

**ASSURED SHORTHOLD TENANCY AGREEMENT (2018-2019)**Date: **#CurrentDate#****LANDLORD DETAILS:** **#LandLordName#****MANAGEMENT COMPANY DETAILS:** CityBlock Lettings Limited, Company Number 04449707. Address: 21 Castle Hill, Lancaster, LA1 1YN. Telephone number: 01524 541 251. Email address: info@cityblock.co.uk

The Management Company has been authorised to act on behalf of the Landlord as its agent in connection with the operation of this Agreement. However, for the avoidance of doubt supplies under this Agreement are made by the Landlord and not the Management Company. The Landlord may change the identity of the Management Company from time to time.

**LEAD TENANT DETAILS:** **#FName# #SName#**. Address: **#HomeAddress#**. Mobile phone number: **#AppMobileTel#**. Email address: **#AppEmail#****PROPERTY DETAILS:** **#Complex#**, **#ComplexAddress#**. Room Number: **#ApartmentNumber# #RoomType# #RoomNo#****TENANCY DETAILS:** Tenancy period from **#CommencementDate#** to **#TerminationDate#****RENT SCHEDULE:****#Charges#**

## PRESCRIBED INFORMATION RELATING TO TENANCY DEPOSITS\*

1. **The name, address and contact details of the Scheme Administrator of the authorised Tenancy Deposit Scheme that is safeguarding your tenancy deposit is:**

**The Deposit Protection Scheme Service (The DPS)**

The Pavilions, Bridgwater Road, Bristol, BS99 6AA, Telephone Number: 0330 303 0030

Online: Enquiry Forms are available through the Virtual Customer Service Agent or the Frequently Asked Questions at [www.depositprotection.com](http://www.depositprotection.com)

2. **Any Information contained in a leaflet supplied by the Scheme Administrator to the Landlord and Management Company which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, the Act.**

See DPS Terms and Conditions

3. **The procedures that apply under the scheme by which an amount in respect of a deposit may be paid or repaid to the tenant at the end of the shorthold tenancy ("the tenancy").**

See DPS Terms and Conditions

4. **The procedures that apply under the Scheme where either the Landlord, Management Company or the Tenant is not contactable at the end of the tenancy.**

See DPS Terms and Conditions

5. **The procedures that apply under the Scheme where the Landlord or Management Company and the Tenant dispute the amount to be paid or repaid to the tenant in respect of the deposit.**

See DPS Terms and Conditions

6. **The facilities available under the Scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation.**

There is an alternative Dispute Resolution Service available enabling an independent adjudicator to decide on any dispute.

See DPS Terms and Conditions for further information

\* In accordance with The Housing (Tenancy Deposits) (Prescribed Information) Order 2007

7. **The following information in connection with the tenancy in respect of which the deposit has been paid:**

- a. **Amount of deposit paid as per Rent Schedule on page 1 of this Tenancy Agreement**

- b. **Address of property including room number and postcode to which the tenancy relates.**

**#RoomNo#, #Complex#, #ComplexAddress#**

- c. **Name, address and details of the agent or management company acting on behalf of the Landlord**

Name CityBlock Lettings Limited, Company Number **04449707**

Address and contact details as per page 1 of this tenancy agreement

- d. **Name, address including postcode and contact details of the Tenant(s) that should be used by the landlord or management agent for the purpose of contacting the tenant at the end of the tenancy**

**(In the case of joint tenants insert this information for both tenants)**

Name #FName# #SName#

Address and contact details as per page 1 of this tenancy agreement

**NOTE:** please see note 3 below regarding the tenant's or lead tenant's responsibility to register their contract address with The DPS and to ensure that address is updated at the end of the tenancy.

- e. If there is an interested party making the payment, please attach a continuation sheet with the name, full address, telephone number and any email address or fax number relevant of any person (interested party).
- f. ***The circumstances when all or any part of the deposit may be retained by the Landlord or the Management Company, by reference to the terms of the tenancy;***

Refer to Clause (s) [3.3] of the Tenancy Agreement

**I/We (being the Landlord or Management Company) certify that–**

- i. The information provided is accurate to the best of my/our knowledge and belief
- ii. I/We have given the Tenant(s) the opportunity to sign this document by way of confirmation that the information is accurate to the best of the Tenant(s) knowledge and belief

#### **NOTES**

- (1) A copy of the Terms and Conditions is available in the student portal and can be downloaded from [www.depositprotection.com/documents](http://www.depositprotection.com/documents)
- (2) The tenant(s) and relevant persons (if any) agree that the lead tenant has been nominated by all the joint tenants and any relevant persons and that the responsibilities of the lead tenant are fully understood by all tenants.
- (3) It is the tenant's or lead tenant's (where relevant) responsibility to register their contact address with The DPS and to ensure that address is updated at the end of the tenancy.
- (4) It is the Management Company's responsibility to ensure that this document is completed accurately, served on the Tenant(s) within 30 days of receipt of the deposit and that the Tenant(s) is given an opportunity to check and sign this document.

