

ASSURED SHORTHOLD TENANCY AGREEMENT

THIS AGREEMENT (the "Tenancy") IS MADE ONDAY OF 201.....

BETWEEN:

Landlord's name (the "Landlord"), of
....., holding a Midlands
Landlord Accreditation Scheme number of

AND

Tenant(s) full name(s) (the "Tenant"):

- 1..... 6.....
- 2..... 7.....
- 3..... 8.....
- 4..... 9.....
- 5..... 10.....

IT IS AGREED THAT, the Landlord lets to the Tenant the premises at.....
..... (the "Property").

If more than one person is a tenant under this Tenancy, they are joint tenants, with each of the individual tenants named above having the rights and responsibilities of an assured shorthold tenant under this Tenancy, and whilst the Tenancy exists, each of the tenants are responsible for all of the rent, even if they are no longer living in the Property.

THIS TENANCY FORMS A LEGAL CONTRACT BETWEEN LANDLORD AND TENANT. BOTH PARTIES ARE THEREFORE ADVISED THAT THEY SHOULD TAKE TIME TO REVIEW THE CONTENTS OF THIS TENANCY AND WHERE IN DOUBT OBTAIN INDEPENDENT LEGAL ADVICE AND CLARIFICATION BEFORE SIGNING THIS TENANCY. ORGANISATIONS THAT MAY BE OF ASSISTANCE INCLUDE:-

Shelter's free housing advice line **0808 800 4444**
Also any **Citizen's Advice Bureau** or **Legal Advice Centre**

**Advice services within the University of Birmingham and at the Guild of Students:
Advice & Representation Centre (ARC) 0121 251 2400** at the University of Birmingham
Guild of Students

LIVING 0121 414 8000 Accommodation services at the University of Birmingham

1. General Terms

1.1 This Tenancy is let as an Assured Shorthold tenancy under Part 1 of the Housing Act 1988 as amended by Part 3 of the Housing Act 1996, commencing at 12pm midday on 20... (the "Start Date") and ending at 12pm midday on 20... (the "End Date"), for a term of Months from the Start Date.

1.2 The rent is agreed to be £..... per calendar month (the "Rent"), payable in advance by standing order mandate, by the day of each calendar month. The Rent does not include provision for any services such as gas, electricity, water, drainage, data and telecommunication services for the Property (including the TV licence as required by law) subject to Clause 5.

1.3 Upon signing this Tenancy, the Tenant agrees to pay the Landlord or their agent the sum of £..... (the "Deposit").

The Deposit will be protected by the Landlord within 30 days of receiving the Deposit in a government authorised tenancy deposit scheme under section 212 of the Housing Act 2004 subject to any subsequent amendments.

The Landlord will provide the Tenant, within 30 days of receipt of the Deposit, written details about how the Deposit is protected including:

- the contact details of the government authorised tenancy deposit scheme selected
- the landlord or agent's contact details
- how to apply for the release of the deposit
- information explaining the purpose of the deposit
- what to do if there is a dispute about the deposit

and/or any other required information, dependent on the selected government authorised tenancy deposit scheme's rules. Failure to do so carries penalties and prevents possession proceedings from being taken by the Landlord.

1.4 The Property extends to any right of way to or from the Property and any garden, cellar, driveway or outbuilding at the Property unless it is expressly excluded in Clause 5.

1.5 All obligations under this Tenancy are joint and several. This means that each individual identified as a "Tenant" will assume full responsibility for fulfilling the agreed contractual terms of this Tenancy, and that where an individual tenant does not pay their share of the Rent, the remaining tenants will in practice be liable for a greater proportion of the Rent, until such time as a replacement

tenant is found (see Clause 4.4 for further clarification of a “replacement tenant”).

