



# Richard Lee Student Accommodation

## STUDENT TENANCY AGREEMENT (Ref: **XXXXXXXXXX**)

For letting a furnished dwelling house on an Assured Shorthold Tenancy (AST) under Part 1 of the Housing Act 1988 as amended by the Housing Act 1996

### The Landlord:

Name: Richard Lee  
Company: Richard Lee **XXXXXXXXXXXXXXXXXXXX**  
Address: 17 Church Road  
Upper Boddington, Northants  
Postcode: NN11 6DL  
Telephone: 07949 078172 / 01327 263917  
Email: [richardlee0103@gmail.com](mailto:richardlee0103@gmail.com)  
Website: [www.rlsa-northampton.co.uk](http://www.rlsa-northampton.co.uk)  
DASH Accreditation No: 21476

### The Tenant/s:

Tenant 1: **Tenant One**  
Tenant 2: **Tenant Two**  
Tenant 3: **Tenant Three**  
Tenant 4: **Tenant Four**  
Tenant 5: **Tenant Five**  
Tenant 6: **Tenant Six**  
  
(Name of Lead Tenant: **LEAD TENANT**)

### The Guarantors:

Guarantor 1: **Guarantor One**  
Guarantor 2: **Guarantor Two**  
Guarantor 3: **Guarantor Three**  
Guarantor 4: **Guarantor Four**  
Guarantor 5: **Guarantor Five**  
Guarantor 6: **Guarantor Six**

### The Property:

Address: **Address Line One**  
**Address Line Two**  
Postcode: **Postcode**  
HMO Licence No: **WKXXXXXXXXXX**  
Together with Contents as specified in the Inventory signed & dated by Tenant/s

### The Term:

A fixed term of **XX weeks** commencing on **XX/XX/XX** to and ending on **XX/XX/XX**

### The Rent:

The weekly Rent is **£XXX.XX** per Property per week and is fully inclusive of the utilities and services specified. The Total Rent includes **XX weeks** at Full Rent and up to 8 weeks at Reduced Rent if Property is unoccupied. The Rent will be collected via direct debit.

### Reduced Rent:

50% of Rent payable for any unoccupied period of up to 8 Weeks between **XX/XX/XX** and **XX/XX/XX** ("Rent Reduction Period"). See clause 2 for details.  
The total Reduced Rent of **£X, XXX.XX** is payable on **XX/XX/XX**

### Full Rent:

The total Full Rent of **£XX, XXX.XX** is payable in accordance with the following schedule:

- **£X, XXX.XX** to be paid on **XX/XX/XX**
- **£X, XXX.XX** to be paid on **XX/XX/XX**
- **£X, XXX.XX** to be paid on **XX/XX/XX**

**Utilities & Services:** On the agreed basis of 'fair and reasonable usage', the following utilities & services are included in the Rent:

Water charges: **Yes**  
Gas: **Yes**  
Electricity: **Yes**  
Broadband: **Yes**  
TV Licence: **Yes**  
Window Cleaner: **Yes**  
Gardener: **Yes**  
Welcome Hamper: **Yes**

During the term of the Tenancy the Landlord will advise Tenant/s if there appears to be evidence of excessive usage. If, at the end of the Tenancy, it is deemed that utility usage has been excessive, the Tenant/s may be liable for an additional charge.

## The Deposit:

The total Deposit of **£X,XXX.XX** is to be paid in cleared funds on the signing of this agreement and is held under the terms of an authorised tenancy deposit scheme, the details of which will be made available to the Tenant/s within 30 days of receiving the Deposit. Whatever Deposit is repayable at the end of the Tenancy, this amount will be paid to the Lead Tenant who is then responsible for its distribution to other parties.

## Notes:

(1) All persons together forming the Tenant will be JOINTLY & SEVERALLY liable for the Tenant's obligations contained within this Agreement. That means, for example, that one or more of the individuals jointly forming the Tenant can at the Landlord's sole discretion be held responsible for the full Rent and other obligations under the agreement if the other individuals do not fulfil their obligations. This means, for example, that an individual Tenant who leaves the Property before the end of the Tenancy will continue to be liable for the full Rent unless specifically agreed otherwise with the Landlord. The Landlord would also have the option of requiring the other Tenants to make the payments which that individual should have made.

