

AGREEMENT

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

This is a form of legal document and is not produced or drafted for use, without technical assistance, by persons unfamiliar with the law of landlord and tenant.

Note that the notice condition in the Housing Act 1988, s.20(1)©, requires prior service of notice in the prescribed form.

This form should not be used for granting a tenancy to a person who is already a protected or statutory tenant or a protected occupier: see Housing Act 1988.

DATE

PARTIES 1. THE Landlord

JSM Property Services Ltd
58 Whiteford Road
Mannamead
Plymouth
PL3 5LY

2. THE Tenant(s)

PROPERTY The dwelling-house situated at and being

Together with the Fixtures Furniture and Effects therein and more particularly specified in the Inventory thereof signed by the parties

TERM A term certain of 47 weeks from 1st September XXXX

RENT £XXXX (XXXXXXXXXXXXXXXXXXXX) per week
**(subject nevertheless as hereinafter provided)

PAYABLE in advance by three termly payments collected by Standing Order or direct bank payment on or before
XX

First payment to be made on or before the 1st day of September next

DEPOSITS

If the landlord takes a deposit, the landlord must, within 14 days from the date of payment, give the tenant and any person who has paid the deposit on the tenant's behalf, certain written information about the way the deposit is protected. See the Housing Act 2004 s 213 (5) and the Housing (Tenancy Deposits) (Prescribed Information) Order 2007, S.I 2007/797. The landlord may not require a deposit which consists of property other than money.

DEPOSIT On signing hereof the Tenant(s) shall pay to the Landlord as Stakeholder a deposit of **£XXXX** of which receipt is hereby acknowledged. This shall be returnable to the Tenant within a reasonable period after termination of the tenancy hereby granted provided always that the Landlord may deduct from the said deposit whatever monies may be due to him from the Tenant either against the Inventory or by virtue of any breach by the Tenant of any of his obligations under this Agreement but in no case shall any part of the deposit be treated as rent or relieve the Tenant of obligations to make all payments of rent clear of all deductions

1. THE Landlord lets and the Tenant takes the Property for the Term at the Rent payable as above

2. 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 unless the landlord gives the tenant a notice under paragraph 2 of Schedule 2A to that act stating that the tenancy is no longer an assured shorthold tenancy.
3. **WHERE** the context admits –
 - (a) “The Landlord” includes the persons for the time being entitled in reversion expectant of the tenancy
 - (b) “The Tenant includes the persons deriving title under the Tenant
 - (c) References to the Property include references to any part or parts of the Property and to the Fixtures Furniture and Effects or any of them
4. **THE** Tenant will –
 - (a) Pay the Rent at the times and in the manner specified above. If the Rent or any other sums payable by the Tenant to the Landlord hereunder shall be in arrears and unpaid for a period of more than seven days after the date upon which the same ought to have been paid then to pay interest to the Landlord upon the sum of money owing calculated at a rate of 8% per annum above the base rate from time to time of Barclays Bank Plc for the whole period from the date upon which such Rent or other sums ought to have been paid until the date of actual payment PROVIDED FURTHER that if Rent or other sums are not paid within seven days of when they are due a further management fee of £50 shall be due and payable by the Tenant to the Landlord on demand.
 - (b) An allowance of £6 per person per week is allocated in relation to the gas and electricity use forming part of the all Inclusive element of the rental agreement. Should the Tenant go over this £6pppw allowance then the Tenant will be asked to pay the difference and in the case of more than one Tenant the overspend will be divided equally between all Tenants
 - (c) An Administration Fee of £75 per person will be charged at the time of booking and is non-refundable. The £200 deposit paid to hold the property is a booking deposit and held as such and is non-refundable until all documentation is signed by all group members. Once the documentation has been signed it then becomes the damage and dilapidation deposit held by this company throughout the duration of the tenancy. When all students have vacated the property at the end of the tenancy a final inspection will be completed at the property. Providing all is in good order as at the commencement deposits will be refunded directly to the Tenant bank account.
 - (d) Any changes made to the Tenancy during the period of the Tenancy will incur a £75 Administration Charge for each change
 - (e) Pay for the amount of all charges made for the use of the telephone on the Property during the tenancy or a proportion of the amount of the rental or other recurring charges to be assessed according to the duration of the tenancy and to pay for a television license should it be required in the privacy of your own room
 - (f) 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

