AGREEMENT FOR AN A	SSURED SHORTHOLD TENANCY
Date:	[INSERT]
Landlord:	CODE Students Ltd
Of:	Head Office
Tenant:	40-46 Western Road, Leicester, LE3 0GH #FName# #SName#
Of:	#HomeAddress#
Property:	Room No: #RoomNo#, #ComplexAddress#
Tenancy Period:	The tenancy shall commence on [INSERT] and shall expire on the last date of the occupancy period without interruption subject to clause B1.
Occupancy Period:	[INSERT]
Payment Schedule	#Charges#

- Once your booking is complete the refundable holding deposit is credited to your first rent instalment, by accepting this contract you are agreeing to the £100 refundable deposit to be credited against your first rent instalment.
- The Landlord agrees to let, and the tenant agrees to take the Property at the Rent for the Tenancy Period subject to the Standard Letting Terms as set out in this Tenancy Agreement.
- This is an agreement to create an Assured Shorthold Tenancy under the Housing Act 1988 as amended by the Housing Act 1996. The Tenant understands that the Landlord will be entitled to recover possession of the Property when the Tenancy Period ends.
- The Tenant the Guarantor and the Landlord agree with each other to comply with the requirements of this Tenancy Agreement. By signing this Tenancy Agreement the Tenant also acknowledges they have read and accepted the booking <u>Terms and Conditions</u>.
- The Landlord's name and address is set out above for the purposes of Section 48 Landlord and Tenant Act 1987 and is to be used by the Tenant for all notices (including those in legal proceedings) until the Tenant receives written notification of a different name or address for the Landlord.

## **Standard Letting Terms**

In these terms

(a) provisions relating to the Property apply to every part of it and its fixtures fittings and decorations,

(b) when more than one person has signed this Tenancy Agreement as the Landlord the Tenant or the Guarantor, the term the Landlord the Tenant or the Guarantor shall mean each of them and they are responsible for their obligations both jointly and individually,

(c) the Landlord includes the persons from time to time entitled to receive the Rent,

(d) if the Landlord holds the property on a lease, the Landlord will (where appropriate) procure that his obligations are fulfilled by the superior landlord and

(e) the headings are only for convenience and are not part of the Standard Letting Terms.

### A. Landlord's Obligations

#### A1. Occupation by Tenant

The Landlord will give the Tenant exclusive uninterrupted occupation (subject to clause B1 below) of the property during the Tenancy Period for as long as the Tenant complies with the Tenant's obligations under this Tenancy Agreement.

### A2. Main Repairs

The Landlord will maintain in good condition:

- (a) the outside of the Property,
- (b) the main structure of the Property, and
- (c) the fixed gas, electrical and heating appliances in the Property,

but this does not include remedying any damage caused by the Tenant unless the cost is met by insurance under clause A4 and the Landlord is not responsible for TV aerials/ phone lines or electricity or gas meters. The Landlord must comply with the Landlord and Tenant Act 1985 Section 11 as to his responsibility for repairs in the Property in so far as any obligations have inadvertently not been expressly set out in this clause A.2.

#### A3. Landlord's payments etc

If the Landlord holds the Property on a lease, the Landlord will pay the rents and other sums payable under the lease and will observe all obligations imposed on him by that lease except for those which are the Tenant's under this Tenancy Agreement.

A4. Insurance

The Landlord will:

(a) arrange for the Property to be insured under comprehensive insurance policies, (details of the inclusive Tenant's possessions insurance are available on request)

(b) use all reasonable efforts to arrange for any damage caused by any insured risk to the Property (but not the Tenant's possessions) to be remedied as soon as practicable, and

(c) refund to the Tenant any Rent paid for any period in which the Property is uninhabitable or inaccessible as a result as such damage, any dispute as to the refund to be decided by arbitration,

but (b) and (c) will not apply if the insurers refuse to pay out the policy monies because of anything the Tenant has done or failed to do.

## A5. Water Rates

The Landlord will pay all water and sewerage charges in respect of the Property.

## A6. Deposit

(a) The Tenant must pay the £300 refundable tenancy deposit to the Landlord as set out in the payment schedule as security towards the discharge or part discharge of any liability referred to in sub-clause (c) and subject to this is to be held on trust for the Tenant absolutely.