(2) The Landlord shall provide Tenant/s with an INFORMATION FILE, located within the Property. It is the responsibility of the Tenant/s to read and digest this file contents, abide by its instructions, and to refer to the Landlord if additional clarification is required.

(3) In the event that the University of Northampton has not announced term dates for the Tenancy period at the time of signing, for the protection of all parties, and on the basis that this would be the implied intention of all parties, the following dates may be subject to minor alteration: RENT COLLECTION, to ensure that the Landlord's direct debit collection is not attempted earlier than the start of an academic term (and therefore before the provision of students' loans); END OF TENANCY, to ensure that it coincides with the end of the summer term.

(4) You should READ THIS AGREEMENT carefully before signing. It contains legal obligations that will require you to pay money and carry out actions for a significant period and from which it may be difficult for you to remove yourself. If you do not understand anything contained within this Agreement, then you should seek your own legal advice.

(5) Given the third-party data held (on Tenants & Guarantors), in line with the requirements of GDPR, the Landlord is registered with the ICO ("Information Commissioner's Office"). The Landlord's PRIVACY STATEMENT is available to read by visiting the Landlord's website [www.rlsa-northampton.co.uk](http://www.rlsa-northampton.co.uk).



NOTE: This Agreement is intended to create 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. TENANCY AGREEMENT**

- 1.1 The Landlord lets the Property to the Tenant for the Term at the Rent payable as set out above.
- 1.2 It is a condition of the Tenancy that all adult occupiers of the Property maintain a "Right to Rent" as defined by the Immigration Act 2014 at all times during the Term
- 1.3 The obligations and liabilities of the parties under this agreement are joint and several. This means that if more than one person is named as the "Tenant" each person named as the Tenant can be held liable for all the Tenant's obligations contained within this Agreement.
- 1.4 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.
- 1.5 The person named as Lead Tenant has no greater liability to the Landlord than any other named Tenants.

## **2 RENT REDUCTION PERIOD**

- The Landlord and the Tenant agree that:
- 2.1 During the Rent Reduction Period a Reduced Rent as set out above shall be payable by the Tenant, and the special terms in clause 2 shall apply notwithstanding any contrary terms elsewhere in this agreement.
  - 2.2 During the Rent Reduction Period the Tenant shall be entitled only to use the Property to store the Tenant's belongings at his/her own risk in the Property. Any belongings must be bagged/boxed and clearly labelled "incoming tenant" and if they are not, they are liable to be disposed of without notice and without compensation being payable.
  - 2.3 During the Rent Reduction Period, notwithstanding any contrary terms elsewhere in this agreement, the Tenant shall not be entitled:
    - a) To hold a key to the Property.
    - b) To reside at the Property or allow any person to reside at the Property.
  - 2.4 The Landlord shall grant access to the Property to the Tenant during the Rent Reduction Period at reasonable times of the day by arrangement with the Landlord having given the Landlord at least 24 hours' notice.
  - 2.5 During the Rent Reduction Period, provided that at all times reasonable care is taken not to cause damage to the Tenant's belongings, the Landlord and the Landlord's agents and contractors shall be entitled to enter to the Property without notice to the Tenant in order to inspect the Property and carry out repairs, renovations and improvement works.
  - 2.6 The Tenant acknowledges that they may not be entitled to an exemption or discount from Council Tax during any period where the Property is not occupied, and that they are responsible for applying for any relevant discounts or exemptions (including empty property discount if available).
  - 2.7 If the Tenant does reside at the Property during the Rent Reduction Period in breach of this clause, the Tenant shall pay the full standard Rent as damages for breach of this part of the Agreement.

