

Assured Shorthold Tenancy Agreement

Landlord

Management Company

c/o Collegiate AC Ltd, Home Farm, School Road,
Ardington, Oxfordshire, OX12 8PD

This agreement is made between the Landlord detailed above and the Tenant detailed below.

The Tenant

Name

Address

Phone Number

Mobile Number

Email Address

University

Course

The Guarantor

A UK based guarantor is required for all tenants wishing to pay by instalments, if you are paying the full rent in advance to moving in then a guarantor is not required

Name	<input type="text"/>
Address	<input type="text"/>
Phone Number	<input type="text"/>
Mobile Number	<input type="text"/>
Email Address	<input type="text"/>
Guarantor DOB	<input type="text"/>
Guarantor NI Number	<input type="text"/>

Property Details

Property Name	<input type="text"/>
Address	<input type="text"/>
Room Number	<input type="text"/>
Room Type	<input type="text"/>

1. Term and Rent Charges

Tenancy Dates

Residential Period (12 noon)

Booking Fee / Deposit

The Booking Fee is a non refundable fee required to secure your room.

This will then transfer to your security deposit upon commencement of your tenancy agreement.

Weekly Rate

Total Weeks

Total Rent

Payment Option Selected

Instalments

Instalment Amount and Payment Date

1st Instalment

2nd Instalment

3rd Instalment

Other charges

Car Parking

Utility Bond

Internet

- 1.1. The Landlord lets and the Tenant takes the Room and together also in common with others the Property for the Term at the Rent and this Agreement creates an assured shorthold tenancy within Part 1 Chapter II of the Housing Act 1988 as amended by Part III of the Housing Act 1996 and the provisions for the recovery of possession by the Landlord in section 21 of the Housing Act 1988 apply accordingly AND the Landlord further gives notice to the Tenant that the tenancy may be brought to an end and possession of the Room and the Property be recovered on one or more of grounds 2, 8, 10 to 15 or 17 of Part I of the Schedule 2 of the Housing Act 1988 prior to the expiry of the fixed term.
- 1.2. The allowance for the payment by way of three instalments is made on the express condition that each payment is made in full on or before the relevant due date. If any payment is missed or if any payment is not made in full then the Landlord reserves the right to demand full payment of the total outstanding amount for all three instalments immediately without further notice needing to be sent and if the payment of the full amount is not received the Landlord would have the ability to terminate this agreement.
- 1.3. Included in the rental price for the term of this agreement is an allowance towards energy costs of £250 any additional costs incurred for energy (Water, Electricity, Gas) will be payable by the tenant named in this agreement. These costs will be monitored by the accommodation team and notification of your energy consumption will be issued on a monthly basis.
- 1.4. Tenants are responsible for paying any council tax that is due during the dates of this tenancy agreement that are not classified under the Student Exemption Notice, you must obtain an exemption notice and provide a copy of this to the management office. Any Council Tax that is liable for any period covered under the dates of this agreement must be paid by the tenant.

Rent is always due in advance; if you fail to pay your rent in advance then the Accommodation Team will begin the arrears collection process. Failure to pay rent will result in Court Action being taken; this will be at full cost to the tenant and will be added onto your outstanding balance.

2. Deposit

- 2.1. It is agreed that the booking fee will convert to a Deposit at the commencement date of the Tenancy Agreement and that this deposit will be held by the Landlord in trust as security against any damage to the property or any shared or common parts (fair wear and tear expected), any damage to the furnishings or other equipment provided (fair wear and tear) and any unpaid rent or other charges incurred during the duration of the tenancy. The Balance of the Deposit to be paid to the tenant as soon as reasonably possible after the termination of the tenancy, less any reasonable costs incurred for the breach of any obligation as agreed by the appropriate deposit scheme, details of these are provided to the tenant upon commencement of the agreement.
- 2.2. The deposit is registered with myDeposits, Ground Floor, Kingmaker House, Station Road, New Barnet, Hertfordshire, EN5 1NZ.
Telephone No. 0844 980 0290 www.mydeposits.co.uk/tenants
- 2.3. The Deposit is held by the Landlord's Agent, in a separately designated deposit account of the Landlord. Any interest earned on the Deposit belongs to the Landlord.
- 2.4. The Deposit amount (as stated on page 3) is paid by the Tenant to the Landlord's Agent (Collegiate AC Ltd), acting on behalf of the Landlord.
- 2.5. Upon moving into the Room, the Tenant must check that the supplied Inventory is accurate and must sign and return the Inventory to the Management Company within 7 days of moving into the Room. If the inventory is not signed and returned then the tenant accepts that it is correct as supplied.

