

ASSURED SHORTHOLD TENANCY AGREEMENT

under Section 19A of the housing Act 1988 as amended under part 3 of the Housing Act 1996

for letting a residential dwelling

THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Acts

Date _____

Landlord: Students on The Green – Ms Rebecca Lennox

Address: Menzies LLP, Centrum House, 36 Station Road, Egham, TW20 9LF, Surrey

(Note: Under Section 48 of the Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address)

Tenant(s)

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

Property

The dwelling known as _____

(Contents the fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory).

Term : Start date on _____ End date on _____

Total Rent for Term: £ _____ **Calculated per calendar month** £ _____

The rent is due and payable in advance on the first day of each month during the Term, payable by Bank Standing Order to:

Account Name: Students on The Green

NATWEST

Account No: 47683414

Sort Code: 60-07-33

IBAN: GB76 NWBK 60073347683414

Swift: NWBKGB2L

Deposit: £_____ protected by Government approved Tenancy Scheme, namely 'MyDeposits'.

1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above.

2. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to pay and compensate the Landlord for the reasonable costs of any breach of those obligations. It is specifically agreed that this money is not to be used by the Tenant as payment for any rent due under this agreement. No interest shall be payable on this Deposit. The Deposit shall be returned to the Tenant within 14 days upon leaving the property, under condition that all obligations and conditions have been met by all tenants under this contract including return of keys, rent and all bills for the property have been paid in full. Monies shall be deducted from the Deposit in respect of:

1. All expenses incurred by the Landlord of repairing, decorating or cleaning of the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (reasonable wear and tear expected).
2. Any unpaid utility bills (electricity, gas, water, internet/phone) or council tax for the property for which the tenant is liable.
3. Any rent or other money due by the tenant under the tenancy agreement and which remains unpaid after the end of the tenancy.

The Tenant agrees with the Landlord:

3. Rent & Charges

(3.1) To pay the Rent at the first of each month and in the manner specified

(3.1a) To pay interest on any payment of rent not paid at a rate of 4% above Natwest base lending rate for the period from which the rent was due until the date on which the rent is actually paid.

(3.2) To pay the Landlord any reasonable cost of up to £50 for sending each reminder letter for outstanding rent payments.

(3.3) To pay promptly the Utility Companies for supply of water, gas and electric charges, telephone charges (if applicable), and any Council Tax bills relating to the Property during the tenancy (council tax exemption only applies for as long as you are enrolled as students).

(3.4) To pay the Landlord any reasonable legal costs which in connection with (i) recovering possession of the property, (ii) recovery of unpaid rent or other money payable under this agreement which is in arrears, (iii) enforcement of any of the provisions of this Agreement, (iv) service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement whether or not the same will result in court proceedings.

(3.5) Tenant agrees to the applicable charges as outlined in Addendum 1 – Tenant Fees Schedule

4. Use of the Property

(4.1) To use the Property as a single private dwelling and not to use it or any part of it for any other purpose of business, trade or profession nor to engage in any immoral or illegal activity.

(4.2) Not to assign, or sublet, part with possession of the Property, or to allow the Property to be occupied nor receive paying guests other than the permitted occupiers named in the Tenancy Agreement, without express written consent of the Landlord. Not to transfer the Tenancy to someone else without written permission from the Landlord.

(4.3) **Utilities:** It is the responsibility of the Tenants to set-up their utilities and notify the Landlord of who the the supplier of the Utilities and Services are. Not to tamper, interfere, alter or add to the installations or meters relating to the supply of such Services to the Property, without written permission from the Landlord.

(4.4) **Noise:** Not to make any noise, play any musical instrument or use any stereo radio or television equipment in or about the Property so as to cause nuisance or inconvenience to the residents of any neighbouring or adjoining property after sociable hours of 11pm.

(4.5) **Furnishings:** Not to bring into the Property any furniture or furnishings or any electrical equipment which does not comply with the relevant UK required safety standards and regulations.

(4.6) **Fire Hazard:** Not to install or take into the property any portable heater. Not to keep any dangerous or inflammable goods on the premises nor to burn candles or paraffin objects. No cooking in bedrooms or any other rooms other than the kitchen are permitted.

(4.7) **Smoking:** Not to smoke or to permit a visitor to smoke tobacco or any other substance in the Property.

(4.8) **Pets:** Not to keep any domestic animals or birds at the Property without the Landlord's written consent. If permission is given, the Tenant may be asked to pay an additional amount towards the Deposit.

(4.9) **Locks & Keys:** The Tenant agrees that the Landlord shall hold a set of keys and that the Tenant shall not install or change any locks or alarm codes in the Property without the Landlord's prior written consent. If the loss results in locks needing to be changed, the actual costs of a locksmith, new lock and replacement keys for the tenant, landlord and any other person requiring keys will be charged to the Tenant. A call-out fee of £50 during out of office hours will be charged.

