

DATED the 1 February 2010

ASSURED SHORTHOLD TENANCY AGREEMENT

All inclusive packages for the busy student who wants quality and the best price.

Gas
Electric
TV Licence
Water rates
8Mg Wireless Broadband
Telephone
Alarm / UPVC Security

Low Carbon Footprint Houses
All properties registered with the scheme

ENERGY EFFICIENCY

The Scheme
Well managed
Student Accommodation

-Relating to-

Property-

Tenants-

Assured Short hold Tenancy Agreement

- 3.08 TO report promptly to the Landlord all defects in the property that it is the Landlord's duty to repair.
- 3.09 TO keep all owned electrical and mechanical appliances properly serviced.
- 3.10 TO keep any garden tidy and well tended. Also any parties in communal areas need to be cleared on the same day.
- 3.11 TO allow anyone who reasonably needs access in order to inspect and repair or clean Neighbouring property, or any sewers, drains, pipes, wires or cables serving the neighbouring property, to enter the property at any reasonable time. The person requiring access must give at least seven days' notice and make good any damage to the property promptly
- 3.12 TO prevent any person from using any part of the property in such a way that he may require an indefeasible right to continue that use
- 3.13 NOT to stop up any window in the property
- 3.14 NOT to alter or add to the property nor allow anyone else to do so
- 3.15 TO allow the Landlord to enter the property at any reasonable time, after giving reasonable notice to inspect and value it for any purpose
- 3.16 NOT to act in any way which will or may result in the insurance of the property being void or voidable or in the premium being increased, nor to allow anyone else to do so
- 3.17 ONLY to use the property as a single dwelling occupied by not more than the Tenants only ("use allowed") and not to use it or any part of it for any other purpose nor to allow anyone else to do so
- 3.18 NOT to hold an auction sale on the property, nor to allow anyone else to do so.
- 3.19 NOT to use the property, or any part of it for any of the following, nor allow anyone else to do so: activities which are dangerous, offensive, noxious, noisome, illegal or immoral or which are or may become a nuisance or annoyance to the Landlord or to the owner of any neighbouring property.
- 3.20 NOT to display any notice or advertisement on the outside of the property or visible from inside it.
- 3.21 To give the landlord promptly a copy of any notice received concerning the property or the neighbouring property.
- 3.22 NOT to assign sublet , mortgage, charge, part with possession of or share the whole or any part of the property.
- 3.23 When the tenancy end return the property to the Landlord.
- 3.24 To pay all expenses (including solicitors and surveyors fees) which the landlord incurs in preparing and serving
- 3.24.1 A notice under section 146 of the Law and Property Act 1925 even if forfeiture is avoided without a Court Order
- 3.24.2 A Schedule of Dilapidations on the appropriate state of repair when the tenancy ends.
- 3.25 NOT to obstruct the or cause an obstruction on any driveway leading to the property. Also to ensure the fire escape routes are clear at all times. Any article found on the hall stairs landing, communal areas or other deemed a hazard/obstruction will be disposed of by the landlord or any agent immediately without warning.
- 3.26 The tenant will be responsible for insurance for his own property and possessions
- 3.27 TO turn off the water supply if the property is left for a period of time when there is a risk of burst pipes. Also to unstop any sinks, wash basins and lavatories if blocked by waste.
- 3.28 NOT to keep any rubbish of any kind on the property beyond the refuse collection day.
- 3.29 NOT to keep any pet or animal (including fish, reptile and birds) on the property, The Landlord reserves the right to protect the property from damage by eliminating any such organism/ pet/ vermin without notice by any means.
- 3.30 NOT to use blue tack or white tack of any sort on the walls. This will pull off the decoration on the walls and will incur a cost for redecoration. One room is normally charged at £250 min.
- 3.31 NOT to use excess heating or electricity or to tamper with the boiler or electric consumer unit in any way. The heating in the house will normally be set to 18-21oC. Heating the house too much causes condensation and wastes our natural resources adding to the green house effect.
- 3.32 **NOT to smoke cigarettes or anything else of that nature on the property or use any illicit material considered illegal or unsafe. The Landlord reserves the right to clear out any person who may be putting house mates at risk.**
- 3.33 If there is any late payment of the basic rent (as agreed in this contract schedule) to the Managing Agent/ Landlord the following charges will apply for each of the following

Telephone calls	-	£5.00
Letters	-	£10.00
Emails	-	£10.00
Personal Visits	-	£25
Text message	-	£15
Bounced Cheques	-	£10.00

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3.34 IF the tenant for whatever reason decides that they wish to leave the property or terminate the tenancy they Are still liable for the rent for the contracted period until/unless find a suitable replacement. The suitable replacement must have a clean reference and have the means and willing to pay the rent until the end of the contracted term.

- The Landlord must be in agreement with the choice of tenant and only when the new
 - Tenancy Agreement has been signed
 - and the first two months rent and
 - deposit have been paid(if required) the old tenancy agreement will be terminated.

