

## ASSURED SHORTHOLD TENANCY AGREEMENT

WBSA Limited

### Particulars

Date: #CurrentDate#

### Parties:

- **The Landlord:** WBSA Limited (Company Number 9900332)

WBSA Limited, Oakvale House, Thomas Lane, Burgh Road Industrial Estate, Carlisle, CA2 7ND

- **The tenant:**

Name: #FName# #SName#

Address: #HomeAddress#

- **The Guarantor:** #GFirstName# #GSurname#

Address: #GHomeAddress#

### Accommodation Information:

the flat/room, known as:#ApartmentNo#/ #RoomNo# , U Student Aberdeen, ABeleven,  
Willowbank Road, Aberdeen, AB11 6AE

### Payment Schedule:

#Charges#

## 1. Interpretation

(1) The definitions and rules of interpretation in this clause apply in this agreement:

**Contents:** the furniture, furnishings and any other items set out in the Inventory.

**Common Parts:** those parts of the Building not forming part of the Room or the Flat and not being a room or flat for the purposes of another letting agreement intended for use by the occupiers of the Building including but not limited to corridors, stairwells, internal courtyards, gardens and common areas.

**Insured Risks:** fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

**Inventory:** the list of Contents and description of the conditions of the Room attached to this agreement signed by the parties.

**Rent:** #WeeklyAmount# per week which shall include the cost of internet service provision, contents insurance for the Room and utility bills (subject to fair usage).

**Term:** a fixed term of #AllocatedWeeks# weeks from #TenancyStartDate# to #TenancyEndDate#. The parties agree that the Term shall not be capable of renewal or continuation by tacit relocation.

**Working Day:** a working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England or Wales or Scotland.

(2) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(3) Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

(4) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

(5) A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

(6) A reference to an agreement is a reference to this agreement.

(7) A reference to writing or written includes email.

(8) Any reference to Tenancy refers to the tenancy created under this agreement.

(9) Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by the Landlord.

(10) Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

(11) References to clauses are to the clauses of this agreement.

(12) A reference to the Landlord includes a reference to its successors as the person entitled to the landlord's interest in this lease.

(13) The obligations of the Tenant and the Guarantor arising by virtue of this agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.

(14) Terms defined in the Particulars have that meaning in the body of this agreement.

## **1. DEMISE**

The Landlord lets and the Tenant takes the Room for the Term at the Rent together with the right for the Tenant to use the Flat and the Common Parts for their intended purpose.

## **2. THE TENANT WILL:**

1. (a) Pay the Rent in accordance with the Payment Schedule in full without deduction or set off whether demanded or not.

(b) If any payment of Rent is missed or if any payment is not made in full then the Landlord reserves the right to demand full payment of the total outstanding amount for all instalments of Rent due under this agreement plus any other monies owed to the Landlord under this agreement and if payment of the full amount is not received within [5] Working Days of demand the Landlord will be entitled to terminate this agreement in accordance with the provisions of clause 5.

2. Pay to the Landlord on demand a £20 late payment charge for each and every late payment of Rent and a £10 charge for each letter written to the Tenant regarding rent arrears

3. (a) Be deemed to have accepted the Room, the Flat, the Common Parts, the Building and the Contents as being in good and tenantable 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 Flat, the Common Parts, the Building and any of the Contents have been marked on the Inventory as deficient by the Tenant and the Inventory returned to the Landlord within 48 hours of the commencement of the Term.

(b) Keep the interior of the Room and the Flat together with all fixtures and fittings in them and the Contents in good repair and condition and not to alter the Room, the Flat or any other part of the Building nor make any holes or affix anything to the walls ceiling and floors of the Room.

(c) Promptly notify the Landlord of any damage or defect in the Room, the Contents, the Flat, the Common Parts or the Building.

