

# ASSURED SHORTHOLD TENANCY AGREEMENT

For the letting of a furnished dwelling. This Agreement is intended to create an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988 (as inserted by the Housing Act 1996) and consistent with the Housing Act 2004, and the provisions of the recovery of possession by the Landlord/lady apply accordingly.

All shaded boxes should be completed where applicable. You should read this Agreement carefully before completion. **You are advised to take independent legal advice before signing if you are unclear about any of the terms of this Agreement.** Both the Tenant(s) and the Landlord/lady should keep a complete original signed copy in a safe place for their records.

## Parties

The Landlord/lady or Agent (PLEASE USE BLOCK CAPITALS)

Name DR ERICA FOGG t/a SNF  
Address SNF Office  
Gordon Hall, rear of 9 Carlton Road, Southampton, SO15 2HN

The Tenant(s) (PLEASE USE BLOCK CAPITALS)

Maximum number of Permitted Occupiers is

The Property is the dwelling house which is situated at and being

## Address of Property

## Definitions

Where the context admits

"The Landlord/lady" includes the persons for the time being entitled in reversion expectant on the tenancy

"The Tenant(s)" includes the persons deriving title under the Tenant

References to "the Property" include reference to any part or parts of the Property.

## Term

A Term certain

from and including 12 Noon 1<sup>st</sup> JULY 20

to and including 12 Noon 28<sup>th</sup> JUNE 20

## Period / Rent

12 payments of £

each payment due on the 1<sup>st</sup> day of the Calendar Month

Water Charge - / not included (delete as applicable)

## Summer Reduction in Rent

That the Rent payable from 20

and until 20

will be at the reduced rate of £ per Rent Period

First payment to be made on 1<sup>st</sup> day of JULY next

**Agreement** 1. The Landlord/lady lets and the Tenant(s) takes the Property for the Term at the Rent payable as above.

- Single or Joint Liability for Rent and Other Payment(s) or Cost(s)**
2.
    - a) If one Tenant only is party to this Agreement, that Tenant shall be liable for the Rent in the sum recorded above in this Agreement only and for a proper proportion of any other payment or cost arising under the terms of occupation of the Property. Where appropriate, any such proper proportion shall be assessed according to the number of Permitted Occupiers who are liable to pay rent as party to an Agreement(s) in respect of the Property in force at the time that any such other payment or cost arises.
    - b) If more than one Tenant is party to this Agreement, each Tenant shall be jointly and severally liable for both the Rent in the sum recorded above in this Agreement, for any other payment or cost arising under the terms of this Agreement and for discharging the Tenant(s) Obligations as set out below.