- 1.6 The Landlord and the Tenant agree to carry out an inventory check of the Property and its contents, noting any damage to the Property at the time (the “Inventory”). This should take place within 7 days of the Start Date, and where the Landlord or their agent cannot attend, the Tenants are required to have the Inventory witnessed and a copy sent to the Landlord as soon as reasonably practical.
- 1.7 For the purposes of sections 47 and 48 of the Landlord and Tenant Act 1987, the Landlord's address for service for all communications, including service of legal proceedings is as set out in Appendix 1. The Tenants' contacts details are also set out in Appendix 1. Both parties agree to update these details as necessary within a reasonable time frame.

2. Landlord Terms

Many of the Landlord's obligations are imposed by law, and are implied into tenancy agreements and may extend beyond the contents of this clause.

2.1 The Landlord agrees:-

- 2.1.1 to ensure that at the Start Date the Property is in good, clean and tenable condition.
- 2.1.2 to provide, where appropriate, a garden in a clean and tidy, weed-free state on the Start Date.
- 2.1.3 to comply with the requirements of section 11 of the Landlord and Tenant Act 1985, specifically:-
- (a) to keep in repair the structure and exterior of the Property (including drains, gutters and external pipes);
 - (b) to keep in repair and proper working order the installations in the Property for the supply of water, gas, electricity and for sanitation (including basins, sinks, baths and sanitary conveniences);
 - (c) to keep in repair and proper working order the installations in the Property for space heating and heating water.
- 2.1.4 to ensure that the their obligations under the Gas Safety (Installation & Use) Regulations 1998, the Electrical Equipment (Safety) Regulations 1994

and the Plugs & Sockets etc., (Safety) Regulations 1994, Furniture and Furnishings (FIRE) (Safety) Regulations 1988 (as amended), EPC certificates and any other relevant legislation are complied with.

- 2.1.5 to provide current certificates as appropriate relating to maintenance or renewal of compliance with the above to the Tenant on or before the Start Date.
- 2.1.6 to keep the Property and the Landlord's contents insured, at all times, against fire and other risks normally covered by comprehensive household policies. The Landlord will use all reasonable efforts to arrange for damage caused by an insured risk to be remedied as soon as practicably possible, unless the Tenant is in breach of their obligations agreed in this Tenancy.
- 2.1.7 to either re-house the Tenant, or refund any reasonable proportion of Rent already paid, if the Property is at any time uninhabitable or inaccessible unless the Tenant is in breach of their obligations agreed in this Tenancy.
- 2.1.8 to not interrupt or interfere with the Tenant's lawful occupation, enjoyment or use of the Property other than in an emergency. Where the Landlord, or their agent, requires access to the Property (other than in an emergency), a minimum of 24 hours written notice is to be given to the Tenant, stating the reasons for access.
- 2.1.9 to provide the Tenant with a copy of any approved code of standards or code of conduct that the Landlord is affiliated or accredited with by or on the Start Date.
- 2.1.10 to inform the Tenant, in writing before legal proceedings are commenced, of any breaches of the Tenancy that are to be used as a basis for legal proceedings against the Tenant.
- 2.1.11 to notify the Tenant, in writing, of any restrictions or agreements contained in any mortgage or superior lease which will bind the Landlord (and therefore the Tenant).
- 2.1.12 to acknowledge promptly all written communications received from the Tenant and to respond appropriately to telephone or verbal messages.

3. Tenant Terms

3.1 The Tenant agrees:-

- 3.1.1 to pay Rent in advance, in accordance with Clause 1.2, whether formally demanded or not. The Landlord reserves the right to charge interest at a rate of % per annum over the Bank of England base lending rate on late payments.
- 3.1.2 to pay all charges for gas, electricity, water, drainage, data and telecommunication services for the Property (including the TV licence as required by law), unless any of these are included in the Rent. Subject to Clause 5.
- 3.1.3 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 a registered full time student, they are required to inform the local council as soon as reasonably practical of their entitlement to an exemption.
- 3.1.4 to keep the Property and the Landlord's furniture and contents in good, clean and tenable condition during the Tenancy.
- 3.1.5 to use the Property as a single private residence for the occupation of the Tenant, and not to carry on any trade, business or profession there.
- 3.1.6 not to sublet the Property or any part to another individual, or take in lodgers or paying guests.
- 3.1.7 not to transfer or assign the Property or any part to another individual without the Landlord's prior written consent which will not be unreasonably withheld where the Tenant first complies with Clause 4.4.
- 3.1.8 not to keep any animal at the Property without the Landlord's written consent.
- 3.1.9 to send to the Landlord, or his agent, as quickly as reasonably practical, any formal or legal notices or orders or similar documents delivered to the Property, particularly in relation to the Property, its boundaries, and adjacent properties.