(b) The refundable tenancy deposit shall be held on the terms of a deposit protection scheme established under to the Housing Act 2004 Section 212 ('the Scheme') the details of which will be notified to the Tenant prior to the commencement of the Tenancy and the parties agree that any provisions of the Scheme which need to be incorporated into the Tenancy will be incorporated herein on notification to the Tenant of those provisions. The Landlord shall comply promptly with his obligations under the Scheme.

(c) The following sums may be paid out of the Deposit to the Landlord in accordance with the terms of the Scheme:

(i) any Rent or other payments due from the Tenant to the Landlord, including advance rent that has fallen due;

(ii) any reasonable sum the Landlord expends or incurs in remedying any failure by the Tenant to comply with his obligations under this agreement; and

(iii) after the end of the Term, any sum owing to the Landlord equivalent to rent in respect of any period of unauthorised occupation by the Tenant or anyone under his control;

(d) If the refundable tenancy deposit or part of it is applied as authorised by sub-clause (c) and in accordance with the terms of the Scheme, the Tenant must, at the Landlord's written request, pay the Landlord a further sum to restore the Deposit to the agreed amount stated in the Particulars and the Landlord shall comply promptly with his obligations under the Scheme in relation to this further sum.

(e) Subject to the provisions of sub-clause (d), the refundable tenancy deposit or the balance of it must be returned to the Tenant after the end of the Term in accordance with the provisions of the Scheme but any interest earned on the refundable tenancy deposit may be retained by the Landlord.

A7. Gym

The Landlord will equip and make available to the tenant an exercise gym (locations vary), the use of which will be subject to such rules as the Landlord may from time to think prudent to apply.

A8. Broadband

The Landlord will provide at the Landlords expense a broadband internet connection.

A9. Control of Legionella

a) undertake a legionella risk assessment for the property and review periodically

b) ensure hot water temperatures on boilers/water heaters cylinders has been set to 60 degrees to minimise the risk of legionella bacteria forming

c) Prior to letting property ensure that the hot and cold-water systems have been flushed though and that shower heads have been cleaned, disinfected and descaled.

## B. Tenant's Obligations

## B1. Occupancy Period

The occupancy period is the period during which the tenant shall be entitled to access the property to either reside or store personal belongings.

Unless otherwise agreed with the Landlord the Tenant will not be entitled to take occupation of the Property and will not be allowed access to the Property during the period [INSERT] and [INSERT] during the Tenancy Period.

## B2. Payment of Rent and other services

The Tenant will pay the Rent on the Rent Days without any deduction or set-off. The rent will be paid by authorised means and should there be any fraudulent activity, or a credit/debit card chargeback involved then the tenant will immediately become liable for the rent outstanding notwithstanding any charges for late payment. Should the tenant not be able to offer an adequate explanation then the landlord has the discretion to apply Early Termination as detailed in Section C.

## B3. Charges for late payment

If the Tenant fails to pay within 14 days of the due date any amount of the Rent or other sum payable to the Landlord under this Tenancy agreement, the Tenant will be liable to a charge calculated at a rate equivalent to the payment that would have been payable multiplied by the interest at the rate of 3% above the Bank of England's annual percentage rate for each day that the payment is outstanding (for a late rent payment) or the reasonable costs incurred by the Landlord (for a replacement key/security device).

# B4. Outgoings

The Tenant will promptly pay and protect the Landlord from any loss arising from the Tenant's failure to pay:

(a) Any Council Tax or similar tax in respect of the Property or its occupants for the Tenancy Period;

(b) Any telephone services consumed on or supplied to the Property during the Tenancy Period, including standard and rental charges as well as charges for units consumed or used, and including a

proper part of any sums paid for periods starting before or ending after the Tenancy Period.

(c) Electricity charges see clause D4 below.

B5. Use of Property and communal areas

The Tenant will:

(a) use the Property and all communal areas carefully and properly and will not damage any such areas,

(b) take proper caution to prevent escape of water from the Property and all communal areas and report any leaks or overflows immediately to the landlord and endeavour to prevent the escape of water until such leak can be rectified,

(c) not bring any dangerous substances onto the Property or all communal areas or do anything, which may invalidate the insurance of the Property or the Building of which the Property forms part or entitle the insurers to refuse to pay out policy monies or to increase the insurance premiums. The use of candles, incense burners, Shisha pipes & chip pans are expressly prohibited and

(d) not smoke in or near the property and will take all reasonable care not to set off any of the fire alarms in the communal areas. The Tenant will be responsible for any fees charged or fines levied by the fire service for calls out caused by the Tenant's breach of this obligation.