## **3. TENANTS OBLIGATIONS**

The Tenant agrees with the Landlord: -

### **3.1 Rent and other Payments**

- 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 make all payments of Rent or any other payment due under this agreement either by BACS, Standing Order, Direct Debit, or other such means as the Landlord and the Tenant agree in writing.
- 3.1.3 To pay interest of 3% above the Bank of England's base rate (as in force from time to time) on instalments of rent which are more than 14 days overdue. This interest shall be calculated daily and is payable from the date the rent fell due until payment both before and after any judgment.
- 3.1.4 To pay all charges in relation to the supply and use of Utilities except those Utilities which are identified above as included in the Rent.
- 3.1.5 To pay the Council Tax in respect of the Property for the duration of the Tenancy regardless of legal liability for the Council Tax.
- 3.1.6 To pay for a television licence for any device used to watch, live-stream or record live television or download or watch BBC programmes in the Property for the duration of the Tenancy, except that where the Landlord agrees to obtain a television licence for the Property (as indicated above) the Landlord will pay for this cost.
- 3.1.7 To pay the Landlord's or his agent's reasonable costs in respect of any failure by the Tenant to fulfil his undertakings contained in this agreement, including bank charges incurred by the Landlord or his agent in relation to cheques, standing orders or direct debits for the payment of Rent not being honoured and the full cost of the taking of legal advice and legal action in relation to any breach of this agreement by the Tenant.
- 3.1.8 To pay the Landlord's reasonable costs in consideration of the variation, assignment, or novation of the Tenancy at the Tenant's request
- 3.1.9 To protect the Landlord from any liability arising from the Tenant failing to comply with any part of this agreement.
- 3.1.10 To pay any charges other than Rent which are payable during this Agreement within 14 days from the date of the invoice.

### **3.2 Council Tax**

- 3.2.1 To be responsible for applying for any discounts or exemptions from Council Tax which the Tenant is entitled to.
- 3.2.2 To pay any Council Tax of which the Landlord becomes liable because (during the Tenancy) 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
- 3.3.1 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 the costs of Utilities and services are included in the Rent (all-inclusive Agreements), to use the Utilities at the Property in a fair and reasonable manner consistent with ordinary residential use. In such cases accounts with utility service providers shall be registered in the name of the Landlord and should not be changed by the Tenant.
- 3.3.3 Not to make excessive use of the Utilities and Services which are included in the Rent such that the total cost incurred by the Landlord in providing these services during the Term exceeds the Utilities Cap.
- 3.3.4 Not to change service provider or meter type without written permission from the Landlord.

### **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 To give the Landlord notice in writing of any faults or problems or damage to the Property within a reasonable time of the Tenant first becoming aware of it.
- 3.4.3 In the event that an appointment is made with the Tenant for a tradesman to call at the property to keep the appointment and allow access to the tradesman.
- 3.4.4 To keep the Property free from all pests or vermin and to inform the Landlord immediately of any infestation or damage caused by pests or vermin.

### **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. 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 and to protect the Property from frozen or burst pipes or other damage. This is to prevent frost damage to the central heating system and the Tenants' possessions. It is expressly agreed that the Tenant is liable for the cost of remedying any damage arising out of failure to comply with this obligation.
- 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.
- 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 for more than two consecutive nights without the Landlords written permission.
- 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.
- 3.5.13 Not to dry washing or clothing inside the property other than in a properly ventilated dryer.
- 3.5.14 To keep the Property secure from intruders, and not to leave the property unlocked at any time, or windows open when the property is not occupied.
- 3.5.15 To abide by and not to tamper with all/any fire precautions at the property. Any costs incurred by the Landlord for any callouts to repair or replace fire precautions due the Tenant's breach of this requirement shall be payable by the Tenant.
- 3.5.16 Not to use weight training equipment in the Property without the written consent of the Landlord, such consent not to be unreasonably withheld.
- 3.5.17 To 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 Tenant's responsibility.
- 3.5.18 Not to overload electrical sockets and to use a surge protector always (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 cause or permit any Utilities to be disconnected, altered, or removed and to pay for any reinstatement, should this be necessary at the end of the tenancy.
- 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.
- 3.5.25 To recognise that any insurance maintained by the Landlord at the Property will not cover any of the Tenant's belongings. The Tenant shall be responsible for ensuring their own belongings, including fridge and freezer contents, unless otherwise agreed in writing.
- 3.6.26 To co-operate with the Landlord with any update to the fire risk assessment. The Tenant should discuss with the Landlord any reasonable adjustments which can be made to ensure that the fire detection system is suitable and that the means of escape are suitable for all persons occupying 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 in order for the Landlord 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.  
3.7.2 Where the Property is part of a larger unit which 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.  
3.7.3 To permit the Landlord, any Superior Landlord, and all others authorised by them at reasonable times of the day to conduct viewings of the Property with prospective mortgagees, purchasers, or tenants on 24 hours' notice or otherwise by prior appointment.  
3.7.4 To permit the Landlord to display a "to let" or "for sale board" at the property.
- 3.8 Residential use only**  
3.8.1 To use the Property as a private dwelling house for the Tenant only.  
3.8.2 Not to carry on or permit to be carried on at the Property any trade or business nor allow anyone else to do so.  
3.8.3 Not to register any limited company or other entity at the Property or to advertise it as a place of business.  
3.8.4 Not to use the Property for any illegal or immoral purpose.
- 3.9 Property Licensing and HMO use**  
3.9.1 Not to use the Property in any manner which might lead to it becoming a house in multiple occupation ("HMO") under s254, Housing Act 2004 without the Landlord's express written consent.  
3.9.2 Not to use the Property in any manner which might lead to it becoming licensable under any part of the Housing Act 2004 without the Landlord's express written consent.  
3.9.3 Not to use the Property in any manner which might lead to a condition of any license granted under any part of the Housing Act 2004 being breached.
- 3.10 Legal Notices Concerning the Property**  
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 Not to damage or misuse 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.
- 3.12 No assigning, underletting, sharing of possession**  
3.12.1 Not to assign or sublet the Property and not to part with possession of the Property in any other way or take in lodgers or paying guests unless with the written permission of the Landlord.  
3.12.2 The following procedure shall apply where the Tenant or any individual who is one of the persons forming the Tenant do not wish to reside in the Property during the Tenancy and ask the Landlord to be released from their obligations under this Agreement prior to the commencement of the Term:-

