

# ASSURED SHORTHOLD TENANCY AGREEMENT FOR FURNISHED STUDENT ACCOMMODATION

## PART A – PARTICULARS

Date

Landlord Downing Students (Exeter) Operator LP Inc

Landlord's Agent Downing Property Management Ltd of 5 Myrtle Street Liverpool L7 7DN Telephone:+44 151 7072666 Fax:+44 151 7072570

The Tenant

Home Address

Guarantor

Relationship to Tenant

Guarantors Address

The Property

Room Type

Tenancy Length

Tenancy Start Date

Tenancy End Date

Rent Details

Payment Schedule

## PART B – ABOUT THIS AGREEMENT

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- B.1 This Agreement creates an Assured Shorthold Tenancy under the Housing Act 1988. It is for the fixed term set out in the particulars in Part A. Possession will be recovered at the end of the fixed term and can also be recovered earlier if you breach this Agreement. This is explained in greater detail in part G – "Ending the Agreement".
- B.2 In this Agreement the following words shall mean:
- "Agreement"**  
means this agreement.
- "Landlord"**  
means the landlord named in the particulars in part A and any successor to them as owner of the Property.
- "Tenant"**  
means the tenant named in the particulars in part A and any successor to them including their estate.
- "Guarantor"**  
means the guarantor named in the particulars in part A and any successor to them including their estate.
- "Contents"**  
means the furniture, furnishing, fixtures and other items which are let with the Property under this Agreement and which are set out in any inventory given to you at or around the time of occupation.

Where the Landlord or the Tenant or the Guarantor for the time being comprises two or more persons, obligations expressed or implied to be made by or with them are deemed to be made by or with such persons jointly and severally. Words importing gender include all other genders, words importing the singular include plural and vice versa, and words importing persons shall be construed as importing a corporate body or a partnership and vice versa.

## PART C – WHAT YOU THE TENANT AGREE TO

### You agree with the Landlord

- C.1 Pay the Rent on the days and in the manner specified without any deduction or set off whatsoever.
- C.2 Pay the amount of all charges made for the use of the telephone, Internet/Broadband and Insurance upgrades and any further offers made available (if any) at the Property during this Agreement or a proper proportion of the sums demanded for the said utilities and facilities to be assessed according to the duration of this Agreement unless these are included in the Rent. You must pay all charges in respect of any television licence.
- C.3 To provide the Landlord a certificate of exemption for council tax or if the Tenant is not entitled to such a certificate to reimburse to the Landlord any council tax liability.
- C.4 Included in the rental price is a utility guarantee fee of £350. This guarantees that there will be no increase in the rental agreed regardless of any increase in utility prices during the term of the tenancy.

- C.5 Not to damage or injure the Property or make any alteration or addition to it. Any redecoration is to be made only with the prior written consent of the Landlord or the Landlord's Agent.
- C.6 To secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended.
- C.7 To keep the interior of the Property and the Contents in good and clean condition (damage by accidental fire and reasonable wear and tear excepted) and to immediately pay to the Landlord any costs or expenses incurred or suffered by the Landlord as a consequence of any breach of this and to keep the Property at all times well and sufficiently aired and warmed.
- C.8 To immediately pay the Landlord or the Landlord's Agent the value of replacement of Contents lost damaged or destroyed and not to remove or permit to be removed any Contents from the Property.
- C.9 To hand back the Property and Contents to the Landlord at the expiration or sooner determination of this Agreement in a clean state and condition and in accordance with all other obligations set out in this Agreement.
- C.10 To pay for any cleaning services that may be required to reinstate the Property to the same order that it was provided at the commencement of this Agreement including the washing or cleaning of all linen, bedding, carpets and curtains which shall have been soiled.
- C.11 To leave the Contents at the end of this Agreement in the same places in which they were positioned at its commencement.
- C.12 To allow the Landlord or any person authorized by the Landlord or the Landlord's Agent at reasonable times of the day on giving 24 hours notice (unless in the case of an emergency) to enter the Property for the purpose of viewing with prospective tenants, inspecting its condition and state of repair or for the purpose of repair or maintenance.
- C.13 Not to assign, or sublet, or part with or share possession or occupation of the Property, or let any other person live at the Property without the Landlord's written consent.
- C.14 To use the Property as a single private dwelling only and not to use it or any part of it for any other purpose.
- C.15 Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property.
- C.16 not to allow children to reside on the Property
- C.17 to only prepare and cook food in designated kitchen areas
- C.18 Not to do or allow or permit to be done in or on the Property any act or thing which may be a nuisance damage or annoyance to the Landlord or to the occupiers of any neighbouring premises, or which may void any insurance of the Property or cause the premiums to increase.