(4.10) **Drains & Taps:** Not to block or cause any blockage to the drains and pipes by allowing any oil, grease or other harmful substances to enter. To keep all gutters, drains and air vents clear of obstructions.

(4.11) **Winter Frost:** Take reasonable precautions to prevent frost or freezing damage to the property. If the Property is going to be empty overnight or for more than 12 hours when the weather is likely to be cold, enough heating should be left on to prevent the water system freezing, by either draining down all water supplies or turn off the water supply at the main stopcock.

5. Condition of the Property

(5.1) Not to damage the Property and Contents or make any alteration or addition to the Property, nor remove any Contents from the Property without the written permission of the Landlord not to be unreasonably refused.

(5.2) To keep the interior and the exterior of the Property and the Contents throughout the Tenancy in the same condition, cleanliness, repair and decoration, as at the start of the Tenancy with allowance of fair wear and tear.

(5.3) **Inventory:** Unless written comments or amendments are received by the Landlord within 14 days of Tenancy commencement the Tenant acknowledges that Inventory Report is a true and accurate record of the Property and the Contents, including their condition, at the beginning of the Tenancy.

(5.4) **Decoration:** The Tenant will not affix any items internally or externally to walls using adhesive or fixings which are likely to cause permanent damage on removal, eg. glue, nails, screws, picture hooks, sticky tape, blue tac or light strips. Permanent damages less fair wear & tear will be subject to quotation.

(5.5) **Garden:** The Landlord has a management contract with a Garden Services included in the Tenancy, who carries out the upkeep of the front and back garden on a 4-week rota and might require access through the house (if no side entrance is present) to get to the back garden.

(5.6) **Repair:** To notify the Landlord in writing as soon as reasonably possible, of any items of defect or disrepair in the Premises or the Fixtures and Fittings which the Landlord is responsible for repairing. Tenant will be responsible to pay any repair to damage that have been done deliberately or that was caused by the neglect or carelessness of Tenant or any third party visiting the property.

(5.7) **Waste:** To keep the exterior free from rubbish and place all refuse/recycling bins on the day for collection, and ensure the bins are brought back into the Property on non-collection days. The Tenant will comply with all waste

disposal and recycling policy required by the local authority. If there is deemed to be excess waste at the property, the Landlord will remove, after prior warning, at a cost of £50 per load.

(5.8) **Macerator Toilets (where applicable):** The Tenant agree to cover the cost of £100 incurred for call-out fee of specialist plumber to unblock the macerator toilet due to improper use and lack of care.

(5.9) **Condensation:** To ensure that the Premises are adequately ventilated and heated throughout the Tenancy (especially during the colder months) to avoid damage from condensation. Where such condensation may occur, to take care to promptly wipe down and clean surfaces as required from time to time to stop build-ups of mould which may cause damage to Premises, its Fixtures and Fittings.

(5.10) **Smoke Alarms:** To notify the Landlord in writing as soon as practically possible if a fault arises with the smoke or carbon monoxide alarms. The Tenant agree for the Landlord to inspect smoke or carbon monoxide alarms regularly and replace any batteries if necessary.

(5.11) **Fridge/Freezer:** The responsibility of the Tenant to defrost the freezer during the Term as often as necessary and to keep the fridge clean regularly.

(5.12) **Light bulbs & Appliances:** The Tenant agree to keep all electric lights in good working order and in particular to replace all light bulbs promptly and when necessary. It is the responsibility of the Tenant to clean the filter and empty water tray of tumble dryers (if supplied), and to empty the vacuum cleaner on a regular basis and as often required to change the filter bag in the vacuum cleaner. If the vacuum cleaner or any appliance need to be repaired or replaced because of the fault or negligence of the Tenant, the cost will be passed on to the Tenant.

6. Other Tenant Obligations

(6.1) **Access to Property:** To permit the Landlord or other persons authorised by the Landlord at all reasonable times including weekends after giving the Tenant at least twenty-four hours written or verbal notice (except in an emergency) to enter the Property to examine the state and condition of the Property and Contents and to carry out the necessary repairs or maintenance to the Property and Contents. The Tenant agrees the Landlord to enter and view the Property with prospective occupiers during the Term by prior appointment.

(6.2) **Tenant's Possessions (Personal Insurance):** The Tenant is strongly advised to take out insurance with a reputable insurer for the Tenant's possessions as such possessions will not be covered by any insurance effected by the Landlord.

(6.3) **Incident:** The Tenant agrees that in the event of fire or theft to immediately inform the Landlord and then give them full written details of the incident within 48-hours in order to enable the Landlord to make a claim to the Landlord's insurance company. In the event damages to property due to theft or by a third party to immediately report the incident to the police and obtain a crime report and incident number and provide these details to the Landlord within 48 hours.

(6.4) **Empty Premises:** The Tenant will not leave the Premises vacant or unoccupied for a period in excess of 14 consecutive days without first giving written notice to the Landlord or the intention to do so. Before leaving the Premises vacant for any period during the Tenancy the Tenant will take adequate steps to ensure that the property is protected against the risk of damage by frost by either draining down all water supplies or by providing adequate heating during the period the Premises are vacant. Ensure all doors and windows are securely locked when leaving the property unattended.