This is a **LEGALLY BINDING AGREEMENT** and the Tenant and Guarantor (where required) should read it carefully.

In Accepting this Agreement, the Tenant confirms that the Management Company has provided and the Tenant has received the DPS Terms and Conditions, the Government's How to Rent Guide, Energy Performance Certificate and Gas Certificate (where applicable to the building).

In Accepting this Agreement, the Tenant agrees to abide FULLY by these terms and conditions, which include paying all sums due to the Landlord or Management Company for the FULL CONTRACTUAL PERIOD.

**NOTE:** All students must have a UK Guarantor if they wish to pay their rent termly. Students without a UK Guarantor will be required to pay their rent for the full year in advance.

If there is anything you do not understand or wish to discuss e.g. a disability, allergy, special requirement or other support needs, please contact CityBlock BEFORE accepting this Agreement. We will be unable to change rooms or provide special requirements at a later date.

This document is available in alternative formats upon request, including large font, paper version and on non-white printed paper.

#### **BETWEEN:**

- (1) The "**Landlord**" and "**Management Company**" name and details as stated on page 1 of this agreement **AND**
- (2) The "**Tenant**" name and details as stated on page 1 of this agreement **AND**
- (3) The "**Guarantor**" (**where required**) name and details as provided by the tenant on the resident portal

**WHEREBY IT IS AGREED** as follows:

#### **1. Definitions**

In this Agreement the following definitions have the following meanings:

**"Building"** All that building known as #Complex# #ComplexAddress#

**"Common Parts"** The entrance hall, stairs, corridors, laundry, courtyard, lifts, bicycle store, kitchen, communal lounge and any other common areas within the Building provided for the benefit of the Tenant and all other tenants.

**"Contents"** The furnishings and effects to be found in the Room or the common parts of the Flat as listed in the Inventory.

**"Flat"** The flat in the Building of which the Room forms part.

**"Inventory"** The inventory of the Contents provided to the tenant on check-in.

**"Landlord's Management Company"** The agent appointed by the Landlord to manage the Building.

**"Rent" and "Deposit"**

#Charges#

**"Room"** #RoomNo# including the fixtures and fittings therein, the carpets, doors and internal glass, but excluding Service Media within the Room.

**"Service Media"** central heating and hot water system, electrical services for power and lighting, drainage and

water services, and any data or phone service provided.

**"Tenancy Period"** From and including #CommencementDate# up to and including #TerminationDate#

**"Term"** A fixed term for the number of weeks of the Tenancy Period from and including the #CommencementDate#

## 2. Interpretation

2.1 The expression the **"Landlord"** includes the person who at any particular time has the right to receive the Rent under this Agreement.

2.2 The expression the **"Management Company"** includes the company authorised to act on behalf of the Landlord as its agent in connection with the operation of this Agreement.

2.3 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.

2.4 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.

2.5 The tenant is jointly and severally liable with other occupiers of the Property for damage caused to any communal parts of the Property and Shared Areas including the items provided in the Shared Areas.

## 3. The Letting

3.1 In consideration of the Rent and the Tenant's obligations contained in this Agreement the Landlord lets to the Tenant the Room for the Tenancy Period.

3.2 The Rent shall be payable as per the rent schedule on page 1 of this Agreement.

3.3 The Deposit is payable to the Landlord as security for the performance of the Tenant's obligations under this Agreement.

The Management Company shall hold the Deposit as agents for the Landlord throughout the Tenancy as security for the compliance by the Tenant with its obligations under this Agreement and the payment, holding and use of the Deposit shall be without prejudice to any other rights and remedies of the Landlord, whether express or implied. Any reference to Tenancy refers to the tenancy created under this Agreement. The Deposit is held by the Management Company as Stakeholder. The Management Company is a member of The Deposit Protection Scheme (DPS)

The Landlord shall be entitled to draw on the Deposit in payment of any sums due from/or expended or expendable on behalf of the Tenant in accordance with the terms of this Agreement; including but not limited to:

3.3.1 Any damage, or compensation for damage, to the Room and/or the Flat and/or the Common Parts, any fixtures and fittings or for missing items for which the Tenant may be liable. The Tenant is also liable for any damages caused by visitors invited into the Building by the Tenant.