3.2 The Tenant has a right to quietly enjoy the Property for the duration of this Tenancy and the Landlord may only enter the Property in an emergency or by providing a minimum of 24 hours written notice to the Tenant, stating the reasons for access. However, the Tenant agrees:-

- 3.2.1 to not tamper or interfere with gas, water or electrical installations and any security or safety equipment at the Property.
- 3.2.2 to not smoke, or allow visitors to smoke, inside the Property.
- 3.2.3 to not deliberately do anything, and to take reasonable and prudent steps not to allow anything to be done by invited guests or visitors, which invalidates the Landlord's insurance policy or leads to damage or destruction of the Property or its contents.
- 3.2.4 to not use, threaten to use, or knowingly allow the Property to be used, for illegal or immoral purposes or unlawful activities, which may include the distribution or the use of illegal drugs, prostitution, and storing or distributing material inciting hatred or extremism.
- 3.2.5 that they and their visitors will not do, or threaten to do anything which causes, or is likely to cause, or is capable of causing a nuisance and/or annoyance to:-
- (a) anyone living in, visiting or engaging in a lawful activity in the locality,
 - (b) the Landlord or the Landlord's agents.
- 3.2.6 to be responsible for the behaviour of any person, including children, visiting the Property. The Tenant, or their visitors, will not harass, threaten to harass any person for any reason, including (but not limited to) harassing someone on any of the following grounds: race, colour, gender, age, culture, religion, sexual orientation, physical/mental disability.
- 3.3 The Tenant is also advised that they should take out insurance for their belongings, for the duration of this Tenancy.
- 3.4 Where an act or inaction by the Tenant, their invited guests or visitors to the Property, results in an increase in the Landlord's insurance premiums, the Tenant may be liable to reimburse the Landlord for a reasonable proportion of the increased sum.
- 3.5 The Tenant should always ensure that the Property is left secure, and any security devices at the Property are utilised correctly.
- 3.6 If the Tenant is planning on leaving the Property empty for 14 consecutive days or more, they should inform the Landlord of this, and ensure that they take adequate steps to secure the Property and reduce the risk of burst pipes during periods of particularly cold weather.

- 3.7 The Tenant should promptly inform the Landlord in writing of any issues in relation to the condition of the Property, its maintenance, and anything else that the Landlord is required to maintain under this Tenancy and at law.
- 3.8 The Tenant will take adequate precautions to keep the Property free from vermin and pests. Where the infestation is due to the Tenant's action or inaction, the Tenant will be liable for the reasonable costs for rectifying and removing the infestation.
- 3.9 If the Property includes a garden, the Tenant should not dig up, or cut down any trees or bushes without the Landlord's written consent. The Tenant should maintain the garden, keeping it clean, tidy and weed-free, as it was on the Start Date.

4. End of the Tenancy & Termination

- 4.1 There is no legal requirement for the Tenant to provide the Landlord with notice of their intention to leave the Property on the End Date as this is a fixed term tenancy. However, it is recommended that the Tenant informs the Landlord, in writing of their intention to not remain in the Property beyond the End Date before the last 4 weeks of this Tenancy;
- 4.1.1 if the Tenant wishes to continue occupying beyond the End Date then the tenancy will carry on from month to month as a monthly periodic tenancy which the Tenant may end by giving at least one month's written notice to the Landlord, expiring on a rent payment day as specified in Clause 1.2.
- 4.1.2 the Tenant cannot stay beyond the end date of this Tenancy where the Landlord has served the Tenant with a section 21 notice. This notice must be served two months prior to the end date of the Tenancy.
- 4.2 At the end of this Tenancy, the Landlord and the Tenant must organise a date on which a second inventory check is undertaken, using the Inventory as a basis. The Landlord and the Tenant should attempt to agree any deductions from the Deposit at this time, this will not prejudice the Tenant's right to contact the relevant government authorised tenancy deposit scheme in any way.
- 4.3 The Tenant agrees that on or before the expiry of this Tenancy (usually the End Date) they will:-
- 4.3.1 move out and not leave anyone else living in the Property;