IF A SUITABLE REPLACEMENT CANNOT BE FOUND THE TENANT MUST PAY THE FULL RENT OF THE TENANCY AGREEMENT BEFORE LEAVING THE PROPERTY.

3.35 TO inform the landlord or his agent if any security arrangements are changed. A copy of the codes, keys and access devices must be delivered to the landlord clearly marked.

3.36 AT the termination of the tenancy the tenant will remove the personal effects/ rubbish/clothes . Any remaining after seven days will be disposed of by the Managing Agent/ Landlord and cost incurred will be deducted from the deposit. Min cost £50.

3.37 TO return the Keys to the Landlord / Managing agent clearly marked and to pay the landlord the sum equal to the basic rent until such time as the keys are returned. Keys can be replaced by the landlord at a charge of £12 each.

4.0 THE Landlord agrees with the tenant to

4.1 SO long as the Tenant does not contravene any term of the tenancy to allow the Tenant to possess and use the property without interference from the landlord under the terms of the tenancy or as a result of its terms being broken.

4.2 TO do the repairs to the property which the Landlord and the Tenant Act 1985 Requires

4.3 When the tenancy period ends to repay the deposit(if applicable) to the tenant without interest after deducting all the sums due to the Landlord under the terms of this tenancy or as a result of the terms being broken

4.4 To insure the property against the risks (“the insured risk”) as the landlord may think fit.

5.0 The Parties agree

5.1 THE Landlord is entitled to forfeit this tenancy by repossessing the whole or any part of the property whenever the tenant

5.1.1 **IS fourteen days late with a rental payment even if it was not formally demanded.**

5.1.2 **Has not complied with any obligation in this tenancy, or if this appears to be the case.**

5.1.3 When one or more individuals is are or one is adjudged to be bankrupt or an Interim Receiver is appointed to the property.

5.1.4 When any of the grounds of the Housing Act 1988 Schedule 2 , Ground 2 or 8 or 10 to 15 inclusive apply.

The forfeiture of this tenancy does not cancel any outstanding obligation that the tenant owes the Landlord. So if you are asked to leave the property you will still be liable for the rent until the end of the contracted term.

5.2 DURING the period when all or part of the property cannot be put to its accustomed purpose because for damage from insured risk , the basic rent is cancelled / reduced as appropriate. Unless or to the extent that the Insurers do not pay under the policy because of something else or done by tenant. Any dispute whether and when this clause applies is to be referred to arbitration.

5.3 IN the circumstance set out in Ground 2 of part 1 of the Schedule 2 of the Housing Act 1988 the Landlord or the managing Agent may end the Tenancy by giving the tenant one months notice.

5.4 The Tenant may only terminate this tenancy outside the initial contracted tenancy period. In this case by giving two months written notice).

5.5 The landlord may terminate this tenancy by giving two months notice.

5.6 THE rules of the services of Notices in Section 196 of the Law and property act 1925 as amended apply to any Notice given under this tenancy.

5.7 Any dispute can be referred to arbitration under this agreement. – Arbitration act 1966)

5.8 THAT there is no agreement for a lease to which the Tenancy Agreement gives effect.

Additional Agreements

1
2
3
4
5

Assured Short hold Tenancy Agreement
 AS WITNESS THE HANDS OF THE PARTIES THE DAY AND YEAR FIRST BEFORE WRITTEN
 SCHEDULE

SCHEDULE 1

NAME AND ADDRESS OF LANDLORD -R Oudijk ,116 Sunnybank, Hull Hu3 1LF----- Tel
 Tel 07789 854397 Email' renandnatshappyhomes@live.co.uk'

SCHEDULE 2

NAME AND -----
 ADDRESS OF TENANT -----

Student No - _____
 Mobile tel. - _____
 Course - _____

SCHEDULE 3

THE PROPERTY -
 Weekly rate £ 84 Monthly Rate --£-364--

SCHEDULE 4

Tenancy Period
 Period of Tenancy ..15/8...../10 Until 31 / 7 /11

SCHEDULE 5

Payment schedule	Show start and end date	Payment date	Amount
1 June			
1 July			
1 August	15 Aug		
1 September			
1 October		1st October 2009	£1152 or £1230
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1 July	31st July 2011		
1 August			
Total for the year			£ 4185

SCHEDULE 6

advance
 The sum of £ 728 (15 Aug-15 Oct 10_) or £500 for 15th Aug -1 October)

SCHEDULE 7

Signed by Landlord _____ date _____

Signed by Tenants _____ date _____

- The landlord will pay bills – Gas, Water Electricity, Telephone, TV Licence and Internet. The landlord agrees to come to the property each month to collect rent and/OR check the smoke systems.
 - The tenant agrees to pay the rent and any council tax or damages outside the scope of general wear and tear immediately.
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