3.3.2 The reasonable costs incurred in compensating the Landlord or the Management Company for or for rectifying or remedying any breach by the Tenant of the Tenant's obligations under this Agreement, including those relating to the cleaning of the Room and/or the Flat and/or the Common Parts and any fixtures and fittings.

3.3.3 Any unpaid accounts for Council Tax for which the Tenant is liable.

3.3.4 Any Rent or money due or payable by the Tenant under this Agreement and which remains unpaid after the end of the Term.

3.3.5 The reasonable administration and marketing costs incurred by the Landlord or Management Company in the event the Tenant fails to take up occupation of the Room and or fails to remain in occupation and vacates prior to the expiry of the Tenancy Period (the Landlord at all times reserving all rights and remedies in respect of a breach of this Agreement).

3.4 The Deposit will be registered with The Deposit Protection Scheme (a company which has been accredited by the Government) in accordance with the terms and conditions attached to this Agreement. Please go to [www.depositprotection.com](http://www.depositprotection.com) for further information.

3.5 The Management Company shall notify The Deposit Protection Scheme after the termination of the tenancy or the expiration of the Tenancy Period and vacation of the Room by the Tenant, to return the balance of the Deposit (if any) to the Tenant PROVIDED THAT all of the Tenant's obligations contained in this Agreement have been complied with to the reasonable satisfaction of the Landlord and Management Company. The Tenant will be given the opportunity to attend a check-out inspection with a representative of the Management Company at the end of the Tenancy Period.

3.6 Any monies received from UK or foreign banks may result in an additional administration charge being levied on the Tenant to cover charges made by the Landlord's bank.

3.7 The Tenant, in common with the Landlord, the Management Company and all other persons similarly entitled (including, all other persons from time to time duly authorised by the Landlord or the Management Company for that purpose) is granted the following rights for the benefit of the Room:

3.7.1 The right to come and go to and from the Room and pass over the Common Parts designed or designated to afford access to the Room.

3.7.2 The right to use the shared facilities within the common parts of the Flat.

3.8 The Landlord and the Management Company reserve the following rights over the Room:

3.8.1 the right of access for the Landlord, Management Company and those persons authorised by the Landlord or Management Company to enter the Room on reasonable notice for any purpose mentioned in this Agreement (except in case of emergency and including the right to enter the Room and carry out the search of a Room in circumstances where the Landlord or Management Company reasonably suspects the Tenant to be in breach of clause 4.3.1(d), 4.3.1(i) or & 4.4.3 of this Agreement).

3.8.2 the right to the free passage and running of water soil gas electricity and any other media through any pipe, cables, wires, drains or sewers passing in or through the Room

**4. Your Obligations.** The Tenant covenants during the Term with the Landlord as follows:

#### **4.1 Rent**

4.1.1 To pay the Rent without right of deduction or set off in accordance with clause 3.2 of this Agreement. If it is necessary to write to the Tenant regarding any overdue Rent there will be a charge of £15.00 per letter. Credit and Debit card payments will incur an additional processing fee.

4.1.2 In the event of late payment of Rent by the Tenant (or of late payment of any sum due to the Landlord under this Agreement) then interest will be payable by the Tenant at the rate of 8% per annum above the base rate of Natwest Bank plc (or other UK clearing bank nominated by the Landlord from time to time) from the date payment is due until payment is made in full (both before and after judgement), such interest to be charged on a daily basis and compounded monthly. The Landlord reserves the right to withdraw services if Rent remains unpaid.

4.1.3 Failed direct debit, card payments or returned unpaid cheques will accrue a charge of £30.00 together with any additional charges properly made by the Landlord's Bank.

#### **4.2 Moving in**

4.2.1 The Tenant shall be deemed to have accepted the Room, the Flat 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 Tenancy Period except and to the extent that any deficiencies in the condition and repair of the Room, the Flat, the Common Parts and/or the Building shall have been expressed in writing to the Management Company by the Tenant within 24 hours of the commencement of the Tenancy Period.

4.2.2. The Tenant shall check and sign an Inventory and notify the Management Company of any discrepancies within 2 days of taking occupation of the Room. The Management Company shall assume that the Inventory is correct and that the Tenant has accepted that the Contents are present and in good and tenable repair and condition if the Tenant has not done so within 2 days.