B6. *Maintain the condition of the Property* 

The Tenant will:

(a) not damage, injure or make any alteration or addition to the Property, the fixtures, fittings, furnishings or effects therein nor to allow visitors to do the same,

(b) keep the Property in a clean and tidy condition during the Tenancy Period, including external areas where these directly adjoin the property,

(c) preserve the fixtures, fittings, furnishings and effects in the Property from being destroyed or damaged and not part with possession of or remove any of them from the property and not to bring any of the Tenant's own fixtures, fittings, furnishings into the property without the Landlord's prior consent in writing such consent not to be unreasonably withheld,

(d) keep wall decorations in good order and not use or permit the use of Blu Tac or tape or any other adhesive substances on such surfaces and

(e) not use newspapers, towels or flags as an alternative to curtains or blinds at the Property

but, if the Tenant complies with clause B5, the Tenant will not be responsible for fair wear and tear caused by normal use or for damage by risks insured under clause A4.

### B7. Replace damaged items

The Tenant will immediately pay for or replace:

(a) broken windows, doors or door locks of the same quality to their accommodation regardless of whether the tenant was personally responsible for their breakage

(b) any components of gas, electrical, heating or other appliances which become defective due to misuse

but, if the Tenant complies to clause B5, the Tenant will not be responsible for damage by risks insured under clause A4.

## B8. Allow entry by the Landlord and Agent

The Tenant will allow the Landlord or the Landlord's agent and any other superior landlord (and where necessary with workmen and others) at all reasonable times during the Tenancy Period on reasonable prior notice (or without notice in emergency) to enter the Property for the purpose of:

(a) repairing or painting the outside of the Property or any adjoining property or carrying out any structural or other necessary repairs to the Property or any adjoining property, or

(b) Examining the state and condition of the Property, or

(c) The Landlord or his employees showing the Property to prospective tenants or purchasers and for this purpose no more than 24 hours' notice will be required,

PROVIDED ALWAYS that the Landlord can access the Property without notice when the Landlord is unable to contact the Tenant and fears for the health of the Tenant or where the Landlord has attempted to contact the Tenant without success and suspects that the Tenant has vacated the accommodation.

B9. Notice to Repair

If the Landlord or Landlord's agent gives the Tenant written notice requiring the Tenant to remedy any failure by the Tenant to comply with clauses B5 to B7 above, the Tenant will carry out the necessary remedial work within 7 days or such longer period as may be reasonable in the circumstances from being given notice. Where this does not happen the Landlord or persons acting on his behalf are entitled to enter the Property to undertake the work, the cost of which will be charged to the Tenant and payment is expected on demand.

B10. No assigning or underletting etc

The Tenant will not:

(a) assign, underlet, charge or part with possession of the whole or any part of the Property,

(b) take in lodgers or

(c) share occupation with any person

(d) give possession of the keys or fob to any other individual for any period of time

Should the tenant contravene any of the above then this will lead to forfeiture of the damage deposit and any other reasonable charge to ensure the property is secure.

### B11. Private Residential use only

The Tenant will not carry on any profession trade or business whatsoever at the Property but will use it only as a residence for the Tenant personally and the Tenant's visitors and no other person.

B12. Proper conduct

The Tenant will not:

(a) do anything at the Property which is illegal or immoral or which may reasonably be considered to be or likely to become or cause a nuisance disturbance or annoyance to the Landlord or to the occupiers of the adjoining premises,

(b) hang on the outside of the Property any flowerbox, flowerpot or similar object or any clothes or any other articles,

(c) block or put any noxious substances into the sinks, baths, lavatories, cisterns waste or soil pipes in the Property or allow them to overflow,

(d) leave the entrance doors to the Property open,

(e) play any audio equipment or musical instrument or otherwise make any sound in the Property so as to be heard outside the Property in such manner as may cause disturbance after 2300 hours or before 0800 hours on any day,

(f) use in the Property any electrical device which is not fitted with an effective suppressor,

(g) use any television in the Property without having proper television licence,

(h) change any of the locks of the Property or have any duplicate keys made or

(i) keep any animal bird or reptile at the Property without prior written consent of the Landlord which is not to be unreasonably withheld or delayed,

(j) use or keep in the Property any heater or like object which requires paraffin or other flammable liquid or gaseous fuel,

(k) exhibit or place any notice, sign or advertisement so as to be visible from outside the Property.

