



propertymark

## ASSURED SHORTHOLD TENANCY AGREEMENT

To be used where the deposit is registered with the  
Deposit Protection Service (DPS) custodial scheme



[www.varsitycanterbury.com](http://www.varsitycanterbury.com)

## GUIDANCE NOTES FOR TENANTS

Welcome to your Assured Shorthold Tenancy Agreement produced by Propertymark. It is an important document as it will govern your relationship both with the Landlord of your new property and with the letting or managing Agent for the whole of the time that you are actually in residence. As such you should read the document through carefully and raise any queries with the letting Agent who gave you this Agreement.

At the same time, please be aware that you have the right to seek independent advice if you wish either from your solicitor or other advice agency.

As well as this Agreement you may be asked to sign the Check-In or Inventory which will list the Landlord's Fixtures and Fittings and the other items which the Landlord provides for your use during the Tenancy. You will also be given copies of the following documents, receipt of which is acknowledged on the final page of the Agreement itself:

- How to Rent Guide produced by HM Government
- Energy Performance Certificate for your property
- Current Gas Safety Certificate for your property – if there is a gas supply
- Details of the scheme with which your deposit will be registered including details as to how you will recover your deposit on your departure
- A check-list of the landlord deposit registration information generally described as "Prescribed Information"

If any of these documents are missing when you come to sign your Agreement, please speak with your letting agent as these documents are just as important as the Tenancy Agreement itself.

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## SUMMARY OF AGREEMENT

Landlord(s)	
Tenant(s)	
Permitted occupier(s)	
Guarantor(s)	
Premises	
Rent	
Rent due date	
Deposit	
Commencement date	
Expiry date	
Break Clause	

## DEFINITIONS

<b>Act of Parliament</b>	Any reference to any 'Act of Parliament' includes a reference to amended or replacement legislation and to subordinate legislation made under such Acts of Parliament.
<b>The Agreement</b>	References to "Agreement" or "the Agreement" are to this tenancy agreement.
<b>The Check-In Inventory and Schedule of Condition</b>	'The Check-In Inventory and Schedule of Condition' or 'Inventory' means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Landlord's Agent or an inventory clerk.
<b>Deposit</b>	'The Deposit' means any single amount of money paid by the Tenant or a third party to the Landlord or to the Agent under the Tenancy as security against the performance of the tenant's obligations under the Tenancy, the discharge of any liabilities, any damage to the Premises and/or non-payment of rent during the Tenancy.
<b>The Deposit Holder</b>	'The Deposit Holder' is the Deposit Protection Service ('DPS')—one of the organisations authorised to register Deposits under the Housing Act 2004.
<b>DPS</b>	'DPS' means The Deposit Protection Service as detailed in the Prescribed Information attached to this Agreement.
<b>Fixtures and Fittings</b>	References to the 'Fixtures and Fittings' mean any of the Landlord's contents, including all items contained in the Inventory and signed on behalf of the parties at the commencement of the Agreement or any items replacing them, including reference to any of the fixtures, fittings, furnishings or effects, floor, ceiling and wall coverings.

<b>The Guarantor</b>	Any person(s) who has agreed to meet all of the Tenant's responsibilities under the Agreement in the event the Tenant defaults on any of their obligations under this Agreement.
<b>ICE</b>	'ICE' is an Independent Case Examiner of The Deposit Protection Service ('DPS').
<b>Insurable Risks</b>	'Insurable Risks' means fire, storm, tempest and such other perils that are included in the Landlord's insurance policy if affected.
<b>Joint and Several</b>	Where the Tenant is more than one person the Tenant's covenants are joint and several. The expression 'Joint and Several' means that jointly the Tenants are responsible for the payment of all rent and all liabilities falling upon the Tenants during the Tenancy or any extension of it. Individually each Tenant is also responsible for payment of all rent and all liabilities falling upon the Tenants as well as any breach of the Agreement.
<b>Landlord</b>	The expression "Landlord" shall include anyone lawfully entitled to the Premises upon the termination of the Tenancy.
<b>The Landlord's Agent / Agent</b>	"The Landlord's Agent" or "Agent" means Varsity Canterbury of 39 Palace Street, Canterbury, Kent CT1 2DZ
<b>Permitted Occupier</b>	"Permitted Occupier", if used in the Agreement, includes any person who is licensed by the Landlord to reside at the Premises and who will be bound by all the terms of this Agreement apart from the payment of rent.
<b>The Premises</b>	References to "the Premises" include reference to any part or parts of the Premises and the curtilage of the same together with the garden, garage and parking space (if applicable).
<b>Relevant Persons</b>	'Relevant Persons' mentioned in the Prescribed Information pages attached to this Agreement means any other person or company paying the Deposit on behalf of the Tenant (e.g. a local authority, parent, or Guarantor). Relevant Persons will be given details of the scheme with which the Deposit will be registered.
<b>Stakeholder</b>	Where the Deposit is held as "Stakeholder" no deduction can be made from the Deposit without consent, preferably in writing, from both parties, or from the court, or an adjudication decision from the DPS.
<b>The Tenant</b>	"The Tenant" includes anyone to whom the Tenancy has been lawfully transferred.
<b>The Term / the Tenancy</b>	References to "the Term" or "the Tenancy" include any extension or continuation of the Agreement to any statutory periodic tenancy which may arise following the expiry or determination of the period of the Term specified in clause 2.
<b>Water charges</b>	References in this Agreement to "water charges" include references to sewerage and environmental service charges.