4.2.3 The Tenant shall be responsible for obtaining and paying for any television licence in the Room.

#### **4.3 Respect for others**

4.3.1 The Tenant shall show respect for other persons living and/or working in the Building at all times, including (but not limited to)

**a)** keeping noise at a level that does not interfere with the study, sleep or comfort of other residents, staff and neighbours. This includes TV's, stereos, CD players, musical instruments etc., so as to cause annoyance to other tenants between the hours of 11.30pm and 8.30am the following morning. The Tenant shall reduce the level of noise if asked to do so.

**b)** behaving with respect and consideration towards other residents, staff, visitors and your neighbours. This includes not damaging the belongings of others, not using foul or abusive language, not taking or using other residents' possessions without permissions and respecting the privacy of others.

**c)** not harassing, threatening or using violence towards any person.

**d)** not committing any arrestable offence, or acting in a manner which conflicts with the Landlord's policies on drugs, offensive weapons or equal opportunities, nor in any way acting in a manner which is likely to bring the Landlord or Management Company into disrepute.

**e)** not bringing any fireworks or any other items which the Landlord reasonably considers to be dangerous, including (without limitation) firearms, air weapons, bows, knives, swords, martial arts weapons, and any other offensive weapons including paint ball guns and replica, ceremonial and toy weapons.

**f)** being responsible for Tenant's visitors' behaviour whilst they are in the Building. This includes being responsible for payment for any damage or losses they may cause.

**g)** not to congregate in groups (definition of which is at the Management Company's discretion) within any area of the Building so as to cause annoyance or nuisance to others.

**h)** no more than 2 guests allowed at any one time without prior consent of the Management Company.

**i)** not to smoke or permit guests to smoke tobacco or any other substance within the Building or within 5 metres of any entrance to the Building. In the interest of health and safety the Landlord has adopted a no smoking policy. Any person found to be smoking or permitting visitors to smoke will be subject to a £50 charge payable on demand. This charge will also apply if evidence of the above is found.

**j)** not to use the television within the communal area of the Flat for the purpose of console gaming to the annoyance and detriment of other residents.

**k)** not to use the internet connection provided by the Landlord for any illegal purposes. Failure to comply will result in the Management Company removing your internet access with immediate effect.

**l)** Not to allow any visitors to sleep in the Flat and Common Parts overnight.

**m)** Not to allow more than one visitor to sleep in your room at any one time.

4.3.2 The Tenant agrees that the Management Company may remove or exclude any visitor from the Building, where the Management Company has reasonable grounds to believe that their exclusion is necessary for the safety and/or well-being of other persons.

4.3.3 The Tenant agrees to pay the Management Company the sum of £50 on each and every occasion the Management Company or persons authorised by the Management Company receive calls or are required to visit the Building to attend an incident between the hours of 5.00 pm and 9.00 am during the week or at any time at a weekend or bank holiday respectively, for non-emergency calls. This charge will be at the sole discretion of the Management Company.

#### **4.4 Safety and Security**

4.4.1 It is the Tenant's responsibility to help ensure that the Building is safe to live in, and for employees of the Landlord and Management Company to work in. Guidance is given in the Welcome Handbook applicable to the Building. The Landlord and Management Company accept no responsibility for themselves, their employees or others, for any injury or loss of property which results from the use of residents' faulty appliances, or from residents' misuse of electrical installations and wiring. The Management Company reserves the right to remove any electrical equipment that is suspected of being faulty or dangerous.

4.4.2 The Tenant agrees to vacate the Building (and ensure any of its visitors do so) immediately whenever the fire alarm is sounded and co-operate at all times with our staff and the emergency services.

4.4.3 The Tenant shall have due regard to the fire evacuation procedures contained in the Management Company's handbook and outlined in the Fire Plan and agrees not to do anything which may cause a fire hazard, including (but not limited to):

- a)** Tampering with fire doors or any fire prevention and control equipment. Any person found to be in breach of any part of this clause shall be subject to a £50.00 charge payable on demand.
- b)** Using candles, joss sticks, shisha pipes, e-cigarettes or other Vape products
- c)** Obstructing corridors, stairwells, or fire escapes
- d)** Bringing into the Building any additional heaters
- e)** Using deep fat fryers

4.4.4 The Tenant agrees to observe the Landlord's and Management Company's no smoking policy. Smoking is not permitted anywhere in the Building.

4.4.5 The Tenant agrees not to tamper, remove, damage or in any way adjust safety controls to any windows such as to override any safety mechanism which has the effect of enabling the window to open to a greater extent than the safety designated limits

4.4.6 The Tenant agrees to ensure that the Room and the Flat and the Building are left secure. For example, the Tenant must lock its door and close its window before leaving the Building and must secure the Flat and main entrance doors in the Building when entering or leaving.

