

TENANCY AGREEMENT

for letting a furnished dwellinghouse
on an assured shorthold tenancy
under Part 1 of the Housing Act 1988

CONTRACT DATE

REFERENCE No.

DASH ACCREDITATION No.

HMO LICENCE No.

PARTIES (i). **THE Landlord**

Landlord's Address

(ii). **THE Tenant(s)**
The first named person will
be the "Lead Tenant"

- 1.
- 2.
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- 4.
- 5.
- 6.
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(iii). **THE Guarantor(s)**

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PROPERTY The dwelling-house at

Together with Fixtures, Furniture and Effects in the Property listed in the inventory signed by the parties.

TERM A fixed term of.....months/..... weeks from and including __/__/__ to and including __/__/__

RETAINERrent for any unoccupied period between __/__/__ and __/__/__

TOTAL RETAINER £..... **PAYMENT DUE** __/__/__

RENT Inclusive of Utilities as listed below **YES/NO** **PREFERRED PAYMENT METHOD**

£..... per property per week/calendar month/term **payable in advance**
and collected as follows:-

1. First payment to be made on __/__/__ £.....
2. Further equal monthly/4weekly/termly payments from __/__/__ £.....
3. Final payment due on or before the __/__/__ £.....

**DAMAGE DEPOSIT SCHEME:
DPS/ TDS/ MY DEPOSITS**

DEPOSIT £

ADMINISTRATION & SIGN UP FEE £
(NON REFUNDABLE)

ADDITIONAL CHARGES:-

UTILITIES & SERVICES included in the Rent are listed below. In accordance with a fair usage policy, a monetary cap of £ will apply to the property for the Term of the Agreement:-

Utilities & Services	Yes	No
Gas		
Electricity		
Water		
Broadband		
Telephone		
TV Licence		
TV Channels		
Cleaner		
Gardener		
Other		

Note: Tenants are advised to carefully check this list and refer to clauses 3.3.2 and 6.2.4 in the Agreement.

***NOTE:** All Tenants will be jointly and severally liable for the Tenant's obligations contained within this Agreement. In the event of non-payment of Rent and/or other breach of the Agreement, any individual Tenant or group of Tenants may be pursued. This means that legal action may be brought against any one or any group of the Tenants. During the fixed term of the tenancy all tenants will be bound to the tenancy throughout. No single tenant can give notice or leave without an explicit agreement with the landlord..

You should read this agreement carefully before signing. It contains legal obligations which will require you to pay money and carry out actions for a significant period of time and may be difficult for you to get out of. If you do not understand anything in this agreement then you should take advice from a solicitor, the Citizens Advice Bureau, Law Centres, or the University of Northampton Accommodation Office.



THE Landlord lets the Property to the tenant for the Term at the Rent payable as set out above.

1. TENANCY AGREEMENT

- 1.1 THIS Agreement creates an Assured Shorthold Tenancy within Part 1 Chapter II of the Housing Act 1988. This means that when the Term expires the Landlord can recover possession as set out in section 21 of that Act.
- 1.2 In the event that an individual tenant loses full-time student status the Landlord must be notified in writing within 7 days.
- 1.3 Any notice served by the Landlord will be deemed to have been served if it is Emailed to the address notified to the Landlord by the Tenant or, if the Tenant comprises of more than one person, to the address of at least one such person; by delivery to the Property address by ordinary first class post or any similar service; or by hand delivery to the Property. Such notices will be deemed served the day after sending, posting or delivery respectively.
- 1.4 Any notice to be served on the Landlord by the Tenant will be deemed served the following day if it is sent to the address for the Landlord by ordinary first class post or delivered to that address by hand delivery.

2. JOINT TENANCY

- 2.1 If more than 1 person is named as the "Tenant" the tenancy shall be deemed to be a joint and several tenancy. The Landlord is entitled to treat the persons named as "the Tenant" as a group and is not obliged to deal with each person individually.
- 2.2 Each person named as the Tenant can be held liable for all the Tenants obligations contained within this Agreement.
- 2.3 The person named as Lead Tenant has no greater liability to the Landlord than any other named Tenants.