## THE TENANT(S) OBLIGATIONS

- Payment of rent and Other Charges**
3. The Tenant(s) agrees with the Landlord/lady that s/he or they will –
    - a) Pay the Rent at the times and in the manner specified.
    - b) Perform and observe any obligations on the part of the Tenant arising under the Local Government Finance Act 1992 or regulations made thereunder to pay Council Tax and indemnify the Landlord against such obligation which the Landlord/lady may incur during the tenancy by reason of the Tenant(s) ceasing to be resident in the Property.
    - c) Pay for all gas and electric light, power and water which shall be consumed or supplied on or to the Property during the Term of this Agreement, the amount of all charges made for the use of the telephone (if any) on the Property during the Term and a proper proportion of the amount of the rental or other recurring charges to be assessed according to the Term. The supplier(s) of these services may not be changed without obtaining the prior written consent of the Landlord/lady, such consent not to be unreasonably withheld.
- Damage or Alteration to the Property**
- d) Not damage or injure the Property or make any alteration to it or addition to it nor any part of the premises without the prior written consent of either the Landlord/lady or Landlord/lady's agent. Not do or suffer any act or thing to be done thereon whereby the fire insurance premium might be increased.
  - e) Preserve the fixtures and effects from being destroyed or damaged, and not remove any of them from the premises.
- Maintenance**
- f) Keep the interior of the Property during the Term in as good and clean a state of repair, condition and decoration as the Property is in at the commencement of the Term and make good all losses, damage and breakage to the Property which may occur during the Term, fair wear and tear and damage by accidental fire excepted.
  - g) Keep the drains and pipes of the Property clear, the chimneys swept and the garden (if any) cultivated in the same manner as when it was let.
- Preparation before giving up Possession**
- h) Leave the furniture and effects at the end of the Term of the Agreement in the rooms or places in which they were at the beginning of that Term.  
Pay for the washing (including ironing or pressing) of all linen and for the washing and cleaning (including ironing and pressing) of all bedspreads, blankets, carpets, upholstery and curtains which shall have been soiled during the tenancy, reasonable use nevertheless to be allowed for. Ensure that they are returned in the same condition as they were at the start of the Term.
  - j) On expiry or on the earlier determination of the tenancy deliver up the Property to the Landlord/lady in such condition and state as shall be consistent with the due performance of the Obligations of the Tenant(s) as contained within this Agreement.
- Last Day of Tenancy**
- k) Return all keys to the Student NO FEE Office by 12 Noon on the last day of the tenancy whether on its expiry or earlier.
- Landlord Access**
- l) Permit the Landlord/lady or any person authorised by the Landlord/lady in writing to enter the Property at reasonable hours in the daytime on giving 24 hours' notice in writing to the occupier(s) of the Property, for the purpose of viewing its condition and state of repair.
  - m) Permit the Landlord/lady or his/her agent at reasonable hours in the daytime to enter and view the Property with prospective tenants or purchasers on giving reasonable notice to the occupier(s) of the Property.
  - n) In the event that the Landlord/lady gives to the Tenant(s) written notice of any failure to carry out any repairs or other works which are the Obligations of the Tenant(s) under the Agreement, the Tenant(s) agrees to carry out such work within one month of receiving such notice or immediately in the case of emergency. Failure to comply will entitle the Landlord/lady or his/her agent to enter the premises and execute the said works and the cost of the works will be debt due by the Tenant(s) to the Landlord/lady or their agents and will be payable upon demand.
- Use of the Property**
- o) Use the Property as and for a private dwelling house only and not carry on or permit to be carried on upon the Property any profession, trade or business whatsoever.
- Annoyance to Neighbours**
- p) Not do or suffer to be done in or upon the Property any act or thing which may be a nuisance or annoyance to the Landlord/lady or the tenants or occupiers of any of the adjoining premises. The Tenant should not cause or permit other occupiers and visitors to behave in such a manner that causes any harassment, intimidation or discomfort to the neighbour(s) or the Landlord/lady with specific reference but not limited to the grounds of colour, race, national origin, religion, gender, disability, sexual orientation.

- Pets** q) Not without the prior written consent of the Landlord/lady keep on the premises any live animal.
- Subletting** r) Not assign, sublet or part with the possession of any proportion of the Property, nor take any lodgers, boarders or paying guests without the prior written consent of the Landlord/lady, such consent not to be unreasonably withheld.
- Statutory Notices** s) Inform the Landlord/lady immediately on receipt of any statutory notice served by a local authority in regard to the Property.
- Insurance** t) Be responsible for insuring his/her/their own personal belongings, including food in fridge/freezer in case of breakdown.
- Safety and Insurance** u) Not erect or fit a paraffin or oil burning heater, gas heater or mobile gas heater nor keep any combustible or inflammable substance or do or suffer to be done anything whatsoever whereby any insurance of the premises or the contents of the premises may become void or voidable or whereby the rate or premium for such insurance may be increased. The Landlord/lady to advise the Tenant(s) of such insurance limitations in writing.
- Addendum** v) Abide by the Terms in the attached Addendum

### THE LANDLORD/LADY'S OBLIGATIONS

- Quiet Enjoyment** 4. The Landlord/lady agrees with the Tenant(s) as follows –
  - a) That the Tenant(s) paying the rent and performing and observing all the agreements herein contained may quietly possess and enjoy the Property during the tenancy without unlawful interruption from or by the Landlord/lady or any person claiming through or under or in trust for the Landlord/lady.
- Maintenance and Repairs** b) That this Agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985 if applicable to the tenancy. The Landlord/lady agrees to maintain the premises and contents in good repair and to keep in good working order the provisions of electricity, gas, water and sanitation.
- Decoration** c) That the Landlord/lady shall be responsible for all internal and external decoration.
- Domestic Appliances** d) That the Landlord/lady shall be responsible for the repair of electrical appliances and white goods that he/she supplies. That electrical appliances and white goods are supplied and maintained in good working order.
- Tenant(s) Notice** e) That the Landlord/lady will accept 28 days Notice in writing of the Tenant(s) intention to vacate the Property before the expiry of the fixed term provided the signature of the Landlord/lady or agent appears in the box which is immediately below and forms a part of this clause.  
**If that signature does not appear in this box the Agreement will be for a fixed term.**