(I) make payment for rent or services other than by authorised means and ensure there are no grounds for a chargeback on debit/credit card transactions

## B13. No alterations

The Tenant will not:

- (a) alter or add to the Property internally or externally,
- (b) decorate the interior or the exterior of the Property, or
- (c) erect any external aerial or satellite dish at the Property.
- B14. Pass on notices

Within seven days of receipt, the Tenant will give to the Landlord a copy of any notice, order or legal proceedings relating to the Property received by the Tenant from any superior Landlord, government department, local or public authority or other party.

B15. Obligations at the end of Tenancy Period

The Tenant will at the end of the Tenancy Period (however it ends):

- (a) hand to the Landlord or the Landlord's agent all the keys and entrance fobs to the Property,
- (b) give the Landlord vacant possession of the Property,
- (c) ensure that the Property is completely clean and tidy and is in the condition required by these Letting Terms,

(d) leave the fixtures, fittings, furnishings and effects at the expiry of the Tenancy in the same places in which they were at the commencement of the tenancy,

(e) yield up to the property at the expiry of the tenancy with all fixtures, fittings, furnishings and effects in the same clean state and condition as they were at commencement of the tenancy (reasonable wear and tear excepted),

- (f) remove all rubbish and furniture not belonging to the Landlord or the Property,
- (g) pay the Landlord the reasonable expenses for the removal of property or furniture if clause (f) is not complied with,

(h) ensure that the fuse board is turned off at the time the Tenant leaves the Property. If this action is not carried out, any electricity used at the Property once the Tenant has left and whist it remains vacant is still the responsibility of that Tenant.

# B16. Payments for a period of unauthorised occupation

A period of unauthorised occupation is any period (including any day or part of a day outside the Tenancy Period during which either

(a) the Tenant or anyone under his control remains in occupation of the Property or leaves any belongings or property in the Property other than small items left accidentally that can be easily and cheaply removed or

(b) the keys and entrance fobs to the Property have not been returned to the Landlord or his agents, unless as a result of accident or injury or serious illness to the Tenant.

For any period of unauthorised occupation the Tenant must pay to the Landlord an amount calculated at a rate equivalent to the Rent that would have been payable for the Property for that period plus interest at the rate of 3% above the base lending rate of HSBC Bank plc (or such other bank as the Landlord may from time to time nominate in writing)

17. *Regulations for the Building* 

The Tenant must observe and perform the regulations for use and conduct of persons in the Building reasonably made from time to time by the Landlord for the management or improvement of the building of which the Property forms part after prior consultation with the Tenant (reasonable account being taken of the Tenant's views) and communicated to the Tenant.

### B18. Costs of Enforcement

The Tenant must pay the Landlords reasonable costs, charges, disbursements and expenses properly incurred in relation to or incidental to:

(a) recovery or attempted recovery of arrears of rent or other sums due under this Tenancy Agreement and

(b) any steps taken in contemplation of or in direct connection with the preparation and service of a schedule of dilapidations (being a document containing details of alleged breaches of the Tenant's obligations in relation to the state and condition of the Property) during or after the end of the Term.

### B19. Warranty as to convictions

The Tenant warrants that before the signature of this Tenancy Agreement he has disclosed to the Landlord in writing any conviction, judgement or finding of any court or tribunal relating to the Tenant of such a nature as to be likely to affect the decision of any insure or underwriter to grant or continue insurance of any risk against which the Property is insured.

### B20. Parking of cars (This is a requirement of the planning permission for the Property)

During the period of this Tenancy the Tenant will not park at the Property or within 5 kilometres of it any car which is within their ownership custody or control in connection with the use of the Property.