- (g) To pay to the Landlord the amount of any council tax which while the tenancy continues the Landlord becomes obliged to pay under that Act all those Regulations for any part of the period of the tenancy because the Tenant ceases to live at the Property
- (h) Not damage or injure the Property or make any alteration in or addition to it
- (i) Not to tamper, interfere with alter or add to the internet equipment provided
- (j) Not to tamper, interfere with or alter any of the settings relating to the boiler servicing the property without express permission from or prior agreement with the Landlord and to pay for any costs arising from such tampering or interference which can be attributable to the Tenant
- (k) Not to change or add to the locking mechanism in any way to either the front door, back door or individual bedroom door. To pay for the cost of any replacement keys at £5 per key
- (l) Preserve the Fixtures Furniture and Effects from being destroyed or damaged and not remove any of them from the Property
- (m) To keep the property in clean and tidy order throughout the term of the tenancy and if the condition of the property falls below an acceptable standard of living as deemed appropriate by the landlord a cleaner will be employed to make good and the cost of this charged equally to the tenant(s) This is to include all appliances free standing and fixed showers and all fixtures and fittings and Furniture and Effects
- (n) Yield up the Property at the end of the tenancy in the same clean state and condition as it was in the beginning of the tenancy and make good pay for the repair of or replace all such items of the Fixtures Furniture and Effects as shall be broken lost damaged or destroyed during the tenancy (reasonable wear and damage by fire excepted)
- (o) Leave the Furniture and Effects at the end of the tenancy in the rooms or places in which they were at the beginning of the tenancy
- (p) Pay for the washing and cleaning (including ironing and pressing) of all curtains which shall have been soiled during the tenancy (the reasonable use thereof nevertheless to be allowed for)
- (q) Not to play any musical instrument or use any sound reproduction equipment so as to be a cause of annoyance or disturbance to adjoining residents and without prejudice to the generality of the foregoing not between the hours of 11pm and 8am to play any such instrument or use any such equipment so as to be audible outside the Premises
- (r) To report immediately to the Landlord any defect or deficiency in any household equipment, fixtures and fittings and to pay for any costs arising from failure to report any such defect or deficiency and to pay for the repair of all household equipment, fixtures and fittings where such cost is attributable to the misuse or neglect of any such household equipment, fixture or fitting
- (s) Not to keep or allow to be kept on the Premises any animal bird or domestic pet without prior arrangement and agreement by the Landlord
- (t) To keep open and in good working order and free from obstructions all baths sinks taps and lavatories cisterns wastes and other pipes on the Premises and to indemnify the Landlord against all damage through any breach of this

stipulation or through leakage or overflow from any such drains or fittings resulting from any such breach as aforesaid