(a) The person or persons not wishing to reside in the Property must find a suitable replacement/s who is/are acceptable to the Landlord and Tenant. The Landlord or Tenant may refuse consent to the replacement on reasonable grounds, and the Landlord may require the replacement/s to demonstrate their suitability by providing references or carrying out credit checks.

(b) A new tenancy agreement shall be signed by all parties including the replacement. The Tenant shall pay £50 towards the Landlord's costs of arranging this. It is a matter for the Tenants to agree who pays this charge, but it is expected that the outgoing individual shall pay this charge.

(c) This Tenancy Agreement shall be ended by mutual consent after it is replaced by a new tenancy agreement.

(d) If no suitable replacement is found or no new tenancy agreement is entered into all persons forming the Tenant shall be responsible for performing the obligations under this Tenancy Agreement, including paying the full Rent. This means, for example, that the Landlord can require the remaining tenants to pay the share of the Rent which was attributable to a person who has moved out without being replaced.

3.12.3 If any individual tenant wishes to leave during the Term the Landlord in his absolute discretion may elect to apply the procedure at clause 3.12.2.

3.12.4 The Landlord is entitled to refuse to consent to the replacement of an individual tenant where he has reasonable grounds. This includes where the proposed replacement does not appear to be suitable, or where less than six months of the Term is remaining.

### **3.13 Obligations at end of Tenancy**

At the end of the Tenancy: -

3.13.1 To ensure that the Property is completely clean and tidy (to the same state as at the start of the Term) and otherwise 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 vacate the Property and return all keys on or before the last day of the tenancy at midday otherwise a sum equivalent to the rent will continue to be payable daily. The Landlord must advise the Tenant how to return the keys.

3.13.3 To give the Landlord full vacant possession of the Property having removed any additional occupiers whether authorised or not, and to deliver up the Property having removed all possessions and all rubbish and to pay damages to the Landlord in a sum equivalent to the full rental value of the Property until such time as the Tenant removes such items or the Landlord, acting reasonably, is able to have them removed and further to pay the cost of any such removal.

3.13.4 To agree that any item left at the Property for more than 14 days after the end of the tenancy is deemed abandoned and can be disposed of, sold, or kept by the Landlord at his sole discretion without further compensation to the Tenant.

3.14.5 To pay the reasonable costs of removal of items left behind at the Property in breach of this agreement and, where the items are bulky or difficult to remove, to pay damages for the use of the Property until such time as the items can be removed and the Property made available for re-letting.

3.13.6 To pay all outstanding bills or charges or Utilities when not included in Rent.

### **3.14 Right to Rent**

3.14.1 To ensure always that all adults residing in the Property have a Right to Rent as set out in Part 3, Immigration Act 2014.

3.14.2 Promptly on request by the Landlord, to comply with such checks and provide such documents certifying the Right to Rent of all adult occupiers as are reasonably required by the Landlord.

3.14.3 Where any adult occupier has a time-limited right to rent to provide to the Landlord such proof of their continued Right to Rent as is reasonably required by the Landlord from time to time.

