



Assured Shorthold Tenancy Agreement (For letting of a residential dwelling)

Notices:

This Tenancy Agreement is a legal and binding contract. The Tenant(s) is/are responsible for full payment of the Rent for the entire agreed term. The Agreement may not be terminated early unless the Agreement contains a break clause, or written permission is obtained from the Landlord.

Where there is more than one Tenant, repairs can be enforced against all the Tenants jointly and against each individually. The total sum of the Security Deposit and the first month's Rent must be paid 7 days prior to the start date of this Tenancy Agreement for keys to be collected for access to the Property. The total sum of rent due is not automatically or equally divisible by the number of Tenants.

If you are unsure of your obligations under this Agreement, then you are advised to take independent legal advice before signing this legally binding agreement.

This Agreement is made:

Landlord:

Managing Agent: SDW Housing Management (Trading as Student Housing York), 4 Wharton Road, Stamford Bridge, York, YO41 1PN.

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

Tenants (Please state room number next to name):

Property Address:

Tenancy Start Date :

Tenancy End Date:

Duration:

Room Charges (Per Week):

Total Rent Due:

(Total rent due over the length of the agreement)

The total rent due is due in advance payments. With the 1st payment being 6 weeks rent paid in advance, 7 days before the tenancy start date. The further 3 payments are to be made each semester in advance. (For tenancies that run across two academic years rent is to be paid in 7 instalments). Rent is to be paid in accordance with your payment schedule which will be provided prior to tenancy start date. The deposit is due 14 days before the tenancy start date.

Deposit:

(Per person)

Utilities: Inclusive

Utilities Included: Gas (If Applicable), Water, Electricity, Sewerage, Wi-Fi, TV License

Utility Limit: £520 per person per annum

Student Housing York operates a 'fair usage' policy in line with other letting agents in the area. This allows for a generous amount of usage on all utilities stated above. Student Housing York will monitor your usage and give sufficient warning to all tenants if they are likely to exceed their allowance, taking into account winter/summer usage indifferences.

- 1. The Landlord Lets and the Tenant takes the Property for the Term at the Rent payable as above.**
- 2. The Parties agree that it is their intention to create an assured shorthold Tenancy Agreement within the meaning of the Housing Act 1988 as amended by the Housing Act 1996.**

(Meaning: The Agreement is for a specific time only. After the Agreement expires the Landlord can regain possession of the Property).

3. THE TENANT AGREES WITH THE LANDLORD TO:

3.1 Pay the Rent on the day specified by the Landlord's Agent.

3.2 Pay the Security Deposit on the date specified by the Landlord's Agent.

3.3 If utilities are 'Inclusive', the Landlord shall pay all reasonable Electricity, Gas, Water, Sewage, Wi-Fi, and TV License charges for the duration of the tenancy. A maximum allowance per annum is supplied for the entire Property. Should this figure be exceeded the Landlord reserves the right to levy a charge to cover the additional cost. Student Housing York will monitor their usage and give sufficient warning if they are likely to exceed their allowance.

3.4 The Tenant agrees to pay any council tax charge

(Meaning: If a Tenant ceases to become a student for Council Tax purposes (for example 20 hours of study per week or less they shall no longer be entitled to a Council Tax exemption. The Landlord will not require to pay any Council Tax charges).

USE OF THE PROPERTY:

3.5 Not to assign, sublet or part with the possession of the Property or let any other person live at the Property.

(Meaning: You can't Rent out any spare rooms or communal spaces without prior written permission from the landlord or letting agent).

3.6 Not to carry out any profession, trade or business or take in lodgers or paying guests at the Property or put up any notice boards or other notices or use the Property for any purpose other than as a private residence.

(Meaning: You may not open a bar, restaurant or other business in your living room. The Property is only to be used as a residential dwelling).

3.7 Not to do or allow at the Property anything which is illegal or anything which may be or become a nuisance or annoyance to the Landlord, the Tenants or occupiers of any neighbouring premises.

(Meaning: Don't break the law and please respect your housemates and neighbours).

3.8 Not to do anything which may increase the insurance premium on the Property, or which may cause any insurance of the Property to become void.

(Meaning: Do not leave doors unlocked and windows open when not at the Property).

3.9 Not permit smoking inside the Property by Tenants or guests. If smoking has occurred and damage has been sustained to the interior of the Property or its contents, the Tenant is liable for the cost incurred by the Landlord to have any discoloured decorations or damage to the fixture and fittings professionally redecorated, cleaned or replaced. This includes deep cleaning charges if the smell of smoke is still present after regular end of tenancy cleans.