*The masculine gender includes the feminine gender and any reference to the singular includes a reference to the plural and vice versa.*

## ASSURED SHORTHOLD TENANCY AGREEMENT

This agreement is made on

**Between:**

"The landlord"; and

1)

2)

3)

4)

5)

"The tenant"; and

**IT IS AGREED AS FOLLOWS:**

- 1 The Landlord lets to the Tenant the residential premises known as: ("the Premises")  
The tenancy shall be from and including ("the Commencement Date") to and thereafter from
- 2 month to month and until terminated by either party serving a notice on the other in accordance with this Agreement ("the Expiration Date"), "the Term".  
The Tenant shall pay to the Landlord or the Landlord's Agent by way of rent the amount of
- 3 per month by Bank Standing Order to:  
exclusive of Council Tax but inclusive of other utilities as set out in the 'special clauses' section of this agreement.

This Agreement is intended to create an Assured Shorthold Tenancy as defined by Section 19A of the Housing Act 1988 as amended and shall take effect subject to the provisions for recovery of possession provided for by virtue of Section 21 of that Act.

- 5 Where the tenancy shall include the Landlord's fixtures and fittings ("the Fixtures and Fittings") in the Premises this includes, amongst other things, all matters specified in the Inventory and Schedule of Condition ("the Check-In Inventory and Schedule of Condition").
- 6 In the event of a default by the Tenant(s) of any of their obligations or responsibilities under the Agreement, the Guarantor(s) (if any) shall become immediately liable to remedy said default. In the event of multiple Guarantors, each shall be responsible for their tenant only. Where there is ambiguity as to the responsibility of the default, all Tenants and Guarantors will be held jointly and severally responsible.

## 7 Deposit

- 7.1 The sum of XXX shall be paid by the Tenant(s) or "The Relevant Person", to the Landlord/ Agent upon the signing of this Agreement by way of a security deposit ("the Deposit").

- 7.2 Upon the Tenant vacating the Premises and after deduction of all agreed or authorised deductions, the balance of the Deposit shall be refunded to the person or persons outlined at clause 7.1 above.

- 7.2.1 The Deposit will be held by the Deposit Protection Service ('DPS').

- 7.3 The Landlord's Agent will register the Deposit within 30 days of the commencement of the Tenancy or receipt of the Deposit, whichever is earlier, and give to the Tenant and to any Relevant Person a copy of the prescribed information together with details of the scheme applicable to the registration of the Deposit.

- 7.4 Any interest earned on the holding of the Deposit will belong to the Deposit Protection Service ('DPS').

The Deposit has been taken for the following purpose:

- 7.5
- 7.5.1 Any fees or other monies that the Agent is entitled to recover from the Tenant pursuant to the Agreement.
- 7.5.2 Any rent or other money due or payable by the Tenant under the Tenancy of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy. This will include a fine which any Agent is entitled to recover from the Tenant.
- 7.5.3 Any damage, or compensation for damage to the Premises, its Fixtures and Fittings, or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the Tenancy, insured risks and repairs that are the responsibility of the Landlord.
- 7.5.4 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Agreement, including those relating to the cleaning of the Premises and its Fixtures and Fittings, and contents.
- 7.5.5 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.

**Note: Adjudicators will consider claims against the Deposit in the order set out in the Tenancy Agreement.**

## **7.6 Protection of the Deposit:**

The Deposit Protection Service (DPS)  
The Pavilions  
Bridgwater Road  
Bristol  
BS99 6AA  
Telephone: 0330 303 0030  
Website: [www.depositprotection.com](http://www.depositprotection.com)

## **7.7 At the end of the tenancy**

**7.7.1** The Landlord/Agent must tell the Tenant within 10 working days of the end of the Tenancy if they propose to make any deductions from the Deposit.

**7.7.2** If there is no dispute the Landlord/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Agreement. Payment of the Deposit or any balance of it will be made within ten working days of the Landlord and the Tenant agreeing the allocation of the Deposit.