3.14.4 To notify the Landlord promptly if the immigration status of any adult occupier of the Property changes such that Right to Rent is lost.

3.14.5 To be responsible for any checks required to satisfy the Right to Rent requirements under the Immigration Act 2014 in relation to any sub-letting or licence the Tenant grants, whether that sub-letting or licence was authorised by the Landlord or not.

### **3.15 Personal Details**

3.15.1 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.

3.15.2 In the event that an individual entitled to occupy the Property under this Agreement loses full-time student status the Landlord must be notified in writing within 7 days.

## **4 LANDLORD'S OBLIGATIONS**

The Landlord agrees with the Tenant: -

4.1 To keep in repair the structure and exterior of the Property (including drains gutters and external pipes) and to keep in repair and proper working order the installations (if any) in the Property for the supply of water gas and electricity and for sanitation (including basins sinks and sanitary conveniences but not the fixtures, fittings, and appliances for making use of water gas or electricity) and for space heating and heating water provided that the Landlord is not required:

- a) to carry out any works or repairs for which the Tenant is liable by virtue of its duty to use the Property in a tenant-like manner, or
- b) to rebuild or reinstate the Property in the case of destruction or damage by fire by tempest flood or other inevitable accident, or
- c) to keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

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 supply the Fixtures, Furniture and Effects 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: -

- a) Is at least 14 days late in paying any instalment of the Rent in full (whether the Landlord has formally demanded it or not).
- b) Has failed to comply with the Tenants obligations under this Agreement.
- c) The Tenant becomes bankrupt or insolvent or enters a voluntary arrangement with its creditors; or
- d) Any of the grounds for possession set out in Schedule II, Housing Act 1988 are made out.

5.2 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 will not physically recover possession while the Tenant is residing in the Property without first obtaining a court order.

**(ii)** The clause does not affect the Tenant's rights under the Protection from Eviction Act 1977 and the Housing Act 1988.

## **6 RENT AND DAMAGE DEPOSIT**

6.1 The Tenant shall pay the Deposit on or before the signing 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.

6.2 The Landlord will protect the Deposit with an approved tenancy deposit protection scheme as required by legislation and details of that protection will be forwarded to the Tenant within 30 days after receipt.

6.3 The Deposit shall always be available to set against any breaches of this agreement, including any outstanding Rent and the Landlord's reasonable costs or damages caused directly by the breach of this agreement.

6.4 If before the end of the tenancy the Deposit, or part of it, is set against Rent or a breach of this agreement, then the Tenant must promptly make the Deposit back up to the specified amount

6.5 The holding and use of the Deposit does not affect any other rights and remedies available to the Landlord under the terms, whether express or implied, of this agreement

6.6 The Deposit cannot be used by the Tenant in lieu of rent except with the Landlord's express consent.

6.7 At the end of the tenancy deductions from the Deposit will be made to compensate the Landlord for (but not limited to) the following:

- a) Any damage, or compensation for the damage, to the Property, fixtures, fittings, and effects caused by the Tenant, his family, or visitors, including any such damage resulting from any breach of the terms of this Agreement.

- b) Any missing items from the Property.
- c) Any professional cleaning costs to restore the Property to a good clean condition.
- d) Any damage caused or cleaning required because of any pet(s) occupying the Property (whether the Landlord consented to the presence of any pets or not).
- e) Any instalment of the Rent which is due but remains unpaid at the end of the Tenancy plus any interest payable on such rent, and (for the avoidance of doubt) any interest due but unpaid on any late payments of rent during the term of the Tenancy;
- f) Any sum repayable by the Landlord to a local authority where housing benefits have been paid direct to the Landlord by the local authority.
- g) Any unpaid account or charge for gas (or other such fuels), electricity, water rates, council tax (or any other property tax), telephone line rental and call charges, broadband or other internet service provider charges, television licence fee and satellite and cable fees (if installed and applicable) used at the Property for which the Tenant is liable;
- h) Any unpaid accounts for environmental services or other similar services incurred at the Property for which the Tenant is liable.
- i) Any other monies due under this Agreement.
- j) Any other breach by the Tenant of the terms of this Agreement.

## 7 SERVICE OF NOTICES

- 7.1 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.
- 7.2 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.