3. TENANTS OBLIGATIONS

The Tenant agrees with the Landlord:-

3.1 Rent

- 3.1.1 To pay the Rent in advance instalments on the Payment Days, without deduction, in cleared funds, and whether formally demanded or not as set out above.
- 3.1.2 To pay either by BACS, Standing Order, Direct Debit or other such means as the Landlord and the Tenant agree.
- 3.1.3 The rent amount has been set on the basis that all tenants will be full-time students and Council Tax is not payable.
- 3.1.4 Payment of the Retainer entitles the Tenant's belongings to be stored at his/her own risk in the Property but does not entitle the Tenant to hold a key or reside at the Property and if the Tenant does exercise their right to reside at the Property whether in breach of this provision or by prior written agreement with the Landlord he/she shall be liable for the rent in full. The Tenant may gain access to the property during the retainer period at reasonable times of the day by arrangement with the Landlord having given the Landlord at least 24 hours notice. Any belongings left over the summer period and not bagged/boxed and clearly labelled "incoming tenant" are liable to be disposed of without notice or compensation being payable.
- 3.1.5
- If any Standing Orders/Direct Debits/Cheques are cancelled or dishonoured without the prior written agreement of the Landlord or fail to be paid for any reason then an administration charge of £40 will apply.
 - If any rent or other charge due under this agreement is unpaid for more than 7 days an administration charge of £25 will be made and Email or letter reminder sent. Further administration charges in the same amount along with further reminders will be made and sent once the rent becomes 14 and 28 days overdue.
 - Any rent or other payment due under this agreement which is not made within 14 days of falling due will attract simple interest calculated daily at the rate of 4% above Bank of England Base rate from the date due until the date it is paid.
 - The Landlord may charge £150 to cover administration fees should action become necessary in the County Court to recover arrears of more than 2 months from any individual tenant.

3.2 Council Tax

- 3.2.1 To pay any Council Tax which the Tenant is obliged to pay under the Local Government Finance Act 1992 or any regulations under that Act or otherwise to provide certificates of full time student status for presentation to the Council.
- 3.2.2 To indemnify the Landlord in respect of any council tax which (during the Tenancy) the Landlord becomes obliged to pay under that Act or those regulations because the Tenant ceases to live at the property or because any individual comprising the Tenant is not or ceases to be a full time student.
- 3.2.3 The Landlord reserves the right to charge the Tenant an administration fee of £50 for the collection of Council Tax in the event that the Tenant's student status is not proved.

3.3 Outgoings

- 3.3.1 To arrange within 3 days of the commencement of the Term with the relevant authorities for all accounts in respect of gas, electricity, water, telephone (if any) and television licence (and cable or satellite TV) at the Property to be addressed to and be the responsibility of the Tenant for the duration of the Tenancy unless agreed otherwise by the Landlord.
- 3.3.2 Where payment of certain utility bills is included in the Rent (all-inclusive Agreements) the Landlord shall operate a fair usage policy and a monetary cap shall be applied as detailed in the particulars above. Accounts shall be registered in the name of the Landlord and should not be changed.
- 3.3.3 Not to change service provider or meter type without written permission from the Landlord.
- 3.3.4 The Landlord shall invoice the Tenant for any charges other than rent which are payable during this Agreement and shall give the Tenant 14 days from the date of the invoice in which to pay.

3.4 Repairs and Maintenance

- 3.4.1 To keep the interior of the Property, the internal decorations and the Fixtures, Furniture and Effects in good repair and clean condition at all times (except for damage caused by accidental fire and except for anything which the Landlord is liable to repair under this Agreement or by law) and to immediately replace if necessary any items of the Fixtures, Furniture and Effects which have been damaged or destroyed.
- 3.4.2 If any damage occurs to the property which the Tenant considers they are not liable for the Tenant will only be relieved of the cost of repair or replacement if the Tenant gives the Landlord notice in writing of the damage within a reasonable time of the Tenant first becoming aware of it.
- 3.4.3 Whilst the Tenant is encouraged to report all genuine faults and problems, the Landlord reserves the right to charge for unnecessary call-outs for minor matters which fall within the Tenant's reasonable duty to deal with. (eg trip switches, blown light bulbs; timer and safety switch settings, blocked vacuum cleaners, blocked tumble drier filters, etc).
- 3.4.4 Any faults or problems must be reported to the Landlord in writing or by email.
- 3.4.5 In the event that an appointment is made with the Tenant for a tradesman to call at the property and this is not kept by the Tenant, then the Tenant shall pay for any costs charged to the Landlord by the tradesman.
- 3.4.6 To notify the Landlord of any pest or insect infestation at the property. The Tenant is liable for any pest infestation which did not exist prior to the start of the tenancy.

3.5 Use of the Property

- 3.5.1 Not to block or put noxious or damaging substances into the drains, gutters and pipes of the Property but to keep them clear. Not to flush sanitary towels or other solid man-made objects down the toilet. Blockages of this nature will be charged for. Not to allow showers, sinks or baths to overflow.
- 3.5.2 To keep the garden neat and tidy and not to have open fires. The Landlord will provide the necessary equipment including lawnmowers or garden tools.
- 3.5.3 Not to use or store portable gas or paraffin heaters and not to have open fires or burn any flammable substance such as candles in the property.
- 3.5.4 To ensure the temperature of the property is above 10 Celsius between October and April inclusive. This is to prevent frost damage to the central heating system and the Tenants' possessions.
- 3.5.5 Not to use "blu-tack", "sellotape" or similar adhesive on the walls or paintwork of the Property.