**7.7.3** The Tenant should inform the Landlord/Agent in writing if the Tenant intends to dispute any of the deductions required by the Landlord or the Agent from the Deposit within ten working days of the Landlord/Agent having complied with the requirements of clause 7.7.1. The Independent Case Examiner ('ICE') may regard failure to comply with the time limit as a breach of the rules of The DPS and if later asked to resolve any dispute, the ICE may refuse to adjudicate in the matter.

**7.7.4** In the event of multiple Tenants comprising the Tenant, each of them agrees with the other(s) that any one of them may consent on behalf of all the others to use alternative dispute resolution through The DPS to deal with any dispute about the Deposit at the end of the Tenancy.

**7.7.5** If, after ten working days following notification of a dispute to the Landlord/Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 7.7.6 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication process.

**7.7.6** The rights of the Landlord, the Agent and of the Tenant to take legal action through the County Court remain unaffected by clause 7.7.5 above.

**7.8** If there is a change of Landlord during the Tenancy the Tenant shall consent to the transfer of the amount of the Deposit (or the balance of it) to the purchaser or transferee of the Premises at which point the Landlord shall be released from any further claim or liability in respect of the Deposit or any part of it, recognising that the Deposit is protected and will continue to be protected by the DPS.

**7.9** The Landlord shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise 'the Tenant'.

**7.10** Where more than one person is comprised for the time being in the expression 'the Tenant', the Deposit may be repaid to any one Tenant and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid.

**7.11** Any goods or personal effects belonging to the Tenant or members of the Tenant's



household which shall not have been removed from the Premises within 14 days after the expiry or sooner, termination of the Tenancy created by this Agreement shall be deemed to have been abandoned provided that the Landlord shall have used his reasonable endeavours to give written notice of the same to the Tenant. In such circumstances the Landlord shall be entitled to dispose of such abandoned goods or personal effects as he shall see fit. The Tenant shall in any event indemnify the Landlord for any costs incurred by the Landlord in connection with the removal, storage or sale of such items.

7.11.1 The Tenant shall pay by way of damages to the Landlord any additional expenses which the Landlord shall have reasonably incurred in checking the Inventory and Schedule of Condition if the same could not reasonably be finalised until any goods or personal effects belonging to the Tenant have been removed from the Premises.

**8** The tenant agrees with the landlord as follows:

**8.1 Rent**

8.1.1 To pay the rent according to the terms of this Agreement whether formally demanded or not in accordance with clause 3 above.

8.1.2 The Tenant shall pay to the Landlord interest at the rate of 4% per annum above the Bank of England base rate from time to time on any rent or other money payable under this Agreement remaining unpaid for more than 14 days after the day on which it became due. If the Tenant or their Guarantor do not pay the rent as per this agreement, the Landlord and Agent will pursue the arrears in the small claims court and will refer the matter to Chameleon Collections of Ironmonger House, 96 Northgate Street, Chester, CH1 2HT.

8.1.3 That the Tenant, his estate or any guarantor remain liable for the obligations of this tenancy irrespective of any illness, whether physical or psychological, during the tenancy and if the Tenant(s) is a student, whether or not in receipt of a student loan. Following the death of one or more of the tenants the remaining joint tenants remain liable for the obligations of this tenancy and no provision is made for alternative accommodation in the event a tenant becomes unable to remain in a property following the death of a housemate.

8.1.4 To pay any overseas bank transfer fees or any other bank fees incurred by the Tenant and/or the Landlord or his Agent in receiving payment from or making payment to the Tenant.

**8.2 Conditions of Premises, Repair and Cleaning**

8.2.1 To keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the Landlord is liable to repair under Section 11 of the Landlord and Tenant Act 1985) and also to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises).

8.2.2 To use the Premises in a Tenant-like manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Premises with vacant possession and the Fixtures and Fittings at the

determination of the Term in the same condition and order as at the commencement of the Term and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord/Landlord's Agent.

- 8.2.3 To make good all damages, breakages, and losses to the Premises and its contents that may occur during the Term caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises (with the exception of fair wear and tear).
- 8.2.4 To keep all electric lights in good working order and in particular to replace all fuses, bulbs, fluorescent tubes and fluorescent starter switches as and when necessary.
- 8.2.5 To replace all broken glass in the Premises promptly with the same quality glass, when the Tenant or any person who is residing or sleeping in or visiting the Premises causes the breakage.
- 8.2.6 To notify the Landlord promptly, and preferably in writing, as soon as any repairs and other matters falling within the Landlord's obligations to repair the Premises or the fixtures and fittings come to the notice of the Tenant.
- 8.2.7 Upon the Landlord or the Landlord's Agent giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement, to carry out the same within a reasonable time.
- 8.2.8 To keep the windows of the Premises clean.
- 8.2.9 To wash and clean all items that may have become soiled during the Term.
- 8.2.10 To take all appropriate precautions to ensure adequate ventilation to the Premises.
- 8.2.15 To clean and disinfect any and all showerheads in the Premises every 6 months to avoid limescale build up