4. CONDITION:

4.1 Keep the Property clean and keep the interior of the Property in good repair and condition and not damage the furniture and contents nor remove any of them from the Property, nor move the furniture from its original position. Tenants agree that on inspection of the property the Landlord and or Managing agent may request additional cleaning is completed, if this request is ignored the tenants agree to pay reasonable cleaning charges associated with a professional clean.

(Meaning: You will be responsible for the cost of any damage to the walls, doors, windows or furniture provided by the Landlord. It is important that you check the photo inventory when you move in so that you and the Landlord both know what furniture was in the house and the condition. If there is anything missing from the photo inventory you should highlight this with Student Housing York and we will add it to the inventory. This must be highlighted in the first 7 days of your tenancy.

4.2 Replace all broken glass in doors and windows damaged during the Term.

4.3 Not redecorate the Property without written consent of the Landlord.

(Meaning: Please do not repaint the inside or outside walls of the Property without written permission of the Landlord who may also wish to approve any colours).

4.4 Not to glue, stick or otherwise fix anything to the exterior or interior of the Property without written consent of the Landlord or Managing Agent. The use of "blu-tack" and similar products is strictly prohibited.

(Meaning: Please do not glue posters to the walls! The use of blu-tack is not permitted. Please ask the Managing Agent if this will be allowed prior to doing so, other products such as command strips by 3M offer a damage free guarantee, however the landlord may levy charges regardless of a products guarantee).

4.5 Keep the garden, driveway, pathway, hedges, rockeries neat and tidy and do not remove any trees or plants. (Meaning: Keep the exterior of the Property free from rubbish. Please ensure that you only leave bins out on refuse day. The Council can charge for bins left out after refuse day. The Landlord will not be responsible for these costs).

4.6 To allow access to the Landlord or his/her Managing Agent or Third-Party Agent at reasonable times of the day upon receiving 24 hour's notice (unless in the case of an emergency) to inspect and view the Property and its condition and repair.

(Meaning: We may require access to the Property for maintenance or inspection purposes. We will aim to give you 24hrs notice. If mutually agreeable between the Tenant and the Landlord / Managing Agent 24hrs notice will not be required).

4.7 To immediately report maintenance work to the Landlord or his/her Managing Agent, including damage to the Property or furniture.

(Any unnecessary call out requiring staff involvement will incur a minimum £50.00 charge. Eg. Calls out of office hours for lock-outs).

4.8 To ensure that the Property is properly ventilated and to allow through circulation of fresh air at regular intervals and to be responsible for removing, cleaning and leaving in good order any areas of blackness caused by condensation or lack of proper ventilation.

4.9 Not fix or suffer to be fixed the exterior or windows of the Property any notice board, notice, sign, advertisement or poster.

4.10 Not cause or unreasonably permit any blockage to the drains and pipes, gutters and channels in or about the Property. Common causes of blockages for which the Tenants would be responsible include putting fat/oil down the sink, failure to remove hair from plug holes and flushing inappropriate things (such as sanitary towels) down the toilet.

4.11 Not add any aerial, antenna or satellite dish to the Property without the Landlord's consent, which will not be unreasonably withheld. It is the Tenants responsibility to remove any such aerial, antenna or satellite dish at the end of the Tenancy or be liable for the cost of removal.

4.12 Not change the locks, (or install additional locks) to any doors in the Property, nor make additional keys for the locks without the Landlords consent, which will not be unreasonably withheld. All keys are to be returned to the Landlord at the end of the tenancy. Any loss of keys must be reported to the Landlord within twenty-four (24) hours. The Landlord can either supply new keys at the cost of £25.00 per key to the Tenant(s) or change the locks at a minimum cost of £75 per door to the Tenant(s).

4.13 Pay the Landlord for the reasonable cost of replacing the locks and cutting new keys if any keys are not returned when the Tenants move out.

4.14 Regularly test all smoke detectors and alarms and if necessary, replace the batteries. Lightbulbs are also consumables and it is the Tenants responsibility to replace these.

4.15 Not keep, use or permit to be used and oil stove, paraffin heater or other portable fuel burning appliance, or other appliance against the terms of the insurance of the Property, except as provided by the Landlord.

4.16 (If applicable) be responsible for any additional TV licenses required from bringing your own TV.

4.17 Not to prop open any fire doors in the Property except by any built-in system that closes them in the event of a fire and not disable or interfere with any self-closing mechanism

4.18 Forward any correspondence addressed to the landlord and other notices, orders and directions affecting the Landlord to the Landlord without delay.