### B21. Control of Legionella

The tenant will

- a) not alter the hot water temperatures on boilers/water heaters cylinders as this has been set to 60°c to minimise the risk of legionella bacteria forming.
- b) Inform the landlord if they believe the hot water temperature is below 50°C or the hot water tank/boiler is defective in any way
- c) advise landlord if they believe the cold-water temperature is above 20°C
- d) clean, disinfect and descale shower heads at least once every 6 months
- e) flush through little used outlets for 2 minutes at least once a week
- f) run any showers/sprays/taps for at least 2 minutes if the tenant is away from the property for more than 10 consecutive days
- g) notify the landlord/letting agent if they notice any debris or discolouration in the hot or cold water

## C. Early Termination

- C1. Landlord's right of early termination
- If and whenever during the Tenancy Period:
- (a) at least two months' rent lawfully due from the Tenant is unpaid, or
- (b) the Tenant fails to comply with any of the Tenant's obligations or other term under this Tenancy Agreement; or

(c) the grounds for possession under the Housing Act 1988 Schedule 2 Grounds 2 (tenancy subject to prior mortgage), 8 (at least two months rent arrears) or the Housing Act 1988 Schedule 2 Part II Grounds 19 (some rent due), 11 (persistent delay in paying rent), 12 (other breaches of obligation), 13 (committing acts of waste or neglect) or 14 (causing nuisance or annoyance) apply, or

(d) the Tenant becomes bankrupt, has an administration order made in respect of his assets, has a receiver appointed, makes an arrangement for the benefit of his creditors or has any distress or execution levied on his goods;

then the Landlord may bring a court action to recover possession of the Property, even if any previous right to do so has been waived.

## C2. Effect of early termination

Termination of this Tenancy Agreement under clause C1 shall bring to an end the Tenancy Period but does not release the Tenant from any of the Tenant's outstanding obligations under this Tenancy Agreement.

C3. In the event that the tenant wishes to vacate the property prior to the end of the tenancy or if the tenant has not yet occupied the property and no longer wishes to do so, the tenant should notify the landlord in writing confirming the date when the property will be vacant.

In order to cover all loss incurred to The Landlord, the tenant will be liable for one of the following;

- (a) £100 if they end their fixed term tenancy early or leave without giving notice on or before 23rd April 2020.
- (b) £300 if they end their fixed term tenancy early or leave without giving notice from the 24<sup>th</sup> April 2020.

The Landlord will upon receipt of the above seek to re-let the property at the same weekly rent for the remainder of the contract period. If a new tenant is found the tenant contracted under this tenancy will remain liable for the rent up to the date of commencement of the replacement tenancy and in addition will owe the amount payable above in C3a or C2b. In the event a new tenant cannot be found the tenant contracted under this tenancy will remain liable full rent as set out above.

## D. Other Terms

## D1. Keys and Call-out charge

In the event of the keys or entrance fobs to the Property being lost by the Tenant or by any party on behalf of the Tenant, the Tenant shall be liable for the cost of replacing the locks to the Property or the building of which the Property forms part including costs for the supply of replacement keys or entrance fobs for the same to the Landlord, the Landlord's Agents and other residents of the building (if appropriate).

## D2. Condition of the property

The Tenant will inspect the Property on the first day of the occupancy period and agree the condition of the Property by signing and returning an Inventory record for the Property. Any damage to the Property on taking first occupation must be brought to the attention of the Landlord with 48 hours of the first day of check in so that it can be noted as previous damage.

## D3. Suspension of rent

If the property burns down or the Tenant cannot live in it because of fire damage the Rent will cease to be payable until the Property is rebuilt or repaired so that the Tenant can live there again.

## D4. Electricity Charges

## (a) Electricity Included Contracts

Where the tenancy as set out as above "Electricity Included", the Landlord will pay for the cost of all electricity consumed within the property up to a maximum of 2,250 units of electricity (kwh) for a 48 week contract and an additional 46 units of electricity (kwh) for each week thereafter. Any consumption in excess of this amount will

be charged back to the tenant by the Landlord at the following rate of 15.18p per unit (kWh) INC VAT. Full details of scheme to be communicated to tenant no later than 24 October of the year in which the tenancy commences.