- 3.5.6 Not to do or allow anyone else to do anything at the Property which might increase the cost of insurance of the Property.
- 3.5.7 Not to do or allow anyone else to do anything at the Property which is illegal or which may be a nuisance to, or cause damage or annoyance to, the Landlord or occupiers of any adjoining premises.
- 3.5.8 Not to permit any noise or disturbance at the Property or grounds of the property so as to cause annoyance to the Landlord or to the Tenants or occupiers of any adjoining or neighbouring premises or so as to be audible outside the Property. This includes loud music, shouting and banging doors in line with the provisions of the Noise Abatement Act, 1960.
- 3.5.9 Not to use common areas, or the furniture and furnishings from within, for sleeping purposes.
- 3.5.10 Not to have guests staying overnight without the Landlords written permission and all the other tenants' consent.
- 3.5.11 Not to keep pets or animals of any kind in the property or grounds of the property.
- 3.5.12 Not to leave any rubbish outside the property except in refuse sacks, wheelie bins or recycling boxes on the designated day for refuse collection of the local authority failing which the Landlord shall be entitled to remove any rubbish left outside the property without notice, and the Landlord shall be entitled to charge £10 per bag subject to a minimum of £20.
- 3.5.13 Not to dry washing or clothing inside the property other than in a properly ventilated dryer.
- 3.5.14 In the event of a break-in the Landlord may charge the Tenant for the damage caused if there is no sign of forced entry and no crime number.
- 3.5.15 The Tenant must abide by and not tamper with all/any fire precautions at the property. The Landlord reserves the right to charge for any call-outs to repair or replace fire precautions.
- 3.5.16 Not to use weight training equipment without the written consent of the Landlord.
- 3.5.17 The Tenant MUST ventilate rooms by opening windows especially in bedrooms to prevent condensation forming which can cause **mould growth** on walls, windows, clothing, wardrobes, etc. Damage caused by mould growth due to condensation is the Tenants responsibility and charges may be incurred.
- 3.5.18 Not to overload electrical sockets and to use a surge protector at all times (potential fire hazard).
- 3.5.19 Not to leave electrical items on 'Stand by' or curling tongs etc switched on (potential fire hazard)
- 3.5.20 Not to have loose wires or cables across rooms, doorways or stairs.
- 3.5.21 **No Smoking** – The Tenant agrees neither to smoke in or on the premises nor to allow their invited guests to do so. In breach of this clause to be responsible for the reasonable costs of rectification of any damage caused or for any appropriate cleaning, fumigation etc. required.
- 3.5.22 Not to leave the property unlocked at any time, or windows open when the property is not occupied.
- 3.5.23 Not to display any signs or notices so that they are visible from outside the property.
- 3.5.24 Not to cause or allow any guests to cause any noise or disturbance when arriving at or leaving the property.
- 3.6 No Alterations**
Not to alter or add to the Property internally or externally or redecorate without Landlord's written permission. This includes water, gas or electricity meters.
- 3.7 Allow access by Landlord**
3.7.1 To allow the Landlord or anyone with the Landlord's authority to enter the Property at reasonable times of the day on 24 hours' prior notice and at all times in the event of an emergency to carry out repairs or decoration to the outside of the Property or to carry out structural or necessary repairs to the Property that are the Landlord's responsibility or to inspect the condition and state of repair of the Property or show new tenants around.
- 3.7.2 Where a property is in multiple occupation to allow the Landlord or his Agent at reasonable times of the day access to all common areas without prior notice for the sole purpose of maintenance or rent collection.
- 3.7.3 During the Retainer period or at any other time where there is a vacant room in the property or where the Landlord has reasonable cause to believe that there has been a breach of this Agreement and in particular a breach of clause 3.9 to allow the Landlord or his Agent at reasonable times of the day accompanied access to all the affected parts of the Property without prior notice.
- 3.7.4 In the event of the Landlord wishing to offer the Property for sale or re-let then the Tenant shall during the let period allow access to the property, on 24 hours notice, in order for prospective purchaser or tenant to view the property and allow the Landlord to display a "to let" or "for sale board" at the property.
- 3.8 Residential use only**
To use the Property as a private dwellinghouse only and not to carry on any profession, trade or business at the Property nor allow anyone else to do so and further not to allow the Property to be used in such a way as to change its HMO licensing status.
- 3.9 No assigning, underletting, sharing of possession**
Not to assign or sublet the property and not to part with possession of the Property in any other way, unless with the written permission of the Landlord.
- 3.9.1 If any individual tenant wishes to withdraw from this Agreement prior to the commencement of the Term the following procedure shall apply:- The leaver must find a suitable replacement and agree this with the Tenant and Landlord. A new Agreement shall be signed by all parties including the replacement. The previous Agreement shall be cancelled by mutual consent after the leaver has paid £150 administration fee.
- 3.9.2 If any individual tenant wishes to leave during the Term but with more than 6 months of the Term remaining the Landlord in his absolute discretion may elect to apply the same procedure.
- 3.9.3 If no replacement can be found and the leaver does not continue to pay rent clause 2.2 shall apply.
- 3.10 Notices**
To send the Landlord a copy of any notice order or legal proceedings relating to the Property received by the Tenant from any superior landlord government department local or public authority or other party within seven days of receiving it and not do anything as a result of the notice unless required to do so by the Landlord.
- 3.11 Furniture**
3.11.1 To be responsible for furniture and appliances as per inventory and as originally installed and not to remove any of the Fixtures, Furniture and Effects from the Property or store the same in any cellar, garden, garage or garden shed or any other inappropriate manner at the Property and leave the Furniture and Effects at the end of the tenancy where they were at the beginning.
- 3.11.2 Not to introduce furniture or appliances into the property that do not comply with the Furniture and Furnishings (Fire and Safety) Regulations 1988.
- 3.11.3 Electrical equipment brought into the property by the Tenant is used at their own risk and should comply with all current regulations.
- 3.11.4 The Tenant shall be responsible for insuring their own belongings, including fridge and freezer contents unless otherwise agreed in writing.
- 3.12 Personal Details**
3.12.1 To notify the Landlord in writing within 10 days of any change to personal details including change of address, mobile and landline phone numbers or email address.
- 3.12.2 The Tenant's personal details given to the Landlord may be given to utility companies, the Police or debt collection agencies in the event of any breach of this contract or failure to pay rent or any failure to pay any other utility bill or other liability of the Tenant.