### **8.3 Access and Inspection**

- 8.3.1 To permit the Landlord, or any superior landlord, or the Landlord's Agent or contractors or those authorised by the Landlord, upon giving at least 24 hours notice in writing (except in an emergency) to enter the Premises at all reasonable times for the purpose of inspection and repair to include inspection and repair to any adjoining or neighbouring Premises.
- 8.3.2 To permit the Premises to be viewed at all reasonable times upon previous appointment during normal working hours made by any person who is or is acting on behalf of a prospective purchaser or tenant of the Premises who is authorised by the Landlord or the Landlord's Agent to view the Premises and to erect "For Sale" or "To Let" boards at their discretion.
- 8.3.3 To indemnify the Landlord for any loss incurred by the Landlord as a result of the Tenant failing to keep a previously agreed appointment with any third party at the Premises.
- 8.3.4 To ensure the property is clean and tidy prior to and during viewings by prospective tenants in order to present the property in the best condition and not leave valuables precariously balanced during viewings or in a manner likely to result in damage or injury to persons or property

- 8.3.5** To communicate with all named Tenants any notice or announcement from the landlord or his agent or otherwise. All named Tenants are deemed to know any information communicated to any one named Tenant.

#### **8.4 Insurance**

- 8.4.1 Not to do anything which might cause the Landlord's policy of insurance on the Premises or on the Fixtures and Fittings, to become void or voidable or causes the rate of premium on any such policy to be increased. The Tenant will indemnify the Landlord for any sums from time to time paid by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this provision.

- 8.4.2 The Tenant will promptly notify the Landlord or the Landlord's Agent of any defect to the Premises, for example in the event of loss or damage by fire, theft or other causes (whether or not caused by the act, default or neglect of the Tenant) of which he becomes aware.

- 8.4.3 The Tenant will be provided with a basic contents cover as part of the all inclusive rent, but it remains the tenants responsibility to ensure that the insurance cover is adequate and that it is topped up to provide adequate cover. If the tenant has items of value, they must make sure that they are adequately insured.

#### **8.5 Assignment, Novation and Surrender**

- 8.5.1 Not to assign, underlet (or) part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the landlord to occupy or reside in the Premises without the Landlord's written consent, such consent not to be unreasonably withheld. Not to take in lodgers or paying guests without the Landlord's written consent, such consent not to be unreasonably withheld. Where such consent is given the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees.

#### **8.6 Illegal, Immoral Usage**

- 8.6.1 Not to use the Premises for any illegal, immoral or improper use.
- 8.6.2 Not to use or consume in or about the Premises during the continuance of this tenancy any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may from this time on be prohibited or restricted by statute.

#### **8.7 Inflammable Substances and Equipment**

- 8.7.1 Not to keep any dangerous or inflammable goods, materials, or substances in or on the Premises apart from those required for general household use.

#### **8.8 Nuisance and Noise**

- 8.8.1 Not to use the Premises or allow others to use the Premises in a way which causes a nuisance, annoyance, or damage to neighbouring, adjoining or adjacent Premises, or to the owners or occupiers of them. This includes any nuisance caused by noise. Should tenants to continue to cause a nuisance to neighbours, they understand that their Universities may be contacted and that their behaviour in the local community may have an impact on their place at University

## **8.9 Utilities**

- 8.9.1 Not to tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the Premises.
- 8.9.2 Not to change or apply to change the supplier of the utilities including gas, electric, water, telephone or internet
- 8.9.3 To take meter readings each month and provide the Agent with a photograph, to ensure your account is updated regularly
- 8.9.4 The Tenant shall not have a key meter installed at the Premises or any other meter which is operational by the insertion of coins or a pre-paid card or key without the Landlord's prior written consent, such consent not to be unreasonably withheld. If the Tenant changes the supplier of the utilities then he must provide the name and address of the new supplier to the Landlord or his Agent immediately and ensure that the account is returned to the original supplier at the termination of the Tenancy and indemnify the Landlord for any costs reasonably incurred by the Landlord in reinstating the facilities for the supply of utilities commensurate with the facilities that exist as at the Commencement Date.
- 8.9.5 In the event of any supply of water, gas, electricity, telephone or internet services to the Premises being disconnected in consequence of the non-payment by the Tenant of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Tenant, then the Tenant shall indemnify the Landlord for any costs associated with reconnecting or resuming those services.
- 8.9.6 Not to change the telephone number at the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, or to procure the transfer of the telephone number to any other address.