As a tenant at the development, your deposit is secured in a Tenant Deposit Protection Scheme (TDPS). This ensures that your deposit is held in trust and in the event that any disputes occur your dispute will be managed under the TDPS rules.

3. Termination of the tenancy

- 3.1. The tenant will arrange a suitable time with the Managing Agent for an inspection of the room (detailed on page 1 of this agreement), the Managing Agent must tell the Tenant within 10 working days of the end date on the Tenancy Agreement if they propose to make any deductions from the deposit.
- 2.2. If the Tenant signs the vacating inspection sheet by way of agreement as to the amount of the Deposit to be returned, the Deposit will be returned within 14 days. If the Tenant vacates without arranging an inspection, the Landlord's Agent will return the Deposit net of any deductions that the Landlord's Agent identifies as appropriate within 14 days.
- 2.3. If the Tenant disputes any deductions that have been made from the Deposit, these should be notified to the Management Company within 10 working days. The Independent Case Examiner (ICE) of myDeposits (MD) may regard failure to comply with the time limit as a breach of the rules of MD and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- 2.4. If, after 10 working days following the notification of a dispute to the Management Company and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to Clause 3.5 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- 2.5. The Statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by this clause 3.

If any of the following clauses are breached you will be asked to attend a meeting with the Accommodation Team to discuss actions going forward, please read the following section very carefully to ensure that you understand. Breaching of any of these clauses could result in the Termination of your agreement at full financial cost to the tenant.

In the event that you want to terminate your tenancy agreement, you will need to find another tenant to replace you and take over your tenancy agreement. You tenancy period is for the duration stated on the front of this agreement; whomever takes over must take over for the remaining period – A £50 admin fee will apply in the event that you wish to move out earlier than the date on your tenancy.

4. The Accommodation

4.1. The Tenant will:

- a. The tenant will agree to adhere to and obey the Rules and Regulations of the Building as may be varied from time to time and notified to the tenant or exhibited at the main office of the building.
- b. Pay the rent in the manner due and at the times specified regardless of whether this is demanded or not.
- c. Keep the interior of the property together with all fixtures and fittings of the property and the Landlord's contents in good repair and condition and not to alter the Property or make any holes or affix anything to the walls ceiling and floors of the property (Pictures, posters or other articles).
- d. Not to change the neither internal nor external colour of the Property.
- e. Not to carry on any trade, profession or business, on or from the Property and to use the Property as a single private residence only in the occupation of the tenant.
- f. Not to assign or sub-let the Property or any part thereof, or permit any other person to reside in or occupy the property.

“Sub-letting” means renting the Room to another person or persons. “Assigning” means transferring rights under this Agreement to another person or persons.

- g. Not to keep any animal, bird or reptile on the Property.
- h. Not to cause or allow any visitors to cause a nuisance or annoyance to other persons/tenants in the residence.
- i. Be responsible for their own washing up, clearance of debris, grease and spillages. Tenants must clean the refrigerator interior and place rubbish in the centrally located bins provided.
- j. Will remove waste on a regular basis to ensure hygiene standards and avoid odours.
- k. Remain responsible for any visitors that they bring into the development; this will include any actions that the visitor may undertake to cause damage to any part of the development.