- C.19 Not to play any musical instrument or device and not to allow noise from a radio, TV, compact disc, tape or record player or sound production system of any kind or any machine or equipment to be heard outside the Property.
- C.20 Not to keep any animals or birds on the Property.
- C.21 Not to alter or change or install any locks on any doors or windows in or about the Property without the prior written consent of the Landlord.
- C.22 Not to use the Property for any illegal or immoral purposes.
- C.23 Not to allow or permit any illegal drugs to be kept in or consumed at the Property.
- C.24 not to use or store Nitrous Oxide, or laughing gas on the Premises
- C.25 not to smoke (including electronic cigarettes) on the property or in any common areas.
- C.26 Not to do or allow or permit anything to be done which may cause offence to or amount to any discriminatory behaviour, bullying or abuse towards any other person living, visiting or working in the vicinity of the Property on the grounds of race, religion, sex, sexual orientation or disability, it being agreed that the Tenant shall be and is responsible for the acts, omissions and behaviour of any of the Tenant's visitors and guests.
- C.27 To pay all fees expenses and costs on a full indemnity basis (including solicitor's, counsel's and surveyor's fees) incurred by the Landlord in preparing and serving any notice or letter on the Tenant or in connection with or arising from any breach of any of the obligations on the part of the Tenant contained in this Agreement whether or not court proceedings are taken.
- C.28 To notify the Landlord promptly after any event which causes damage to the Property or which may give rise to a claim under the insurance of the Property.
- C.29 Not to glue stick or otherwise fix anything whatsoever to the exterior or interior of the Property without the Landlord's written consent.
- C.30 To pay interest on any unpaid sums due to the Landlord at the rate of 3% above the base rate of the Bank of England from time to time.
- C.31 In common with the occupiers of the other rooms and flats in the building in which the Property is situated to be responsible for keeping the common areas in a clean and safe condition. In the event of a breach of this condition the Tenant will be responsible for a portion of any extraordinary costs incurred (payable upon demand) by the Landlord in cleaning or maintaining the common areas. That portion of the cost will be equal to the total cost of that cleaning and maintenance divided by the number of tenants contracted to use those areas.
- C.32 To dispose of any rubbish and refuse only in those areas so designated by the Landlord.
- C.33 To pay on demand any costs incurred by the Landlord in changing any locks or supplying new locks or keys to the Property as a result of damage or loss caused by the Tenant or any of the Tenant's visitors or guests.

- C.34 Not to use chips pans, deep fat fryers, candles or other naked flame appliances, refrigerators / freezers and electric / portable heaters (other than refrigerators, freezers and heaters provided by the Landlord).
- C.35 Pay upon demand for charges debited to the Landlords account in respect of returned or cancelled cheques.
- C.36 At the end of this Agreement the Landlord may remove (at the cost of the Tenant) and at no risk to Landlord or any agent any rented or personal belongings left at the Property. The Landlord may destroy perishable goods or items of health and safety concern (at the cost of the Tenant). The Landlord may remove any remaining items (unless the prior written consent has been obtained from the Landlord) and store them for a maximum of 7 days from the end of this Agreement and recharge storage costs at a commercial rate. The Tenant shall also be liable to pay any call out charges incurred by the Landlord either to give access for collection or charges made by any hire company.
- C.37 To permit the Landlord or his agent to provide information about the Tenant to the Local Authority and to representatives from any institution at which the Tenant is studying or working.
- C.38 To comply with all reasonable regulations and directives as the Landlord may from time to time make or give for the orderly convenient and proper management of the Property or any part or parts thereof and including (without prejudice to the generality of the forgoing) regulations and directives.
- C.39 That if the Property is either unavailable for occupation or rendered uninhabitable due to disrepair or any other reason then the Tenant agrees to be re-housed on a temporary basis in suitable alternative accommodation provided by the Landlord and to sign any temporary license agreement reasonably required by the landlord. The Tenant agrees not to claim any damages for any inconvenience that may be suffered as a result of any such move. It is agreed by the parties that any alternative accommodation will be supplied free of charge by the Landlord and the Tenant shall for any such period continue to pay the Rent under this Agreement.
- C.40 Not to keep Firearms, including air rifles, pistols and replicas, and any other sporting weapon, e.g. fencing swords, bows and cross bows or any items that could be classed as a weapon (and any type of ammunition) at the Property as these are prohibited in the accommodation.