<b>Signature</b>	<b>Date</b>
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- Furniture and Furnishings** f) That the Landlord/lady warrants that all soft furnishings beds and mattresses supplied to the premises comply (if appropriate) with the provisions of The Furniture and Furnishings (Fire) (Safety) Regulations 1988 and The Furniture and Furnishings (Fire) (Safety) Regulations 1993.
- Gas Safety** g) That the Landlord/lady warrants that he/she will comply with the Gas Safety Regulations 1994 as amended by ensuring that a copy of the record in respect of any appliance or flue so checked is given to the Tenant(s) within 28 days of that check being carried out.
- Payment of Charges** h) To pay and indemnify the Tenant(s) against all assessments and outgoings in respect of the Property, except the Water Charge unless recorded as included under Rent above, except any Council Tax payable under clause 3 b) above and except any charges for the supply of gas or electric light and power and the use of any telephone.
- Deposit and Statutory Tenancy Deposit Protection** i) That the Deposit of £ shall be paid by the Tenant(s) on signing this Agreement and be retained as security for performance of the Tenant(s) Obligations and shall be repayable to the Tenant(s) only after the end of the tenancy.
- j) The Deposit shall be collected, safeguarded and administered in strict accordance with the terms of operation of the Tenancy Deposit Scheme named below. The Landlord/lady will provide prescribed information to the Tenant within 14 days of the Deposit being paid.

<b>Tenancy Deposit Scheme:</b>	Tenancy Deposit Solutions Ltd trading as My Deposits
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- Inventory** k) That the Landlord/lady will supply a copy of an inventory including a list of all furnishings, fixtures and fittings when this Agreement is signed.
- Property Unfit for Occupation and Use** l) If the Property shall be destroyed or damaged by fire or other insured risk (not due to the act, neglect or fault of the Tenant(s)) so as to be unfit for occupation and use, the Rent is hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Property shall again be rendered fit for occupation and use.
- Addendum** m) Abide by the Terms in the attached Addendum
- Forfeiture of Tenancy** 5. Provided that if the Rent or any part thereof shall be in arrears for fourteen days, whether expressly demanded or not, or in the case of any other serious breach by the Tenant(s) of the terms of this Agreement, the Landlord/lady may re-enter and take possession (subject always to any statutory control of the procedure) and terminate this Agreement without prejudice to his/her rights to recover all unpaid rent

and other damages liable through any other breach of the terms of this Agreement. The arrangements for repossession set out in section 21 of the Housing Act 1988 (as amended by the Housing Act 1996) apply.

**Advisory Notes to Tenant(s)**

6. The Tenant(s) should ensure that whenever the Property is left unattended (even for a short time) all windows and entrance doors shall be closed and all deadlocks or other locks or bolts fitted to such windows and doors shall be fastened securely. If unattended for a period of more than a week the tenants must advise in writing. The Tenant(s) should take adequate precautions to avoid damage from the freezing and bursting of pipes during the winter months. The Landlord/lady should advise the Tenant(s) in writing of any other action that should be taken during any periods that the Property is left unattended.

**Address for service of Notice**

7. Notice under Section 48 of the Landlord and Tenancy Act 1987. The Tenant(s) is hereby notified that notices (including notices in proceedings) may be served on the Landlord/lady by the Tenant(s) at the following address:

DR ERICA FOGG t/a STUDENT NO FEE SNF Office Gordon Hall, rear of 9 Carlton Road, Southampton, SO15 2HN
<b>This must be an address in England or Wales</b>

**Specified Works**

8. The Landlord/lady agrees to undertake the Specified Works outlined by the Date of Completion given in the box which is immediately below and forms a part of this clause. The Specified Works may be detailed on a separate Schedule of Specified Works and attached to this Agreement by the mutual consent of the Landlord/lady and the Tenant(s). If any such Schedule is attached, it must be explicitly referred to in the box which is immediately below and thereupon it becomes a material part of this Assured Shorthold Tenancy Agreement.