3.13 Obligations at end of Tenancy

That at the end of the Tenancy:-

- 3.13.1 To ensure that the Property is completely clean and tidy and in the condition required by this Tenancy Agreement and to pay all costs incurred by the Landlord to return the Property to the pre-let state including costs of tidying, cleaning and replacement of broken items with the exception of wear and tear. This includes damage caused by hired goods and/or the Tenants own furnishings.
- 3.13.2 To return all keys on or before the last day of the tenancy at 12.00 hours otherwise a sum equivalent to the rent will continue to be payable on a daily basis. The Landlord must advise the Tenant how to return the keys.
- 3.13.3 To give the Landlord full vacant possession of the Property.
- 3.13.4 Any belongings found in the property at the end of the tenancy will be held by the Landlord for 7 days then disposed of.
- 3.13.5 The Tenant accepts responsibility for return of all hired goods such as TV's, washing machines, Cable TV etc. If the Landlord is called on to arrange removal there will be a £25 charge to the Tenant.
- 3.13.6 To pay all outstanding utility bills when not included in rent.

4 LANDLORD'S OBLIGATIONS

The Landlord agrees with the Tenant:-

- 4.1 To abide by all legal obligations
- 4.2 That for so long as the Tenant complies with the Tenants obligations herein that the Tenant has the right to possess and enjoy the Property during the Tenancy without any interruption from the Landlord or his representative.
- 4.3 To pay and indemnify the Tenant against all charges in respect of the Property except those which by the terms of this Agreement the Tenant has expressly agreed to pay.
- 4.4 The Landlord shall insure the structure of the building and unless otherwise agreed the Tenant shall be responsible for insuring the contents of the property excepting the Landlord's Fixtures, Furniture and Effects. The Landlord or his insurer will not be liable if insurers refuse to pay for damage caused by the Tenant.
- 4.5 The Landlord shall not be responsible for re-housing the Tenant if the Property becomes uninhabitable but shall be liable to refund any rent for the uninhabitable period unless the Tenant or any person at the Property with the Tenants permission caused the damage. Should the Property be rendered uninhabitable and cannot be made habitable within one month then either party can give 7 days notice to the other to terminate this agreement.
- 4.6 It is agreed the Landlord supplies Fixtures, Furniture and Effects which are at the commencement of the Tenancy, in a clean and reasonable condition.