- (u) Permit the Landlord or the Landlord's agents at reasonable hours in the daytime to enter the Property to view the state and condition thereof if the landlord has given 24 hours notice beforehand unless in the case of an emergency
- (v) Not assign sublet or otherwise part with possession of the Property
- (w) Not carry on on the Property any profession trade or business or let apartments or receive paying guests on the Property or place or exhibit any notice board or notice on the Property or use the Property for any other purpose than that of a strictly private residence
- (x) Not do or suffer to be done on the Property anything which may be or become a nuisance of annoyance to the landlord or the Tenants or occupiers of any adjoining premises or which may vitiate any insurance of the Property against fire or otherwise or increase the ordinary premium for such insurance
- (y) Permit the Landlord or the Landlord's agents at reasonable hours in the daytime within the duration of the tenancy to enter and view the Property with prospective Tenants
- (z) Not to bring on to the property and or use additional electrical or gas heating appliances and not to bring on to the property and or use a tumble drier unless previously agreed and the said appliance checked with the Landlord and payment plan then agreed with the Landlord for said use
- (aa) If the Tenant's goods or any of them or any goods belonging to a member of the Tenants' household shall not have been removed from the Premises at the time of expiration or sooner determination of the tenancy (i) to pay to the Landlord damages at a rate equal to the rent then payable for the Premises until the Tenant shall have removed all such goods and (ii) to pay to the Landlord any additional expense incurred by the Landlord in checking the said Inventory (which cannot be checked until all goods belonging to the Tenant or members of his household have been removed).
- (bb) To give the landlord a copy of any notice given under the Party Wall etc., Act 1996 within 7 days of receiving it and not to do anything as a result of the Notice unless required to do so by the Landlord
- (cc) To notify the Landlord of any post addressed to the Landlord received at the Property so that it can be collected within 7 days specifically any formal or legal notice or orders or other similar document delivered to the Premises by a third party which relate to or might significantly affect the Premises its boundaries or adjacent properties
- (dd) Not to alter or add to the property or do or allow anyone else to do anything on the property which the Tenant might reasonably foresee would increase the risk of fire (overloading of electrical sockets and such like)
- (ee) Not to tamper or interfere in anyway with the supplied fire equipment which is installed for Tenant safety and to report any such interference immediately so that the said equipment can be maintained in its full working capacity at all times and the Tenant to cover the cost of such repair/replacement
- (ff) Not to increase the number of agreed Tenants for any period of time either on a formal or informal basis without prior and express permission of the Landlord

- (gg) During the Tenancy to take such reasonable precautions expected of a householder to keep the premises free of infestation by vermin, rodents or animal fleas. Where such infestation occurs as the result of action or inaction on behalf of the Tenant, to be responsible for the appropriate costs in fumigating and cleaning and baiting any affected parts as appropriate and for rectifying and or removing the cause of such an infestation
- (hh) To keep the Premises adequately ventilated throughout the Tenancy to reduce the risk of condensation. Where such condensation occurs to promptly wipe down and clean surfaces as required from time to time to stop the build up of mould growth or damage to the Premises, fixtures and fittings
- (ii) Not to burn candles anywhere within the property due to serious fire risk
- (jj) Not to smoke within the property in any bedroom or communal area as the property is strictly a non-smoking property and if this is contravened associated costs will be applicable for the complete redecoration and replacement of any smoke damaged furniture and fixture and fitting
- (kk) Not to tamper or interfere in anyway with the supplied internet equipment which is supplied for **general** internet use and is set according to the number of tenants within the property. Not to add additional equipment, wiring or services from another provider without express permission from the Landlord. Tampering/amending of internet equipment is chargeable as well as associated call out costs to rectify

5. **PROVIDED** that if the Rent or any instalment or part thereof shall be in arrear for at least fourteen days after the same shall have become due (whether legally demanded or not) or if there shall be a breach of any of the agreements by the Tenant the Landlord may re-enter on the Property (subject always to any statutory restrictions on his power so to do) and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord

6. **THE** Landlord agrees with the Tenant as follows-

- (1) To pay and indemnify the Tenant against all assessments and outgoings in respect of the property to include one TV License, water rates, gas and electricity to the value of £6 per person per week and broadband (except any council tax payable by the Tenant under clause 4 d and e above and except charges for the supply or the use of any telephone unless otherwise agreed with the Landlord)
- (2) That the Tenant paying the Rent and performing the agreements on the part of the Tenant may quietly possess and enjoy the Property during the tenancy without any lawful interruption from the Landlord or any person claiming under or in trust for the Landlord
- (3) To return to the Tenant any rent payable for any period while the Property is rendered uninhabitable by fire the amount in case of dispute to be settled by arbitration

7. **THIS** Agreement shall take effect subject to the provisions of section 11 of the Landlord Act 1985 if applicable to the tenancy
8. **NOTICE** under section 48 of the Landlord and Tenant Act 1987

The Tenant is hereby notified that notices (including notices in proceedings) must be served on the Landlord by the Tenant at the following address:

This must be an address in England and Wales.

As 1.

AS WITNESS the hands of the parties hereto the day and year first above written

SIGNED by the above-named
(the Landlord)

SIGNED by the above-named
(the Tenant)