4.4.7 The Tenant agrees not to copy or part with the fob, keys or security code to the Room, Flat or Building and to report immediately any loss of the same to the Management Company and pay to the Landlord before the Management Company issues any, the replacement cost of replacing the fob and/or keys.

4.4.8 The Tenant agrees that the Landlord or the Management Company are not responsible for any loss or damage to personal belongings within the Room Flat Building or bicycle storage areas and the Tenant acknowledges that the Landlord and Management company have no responsibility to the Tenant for any such items and that it has advised the Tenant to take out its own insurance.

#### **4.5 Respect for your living environment**

4.5.1 The Tenant shall keep the Room and Flat in a clean and tidy condition at all times and to carry out its



share of cleaning in the shared areas of the Flat.

4.5.2 The Tenant shall regularly remove rubbish and recycling from the Building in a safe manner and safely place it in the area designated by the Landlord and the Management Company for refuse storage. A Waste Disposal Plan is available upon request.

4.5.3 The Tenant shall not remove any Contents from the Room at any time during the Term.

4.5.4 The Tenant shall not change or damage the decorative finish of the Room or Flat. This includes not to glue, stick, nail or screw or otherwise fix anything whatsoever, including blue/white tac to the interior of the Room and/or Flat with the exception of the pin board provided nor to place anything outside the window of the Room and/or Flat. The Landlord reserves the right to charge for any damage if this not adhered to.

4.5.5 The Tenant shall not remove, damage, or interfere with any fixtures, fittings, furniture or equipment, electrical, plumbing or telecommunications installation in the Building.

4.5.6 The Tenant shall not erect or install any outdoor aerial, satellite dish, or wireless router.

4.5.7 The Tenant shall not keep any animals, birds, reptiles, insects or fish at the Building.

4.5.8 The Tenant shall not bring any additional refrigerators, freezers or other electrical kitchen appliance into the Building.

4.5.9 The Tenant shall promptly report any loss, breakage, damage or failure of facilities, using the reporting procedures set out in the Management Company's Welcome Handbook.

4.5.10 The Tenant agrees that the Landlord or Management Company may, at reasonable times, enter the Room and/or Flat to clean, inspect, repair, or for any other reasonable purpose (NB advance notice of visits will be given, except in the case of repairs reported by you, or in an emergency, when entry may be at any time).

4.5.11 The Tenant agrees to take reasonable precautions to keep the Room/Flat and Building free from infestation by vermin, rodents, bed bugs or animal fleas. Where such infestations occur as a result of the Tenant's action or inaction, to be responsible for the full costs of fumigating and cleaning any affected parts and for rectifying and or removing the cause of such an infestation.

4.5.12 The Tenant agrees to maintain the Room and Flat in good and tenable repair and decorative order and in a clean and tidy condition failing which the Landlord or the Management Company may by not less than 24 hours written notice at its reasonable discretion instruct cleaners to enter and clean the Room and Flat, the cost of which will be payable by the Tenant on demand (damage by accidental fire and water damage from domestic services infrastructure excepted).

4.5.13 The Tenant agrees not to expose or allow to be hung any laundry washing or other items so as to be visible from the outside of the Building and not to dry clothes on the wall mounted heaters.

4.5.14 The Tenant agrees not to store bicycles in the Building other than in the designated bicycle area, a permit for which is available upon request to the Management Company

4.5.15 The Tenant agrees not to attach or distribute any posters or notices to any part of the interior or exterior of the Building without first receiving the Management Company's consent.

#### **4.6 Use of Accommodation**

4.6.1 The Tenant agrees to use the Room and Flat only as a study and living accommodation.

4.6.2 The Tenant agrees to occupy the room as a single private residence by itself as Tenant personally except in the case of an agreement relating to a double occupancy room. The Tenant shall not assign or to sublet or allow others to occupy the Room or Flat, except with the prior written consent of the Management Company.

4.6.3 The Tenant shall provide to the Management Company evidence of full time student status and certificates of exemption for or otherwise reimburse the Landlord for the Council Tax and all other taxes charges duties or outgoings or assessments which are now or which may at any time in the future be payable in respect of the Room and/or the Tenant's use of any property of which the Room forms part and/or the occupier of the Room, including but not limited to television licence fees for the Room or other recurring charges during the Tenancy Period.

4.6.4 Failure to provide evidence of full time student status by the date requested during the Term of the Tenancy Period will result in a breach of this Agreement with the Tenant remaining liable for all associated costs and obligations.