A copy of the Schedule must be physically attached to each original signed copy of this Agreement. Should the Specified Works not be completed in full by the Date of Completion, the Rent will be reduced to the Rent Amount, payable for each and each successive Rent Period, as stated in the box which is immediately below, from and excluding the Date of Completion to and including the last day of the Rent Period in which the Specified Works are completed as agreed.

<b>Specified Works</b>	
<b>Date of Completion</b>	
<b>Rent Amount</b>	£
<b>Rent Period</b>	Per Week / 4 Week / Calendar Month (delete as applicable)

SIGNED by the above named (THE LANDLORD/LADY)

<b>Signature</b>
<b>Date</b>

SIGNED by the above named (THE TENANT(S))

<b>Signature(s)</b>
<b>Date</b>

As **Witness** the hands of the Parties hereto the Day and the Year first written above.

# ADDENDUM

Schedule as referred to in the Agreement

## THE LANDLORD/LADY'S OBLIGATIONS

1. The inventory of the property is detailed below:

Together with furniture, carpets, curtains, equipment, fixtures and effects therein and more particularly specified in the inventory thereof. The furniture supplied by the Landlord/Lady consists of a bed, mattress, wardrobe, desk & chair in each bedroom, minimum of 4 soft furnishing seats per 5 tenants in the communal room, a washing machine & the equivalent of one large fridge/freezer (capacity 9.4 gross cu.ft.) per 5 people. Landlord provides TV aerial in the lounge only.

2. The Landlord will not be responsible for repairs, installation or activation charges with respect to any phone line.

## THE TENANT(S) OBLIGATIONS

3. Each tenant named on the tenancy agreement agrees:-

- a. **In the event of any instalment of rent remaining unpaid after 14 days then a late payment charge equivalent to 3% plus Bank of England base interest rate on a pro rata basis will be incurred and accrued against the deposit without further notice and without prejudice to any right or remedy of the Landlord hereunder. Rent received will in all cases be assigned to the longest standing arrears.**
- b. Permission shall be required for any form of wall fixings. Any marks/damage caused by the use of blu-tack or similar is not fair wear and tear and must be made good at the end of the tenancy period or will be subject to redecoration charges.
- c. Not to allow the smoking of tobacco, tobacco products or other prohibited drugs in or on the property. Cleaning is not always sufficient to eradicate smells. If there is evidence of smoking, such as stained walls or carpet you may incur costs to get these professionally decorated and/or cleaned.
- d. If any of the keys to the property which are in the possession of the Tenant are lost the Landlord will replace the lock(s) concerned and all associated keys with those of an equivalent standard of security at the Tenant's expense.
- e. To provide and use their own mattress protector.
- f. To ensure that no more than 10 visitors are allowed on to the property at any one time.
- g. To ensure all communal areas are kept in a tidy, clean and hygienic condition. In the event this condition is not complied with despite multiple warnings the Landlord reserves the right to instruct professional cleaners to clean the communal areas at the Tenant's expense.
- h. To take all reasonable precautions to prevent condensation by keeping the property adequately ventilated and heated (Government recommended room temperature of 18 degrees).
- i. All issues with regards to pest control problems that have been caused or contributed to by the Tenants, will be resolved at the Tenant's expense.
- j. To permit installation of Student NO FEE advertising boards for letting purposes.
- k. **IF THE RENT IS INCLUSIVE OF FAIR USAGE OF GAS, ELECTRICITY, WATER AND SEWERAGE. The first £1092 per tenant received will be assigned to cover fair usage of gas, electricity and water. The Landlord will accept as fair usage a cost of up to £21 per week per tenant for these services and reserves the right to reclaim from the tenants any excess above that figure. No freestanding electric heaters or tumble driers can be installed without the permission of the Landlord.**

We have read and accept all conditions of this Addendum

SIGNED by the above named (THE LANDLORD/LADY)

Signature

Date

SIGNED by the above named (THE TENANT(S))

Signature(s)

Date