- l. Not to commit or allow any visitor to commit and form of:-
- Criminal offence
 - Harassment or threat of harassment on the grounds of race, colour, religion, sex, sexual orientation or which may interfere with the peace and comfort of, or cause offence to, any other tenants, and visitor, any employee of the Landlord or his agents or his contractors.
 - Nuisance or intimidation or physical, verbal or written abuse against other tenants, visitors, any employee of the Landlord or his agents or his contractors.
- m. Not to permit or suffer any television, hi-fi, radio, musical instrument, or other sound producing equipment to be audible outside the Property between the hours of 10.30pm and 7.00am and nevertheless outside those hours not to be a nuisance or annoyance to any neighbouring property.
- n. Not to permit or suffer to be done any act or thing which may render void or voidable any policy of insurance on the Property or the building or any part thereof or which may cause an increased premium to be payable in respect thereof and to repay to the Landlord on demand any sums from time to time paid by way of increased premium and further not to keep any combustible or offensive goods, provision or materials in the Property and not to use a paraffin or portable gas heater or candles within the Property.
- o. Not to allow any other person into occupation other than the named Tenants
- p. Not to allow drugs of any sort to be taken or used on the Property except as may be authorised or prescribed by a duly qualified Medical Practitioner.
- q. Not to make or have made any duplicate keys to the Property nor to replace or add any new locks to the Property, and report any loss of keys/fob/swipe card to reception and not to mark the keys with anything that relates it to the development or your room.

This is so that if keys are lost, they cannot be identified with the Flat to which they belong.

- r. Not to erect or permit to be projected outside of the property any wireless/satellite dish or television aerial.
- s. Not to use or permit to use any fridge, freezer, storage heater, fan heater, convection heater or similar item in any bedroom.
- t. Not to cover or obstruct in any way the air vents in the property

- u. Not to remove any door closers
- v. Not to tamper with any fire fighting/prevention equipment this includes fire extinguishers, fire blankets, and fire alarms, smoke detectors, not to obstruct any Fire Doors or fire exit routes or disconnect automatic door closures.

It is an illegal offence to tamper with any fire fighting/prevention equipment and could result in prosecution. The fire equipment is there for your safety.

- w. Not to open the windows past the set restrictors other than in the event of an emergency and evacuation through the window is required.
- x. Not Smoke in any part of the property

The entire site is a no smoking site, there are designated smoking areas assigned around the development – ensure that these are used and that you do not smoke inside any part of the development.

- y. Not bring any bicycles into any part of the Property
- z. Not to use any open chip pan/fryers
- aa. Not leave the property unoccupied for any period whatsoever without locking and securing all doors and windows.
- ab. Notify the Management Company of all repairs and/or maintenance work which the Tenant
- ac. Considers necessary to the Room, the Flat or the Development as soon as such repairs or
- ad. Maintenance work are apparent;
- ae. Not attempt to carry out any repairs or maintenance works to any part of the Development, including the Flat and the Room, any of the Shared Items and the Room Item

The above clause is required in the interests of health and safety. Management Company staff will attend to repairs and maintenance.

5. The Guarantor

- 5.1. He guarantees the payment by the Tenant to the Landlord of the Rent and any other monies payable under this Agreement and the performance and observance by the Tenant of the terms and provisions of this Agreement.
- 5.2. If the Tenant shall default in the payment of the Rent or any other monies payable under the said Agreement he will upon written demand by the Landlord immediately pay the Rent and any other monies that shall be due to the Landlord or its Agents under this Agreement, but the Guarantor accepts no legal or moral responsibility for any other person.
- 5.3. This Guarantee shall continue in effect until all sums whatsoever payable by the Tenant under the Agreement have been paid in full and this Guarantee shall not be terminated by the death or bankruptcy of the Tenant.
- 5.4. Any neglect or forbearance of the Landlord in endeavouring to obtain payment of the Rent when it falls due and any time which may be given to the Tenant by the Landlord to comply with any part of the Agreement shall not release or exonerate the Guarantor or in any way affect the liability of the Guarantor under this Agreement.
- 5.5. This Guarantee shall constitute the Guarantor as principal debtor.

6. Access by the Landlord

- 6.1. The Tenant must permit the Landlord and Managing Agent and their agents with any necessary contractors and workmen to enter the Flat and the Room at all reasonable times upon 24 hours notice (or in the event of an emergency at any time without notice) in order to:
- b. Carry out the services under this agreement
 - c. Show the accommodation to prospective new tenants
 - d. Examine the state and condition of the Flat and the Room and the Shared Items and the Room Items – 3 notified room inspections will be carried out during the duration of your Tenancy Agreement.
 - e. Carry out any repairs to the Room, the flat or the development that are reasonably necessary pursuant to the Landlords and Management Company's responsibilities under the Agreement or by statute and for any reasonable purpose in connection with the management of the Development.