## 8 UNINHABITABILITY OF THE PROPERTY

- 8.1 If at any time the Property is rendered uninhabitable by an event or events which are not the result of negligence or breach of contract by either party then at the Landlord's sole discretion either the Rent will cease to be payable by the Tenant until the Property is made habitable and the Landlord will be under no obligation to provide alternative accommodation or the Rent will continue to be payable and the Landlord will be obligated to provide suitable alternative accommodation to the Tenant.
- 8.2 If following an event described above, in the reasonable opinion of an appropriate expert the Property cannot be made habitable within one month then either party may give one month's notice to terminate this agreement following which it will end and no further obligations under it will be performed by either party save that either party may pursue the other for breaches of this agreement which pre-date said termination.

## 9 ABOUT THIS AGREEMENT

- 9.1 In this agreement:
- a) "Landlord" means the person who is entitled to the reversion of the tenancy granted here and their successors in title.
  - b) "Tenant" includes the successors to the original tenant.
  - c) "Property" includes any part of the Property or the Fixtures, Furniture and Effects.
  - d) "Rent" means the sum payable in advance from the start of the tenancy whether demanded or not.
  - e) "Rent Payment Dates" means the dates upon which Rent falls due in advance.
  - f) "Reduced Rent" means the Rent payable in respect of the Reduced Rent Period.
  - g) "Reduced Rent Period" means the fixed period set out above (if any) during which a reduced Rent is payable, and the special conditions set out above in clause 2 apply.
  - h) "Term" means a fixed term as set out above.
  - i) "Deposit" means sum set out above which the Tenant must in addition to the first payment of Rent pay to the Landlord to be held as a security against a breach of any of the Tenant's obligations in this agreement.
  - j) the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation'
  - k) the word 'today' refers to the date of this agreement
  - l) the word 'liability' includes all costs, claims, expenses, and loss incurred or suffered by the relevant party
  - m) the word 'Utilities' means electricity, gas, water, foul water and surface drainage, heating, ventilation and air conditioning, smoke and fumes, signals, telephone, television, internet & other electronic communications & all other utilities serving or consumed at the Property
  - n) general words introduced by the word 'other' do not have a restrictive meaning even where preceded by words indicating a particular class of acts, things, or matters
  - o) an obligation not to do something includes an obligation not to cause or allow that thing to be done
  - p) obligations owed by or to more than one person are owed by or to them jointly and severally
  - q) any reference to the singular shall include the plural and to the masculine shall include the feminine and vice versa
  - r) the bold face headings and italicised drafting notes contained within square brackets are for ease of completion and reading only and are not to be used to construe the terms of this agreement.
- 9.2 In this agreement unless otherwise specified
- a) a reference to legislation is a reference to all legislation having effect in the United Kingdom at any time during the Term, including directives, decisions and regulations of the Council or Commission of the European Union, Acts of Parliament, orders, regulations, consents, licences, notices and bye laws made or granted under any Act of Parliament or directive, decision or regulation of the Council or Commission of the European Union, or made or granted by a local authority or by a court of competent jurisdiction and any approved codes of practice issued by a statutory body, and
  - b) a reference to a particular piece of legislation is a reference to that legislation as amended, consolidated, or re-enacted from time to time and all subordinate legislation made under it from time to time
- 9.3 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.

## 10 GUARANTORS OBLIGATIONS

- 10.1 The Guarantor guarantees to the Landlord to ensure that the Tenant obeys all the terms of this agreement and to fully compensate the Landlord for any loss, damage, costs or other expenses arising either directly or indirectly out of any breach of the Agreement.
- 10.2 The Guarantor further agrees to indemnify the Landlord against any loss they might suffer because of letting the Property to the Tenant.
- 10.3 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.
- 10.4 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.
- 10.5 The Guarantor's liability is not reduced or eliminated by any waiver or leniency granted to the Tenant by the Landlord.
- 10.6 The Guarantor must sign a separate Guarantor Form constituting a tripartite agreement between all parties before it is signed by the Tenant.

## 11 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.)

**SIGNED BY THE PARTIES:**

<b>SIGNED by or on behalf of the Landlord(s)</b>	
<b>Signed:</b>	.....
<b>Name:</b>	.....
<b>Position:</b>	Landlord / Landlord's Agent (delete as appropriate)
<b>Date:</b>	.....

<b>SIGNED by the Tenant(s)</b>		
<b>PRINT NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>
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.