## **8.10 Animals and Pets**

- 8.10.1 Not to keep any domestic animals or birds in the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld, delayed, or withdrawn. At the end of the Tenancy, the Tenant agrees to have the Premises cleaned to a standard commensurate with the condition of the property at the commencement of the Tenancy.
- 8.10.2 Where such consent is given, the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees.

## **8.11 Usage**

- 8.11.1 To use the Premises for the purpose of a private residence only in the occupation of the Tenant and not for business purposes.

## **8.12 Locks**

- 8.12.1 Not to install or change any locks in the Premises and not to procure the cutting of additional keys for the locks previously installed without the Landlord's prior written consent, such consent not to be unreasonably withheld.
- 8.12.2 If, in breach of this Agreement, any additional keys are made the Tenant shall provide these to the Landlord together with all remaining original keys at the

expiration or sooner termination of the Tenancy and in the event that any keys have been lost, pay to the Agent such charges as set out in the Agent's published scale of fees.

8.12.3 If any lock is installed or changed in the Premises without the Landlord's prior written consent, then to remove that lock if required by the Landlord and to make good any resulting damage.

8.12.4 Where due to any act or default by the Tenant it is reasonable for the Landlord to replace or change the locks in the Premises, the Tenant shall indemnify the Landlord for any reasonable costs that may be incurred.

8.12.5 To pay the costs associated with the tenant(s) loss or misplacement of keys requiring the landlord or his agent to provide access, replacement keys or locksmith's call out costs. Where the tenant forces entry by any means including forcing or breaking doors or windows, the tenant(s) will be liable for the full cost and associated costs of repair and/or replacement.

### **8.13 Fixtures and Fittings**

8.13.1 Not to remove any of the Fixtures and Fittings from the Premises to store the same in the loft, basement or garage (if any) without obtaining the Landlord's prior written consent, such consent not to be unreasonably withheld, and then to ensure that any such items are stored safely and upon vacating the Premises, to leave the same in the places in which they were on the Commencement Date.

8.13.2 Not to remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part of them or any substitute Fixtures and Fittings from the Premises and not to bring onto the Premises the Tenant's own equipment or effects without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

### **8.14 Alterations and Redecoration**

8.14.1 Not to decorate or to make any alterations in or additions to the Premises and not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without the Landlord's prior written consent, such consent not to be unreasonably withheld. Where such consent is given the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's published scale of fees.

8.14.2 Not to permit any waste, spoil or destruction to the Premises.

### **8.15 Empty Premises**

8.15.1 Before leaving the Premises vacant for any continuous period of 28 days or more during the Term, to provide the Landlord or the Landlord's Agent with reasonable notice and to take reasonable precautions to prevent freezing.

8.15.2 To ensure that at all times when the Premises are vacant, all external doors and windows are properly locked or are otherwise properly secured and that any alarm is activated and that any control number is not changed without the consent of the Landlord, such consent not to be unreasonably withheld.

8.15.3 If the Premises are vacant for a period of over two weeks, the Tenants should allow the water to run from all outlets in the Premises for one minute before

consuming or otherwise using the water.

#### **8.16 Drains**

- 8.16.1 Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services serving the Premises.
- 8.16.2 Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.
- 8.16.3 To clear any stoppages or blockages when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes and ventilation ducts which serve the Premises, if they are caused as a result of the Tenant's negligence and/or misuse.

#### **8.17 Affixation of Items**

- 8.17.1 Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlord's written consent, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage.
- 8.17.2 Not to affix any items to the walls (including posters, strip lighting or the like) of the Premises either internally or externally using glue, nails, picture hooks, blue/white tack or sticky tape without the Landlord's prior written consent, such consent not to be unreasonably withheld. Any markings at the end of the tenancy will result in tenant liability to cover the cost of redecorating the affected wall(s).

#### **8.18 Washing**

- 8.18.1 Not to hang any washing, clothes or other articles outside the Premises or otherwise than in such place as the Landlord may designate or permit and not to hang or place wet or damp articles of washing upon any item or room heater.

#### **8.19 Costs and Charges**

- 8.19.1 To protect the Landlord from loss arising from a claim that may be brought against the Tenant as a consequence of a breach by the Tenant of any covenant contained in this Agreement. Such loss shall be deemed to include any charges which the Landlord may reasonably incur in connection with proceedings in a court of law against the Tenant but without prejudice to a Tenant's right to have such costs assessed by the relevant court.
- 8.19.2 To indemnify the Landlord for any loss incurred by the Landlord or his Agent resulting from the dishonouring of any cheque issued by the Tenant or by a third party on the Tenant's behalf or for any loss arising from the cancellation or non-completion of a standing order payment by the Tenant or the Tenant's bankers.