4.3.2 return all the keys to the Property to the Landlord. The Landlord and the Tenant should agree a mutually practical solution, facilitating the return of any keys in the Tenant's possession;

4.3.3 leave the Property and Landlord's fixtures and fittings in a good, clean and tenantable condition as it was on the Start Date;

4.3.4 remove all personal furniture, personal possessions and rubbish;

and, the Landlord will not be responsible for anything left in the Property after this Tenancy comes to an end.

4.4 The Tenant (or any one individual named as a tenant on page 1 of this Tenancy) may only be released before the End Date from this Tenancy if they find a replacement occupier (the "Replacement Tenant") who is reasonably acceptable to the Landlord. The Landlord will not withhold their acceptance unreasonably. The following conditions apply to any early release of the Tenant from this Tenancy:-

4.4.1 the Tenant must make payment for, or put right to the Landlord's reasonable satisfaction, all subsisting breaches of the Tenant's obligations contained in this Tenancy (including Rent arrears) before the Replacement Tenant is assigned the Tenancy;

4.4.2 the Landlord, the Tenant and the Replacement Tenant must all agree to the changes to this Tenancy and make and initial any changes on this Agreement (and any copies of it);

4.4.3 the Landlord may require the Tenant to pay an additional fee, which will be reasonable, for the assignment of this Tenancy to the Replacement Tenant;

4.4.4 the Landlord and the Tenant must agree refunds and deductions from the Deposit, and sign the Deposit repayment forms as per the government authorised tenancy deposit scheme rules;

4.4.5 the Replacement Tenant must pay the Landlord a sum equal to the Deposit, or any proportion of the Deposit as required, to be held in accordance with Clause 1.3.

4.5 If the Rent is 14 days or more overdue and/or the Tenant is in breach of the terms of this Agreement, the Landlord shall be entitled to enter the Property and take possession of it once they have obtained a Court Order for Possession of the Property under any of the grounds for possession set out in Part II of Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996).

6. Signatures

SIGNED by, or on behalf of, the Landlord:-

Print Name

Signed.....

Date.....

SIGNED by the Tenant:-

1.NameSigned.....date.....

2.Name Signed.....date.....

3.Name Signed.....date.....

4.Name Signed.....date.....

5.Name Signed.....date.....

6.Name Signed.....date.....

7.Name Signed.....date.....

8.Name Signed.....date.....

9.Name Signed.....date.....

10.Name Signed.....date.....

APPENDIX 1: Contact Details

Landlord Name:.....
Address:
.....
Telephone:.....Mobile:.....
Email:.....

Tenant 1 Name:.....
Address:
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Telephone:.....Mobile:.....
Email:.....

Tenant 2 Name:.....
Address:
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Telephone:.....Mobile:.....
Email:.....

Tenant 3 Name:.....
Address:
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Telephone:.....Mobile:.....
Email:.....

Tenant 4 Name:.....
Address:
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Telephone:.....Mobile:.....
Email:.....

Tenant 5 Name:.....
Address:
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Telephone:.....Mobile:.....
Email:.....

Tenant 6 Name:.....
Address:
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Telephone:.....Mobile:.....
Email:.....

Tenant 7 Name:.....

Address:

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Telephone:.....Mobile:.....

Email:.....

Tenant 8 Name:.....

Address:

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Telephone:.....Mobile:.....

Email:.....

Tenant 9 Name:.....

Address:

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Telephone:.....Mobile:.....

Email:.....

Tenant 10 Name:.....

Address:

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Telephone:.....Mobile:.....

Email:.....