 3.17 To use the Inventory as evidence in any dispute arising in connection with charges for damages or missing items.
- 3.18 To occupy the Room for residential purposes only for the sole use of Tenant.
- 3.19 Not to assign underlet charge sub-let or part with possession or share occupation of the Room or any part of it but an overnight guest on occasion is allowed subject to compliance with the Handbook.
- 3.20 Not to carry on any profession trade or business whatsoever from the Room.
- 3.21 Not to use the Areas/Room for any improper immoral or illegal purpose or in anyway which may in the opinion of the Landlord be a nuisance damage or annoyance to the Landlord or to the tenants of the remainder of the Building or any adjoining premises including (but not limited to) the following obligations:-
- 3.21.1 not to cause any noise which is audible outside the Room.
- 3.21.2 not to keep or use drugs the possession or use of which is prohibited by statute (including but not limited to the Misuse of Drugs Act 1971)
- 3.21.3 not to keep, store or use in the Building any gas oil heater or other fuel burning appliance including candles, electric heaters etc.
- 3.21.4 Parties are not encouraged within the Building. Parties with non-residents of U Student are strictly not allowed.
- 3.21.5 not to smoke in the Room or Areas or Building except in the designated smoking shelters in the external areas of the Building. For the avoidance of doubt the Tenant is not permitted to smoke anywhere within the vicinity of the entrance to any of the Blocks forming the Building.
- 3.22 Not to damage or leave in a dirty or untidy state any parts of the Common Parts or Building in respect of which rights are granted in clause 2.2
- 3.23 Not to alter, modify, decorate, add to or in anyway interfere with the construction or arrangement of the Room the Areas the Contents or the Building.
- 3.24 Not to glue, stick, nail, screw or otherwise fix anything whatsoever to the interior of the Room or the Areas or Common Parts with the exception of the notice boards provided or to place anything outside the window of the Room or the Areas or Common Parts.

- 3.25 To ensure that any refuse and recycling is deposited in the receptacles provided for the purpose in the Building and to ensure that all such receptacles are emptied regularly and properly into the designated refuse or relevant recycling containers.
- 3.26 Not to erect any external wireless or television aerial or satellite dish.
- 3.27 Not to keep any animal, bird, insect or reptile in the room except in cases of disability and with the prior consent of the Landlord.
- 3.28 Not to do anything in the Room, the Areas and the Building which has the effect of invalidating the insurance effected by the Landlord pursuant to clause 15 or increasing the premium payable sum insurance.
- 3.29 Not to obstruct any means of access or egress within the Building Common Parts Areas or Room.
- 3.30 At the end of the Term to deliver to the Landlord the Room, Areas and the Contents in accordance with the Tenant's obligation in this Agreement, and to remove all of the Tenant's own effects, and to deliver any access keys, fobs/cards to the Landlord.
- 3.31 The Tenant shall provide the Landlord with a forwarding address once the Tenancy has come to an end.
- 3.32 The Tenant shall remove all personal possessions from the Room and the Areas once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Room after the Tenancy has ended, the Landlord has the right to dispose of the Tenant's possessions after making reasonable attempts to contact the Tenant at the forwarding address provided.
- 3.33 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 or arrears of rent or arising from any breach of the Tenant's obligations under this Agreement.
- 3.34 To allow the Landlord and those authorised by the Landlord on not less than 24 hours notice (except in case of emergency) to enter the Areas and the Room to:-
- 3.34.1 Inspect the state and condition of the Room and the Areas; and
  - 3.34.2 Carry out any necessary repairs or alterations to the Room and/or Areas and/or Building; and
  - 3.34.3 Maintain repair and if necessary replace the Service Media and any pipes cables wires drains and sewers within the Room or the Areas; and
  - 3.34.4 Show prospective tenants the Room or the Areas.
- Provided that in exercising the rights reserved in this clause 3.34 the Landlord will cause as little inconvenience as reasonably possible to the Tenant and will wherever reasonably possible carry out the works described in sub-clauses 3.34.2 and 3.34.3 after the end of the Tenancy Period.
- 3.35 Not to change any locks or security codes whatsoever

- 3.36 To report immediately to the Landlord if any keys, access fob/card or security codes or devices are lost or compromised during the Term. Costs for replacement keys, access fobs/cards or security codes will be paid for by the Tenant.
- 3.37 At the end of the Tenancy Period, to hand over to the Landlord or the Landlord's Agent all keys and security devices or codes by 12 noon.

#### **4. THE LANDLORD'S OBLIGATIONS**

- 4.1 In accordance with section 11 of the LTA 1985 the Landlord shall:-
- 4.1.1 Keep in repair the structure and exterior of the Building including the drains, gutters and external pipes, window frames and window glass.
- 4.1.2 Maintain, repair, clean, decorate and provide adequate lighting to the Common Parts.
- 4.1.3 Maintain all Service Media serving the Areas.
- 4.1.4 Keep in repair and proper working order the installations in the Areas for space heating and heating water.