5 LANDLORD'S RIGHT OF TERMINATION

- 5.1 The Landlord may recover possession of the Property and the Tenancy will come to an end (subject to any statutory provisions) if the Tenant:-
 - 5.1.1 Is at least 14 days late in paying any instalment of the Rent in full (whether or not the Landlord has formally demanded it);
 - 5.1.2 Has failed to comply with the Tenants obligations under this Agreement; or
 - 5.1.3 Any of the grounds for possession set out in Schedule II, Housing Act 1988 are made out.
- Such termination of the Tenancy does not release the Tenant from any outstanding obligation and any other rights or remedies the Landlord may have will remain in force.

Note: (i) The Landlord cannot recover possession without an order of the court under the Housing Act 1988.

(ii) The clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.

6 RENT AND DAMAGE DEPOSIT

- 6.1 The Tenant shall pay the Deposit on the Contract date of this Agreement to the Landlord such Deposit being held by the Landlord for the duration of the Tenancy without any interest being due to the Tenant, in accordance with the Housing Act 2004.
- 6.2 **The Deposit** is taken as security for:-
 - 6.2.1 Payment of the Rent, any Council Tax and all other sums due under this Agreement.
 - 6.2.2 Performance of the obligations of the Tenant under this Agreement
 - 6.2.3 Return of the Property and all fixtures, fittings, and furniture to the Landlord in the same condition as at the start of the tenancy, fair wear and tear excepted.
 - 6.2.4 In "all-inclusive" Agreements, fair use of the Utilities provided as part of the Rent;
 - 6.2.5 Return of all keys to the Landlord and provision of vacant possession of the Property to the Landlord;
 - 6.2.6 Any other loss incurred by the Landlord as a result of the actions of the Tenant.
- 6.3 Under no circumstances can the Deposit be used by the Tenant in lieu of rent. Any such withholding of rent will incur a charge of £50.
- 6.4 The Landlord will provide details of which Deposit Protection Scheme has been used in accordance with the Housing Act 2004

7 AGREEMENTS AND DECLARATIONS

7.1 If section 11 of the Landlord and Tenancy Act 1985 applies to the Tenancy, the Tenants obligations are subject to the effect of that section.

Note: As a general rule, section 11 applies to tenancies for a term of less than seven years and requires the Landlord to carry out certain repairs to the property.

7.2 Where the context admits -

- (i) "The Landlord" includes the successors to the original landlord.
- (ii) "The Tenant" includes the successors to the original tenant.
- (iii) "The Property" includes any part of the Property or the Fixtures, Furniture and Effects.

7.3 Any obligation in this agreement on the Tenant to do or not do something includes an obligation on the Tenant to take reasonable steps to ensure that no visitor or guest at the Property does or does not do that same thing.

8 GUARANTORS OBLIGATIONS

- 8.1 The Guarantor guarantees to the Landlord to ensure that the Tenant obeys all the terms of this tenancy agreement. The Guarantor further agrees to indemnify the Landlord against any loss they might suffer as a result of letting the Property to the Tenant.
- 8.2 The Guarantor's obligations are joint and several with those of the Tenant and where the Guarantor comprises of more than one person their obligations are joint and several with one another save to the extent that those obligations are specifically limited by the guarantee agreement.
- 8.3 The guarantee persists notwithstanding any extension, renewal or variation of the tenancy, including any increase in rent and continues so long as one or more of the persons who originally comprised the Tenant remain in the Property.
- 8.4 The Guarantor's liability is not reduced or eliminated by any waiver or leniency granted to the Tenant by the Landlord.
- 8.5 The Guarantor must sign a separate Guarantor Form constituting a tripartite agreement between all parties before it is signed by the Tenant.

9 NOTICE OF LANDLORD'S ADDRESS

The Landlord notifies the Tenant that the Tenant may serve notices (including notices in proceedings) to the Landlord at the name and address set out on the first page. (This notice is given under section 48 of the Landlord and Tenant Act 1987. This address must be in England or Wales.)

AS WITNESS the hands of the parties on the date specified above

Landlord /Agent

Signed

Tenant(s) SIGNED by the below-named :

1.
2.
3.
4.
5.
6.
7.
8.

Disclaimer:

This agreement is provided as an example for use. Neither NSLN, DASH, nor any other party will accept any liability for loss or damage caused by this agreement not being suitable for use for a landlord's specific circumstances or property or by it being used in a manner which was not anticipated. It is the responsibility of the landlord using this agreement to complete it properly and to ensure that they and this agreement are kept up to date with all changes in legislation. Neither NSLN, DASH nor any other party will accept any liability for any loss or damage, whether civil or criminal, occurring due to such a failure.

SAMPLE