(d) Not damage any part of the Building the Flat or the Room through misuse and/or negligence and/or poor standards of housekeeping and will pay a fair and reasonable proportion, as determined by the Landlord acting reasonably of the expenses incurred by the Landlord in making good any damage caused to the Room, the Flat or the Building and replace any fixture or fitting in the Building, the Flat or the Room damaged by act or omission of the Tenant or any failure by the Tenant to observe or comply with his obligations under this agreement.

(e) Unless there is sufficient evidence to the contrary the expenses referred to in clause 3(d) above shall be apportioned as if:-

(i) The Tenant caused all damage to the Room; and

(ii) All of the tenants whose rooms comprise the Flat jointly caused any damage to the untenanted parts of the Flat; and

(iii) All tenants entitled to use the Common Parts of the Building caused any damage to the Common Parts of the Building; and

(iv) The Tenant is responsible for his guests and invitees and any damage caused to his Room or Communal Areas by them

(f) Work with the Landlord and permit regular inspections of the Room and Flat throughout the Term in order to identify any damage and/or poor housekeeping and/or maintenance issues referred to in clause 3 (d) and to apportion any necessary charges as set out in clause 3

(e) Room and Flat inspections will become more frequent if the conditions within the Room and Flat are below acceptable standards.

4. Permit at all reasonable times upon reasonable written notice (being not less than 24 hours save in case of emergency when as much notice as reasonably practicable shall be given) the Landlord's agent and others authorised by the Landlord's agent to enter into the Flat and the Room for the purposes of inspecting and, where necessary, repairing and painting the Flat and the Room or examining the state and condition of the Flat or the Room or for any other reasonable purpose in connection with the management of the Building or the buildings of which the Flat and the Room form part.

5. Upon receipt from the Landlord or its agent of notice in writing specifying want of cleaning to the interior of the Room and/or Flat or of loss of or damage to the Contents make good such want of repair, cleaning, loss or damage within a reasonable time as specified in the notice.

6. (a) Not assign underlet or charge this agreement or the Room (or any part thereof) and use the Room only for the purpose of a private residence for the occupation of the Tenant only.

(b) Not permit any other person to reside in or to occupy the Room or Flat.

(c) Not carry on or permit to be carried on in the Room or Flat any business whatsoever.

(d) PROVIDED ALWAYS that the Tenant may cancel this agreement should he find a replacement tenant for the balance of the Term on the same terms as this agreement (including the provision for a guarantor if appropriate) subject to

(i) approval by the Landlord (such approval not to be unreasonably withheld or delayed); and

(ii) the Tenant not being in arrears of any monies due under this agreement.

(e) To occupy the Room personally for residential purposes only as a student.

(f) Provide the landlord with written proof of exemption from Council Tax and pay Council Tax if it becomes payable.

7. Not bring into the Room or Flat or use on the property any gas, paraffin electric or other oil burning apparatus any candles nor flammable combustible materials or any chip pan or deep fat fryer or electrical heaters. The landlord may remove such unauthorised items and hold in reception until the end of the tenancy. Any costs incurred to dispose of such items will be charged to the tenant.

8. Not do or permit to be done in the Room or Flat any act which may be a nuisance or cause damage or inconvenience to the Landlord or to the other occupiers of the Building or any adjoining property or which may invalidate any insurance of the Building or of the Contents against fire or otherwise, such policy being available from the Landlord's agent.

9. (a) Not to or permit any guest or invitee of the Tenant to harass or act in an antisocial manner to, or pursue a course of antisocial conduct against any person in the neighbourhood. Such people include residents, visitors, agents and contractors and those in the Building.

(b) "Antisocial" means causing or likely to cause alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property. Harassment of a person includes causing the person alarm or distress. Antisocial conduct includes speech. A course of conduct means antisocial behaviour on at least two occasions.