4.19 Not without the prior consent of the Landlord, keep or suffer to be kept in the Property any cat, dog, or other pet. If breached the tenant agrees to pay a £250 charge for cleaning and or flee treatment of the property.

4.20 Not to leave the Property vacant for more than 28 consecutive days without notifying the Landlord or his/her Managing Agent.

4.21 To ensure that when you leave the Property during the Term unattended that you have ensured that all windows and doors have been locked and bolted (Where applicable).

4.22 Deliver up the Property to the Landlord at the end of the Tenancy in the same good, and clean state of repair, condition and decoration as they were in at the commencement of the Term (fair wear and tear and damage by accidental fire excepted).

4.23 Not take in any lodger or paying guest without the prior written consent of the Landlord.

4.24 To pay the Landlord's costs in connection with any breach by the Tenants of this Tenancy.

4.25 Pay any excess on the Landlord's insurance if the claim results from the negligence, misuse or failure to act reasonably by the Tenants or any of his/her visitors or friends.

4.26 Pay and arrange for the removal of all vermin, pests and insects, if infestation begins during the term, woodworm and wood-boring insects excepted, unless such infestation occurs as a failure of the Landlord to fulfil his repairing obligations.

4.27 Pay any costs incurred by the Landlord if, contrary to the terms of this agreement, the Tenant permits the Property to be Occupied as a House in Multiple Occupation under the Housing Act 2004, any Local Authority directives or decisions or, contrary to the terms of this agreement, uses the Property in such a way as to require it to be licensed. This will usually happen if the Tenant permits additional people of any age, to live in the Property.

4.28 Pay the costs of any court action taken for possession of the Property or breach of Tenancy, Rent arrears, as provided for in the court's judgment.

4.29 Where the Tenants request a repair and on inspection the problem has been caused by a failure on part of the Tenant (for example drains blocked by the Tenants waste) the Tenants agree to be responsible for the reasonable cost of the contractors visit.

4.30 Should this Tenancy Agreement be formed in the name of a single Tenant; it is agreed that the responsibility to act in a Tenant like manner is jointly held in relation to the communal areas by all occupants of the Property. As such, should there be any deductions sought from the Security Deposit at the end of the Tenancy in connection to communal areas, the costs will be shared equally between all occupants.

**4.30 To report all maintenance immediately via the Agents website at:
www.studenthousingyork.co.uk/maintenance-request**

5. THE DEPOSIT:

5.1 The Managing Agent will arrange for the Tenant's Security Deposit (if any) to be protected by an authorised Tenancy Deposit Scheme in accordance with the provisions of the Housing Act 2004 within fourteen (30) days of receipt, and comply with the rules of the Tenancy Deposit Scheme at all times. (Meaning: All Security Deposits are either stored with the DPS (Deposit Protection Scheme) or 'MyDeposits'. You will receive an email with a Repayment ID please print this email and keep it safe. You will require your Deposit Repayment ID at the end of the term of this Agreement.

6. FORFEITURE:

6.1 Provided that if the Rent or any part thereof shall be in arrears for fourteen (14) days after the same shall have become due whether legally demanded or not if there shall be a breach of any of the obligations on the part of the Tenants, the Landlord may re-enter the Property or any part thereof and immediately thereupon the tenancy shall absolutely determine without prejudice to any other rights and remedies of the Landlord.

7. LANDLORDS OBLIGATIONS:

7.1 The Landlord agrees with the Tenants as follows:

7.2 To pay and indemnify the Tenants against all rates, assessments and outgoings in respect of the Property.

7.3 That the Tenants paying the Rent and performing the obligations on the part of the Tenant may quietly possess and enjoy the Property during the Tenancy without any unlawful interruption from the Landlord or any person claiming under or in trust for the Landlord.

7.4 The Landlord shall provide the Tenant with suitable means of access to and egress from the Property.

7.5 The Landlord shall insure the Property and Contents to their full value against loss or damage by the Insured Risks and shall provide a copy of the insurance cover to the Tenant if requested. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure the Tenant's own possessions. Any claim against the insurance for tenant damage is to remain at the landlords discretion.

7.6 The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.

7.8 Keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows). Keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and keep in repair and proper working order the installations in the Property for space heating and heating water.

7.9 The Landlord shall keep in repair the cooker, washing machine, tumble dryer, fridge, freezer and dishwasher if these appliances are at the Property and provided by the Landlord, and shall be repaired or replaced within a reasonable time.

7.10 The Tenancy includes the Landlord's fixtures and fittings, furniture and effects as specified in the Property's General Statement of Overall Condition and Inventory.