## PART D – WHAT YOUR LANDLORD AGREES TO

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- D.1 Provided the Tenant shall pay the Rent and perform the obligations on its part, the Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or the Landlord's Agent.
- D.2 The Landlord must keep in repair the structure and exterior of the Property and keep in proper working order the installations for the supply of water, electricity, for sanitation and for space and water heating and 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.

## PART E – WHAT THE GUARANTOR AGREES TO

- E.1 The Guarantor covenants with and guarantees to the Landlord as principal debtor that the Tenant will pay the Rents and perform and observe all the covenants and obligations on the Tenant's part contained in this Agreement and that the Guarantor will pay and make good to the Landlord on demand all losses costs and expenses sustained by the Landlord through the default of the Tenant in observing or performing the Tenant's obligations including all legal costs.
- E.2 The liability of the Guarantor will continue notwithstanding (and will not be discharged in whole or in part by):
- a. Any forbearance by the Landlord to enforce against the Tenant the tenant's covenants in this Agreement.
  - b. Any legal limitation or incapacity relating to the Tenant.
  - c. The invalidity or unenforceability of any of the obligations of the Tenant.
  - d. The giving and subsequent withdrawal of any notice to determine this Agreement.
  - e. Any increase or reduction in the extent of the Property or in the rent payable under this Agreement or any other variation to this Agreement.
  - f. The disclaimer of this Agreement.
  - g. Any other act or omission of the Landlord or any other circumstances which but for this clause would discharge the Guarantor.

## PART F – THE DEPOSIT

- F.1 The Tenant must pay before taking up occupation the sum stated in the Particulars ("the Deposit"), to the Landlord's Agents to be held in a custodial deposit protection scheme administered by The Deposit Protection Service ("DPS") ([www.depositprotection.com](http://www.depositprotection.com)) as security towards the discharge or part discharge of any liability referred to in this clause. In the event that the Landlord and the Tenant have agreed that the Deposit is to be made up, in whole or in part, from a deposit transferred from a previous tenancy, then the Tenant agrees that if the Tenant is liable to the Landlord for any sums at the end of that tenancy then those sums shall be lawful deductions from that deposit prior to its transfer and
- F.2 The Landlord's Agent may retain from the Deposit:
- a. Any rent or other payments due from the Tenant to the Landlord, including advance rent that has fallen due, interest, legal or other costs.
  - b. Any sum The Landlord expends or incurs in remedying any failure by the Tenant to comply with his obligations under this Agreement.
  - c. 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: and
  - d. Any interest due under this agreement on any of the above at the interest rate from the date the payment is due to the date it is deducted from the Deposit.
- F.3 The parties agree that any dispute concerning the Deposit should be determined by the dispute resolution service provided by DPS and the parties hereby agree to be bound by any such determination.

- F.4 The parties agree that in the event that the Tenant wishes to enter into a further tenancy with the Landlord of alternative premises then the Deposit may, if the parties so agree in writing, be transferred within the deposit protection scheme administered by DPS for the benefit of the new tenancy. In the event that the Tenant is liable to the Landlord for any of the sums set out in F.2 a-d at the end of this Agreement, then the Tenant agrees that any sums that may be found to be due shall be lawful deductions from the Deposit prior to its transfer and that the Tenant will make good any shortfall in the deposit required for that new tenancy before taking up occupation of that new tenancy.

## PART G – ENDING THIS AGREEMENT

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- G.1 If and whenever during the Term:
- a. The rent under this Agreement is outstanding for 14 days after becoming due whether formally demanded or not.
  - b. There is a breach by the Tenant of any obligation or other term of this Agreement or
  - c. the grounds for possession in the Housing Act 1988 Schedule 2 Part Grounds 2 or 8 or any of the grounds in Part II of that Schedule 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 creditor 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.

## PART H - GENERAL INFORMATION

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- H.1 The Tenant is notified for the purposes of the Landlord and Tenant Act 1987 section 47 and 48 that the name and address of the Landlord is Downing Students (Exeter) Operator LP Inc, care of Downing Property Management Limited and whose address for service including service in proceedings is Third Floor, Cambridge House, Le Truchot, St. Peter Port, Guernsey, GY1 1WD.
- H.2 The Tenant hereby appoints the Landlord or its authorised agent at my attorney to sign any documents authorising the Local Authority or such similar statutory Body to pay any housing benefit to which the tenant is entitled directly to the Landlord or its authorised agent.
- H.3 Any notice served by the Landlord, (or their Agent on behalf of the Landlord) on the Tenant is deemed to be served on the day that it is sent if sent by email to the email address provide by the Tenant on their application [or any other email address as notified in writing by the Tenant to the Landlord].