- 4.2 The Landlord agrees with the Tenant as follows:-

- 4.2.1 That the Tenant may quietly possess and enjoy the Room during the Tenancy without any interruption from the Landlord or any person on the Landlord's behalf;
- 4.2.2 To provide security facilities for the Building;
- 4.2.3 To provide and maintain equipment in the Common Parts;
- 4.2.4 To provide shared broadband internet access in each Area, subject to the Tenant completing an Internet User Form supplied by the Landlord;
- 4.2.5 Except where the Areas comprise a self contained one bed roomed flat where there shall be no cleaning to supply a cleaner to attend each Areas once a week for the purpose of cleaning:-

Areas Toilets & showers  
Areas Flat corridors  
Areas Common room  
Kitchen (cleaner will not wash or tidy up any dishes)

PROVIDED THAT the cleaner will not clean the Room.

- 4.2.6 To supply a cleaner to clean once weekly the Common Parts.

#### **5. ALTERNATIVE ACCOMMODATION**

- 5.1 The Landlord reserves the right during the Term to move the Tenant to alternative accommodation only for the purpose of carrying out emergency repairs PROVIDED THAT;
- 5.1.1 The Tenant is given notice;

5.1.2 The Tenant will occupy the alternative accommodation on the same terms as set out in this Agreement;

5.1.3 The Tenant will re-occupy the Room immediately when the Landlord confirms it is available.

## **6. DEFAULT BY THE TENANT**

6.1 It is agreed that between the parties that the Landlord reserves the right to re-enter the Room if at any time:-

6.1.1 the whole or any part of the Rent shall be unpaid for 14 days after it becomes due (whether formally demanded or not); or

6.1.2 any obligation of the Tenant in this Agreement has been breached; or

6.1.3 any of Grounds 2 , 8, 10-15 (inclusive) and 17 set out in Schedule 2 of the Housing Act 1988 apply.

6.2 If the Landlord re-enters the Room pursuant to clause 6 the Tenancy shall immediately then terminate but without prejudice to any right or remedy of the Landlord in respect of any breach of this Agreement by the Tenant.

6.3 If the Tenant breaches this Agreement or fails to fulfil any of its obligations under this Agreement the Tenant shall pay any reasonable costs incurred by the Landlord in remedying such breaches or in connection with enforcement of these obligations.

## **7. AGREEMENTS AND DECLARATIONS**

7.1 Any person who is not the Tenant and who makes payments due from the Tenant under the Tenancy Conditions does so as agent for the Tenant.

7.2 Ownership of the Tenant's fixtures and fittings and effects left at the Room and/or Areas and/or Building at the end of the Tenancy Period and not cleared within 7 days thereafter shall immediately pass to the Landlord who shall be entitled (though not bound) to sell or dispose of the same for its own benefit.

7.3 The Tenant agrees that an inspection of the Room will be carried out a month after the commencement of the Term by prior arrangement. Any damage recorded will be confirmed to the Tenant in writing and the appropriate amount shall be levied against the Deposit at that time.

7.4 The Landlord has the right to recover possession of the Room if the Tenancy has come to an end and the Landlord has given two (2) months' notice to the Tenant of the Landlord's intention to recover possession of the Room, and at least six (6) months have passed since the date of this agreement.

7.5 Throughout the term and at the end of the Term the Landlord shall be entitled to charge the tenant for ;-

7.5.1 making good any damage to the Room or the Contents (except for fair wear and tear);

7.5.2 replacing any of the Contents which may be missing from the Room;

- 7.5.3 any accounts for utilities Council Tax charges or any other taxes or accounts for which the Tenant may be liable which remain unpaid;
- 7.5.4 the Room and the Contents to be cleaned if the Tenant is in breach of its obligation under clauses 3.15 and 3.16 of this Agreement.

All charges will be invoiced to the tenant and will be payable within 7 days from the date of the invoice.

7.6 The Landlord shall not be required to:

- 7.6.1 carry out any works or repairs for which the Tenant is liable by virtue of this agreement; or
- 7.6.2 keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

## **8. NOTICE OF MORTGAGE**

8.1 The Landlord hereby gives notice to the Tenant and the Tenant hereby accepts receipt of such notice that the Landlord may recover possession of the Room under ground 2, 8 and 10 – 15 (inclusive) of the Housing Act 1988.

8.2 The Landlord further gives notice that the Building is subject to a mortgage granted before commencement of this Tenancy Agreement and possession may be also be recovered under Ground 2 in part one of Schedule Two of the Housing Act 1988 where:-

- 8.2.1 the mortgagee is entitled to exercise a power of sale conferred by mortgage deed or by section 101 of the Law of Property Act 1925;
- 8.2.2 the mortgagee require possession of the Building to dispose of it with vacant possession.

## **9. GUARANTEE**

9.1 The Guarantor guarantees to the Landlord that the Tenant will pay the Rent and any other charges and observe and perform the Tenant's obligations in this Agreement for so long as the Tenant remains bound by such obligations.

9.2 If the Tenant fails to pay the Rent or to observe any of the Tenant's obligations the Guarantor shall pay or observe and perform them.