(c) In particular, the Tenant, those living with him/her, and his/her visitors must not:

(i) make excessive noise. This includes, but is not limited to, the use of televisions, hi-fis, radios and musical instruments and DIY tools;

(ii) allow visitors to the Building to be noisy or disruptive;

(iii) use the Building or allow it to be used, for illegal or immoral purposes;

(iv) vandalise or damage the Landlord's property or any part of the common parts or neighbourhood;

(v) leave rubbish either in unauthorised places or at inappropriate times;

(vi) allow his/her children to cause nuisance or annoyance to other people by failing to exercise reasonable control over them;

(vii) harass, threaten or assault any other tenant, visitors, neighbours, employees of the Landlord or any other person or persons in the Building, or neighbourhood, for whatever reason. This includes behaviour due to that person's race colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;

(viii) use or carry offensive weapons;

(ix) use or sell unlawful drugs or sell alcohol;

(x) store or bring into the Building any type of firearm or firearm ammunition including any replica or decommissioned firearms

The particular prohibitions on behaviour listed above do not in any way restrict the general responsibilities of the Tenant.

10. Not place or exhibit any notice whatsoever on any part of the Building.

11. Not bring into the Room or Flat any bicycles, bird, fish or any animal and not to leave anything in any entrance or other Common Parts.
12. Not make or have made any duplicate keys to the Building and/or the Flat and/or the Room nor replace nor add any new locks to the Building, Room or Flat.
13. Not misuse or tamper with the fire alarm system and fire safety appliances and equipment in the Building or cover any smoke detectors within the Room or Flat and not obstruct any fire doors or fire exit routes or disconnect automatic door closures.
14. Not to smoke anywhere within the Building or any internal courtyards forming part of the Building.
15. Permit the Landlord's agent to enter upon the Room or Flat to show the same to prospective tenants upon prior notice being given to the Tenant.
16. Deliver up to the Landlord the Room and the Contents of the Room and Flat at the expiration or sooner determination of the Term in good condition, state of cleanliness and complete repair so that the Room and Flat are ready for immediate re-occupation. In the instance housekeeping and/or cleanliness of the Room and Flat are below standard the Tenant will pay the Landlord's costs in cleaning the same.
17. If any of the Tenant's belongings have not been removed from the Room or the Flat at the end of the Term pay the Landlord damages at a daily rate to compensate for the cost of storage or disposal of those belongings until the Tenant shall have removed all such goods PROVIDED ALWAYS that after the end of the Term the Landlord may remove any remaining items belonging to the Tenant and after 14 days dispose of them for the Tenant accounting to the Tenant for any proceeds of such disposal subject to offsetting the cost of storage and disposal.
18. Hand over to the Landlord or its agents by 10.00 hrs on the last day of the Term (howsoever ended) all keys to the Room, Flat and Building.
19. Not leave the Room or Flat unoccupied for any period whatsoever without locking and securing all doors and windows.
20. Adhere to and obey the Rules and Regulations of the Building as may be varied from time to time and notified to the Tenant or exhibited at the main office of the Building.
21. (a) If the Rent or any part of it and/or any other monies are outstanding 5 working days after the due date (whether demanded or not) pay to the Landlord interest calculated on a day to day basis at the rate of 2% above the base rate of Santander Bank UK plc from time to time upon all Rent and other payments due to the Landlord under the terms of this agreement.

(b) If the rent or any part and any other monies are outstanding beyond 5 working days of the due date the full rent will be referred to an appointed Debt Recovery Agent and will be subject to additional charges. All debts, charges and legal fees incurred will be the responsibility of the Tenant and will be legally enforceable.

(c) If the rent is not paid by the due date the Landlord reserves the right to withdraw the inclusive services at any time without further notice (insofar as permitted by law).

22. Indemnify the Landlord and the Landlord's agent against all liabilities and expenses incurred howsoever arising from any breach on the part of the Tenant of this agreement and in particular pay upon demand to the Landlord 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 connection with proceedings relating to the recovery of arrears of rent or arising from any breach of the Tenant's obligations under this agreement and to indemnify the Landlord and the Landlord's agent in respect of any damage caused to the building (however caused) during the Term.