The Accommodation Team will endeavour to give you at least 24 hours notice in the event of needing access to your room; this would mainly be due to Maintenance requirements. If you report a maintenance issue you will be asked at that time whether the Maintenance Team can access your room in the event that you are not at home.

7. At the end of the Tenancy

- 7.1. Attend a check out inspection by the Management Company's site management team and sign a copy of the inspection report.

If the Tenant fails to attend the check out inspection it will be very difficult for the Tenant to challenge the inspection and any charges levied for damage and disposal of refuse and abandoned items.

- 7.2. If any of the Tenant's belongings have not been removed from the property at the expiration of the tenancy pay the Landlord damages at a daily rate to compensate for the cost of storage or disposal of those belongings until the tenant shall have removed all such goods provided always that after the end of the tenancy the Landlord may remove any remaining items of the tenant after 14 days dispose of them for the Tenant subject to offsetting the cost of storage and disposal of these items.
- 7.3. Pay any council tax that they may be liable for at any time during the term of the contract.
- 7.4. Handover to the Landlord or his agents by 12(noon) on the last day of the tenancy (howsoever ended) all keys to the room, property and building. If the keys are not handed over by the Tenant to the Landlord or his Agents by the end of the last day of the Term the Tenant shall be assumed thereafter to have given up his right to occupy the Room and the Property from the expiry of the last day of the Term if at that date the Tenant is not physically occupying any part of the property provided also that for the purposes of this sub clause the fact that any of the tenants belongings may at the expiry of the term still remain at any of the Property shall not in its self be deemed to be physical occupation of any part of the property by the Tenant.
- 7.5. Confirm to the Management Company the bank details or card details to which the deposit (less any deductions made in accordance with this agreement) should be sent to and if the management company does not receive these details within 5 working days then the deposit will be returned in the same way which it has been paid.

8. The Landlord

- 8.1. The Landlord is entitled to terminate this Tenancy Agreement and obtain a court order to enter the property and evict the tenant if:-
- a. Any instalment of rent is not received in full within 14 days of the date when the Landlord formally demands it after it has fallen due, OR
 - b. The Tenant fails to comply with any of the Tenant's obligations under this Tenancy Agreement, OR
 - c. The Tenant becomes bankrupt or an interim receiver of his property is appointed.
- 8.2. Termination of this Tenancy Agreement under clause 8.1 ends the Tenancy Agreement but does not release either party from any outstanding obligation to each other.
- 8.3. The Landlord reserves the right to re-enter the room if:
- a. The rent is unpaid for 21 days after becoming payable whether it has been formally demanded or not;
 - b. The tenant has breached this Agreement;
 - c. Any grounds of possession stated in Section 7(6)(a) of the HA 1998 occur or apply;
 - d. The tenant ceases to be a full time student;
 - e. Fire or damage render the Room or the Flat unfit for the allowed.
- 8.4. If the Landlord re-enters the Room or the Flat pursuant to this clause, then the Tenancy shall immediately end, without prejudice to any right or remedy of the Landlord in respect of any breach of the terms of this Agreement by the Tenant.

9. Notices

- 9.1. Any notice to the Landlord sent under or in connection with this Agreement shall be deemed to have been properly served if:
 - a. Sent by first class post or left at the Managing Agent's address given on the first page of this Agreement; or
 - b. Sent to the Managing Agent's fax number or email address stated on the first page of this Agreement.
- 9.2. Any notice sent to the Tenant under or in connection with this Agreement shall be deemed to have been properly served if:
- 9.3. Any notice sent by first class post shall be deemed to have been received the day after it was sent.
- 9.4. For the purposes of section 48 of the Landlord and Tenant Act 1987, the Landlord's address for services is the Managing Agent's address as stated on the first page of this Agreement.

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10. Jurisdiction

10.1. Subject to the terms of clause 9.2, this Agreement shall be governed by, construed and take effect in accordance with the law of England and Wales and the courts of England and Wales should have jurisdiction to hear and determine any matters arising.