#### **8.20 Refuse**

- 8.20.1 To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin.
- 8.20.2 Not to allow rubbish to accumulate in the house or garden or outbuildings or any other area of the Property.

8.20.3 To remove all the Tenant's refuse and rubbish from within and without the premises and, where appropriate, make arrangements with the local authority or other for its prompt removal at the expense of the Tenant. Where the Landlord or his Agent provides permission for refuse and rubbish to remain at the premises following the tenants' departure, the Tenant will ensure it is stored outside in proper receptacles, as directed by the City Council, for removal.

8.20.4 To safeguard wheelie bins or other receptacles provided for disposal of waste and to replace at the tenant's own cost any wheelie bin or receptacle lost or stolen

8.20.5 To ensure all wheelie bins or other receptacles are emptied and cleaned at the termination of the Tenancy and stored securely. The Tenant shall be liable for the cost of replacing any missing wheelie bins or receptacles provided.

#### **8.21 Smoking**

8.21.1 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance on the Premises, without the Landlord's prior written consent which shall not be unreasonably withheld.

#### **8.22 Garden**

8.22.1 To keep the garden in the same character, weed free and in good order and to cut the grass at reasonable intervals during the growing season.

#### **8.23 Inventory and Check-Out**

8.23.1 The Tenant shall indemnify the Landlord or Landlord's Agent for any loss arising from the failure of the Tenant to keep a mutually agreed appointment to complete the check-out procedures at the termination or sooner ending of the Tenancy, which, for the avoidance of doubt, shall include indemnifying the Landlord or Landlord's Agent for any costs incurred in arranging a second check-out appointment. If the Tenant does not keep the second appointment, any assessment made by the Landlord or the Landlord's Agent shall be final and binding on the Tenant. Should the Landlord or his Agent fail to attend such appointment, the Tenant's reasonable costs incurred in attending the Premises will be met by the Landlord.

#### **8.24 Notices**

8.24.1 To promptly forward to the Landlord or his Agent any notice of a legal nature delivered to the Premises touching or affecting the Premises, its boundaries or neighbouring properties.

#### **8.25 Headlease**

8.25.1 If applicable to observe all of the non-financial covenants on the part of the Landlord (as lessee under the headlease) as set out in the headlease of the Premises a copy of which has been provided to the Tenant prior to the date of this tenancy.

#### **8.26 Smoke alarms and Carbon Monoxide detectors**

8.26.1 To keep all smoke alarms and Carbon Monoxide detectors in good working order and in particular to replace all batteries as and when necessary and to check the alarms and Carbon Monoxide detectors monthly to ensure that they work.



8.26.2 The Tenant shall not burn any solid fuel in the Premises without the prior, written consent of the Landlord, such consent not to be unreasonably withheld.

### **8.27 Burglar Alarms**

8.27.1 To set the burglar alarm at the Premises (if any) when the Premises are vacant and at night.

8.27.2 To notify the Landlord or the Agent of any new burglar alarm code immediately and to confirm that notification in writing.

8.27.3 To indemnify the Landlord for any costs that may be incurred by the Landlord arising from the misuse of the burglar alarm by the Tenant, his family or visitors.

### **8.28 Immigration Act**

8.28.1 If the Tenant has a time limited Right to Rent in the United Kingdom as defined by the Immigration Act 2014, the Tenant shall, upon receipt of any communication touching or concerning their residency status in the United Kingdom from a relevant government department or body, advise the Landlord or his agent of such and shall provide them upon request copies of any such written communication.

### **8.29 Leaving The Tenancy Early & Before The End Of The Fixed Term**

8.29.1 The Tenant is bound by the terms of this Agreement for the fixed term as stated in clause 2 of this Agreement. Where one or more parties to this Agreement wish to withdraw, the Landlord or his Agent may allow a replacement Agreement to be drafted and signed by the remaining parties to this Agreement and any suitable substitute replacement for the departing Tenant where six months or more remain on the fixed term of this Agreement. The Landlord or his Agent will re-market the property, conduct viewings and draw up a new tenancy agreement at a cost, payable in advance under the Tenant Fees Act. This agreement will remain in effect until any new agreement is signed by all parties and dated, after which, the departing Tenant will be released from this Agreement.

8.29.2 All named Tenants will actively contribute to finding a suitable substitute to replace any early departing Tenant in an attempt to mitigate the early departing Tenant's loss. Where the remaining Tenants obstruct a suitable substitute, they may be liable for any consequential loss suffered by the early departing Tenant.

8.29.3 Regardless of any loss suffered by the Tenant a replacement Tenancy Agreement may not be agreed for a period of less than six months because the termination of any agreement under six months is not legally enforceable. Where the landlord permits an Agreement of less than six months, the Tenant agrees to be liable for any consequential losses to the Landlord where the Tenant fails to depart at the expiration of a valid Section 21 Notice.