4.6.5 If the Tenant ceases to be a full-time student but continues to live in the Room then the Tenant must, within seven days of written demand from the Landlord or Management Company, reimburse and indemnify the Landlord or Management Company in respect of any Council Tax due in respect of the entire Flat as a result of the Tenant's continuous occupation of the room.

4.6.6 If the Tenant is permitted or asked to move from the Room whether or not for the purpose of the Landlord or Management Company carrying out emergency repairs, then all the terms and conditions of this Agreement are transferable to the new room.

4.6.7 The Tenant is responsible for carrying out Immigration checks on any sub-letters. The Tenant should ensure the sub-letter is a Student and has Right to Rent in the UK. The Tenant will be deemed a Landlord for the Right to Rent provision and will be therefore responsible for checking immigration documents. A comprehensive list of valid documents can be found on the government website [www.gov.uk](http://www.gov.uk) under Landlord's guide to checking immigration documents.

4.6.8 In the event of sub-letting the Tenant will be liable for any civil penalties that may be imposed if necessary checks are not carried out.

#### **4.7 When You Leave**

4.7.1 At the end of the Tenancy Period the Tenant shall:

- a) Leave the Room and Flat and all items listed in the Inventory (which shall be evidence of the condition and deemed to be in good condition unless noted to the contrary in the Inventory) in the same condition as they were in at the start of the Tenancy Period, except for wear and tear.
- b) Remove all your belongings, rubbish and recycling from the Room and Flat.
- c) Return to us all keys or key fobs to the Building and obtain a receipt for the same or proof of recorded postage.

4.7.2 The Tenant agrees to pay the reasonable cost of replacing any key or key fob which is not returned or of replacing a lock (and this will include our administration costs).

4.7.3 The Tenant acknowledges that if it does not comply with Clause 4.7.1 the Landlord or Management Company are entitled to take legal action to require the Tenant to leave the Building. The Landlord and Management Company reserve the right to claim for and charge for damages and loss which it suffers or incur as a result of the Tenant failing to leave the Building at the end of the Tenancy Period, including (but not limited to) the costs of any such legal action.

4.7.4 The Landlord or Management company may dispose of the Tenant's personal possessions and deduct the cost of doing so (and any storage costs) from any sale proceeds and/or the Deposit if the Tenant does not collect or remove personal possessions within 7 days of the end of the Tenancy Period (or of the date this Agreement ends if terminated early).

#### **4.8 Indemnity**

The Tenant is liable to the Landlord for any loss and damage suffered as a result of any breach by the Tenant (or its visitors) of this Agreement. This includes (but is not limited to) any expense properly incurred in collecting arrears, paying professional advisors and in relation to court proceedings. The Tenant will also be liable for any fines imposed by the Landlords Association in relation to any unauthorised sub-letting in breach of the Right to Rent provisions.

## 5. Our Obligations

**5.1 Services and Facilities.** The Management Company shall provide the following during the Tenancy Period:

5.1.1 Cleaning maintenance and repair of the Building as specified in the Handbook (except where damage is caused by the Tenant or another tenant who is liable to repay such damage under this Agreement).

5.1.2 Operation, inspection, servicing and repair of all plant, machinery and equipment in the Building including the provision of all fuel and water.

5.1.3 Firefighting equipment in the shared areas of the Building.

5.1.4 An adequate supply of hot water for domestic use.

5.1.5 Reasonably adequate heat during the Tenancy Period, having regard to prevailing weather conditions. This may mean, therefore, that the heating is deactivated during the summer period.

5.1.6 Employment of staff for the day to day running of the Building.

5.1.7 Kitchen refuse bins (including repairing and replacing them when necessary) in the shared areas of the Building, and arranging for disposal of refuse from the external bin areas.

5.1.8 Items on the Inventory, which the Management Company shall also maintain (except for loss, breakage or damage attributed to you or your visitors).

5.1.9 Laundry facilities, for which there will be a separate charge for use. (Please note, the laundry facilities are provided by an external company which is responsible for them).

5.1.10 To provide security facilities for the Building.

**5.2 Privacy.** The Landlord or Management Company will not unreasonably interfere with the Tenant's privacy.

**5.3 Access** The Landlord or Management Company will give the Tenant reasonable notice (being not less than 24 hours' notice except in cases of emergency) before entering the Room or the Flat to clean, inspect, repair, or for any other reasonable purpose, including carrying out viewings of the Room and /or Flat to prospective tenants and where it is practicable for the landlord to do so, its notice shall specify the date and time for the specified purposes of requiring entry to the Room or Flat.

**NOTE:** advance notice will not be given in the case of repairs reported by the Tenant, or in an emergency, when entry may be at any time.