7.11 The Landlord shall not be required to:

- (a) Carry out any works or repairs for which the Tenant is liable by virtue of this agreement; or**
- (b) Keep in repair or maintain anything which the Tenant is entitled to remove from the Property.**

8. MISCELLANEOUS:

8.1 *References to the masculine gender include the feminine; to the singular include the plural; and to 'Month' referring to calendar month.*

8.2 *Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.*

8.3 *A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.*

8.4 *A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.*

8.5 *A reference to an agreement is a reference to this agreement.*

8.6 *A reference to writing or written includes fax and email.*

9. SPECIAL TENANCY CONDITIONS:

9.1 *There shall be incorporated into this Agreement such of the provisions set out below in this Condition.*

9.2 *The Tenants must not play any musical instrument or use any sound reproduction equipment so as to be a cause of annoyance or disturbance to adjoining residents and without prejudice to the generality of the foregoing not between the hours of 11.00pm and 9.00am to play any such instrument or use any sound reproduction equipment so as to be audible outside the Property.*

9.3 *The garden is to be kept neat and tidy and free of refuse and items that may cause offence to neighbours and all refuse to be stored so as not to attract pests or vermin and be placed in the appropriate area on the day ready for collection by the Local Authority.*

9.4 *No illegal drugs to be used or kept on the Property at any time.*

9.5 *Any bank charges incurred by the Landlord, as a result of misrepresented or returned cheques or reversed standing order payments due to the Landlord may be recovered from the Tenant*

9.6 *If the Rent or any other money due to the Landlord from the Tenant under the terms of the Agreement is unpaid 3 days after it was due the Landlord will claim interest under s.69 of the County Court Act 1984 at the rate of 8.0% p.a or any subsequent rate change by legislation.*

9.7 *If any Rent is unpaid 14 days after it was due (whether legally demanded or not) or the Tenant fails to comply with any obligations under this Agreement or any of the following Grounds under Schedule 2 of the Housing Act 1988 apply namely Ground 2, Ground 8 or Grounds 10-15 inclusive the Landlord may re-enter the Property and end the Tenancy (without affecting any right of the Landlord to claim any arrears of Rent or to claim for any other obligation owed to the Landlord under this Agreement).*

9.8 If the Tenant(s) leave any possessions at the Property after the Tenancy ends, the Landlord may remove them and dispose of them by any means. The Landlord may deduct any removal expense from the Security Deposit held or forward invoices for payment.

9.9 Any notice under this Agreement shall be in writing and be served on the Tenant(s) at his/her last known address or by sending it by registered post or recorded delivery, or via SMS or Email via supplied information.

9.10 At the end of the Tenancy the inspection will be carried out after the Property has been vacated by all Tenants, and all keys are returned to the Landlord with the outgoing Tenant(s) forwarding addresses.

9.11 The Tenant(s) must ensure all Rental payments are paid on the day due.

9.12 The Tenant(s) are to be responsible for the payment for all utility bills over the agreed limit of £520 per tenant.

9.13 The Tenant(s) must ensure that any final outstanding Council Tax accounts are paid and closed.

9.14 Any use of naked flames including, but not exclusive to candles, incense sticks or other are strictly prohibited.

9.15 The Landlord reserves the right to terminate this Agreement should the Tenant be unable to supply a suitable Guarantor or if the Guarantor supplied proves to be unacceptable. This clause cannot be instigated by the Tenant. If the Landlord wishes to exercise the clause it will only be deemed executed if provided in writing by the Landlord or His/Her Agent.

9.16 If the Property benefits from an internet service provided by the Landlord, there will be no reduction in Rent or Compensation should the Tenant choose not to use the facility. There will be no deduction in the Rent should the service be restricted, suspended or de-activated by the Internet Service Provider the Tenant shall not be due any compensation in this case. If internet is provided by the landlord, the internet is deemed to be provided free of charge and does not form part of the rent and can be removed at any time. An internet connection is provided only, the Landlord and Managing Agent cannot guarantee full property Wi-Fi coverage.

9.17 If the Property benefits from the inclusion of a Television License, a single License to the Property is provided only.

9.19 For the purposes of S.48 of the Landlord and Tenant Act 1987 the Landlord's address for service of notices is 4 Wharton Road, Stamford Bridge York, YO41 1PN.

9.20 Should this Agreement be in the name of a single Tenant residing in a Property on a house share basis with shared facilities, it is agreed that the responsibility for all communal areas is joint and several in nature absolutely.

9.21 This is a Joint Liability Agreement, all tenants are to be equally liable for the 'Total Rent Due'. The Tenants agree to arrange any rent disputes between themselves and offer up the rent owed upon request of the agent.