23. Be liable for any bank charges incurred by the Landlord as a result of any forfeited or returned payment.

24. Hold a valid TV licence in respect of any television or other device used for watching television in the Room or Flat.

### **3. THE LANDLORD AGREES WITH THE TENANT AS FOLLOWS:-**

That the Tenant paying the rent and observing and performing his obligations under the agreement may quietly possess and enjoy the Room during the Term without any unlawful interruption from the Landlord or its agent.

### **4. IN CONSIDERATION OF THE LANDLORD ENTERING INTO THIS AGREEMENT, THE GUARANTOR AGREES WITH THE LANDLORD AND THE TENANT THAT:**

(a) He guarantees the payment by the Tenant to the Landlord of the Rent and any other monies payable under this agreement and the performance and observance by the Tenant of the terms and provisions of this agreement.

(b) If the Tenant defaults in the payment of the Rent or any other monies payable under this agreement the Guarantor will upon written demand by the Landlord immediately pay the Rent and any other monies that shall be due to the Landlord or its agent under this agreement.

(c) The guarantee shall continue in effect until all sums whatsoever payable by the Tenant under this agreement have been paid in full and this guarantee shall not be terminated by the death or bankruptcy of the Tenant.

(d) Any neglect or forbearance of the Landlord in endeavoring to obtain payment of the Rent when it falls due and any time which may be given to the Tenant by the Landlord to comply with any part of the agreement shall not release or exonerate the Guarantor or in any way affect the liability of the Guarantor under this agreement.

(e) This guarantee shall constitute the Guarantor as principal debtor.

**5. THE LANDLORD IS ENTITLED TO TERMINATE THIS TENANCY AGREEMENT AND OBTAIN A COURT ORDER TO ENTER THE ROOM AND EVICT THE TENANT IF:**

(1) (a) Any instalment of Rent or other monies due under this agreement is not received in full within 5 Working Days of the date when the Landlord formally demands it after it has fallen due, OR

(b) The Tenant fails to comply with any of the Tenant's obligations under this agreement, OR

(c) The Tenant becomes bankrupt or an interim receiver of his property is appointed.

(2) Termination of this agreement under clause 5.1 ends the agreement but does not release either party from any outstanding obligation to each other.

**6. PROVIDED ALWAYS AND IT IS HEREBY AGREED THAT:**

(1) Notwithstanding anything contained in this agreement the Landlord shall be under no greater liability than the obligations involved in the common duty of care either to parties to this agreement or to third parties who are permitted to enter into or use the Building for accidents or injuries sustained or for loss or damage to goods or chattels in any part of the building whether arising from the negligence of the Landlord or that of any employee or agent of the Landlord.

(2) If the Room, Flat or Building shall at any time during the Term be destroyed or damaged by fire, explosion, flood or otherwise so as to be unfit for occupation and use in whole this agreement shall end immediately but without prejudice to the rights of the parties here under.

(3) 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 vibration or disturbance that may be occasioned by the carrying out by the Landlord of any work or alteration or construction repair or maintenance to any part of the Building or to any adjoining or adjacent property nor shall the Tenant be entitled to object to any interference with the access of light and air to the Room or

Flat caused by any such works or any alterations or additions to any property (including the Building) resulting therefrom.

7. Any notice under this agreement shall be in writing and may be served upon the Tenant at the Room by hand or by registered post or recorded delivery and upon the Landlord at its address as noted in clause 9 below.

8. The address for service of notices (including notices in proceedings) upon the Landlord is: WBSA Limited, Oakvale House, Thomas Lane, Burgh Road Industrial Estate, Carlisle, Cumbria, CA2 7ND.

9. JURISDICTION.

This agreement shall be governed by, construed and take effect in accordance with the law of Scotland and the courts of Scotland shall have jurisdiction to hear and determine any matters arising.

Sample