Where there is reasonable suspicion that the Tenant or its guests are in breach of the rules contrary to regulation and warning given, spot checks will be carried out without further warning. A serious breach may affect others' enjoyment of their accommodation, or contravene health and safety regulations, including those in place for staff that work in the accommodation.

## 5.4 Disclaimer

5.4.1 The Landlord or Management Company shall not be liable for any failure or interruption to any services, or for any loss arising from such failure or interruption, unless it is caused by the Landlord's or Management Company's negligence.

5.4.2 Subject to the provisions of the Occupiers Liability Act 1957 and the Defective Premises Act 1972, the Landlord shall not in any circumstances incur any liability in respect of loss or damage to any person or property or otherwise, unless the loss or damage was caused by our negligence.

5.4.3 The Landlord and has the right to carry out any alterations or building works at the Building or on its adjoining neighboring property without liability for disturbance where the Landlord has used reasonable

endeavors to carry out works at times likely to minimise disturbance for as short a period as reasonably practicable (save in case of emergency).

## **5.5 Insurance**

5.5.1 The Landlord shall insure the Building against fire and other risks which we reasonably consider necessary.

## **6. Procedure for Breach**

### **6.1 By you or your visitors**

6.1.1 If the Tenant or its visitors contravene any of the Tenant obligations given in this Agreement, action may be taken by the Landlord or Management Company, in accordance with the procedures set out in its disciplinary procedure.

6.1.2 The Landlord or Management Company will raise an invoice for any day to day charges such as cleaning, damage, and call-outs required within your Room or Flat.

6.1.3 Where minor offences are repeated, or where offences are more serious, the case may be referred to the Guarantor and/or Emergency contact. In such circumstances, a larger fine may be imposed in addition to any charges made for damage/cleaning. Further, in serious cases, the Tenant may be asked to move to another room, to leave the Building permanently and/or to move out of the Building temporarily.

6.1.4 The Tenant agrees to pay the Landlord or Management Company an administration charge of £15 on each and every occasion that the Landlord or Management Company properly and reasonably writes to the Tenant in relation to any breach of the terms of this Agreement.

## **7. Loss or Damage**

### **7.1 Payment for Loss or Damage**

7.1.1 The Tenant shall pay for any losses, damage, any additional cleaning required, key, key fob or lock replacement where needed or any other breach of the Tenant's obligations and reasonable administrative expenses will be charged. The Tenant will also be liable for any costs relating to any damages caused by visitors invited into the Building. To clarify, any damage to a Room shall be deemed to have been caused by the Tenant of that Room. Damage to the shared facilities and Landlords contents in the Common Parts in any Flat shall be deemed to have been caused jointly by all the tenants of that Flat, and damage to any Common Parts shall be deemed to have been caused by all those tenants who use the Common Parts.

7.1.2 Where the perpetrators cannot be identified (and the Landlord will use reasonable endeavors to identify them), the Tenant may be charged a fair and reasonable proportion of the cost of making good any loss or damage caused, unless the Tenant can demonstrate that it was not in the Building when the damage occurred.

7.1.3 Where additional cleaning is required, the Tenant will first be issued with a warning and given an opportunity to clean. If the Building (or relevant part) is not returned to a satisfactory condition by the given deadline, a charge for additional cleaning will be made.

7.1.4 Any invoices which are raised during the Tenancy Period including but not limited to damages, fines or call outs will be due 7 days after the invoice date unless disputed within 3 working days of the invoice date. These invoices will be subject to VAT at the prevailing rate.

7.1.5 The Tenant shall pay for 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 or Management Company in or in reasonable contemplation of the proceedings in connection with the recovery of arrears of Rent or arising from any breach of the Tenant's obligations under this Agreement.

## 8. Temporary Exclusion

### 8.1 Our Right to Temporarily Suspend your Right to Occupy

8.1.1 If the Tenant contravenes any of the Tenant's obligations in this Agreement, the Landlord or Management Company may exclude the Tenant from the Building during further appropriate investigations of the offence, if it considers, acting reasonably, that the Tenant's continued presence at the Building will constitute threat to life, limb or well-being and/or criminal damage to property.

8.1.2 The Landlord or Management Company may temporarily exclude the Tenant from the Accommodation, if the Landlord or Management Company reasonably considers, because of the Tenant's behavior, or for any other reason, that it is necessary to exclude the Tenant from the Building to protect the Tenant's wellbeing or the wellbeing of others or to prevent damage to the Building.