9.22 Where one tenant fails to make payment of their 'Suggested Room Charge' all other tenants agree to immediately make payment of rent and or security deposit to the landlord upon request.

9.23 The Tenant is to agree and understand that the property and this tenancy agreement is in no way connected to any University, Subject, Course or Enrolment state of any tenant

9.24 This Agreement is subject to additional terms which are available to view on The Managing Agents website at http://student-housing/terms_and_conditions/ast/.

9.25 A list of potential charges associated with this Tenancy Agreement are available via Student Housing's Website at http://student-housing.co.uk/terms_and_conditions/ast/charges.

9.26 This Agreement contains no specific break clause.

9.27 Upon signing this agreement the tenant(s) will not be able to terminate the agreement.

9.28 Upon Request a break clause may be offered to you on the conditions that a satisfactory replacement tenant is found to take over the obligations of the original tenant and a £395.00 Tenancy Severance fee is paid. More details on the severance procedure can be found online at www.Student-Housing.co.uk/Severance

9.29 The tenant(s) agrees to allow the Landlord and the Managing Agent unrestricted access to all areas within the property during the first two and last two weeks of the tenancy to carry out maintenance works, refurbishment, redecoration and other general property improvements.

10. UTILITIES (If Applicable)

10.1 If the property benefits from Utilities included in the rent (as identified on page 2 of this agreement) the Landlord will pay all reasonable charges the utilities selected on page 2 up to the total Utility Limit as agreed.

10.2 The Landlord will not refund tenants for usage under the agreed Utility Allowance set on page 2.

10.2.1 The Landlord will not refund tenants for non usage of utilities.

10.3 The Landlord will choose his/her own utility suppliers and may change suppliers throughout the year.

10.4 Utility Limit includes bills or invoices provided by the supplier for standing charges, unit rates, flat rates and standard charges. It may also include renewal fees and exit fees if charged by the existing supplier.

10.5 Where the property benefits from a TV license, the Landlord will provide any required license for the property. This is included free of charge and does not affect the utility limit.

10.6 TV Licenses can be obtained by either Domestic or Commercial Licensing. Tenants are to be aware that any 'reminder letters' are the sole responsibility of the landlord and must forward any reminder letter immediately to either the Landlord or The Managing Agent.

10.7 Where the property benefits from 'Wi-Fi' the landlord will supply a sole internet connection to the property. This connection will normally be wireless.

10.7.1 Where the landlord has provided Wi-Fi or an Internet connection, this connection is provided free of charge to the tenant(s). Whilst the landlord provides the connection in good faith, the landlord cannot guarantee the reliability, speed or coverage of the connection.

10.8 The Landlord does not guarantee full property coverage. Tenants are advised to purchase their own additional networking equipment for their own needs.

10.9 Any internet connection provided by the landlord carries no speed guarantee and only an advertised "Up To" speed as provided by the Internet Service Provider. Although tenants should expect a wired minimum download speed of 22mbps and a wireless minimum download speed of 0.1mbps.

10.10 The Tenant(s) agrees not to change any network settings, SSID or Wireless channel of the router without the express written permission of the landlord.

10.11 The Tenant(s) agree not to install any fixed, or loose networking cables to or through any internal or external wall. The Tenant(s) further agree to ensure no networking cables are to be left on the floor creating a trip hazard within the property.

11 DATA PROTECTION:

11.1 The Tenant hereby authorises and requests SDW Management (The 'Managing Agent') to release any information held about the Tenant(s) to the Landlord of the Property.

11.2 The Managing Agent undertakes with the Tenant that it will treat all information held about the Tenant secure at all times in accordance with ICO (Information Commissioner's Office) Reg No: ZA130918.

11.3 By signing this Tenancy Agreement the Tenants accept that, pursuant to Sections 47 & 48 (1) of the Landlord and Tenant Act 1987, the Managing Agents address for the service of notices (including notices in proceedings) is as follows: SDW Management (Trading as Student Housing York), 4 Wharton Road, Stamford Bridge York, YO41 1PN.

11.4 The Managing Agent and or Landlord may provide contact details of the tenants to responsible 3rd parties such as the City Council, Government Body, 3rd Party Tradesmen in the normal course of business.

Signed:

Date:

(By the landlord or on behalf of the landlord by the managing agent)

Signed:

Date:

(By the tenant)

NOTICE:

This agreement is legally binding. Upon signing this agreement, you will not be able to withdraw from your obligations under this tenancy.

If you wish to withdraw, the Landlord or Managing Agent may offer you the opportunity of severance. Details of our severance procedure can be sent under separate cover.

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