9.3 The liability of the Guarantor shall not be affected by:

- 9.3.1 any time or indulgence granted by the Landlord to the Tenant; or
- 9.3.2 any delay or forbearance by the Landlord in enforcing the payment of the Rent or the observance or performance of any of the Tenant's covenants in this Agreement or in making any demand in respect of them; or
- 9.3.3 the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rent or to observe or perform the tenant covenants of this agreement; or

9.3.4 the Landlord taking any action or refraining from taking any action in connection with the Deposit; or

9.3.5 The Tenant dying or becoming incapable of managing its affairs.

9.4 The Guarantor covenants with the Landlord as a separate and independent obligation to indemnify the Landlord against any failure by the Tenant to pay the Rent or any other charges or any failure to observe or perform any of the Tenant's obligations in this Agreement

9.5 The Guarantor covenants with the Landlord not as guarantor but as primary obligor that if the Tenant shall fail to pay any of the instalments of the Rent due under this Tenancy Agreement within seven days of the due date the Guarantor will within seven days of a written demand (which includes e-mail) pay to the Landlord an amount equal to all of the instalments of the Rent due under this Tenancy Agreement notwithstanding that the same may not be then due. This obligation is an independent and separate obligation from the obligations elsewhere in this Tenancy Agreement on the part of the Guarantor.

## **10. HANDBOOK**

The Tenant confirms that they have read the Handbook provided with this Agreement and agrees to abide by all of the the rules and information contained therein.

## **11. SEVERABILITY**

If any term condition or provision contained in this Agreement shall be held to be invalid unlawful or unenforceable to any extent, such term condition or provision shall not affect the validity legality or enforceability of the remaining parts of this Agreement.

## **12. NOTICE**

12.1 Any notice to the Landlord sent under or in connection with this agreement shall be deemed to have been properly served if:

12.1.1 sent by first class post to the Landlord's address given in the Definitions; or

12.1.2 left at the Landlord's address given in the Definitions; or

12.2 Any notice sent to the Tenant under or in connection with this agreement shall be deemed to have been properly served if:

12.2.1 sent by first class post to the Tenant's address stated in the Definitions; or

12.2.2 left at the Tenant's address stated in the Definitions; or

12.2.3 sent by first class post to or left at the Room

12.3 Any notice sent to the Guarantor under or in connection with this agreement shall be deemed to have been properly served if:

12.3.1 Sent by first class post to the Guarantor's address stated in the Definitions; or

12.3.2 Left at the Guarantor's address stated in the Definitions; or

12.4 Any notice sent by first class post shall be deemed to have been received the day after it is sent.

12.5 For the purposes of section 48 of the LTA 1987, the Landlord's address for service is U-Student (Sunderland) Limited, The Forge – U Student Village, Neville Road, Sunderland, SR4 6PL.

### **13. RIGHTS OF THIRD PARTIES**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### **14. ENTIRE AGREEMENT**

This agreement and the Handbook embodies the entire understanding of the parties relating to the Room and the Areas and to all matters dealt with by this agreement.

### **15. REPRESENTATIONS**

The Tenant acknowledges that this agreement has not been entered into in reliance wholly or partly on any statement or representations made by or on behalf of the Landlord except any such statement or representation expressly set out in this agreement.

### **16. INSURANCE**

16.1 Subject to the same being available in the normal commercial insurance market the Landlord will insure the Building and the Contents, (but not the **Tenant's** personal property) against fire, lightning, explosion, aircraft (including articles dropped from aircraft), riots, civil commotion, malicious persons, earthquake, storm, tempest, flood, bursting and overflowing of water pipes, tanks and other apparatus, impact by road vehicles or such other risks as the Landlord from time to time in his absolute discretion decides to insure against ('the Insured Risks')

16.2 The Tenant must not do anything, or fail to comply with any requirement, as a result of which the policy of insurance effected by the Landlord on the Building may become void or voidable or by which the rate of premium on any such policy may be increased

16.3 If and whenever during the Term the Room or any part of it or the means of access to it is damaged or destroyed by any of the Insured Risks so that the Room is not habitable, the Rent shall be suspended or a partial abatement allowed according to the nature and extent of the damage or destruction until the Room has been reinstated and is fully habitable again

16.4 Insurance of Tenant's personal belongings will be provided.

Signed by the Landlord/Agent: .....

In the presence of

Date:-

\*Signature of Witness .....

Name of Witness .....

.....

.....

Address of Witness .....

Occupation of Witness .....

Signed by the Tenant:

.....

<Name of Tenant in Full>

In the presence of

Date:-

\*Signature of Witness .....

Name of Witness .....

.....

.....

Address of Witness .....

Occupation of Witness .....

Signed by the Guarantor:

.....

<Name of Guarantor in Full>

In the presence of

Date:-

\*Signature of Witness .....

Name of Witness .....

.....

.....

Address of Witness .....

Occupation of Witness .....

\* The Witness should be an adult unrelated to the person signing and not connected to U Student Sunderland Ltd