10.2.

a. Where the building is located in Scotland, notwithstanding the foregoing terms of this Agreement the following provisions shall apply:-

b. This Agreement creates a short assured tenancy within Part II of the Housing (Scotland) Act 1988 as amended by Part I of the Housing (Scotland) Act 2006 and the provisions for the recovery of possession by the Landlord in section 33 of the Housing (Scotland) Act 1988 apply accordingly AND the Landlord further gives notice to the Tenant that the tenancy may be brought to an end and possession of the Room and the Property be recovered on one or more of grounds 2, 8, 11 to 15 or 16 of Schedule 5 of the Housing (Scotland) Act 1988 or as otherwise permitted by the Housing (Scotland) Act 1988 prior to the expiry of the fixed term.

10.3. This Agreement shall be governed by, construed and take effect in accordance with the law of Scotland and the courts of Scotland should have jurisdiction to hear and determine any matters arising.

10.4. This Agreement has been entered into on the date stated under the Landlord's signature below.

11. Tenant indemnity

11.1. If the Tenant ceases to be a full time/part time student but continues to live in the Room then the Tenant must within 7 days of written demand from the Landlord reimburse and indemnify the Landlord in respect of any council Tax due in respect of the entire flat as a result of the Tenants continued occupation of the Room.

11.2. The Tenant agrees to be responsible for the payment of Council Tax (or any similar charge replacing Council Tax) during the duration of the Tenancy. Where the tenant is registered as a full time student an exemption may apply. All local councils act under different policies regarding the exemption of Council Tax, the Landlord holds no responsibility for the payment of Council Tax when a Room is let under the dates of this agreement.

11.3. The Tenant agrees to reimburse and indemnify the Landlord for any Council Tax (or similar charges replacing Council Tax) charges they may incur during the duration of this Tenancy that are not covered under the student exemption notice.

12. Landlord's obligations

12.1. The Landlord agrees to:

- b. Allow the tenant to quietly possess and enjoy the Room without unnecessary or unwarranted interference;
- c. Carry out those repairs for which liability is imposed under Section 11 of the Landlord and Tenant Act 1985 (if applicable to the tenancy);

Section 11 of the Landlord and Tenant Act 1985 (where applicable) imposes certain liabilities on the Landlord in connection with the structure and the exterior parts as well as plumbing, sanitary convenience and installations such as electrical wiring and gas piping.

- d. Comply with the Furniture and Furnishings (Fire Safety) regulations 1988 and any subsequent amendments;
- e. Insure the Flat, the Room Items and the Shared Items, the Landlord shall also provide a basic contents insurance package, however the Landlord accepts no liability for loss or damage to the Tenant's personal possessions;
- f. At the beginning of the Residential Period equip the Room with the Room Items and the Shared Areas with the Shared Items.

Signatures

Before signing this Agreement the Tenant should read the following notes.

This Agreement is a legally binding document. Signing it means that the Tenant has read, understands and agrees to be bound by its terms. The Tenant should therefore satisfy himself/herself that this is indeed the case before signing. The Tenant should be aware that he/she will be bound for the whole of “the Tenancy Period” and will not be released from his/her obligations (for example to pay Rent) until the Residential Period expires.

Signed By Tenant
Full Name
Date

The procedure is that the Tenant prints and signs 2 copies of this agreement along with any other required documentation to the Managing Agent’s designated office, where the Managing Agent (on behalf of the Landlord) will sign and date both copies of the Agreement. The Managing Agent will then keep hold of the Tenancy Agreements and you will receive your copy when you take occupation of the property.

Signed By Guarantor
Full Name
Date

Note - If upon routine checking the Guarantor is found not be genuine then the booking fee will be forfeited by the tenant and the agent shall have the right to withdraw offer of accommodation. A Guarantor is only required if the tenant wants to pay the rent in three instalments – if the tenant settles the rent in advance in full then they need not provide a Guarantor.

PLEASE NOTE THAT THE GUARANTOR MUST SIGN THIS AGREEMENT ABOVE. IF ANYONE OTHER THAN THE GUARANTOR SIGNS THIS AGREEMENT, OR FORGES THE GUARANTOR'S SIGNATURE, THIS IS A CRIMINAL OFFENCE AND WILL BE REPORTED TO THE POLICE.

Signed By the Landlord

Full Name

Date

It is agreed between the Landlord and the Tenant that the date on which this Agreement shall come into being is the date specified under the Landlord's signature above and references to "the date of this Agreement" in this document shall be construed accordingly

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