(6.5) **Bicycles:** Not to bring bicycles, car parts or machinery into the property without permission from the Landlord.

(6.6) **Parking:** Park vehicles in designated parking space only without causing obstruction.

(6.7) **Termination of Contract:** Should the tenant wish to leave their contract early, they shall be liable to the landlord's cost in re-letting the property as well as all rent due under the tenancy until the start date of the replacement tenancy.

7. End of tenancy

At the end of the Tenancy the Tenant agrees to:

(7.1) Return the Property and Contents in the same state of cleanliness, condition and decoration, as was documented in the Inventory Report at the start of the Tenancy, with allowance of fair wear and tear. It is the Tenants responsibility to clean the property to a professional standard fit for rental, and for this reason using a professional cleaning company of your choice at your own expense, is highly recommended. If additional cleaning is needed the costs incurred by the Landlord will be charged to the Tenant. **End of Tenancy Clean** must take place within the last week of tenancy ready for Landlord-inspection prior to check-out by 11h00 on the last day of Tenancy.

(7.2) Any carpets damaged or stained beyond what is considered reasonable wear and tear, not to personally clean any carpet nor to allow any other person to clean any carpet without the written consent of the Landlord.

(7.3) To pay for repair or replacement of those items damaged or lost during the Tenancy which were the Tenant's obligations under this Agreement.

(7.4) Leave the Contents in the respective positions they occupied at the commencement of the Tenancy.

(7.5) Return all keys to the Landlord and pay reasonable costs of having new locks fitted and new keys cut in the event that not all keys are returned to the Landlord.

(7.6) Any refuse, rubbish or personal effects belonging to the Tenant which have been left by the Tenant on the Premises, and subsequently needed to be removed by the Landlord will be charged to the Tenant at £50 for each trip the Landlord has to make to the local waste centre.

(7.7) Be present during any inspection of the Property upon check-out by 11h00 on the last day of Tenancy, to be carried out by the Landlord.

(7.8) Notify each utility supplier that they are vacating the property and provide final meter readings and their new address for invoices to be sent to, and also to ensure post are redirected to Tenant's new address of abode.

8. Landlord's Obligations:

(8.1) The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord.

(8.2) The Landlord will insure the Property with a comprehensive insurance policy.

(8.3) The Landlord agrees to keep in repair and proper working order all mechanical and electrical appliances belonging to the Landlord as are included in the Inventory Report.

(8.4) The Landlord agrees to keep the structure and outside of the property in good repair.

(8.5) The Landlord confirms that all gas appliances within the Premises and detailed in the Inventory Report comply with the Gas Safety (Installation and Use) Regulations 1988 and that a copy of the latest safety check certificate will be provided.

(8.6) The Landlord will employ a specialist Inventory Clerk to carry out the "check-in" inventory inspection. The same company will be employed to do the "check-out" inventory.

(8.7) Be responsible for making sure that any furniture provided comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.

(8.8) The Landlord will return to the Tenant any rent payable for any period during which the Property may have been rendered uninhabitable by fire, flood or any other risk which the Landlord has insured, other than where the damage has been caused by the act or omission of the Tenant, or third party visitors.

Landlords Right of Termination

The Landlord is entitled to terminate this Tenancy for these reasons (including by Service of Notice in accordance with Section 8 of the Housing Act 1988):

- (a) Any instalment of rent not received in full for more than 14 days after the payment is due;
- (b) The Tenant fails to comply with any of the Tenants Obligations under this agreement;
- (c) The Tenant becomes bankrupt;
- (d) The Tenant leaves the Property vacant or unoccupied without the written consent of the Landlord

9. Notices

(9.1) The Landlord gives notice to the Tenant that in accordance with Section 47 and 48(q) of the Landlord and Tenant Act 1987 that Notices may be served on the Landlord at the address specified in the Particulars of this Agreement.

(9.2) Any Notice served on the Tenant will be sufficiently served if sent by first class post or delivered by hand to the Tenant at the Property or at the Tenant's last known address of the Tenant.

10. Data Protection

(10.1) All handling of your personal data is done in compliance with the UK Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 ("Data Protection Legislation"). The Tenant hereby consents to the Landlord processing any information or personal details as defined in the Data Protection Act 2018. Our Data Protection Lead can be contacted at info@studentsonthegreen.co.uk

(10.2) The Tenant agrees that the Landlord may pass on the Tenant's forwarding address and/or other personal information to utility suppliers, local authorities, any credit agencies, or reference agencies and for debt collection.

Signed by Managing Agent: _____ Dated: _____

Email: info@studentsonthegreen.co.uk

Tenants: _____ Dated: _____

_____ Dated: _____

_____ Dated: _____

_____ Dated: _____

_____ Dated: _____

_____ Dated: _____

_____ Dated: _____