8.29.4

The replacement tenant must be agreed upon by all remaining tenants and the replacement tenant must also be a full-time student.

### **8.30 Guarantors**

8.30.1 To provide a credit worthy guarantor based in England, Wales or Northern Ireland prior to the signing of this tenancy agreement or within the time frame specified by the Landlord or his Agent in writing, unless specifically agreed otherwise in



writing. Failure to provide such guarantor will be a breach of this tenancy agreement.

### **8.31 Mould, Mildew & Condensation**

8.31.1 To take all appropriate precautions to ensure adequate ventilation to the Premises.

8.31.2 To take reasonable and prudent steps to adequately heat and ventilate the premises in order to help prevent condensation mould and mildew. Where such condensation occurs, to take care to promptly wipe down and clean surfaces as required from time to time to limit the build-up of mould and mildew growth or damage to the premises, its fixtures and fittings.

### **8.32 Fire Safety**

8.32.1 To close bedroom doors when not in use for access to prevent the spread of fire, smoke, odour or sound into common areas.

8.32.2. Not to leave gas hob ignited so as to cause, or potentially cause, a gas explosion. Further, in such event the Tenant will not turn on any light switch until after the house has been ventilated following the build-up of such gas.

8.32.3. Not to leave gas hobs ignited or electric hobs on and unattended, e.g. whilst answering a phone, and not to leave inflammatory material (e.g. newspaper or recipes), sufficiently close to hobs so as to cause, or potentially cause, a fire.

8.32.4. Not to use any lighted candles or naked flames nor any alternative means of light or heat or cooking, other than that specifically provided by the Landlord or his Agent, within any part of the property at any time or season. Nevertheless safe use of matches or lighters is permitted for the sole purpose of lighting hobs.

8.32.5. To take care not to cause an overload of the electrical circuits by the inappropriate use of multi socket electrical adapters or extension cables when connecting appliances to the Mains electric system. Specifically, chain linking extension leads is not permitted.

8.32.6. To ensure fire escape routes are kept clear. A fire escape route is the planned means of escape from fire which shall be provided to the Tenant at the commencement of this Agreement.

8.32.7. Not to use door stops or prevent fire doors from closing by any other means or to tamper with or remove any door closer.

8.32.8. Not to tamper or in any way interfere with any safety equipment, nor electrical light, nor electric socket, nor plumbing, nor heating, nor notices, nor exit-signs, nor devices including fire extinguishers, fire blankets and smoke alarms. The tenant agrees to notify the landlord or his agent, and not conceal any damage or damaged fire prevention or fire-fighting equipment.

**9** The landlord agrees with the tenant as follows:

### **9.1 Quiet Enjoyment**

9.1.1 That the Tenant paying the rent and performing and observing the obligations on the Tenant's part contained in this Agreement shall peaceably hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any

person rightfully claiming under, through or in trust for the Landlord.

## **9.2 Insurance**

- 9.2.1 To insure the Premises and the Fixtures and Fittings specified in the Check-In Inventory and Schedule of Condition to their full value with a reputable insurance company normally covered by a householder's comprehensive policy.

## **9.3 Interest and Consents**

- 9.3.1 That he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable him to enter this Agreement (whether from superior landlords, mortgagees, insurers or others) have been obtained.

## **9.4 Repair**

- 9.4.1 To keep in repair and proper working order all mechanical and electrical items including all working machines, dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the Check-In Inventory. Provided that this Agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his duty to use the Premises and the equipment and effects in a tenant-like manner.

## **9.5 Safety Regulations**

- 9.5.1 The furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended in 1993.
- 9.5.2 The gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be given to the Tenant when signing this Agreement.
- 9.5.3 The electrical appliances at the Premises comply with the Electrical Equipment (Safety) Regulations 1994.
- 9.5.4 The Premises are compliant with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 at the start of the Tenancy.

## **9.6 Legionella**

- 9.6.1 The Landlord is responsible for ensuring that the Premises are compliant with Health and Safety Executive form ACO1 L8 'The Control of Legionella Bacteria in Water Systems' at the start of, and throughout the Tenancy. This is done via the Landlord properly undertaking a Legionella risk assessment and, if necessary, making any required changes to the water system of the Premises.

## **10 It is mutually agreed as follows:-**

- 10.1** Any agreement or obligation on the part of the Tenant (howsoever expressed) to do or not to do any particular act or thing shall also be construed as an obligation on the part of the Tenant not to permit or allow the same act on the part of any other person(s).

## **10.2 Rent Review**

- 10.2.1 It is agreed that the rent as defined in this Agreement will be reviewed on the anniversary of this Tenancy and upon each subsequent anniversary in line with the change in the Retail Prices Index (RPI) for the previous 12 months and the rent

varied accordingly either by way of an upward or downward adjustment.