#### (b) Electricity Excluded Contracts

Where the tenancy as set out as above "Electricity Excluded", the tenant will promptly pay all electricity bills raised by the Landlord for the electricity supplied to the property. The tenant acknowledges that the landlord has entered into a contract with Opus Energy to supply electricity to the property and that tenant will not be able to transfer the supply to any other supply company. The landlord will bill the tenant for the electricity used on dates to be advised, along with the rates to be charged on or before 24th October of the year in which the tenancy commences. The landlord warrants that the rate at which the supply will be charged (including standing charges) is the rate available in the market at that date, for similar properties and supply periods. The landlord reserves the right to levy late payment charges as set out in clause B3 above where an electricity bill is unpaid. The landlord will apply remittances from the tenant against amounts due and payable under the terms of this tenancy strictly in date order, the earliest first. Full details of scheme to be communicated to tenant no later than 24 October of the year in which the tenancy commences.

### E. Inventory Damage Charges

The charge table below illustrates the indicative charges at the time of accepting the tenancy agreement which you may be liable for if you damage or lose the items within your room during your tenancy.

A4 snap frame	£20	Living area spot light fitting	£150
Bathroom clean	£15	Magnetic board and 6 magnets (A Block)	£25
Bathroom door	£50	Main door lock to flat	£60
Bathroom door handle (inside and out)	£32	Mattress	£160
Bathroom door hooks (if provided)	£30	Mattress protector	£10
Bathroom fan	£115	Mattress Steam Clean	£40
Bathroom floor per square metre	£60	Metal stops behind sofa (Per Pair)	£55
Bathroom heated towel rail	£200	Microwave	£65
Bathroom light fitting	£50	Oven	£230
Bathroom lock	£18	Oven Buttons/Dials	£10
Bathroom mirror	£40	Oven clean	£25
Bathroom shelf	£25	Oven door glass	£85
Bathroom sink	£195	Oven grill pan and metal insert	£32
Bathroom tap	£120	Oven shelf	£12
Bathroom tiles (per tile)	£100	Pin board (if provided)	£50
Bed frame	£180	Redecorating (partial room paint)	£50

Bedroom/living room clean	£10	Redecorating throughout (full room paint)	£100	
Bin	£10	Rubber door stop	£10	
Curtain Clean	£45	Rubbish removal (per bag)	£20	
Curtain rail and hooks	£60	Safe	£150	
Curtains	£200	Shaving point	£35	
Desk	£350	Shelving (if provided)	£85	
Desk chair	£85	Shower - Mira sport (whole unit)	£240	
Door frame on front door	£65	Shower glass door	£200	
Door handle (inside and out)	£30	Shower head	£25	
Electric heater	£250	Shower head holder	£20	
Electric heater control	£42	Shower hose	£20	
Electric heater dial	£10	Shower soap dish	£15	
Fire blanket	£15	Shower tray	£250	
Fire seal around front door	£15	Sink Plug	£10	
Floor per square metre	£60	Sink, plug and draining board	£75	
Freezer Drawer	£35	Smoke alarm	£120	
Fridge Crisper Drawer (base drawer)	£35	Sofa - 1 seater (if applicable)	£210	
Fridge Door Lower Bottle Shelf	£30	Sofa - 2 seater (if applicable)	£250	
Fridge Door Tray Short Shelf	£25	Sofa - 3 seater (if applicable)	£350	
Fridge freezer	£235	Soft closer on front door	£85	
Fridge Glass Shelf & Shelf Trim	£30	Spy hole	£25	
Fridge Shelf Trim	£10	Toilet	£360	
Full clean	£60	Toilet flush button	£45	
Fuse board and cover	£450	Toilet lid fixtures and fittings	£65	
Heat detector	£100	Toilet seat and lid	£75	
Hob	£220	TV	£220	
Hob Glass Resurface	£20	TV bracket	£25	
Hooks on front door	£30	TV cable	£8	

Intercom and handset		TV remote	£20
Kitchen countertop	£150	Under sink water heater	£210
Kitchen cupboard doors	£100	Walls (per sqaure meter)	£60
Kitchen cupboard units	£100	Wardrobe doors (per unit)	£110
Kitchen drawer fronts	£25	Wardrobe hanging bars (each)	£10
Kitchen drawer handle	£15	Wardrobe mirror	£50
Kitchen extractor fan	£145	Wardrobe shelving (each)	£25
Kitchen spot light fitting	£150	Wardrobes (per unit)	£190
Kitchen tap	£50	Window handle	£17
Kitchen tiles (per tile)	£100	Window restrictor	£17