## 9. Relocation

**9.1 Alternative Accommodation.** The Landlord and the Management Company reserve the right during the Tenancy Period to move the Tenant to alternative accommodation only in the event of delays to the construction and completion of the Building or to any part of the Building or Room or for the purpose of carrying out emergency repairs PROVIDED THAT:

9.1.1 The Tenant is given reasonable notice; and

9.1.2 The Tenant will occupy the alternative accommodation on the same terms as this Agreement.

## 10. Termination

10.1 It is agreed between the parties that if at any time:

10.1.1 the whole or any part of the Rent shall be unpaid for one month after it becomes due (whether legally demanded or not); or

10.1.2 any obligation of the Tenant contained in this Agreement has been breached or not fully performed and/or observed; or

10.1.3 any of the grounds set out in the Housing Act 1988 Schedule 2 Grounds 2,6,8,10-15 (inclusive) and 17 of the Housing Act 1996 apply

The Landlord shall be entitled to repossess and enjoy the Room as if the Tenancy has not been granted and Tenancy shall immediately then terminate but without prejudice to any right of action or remedy of the Landlord in respect of any previous breach of the obligations by the Tenant contained in this Agreement.

10.2 The Management Company reserves the right to release the Room to the Management Company's waiting list if the Tenant does not pay the first instalment of rent within 7 days of the due date. In this instance all obligations on the Tenant's part will remain until this Agreement is terminated in writing by the Landlord.

**11. Tenants Right to Cancel.** Once this Agreement is signed, the Tenant will not have the right, for whatever reason, to cancel the Tenancy. The Landlord or Management Company will consider releasing the Tenant from this obligation if a suitable replacement is found who would commit to an Assured Shorthold Tenancy Agreement on the Room under the same terms. Any communication to this effect must be made in writing to the Management Company's Head Office Address at 21 Castle Hill Lancaster LA1 1YN.

## 12. Agreements and Declarations

12. 1 Any person who is not the Tenant and who makes payments to the Landlord due from the Tenant under the terms of this Agreement does so as agent for the Tenant.

12. 2 Ownership of any of the Tenant's fixtures and fittings and effects left in the Room and/or Flat and or Building at the end of the Tenancy (howsoever determined) and not cleared within 7 days

thereafter shall immediately pass to the Landlord or Management Company who shall be entitled (though not bound) to sell or dispose of the same for its own benefit.

**13. Data Protection & Confidentiality.** Landlords and/or Management Company may share details about the performance of obligations under this agreement by the Landlord, Management Company and Tenant; past, present and future known addresses of the parties, with each other, with credit and reference providers for referencing purposes and rental decisions; with utility and water companies, Local Authority council tax and housing benefit departments, mortgage lenders, to help prevent dishonesty, and for administrative and accounting purposes, or for occasional debt tracing and fraud prevention.

Under the Data Protection Act 1988 you are entitled, on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about you and to have it amended if it is shown to be incorrect.

**14. Equality and Diversity.** The Landlord and the Management Company aim to provide a safe, welcoming, supportive environment to all students, ensuring that no student receives less favourable treatment, directly or indirectly, on the grounds of age, race, gender, religion, disability, sexual orientation or marital/parental status. A copy of our Equality and Diversity Policy is available upon request.

**15. Notice of Mortgage.** 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 and Flat under Grounds 28 and 10 - 16 inclusive of the Housing Act 1988 and Ground 17 of the Housing Act 1996.

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

- a) the mortgagor is entitled to exercise a power of sale conferred by mortgage deed or by section 101 of the Law of Property Act 1925
- b) the mortgagee requires possession of the property to dispose of it with vacant possession

**16. Guarantee.** The Guarantor guarantees to the Landlord and Management Company that the Tenant will pay the Rent and comply with the obligations on the Tenant's part contained in this Agreement for so long as the Tenant remains bound by such obligations and the Guarantor will indemnify the Landlord and the Management Company against all losses damages costs and expenses suffered or incurred by the Landlord or Management Company through non-compliance by the Tenant with its obligations contained in this Agreement. The Guarantor must accept the nomination in the guarantor portal.

**NOTE:** A Guarantor is not required if paying the rent annually in advance.

**17. 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.

**18. Notice.** Under section 48 of the Landlord and Tenant Act 1987, the Tenant is hereby notified that notices (including notices in proceedings) must be served on the Landlord by the Tenant at the following address:

CityBlock, 21 Castle Hill, Lancaster, LA1 1YN

**19. The Landlord** hereby agrees to let the Room and the Tenant hereby agrees to take the Room for Rent, for the Tenancy period and in accordance with the conditions stated in this Agreement