### **10.3 Repair**

10.3.1 Sections 11–16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to this Agreement. These require the Landlord to keep in repair the structure and exterior of the Premises (including drains, gutters, and pipes) and keep in repair and proper working order the installations in the Premises for the supply of water, gas, electricity, sanitation, and for space and water heating. The Landlord will not accept responsibility for charges incurred by the Tenant that might otherwise be the Landlord's responsibility, except in the case of an emergency.

10.3.2 The Landlord shall take all reasonable steps to ensure that the Premises shall comply with the Homes (Fitness for Human Habitation) Act 2018.

### **10.4 Reimbursement**

10.4.1 Where the Landlord is entitled to do anything at the cost or expense of the Tenant and thereby incurs a loss, then the Tenant shall pay by way of damages the loss so suffered by the Landlord promptly and when requested. Failing to do so, the Landlord may treat his loss as a deductible sum from the Deposit in accordance with clause 7.5 hereof at the end of the Tenancy.

### **10.5 Data Protection and Confidentiality**

10.5.1 The Tenant's personal data, which will be processed in the execution of this Agreement, will be handled in accordance with the General Data Protection Regulation (EU) 2016/679. Further details regarding this processing activity is set out in the associated Privacy Notice, available upon request. The tenant agrees that the Landlord or Agent has authority to pass on their contact details to relevant people/companies in order to administer this agreement which will include but not limited to passing details on to utility companies and contractors.

### **10.6 Council Tax**

10.6.1 The Tenant shall pay the Council Tax in respect of the Premises provided always that in the event of the Landlord paying such tax, whether under a legal obligation or otherwise, the Tenant shall repay the same to the Landlord upon demand. If any tenant leaves University and loses their student exemption from paying council tax, that tenant will be responsible to pay any council tax which becomes due to be paid, whether the bill is issued by the Council, Landlord or Agent.

### **10.7 Forfeiture**

10.7.1 If at any time the rent or any part of the rent shall remain unpaid for 14 days after becoming payable (whether formally or legally demanded or not); or if any agreement or obligation on the Tenant's part shall not be performed or observed; or if the Tenant shall become bankrupt or enter into a Voluntary Arrangement with his Creditors; or if any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 apply, being Ground 2, 7A, 8, 10, 11, 12, 13, 14, 15 or 17; then the Landlord may re-enter upon the Premises provided he has complied with his statutory obligations and has obtained a court order and at that time the tenancy shall end, but the Landlord retains the right to take action against the Tenant in respect of any breach of the Tenant's agreements and obligations contained in the tenancy.

## **10.8 Interruptions to the Tenancy**

10.8.1 If the Premises are destroyed or made uninhabitable by fire or any other insured risk, Rent will cease to be payable until the Premises are reinstated; unless insurance monies are not recoverable because of any act or omission by the Tenant, his family, friends or visitors; or the insurer pays the costs of re-housing the Tenant.

10.8.2 If the Premises are not made habitable within one month, either party to this Agreement may terminate this Agreement by giving immediate written notice to the other party.

## **10.9 Notices**

10.9.1 The Landlord notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is 39 Palace Street, Canterbury, Kent CT1 1DZ.

10.9.2 The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any notices, or documents relating to the deposit protection scheme used in this Agreement, or any other documents related to this Agreement served on the Tenant shall be sufficiently served if sent by ordinary first class post to the Tenant at the Premises or the last known address of the Tenant or left addressed to the Tenant at the Premises. This clause shall apply to any notices or documents authorised or required to be served under this Agreement or under any Act of Parliament relating to the tenancy.

10.9.3 Service shall be deemed valid if sent by email to the following email address provided by the Tenant at the start of the tenancy and which the Tenant has confirmed as being their own:

The Tenant may also serve notice by email to the following email address which the Agent/Landlord has confirmed as being their own:

info@varsitycanterbury.com

Both the Tenant and the Agent/Landlord confirm that there are no limitations to the recipient's agreement to accept service by such means as set out in clause 4.2 of Practice Direction 6A of the Civil Procedure Rules.

If the email is sent on a business day before 16:30 then it shall be deemed served that day; or in any other case, the next business day after the day it was sent.

10.9.4 At the end of the initial fixed term as specified in clause 2 hereof, the Term shall continue on a month-by-month basis until either party shall serve on the other a written notice to bring the same to an end. Such notice, when served by the Landlord, should expire not less than two months after the same shall have been served on the Tenant. In the case of a notice served by the Tenant, such notice should expire no less than one month after service of the same on the Landlord.

10.9.5 The Tenant as noted in this Tenancy Agreement has been informed that the property is subject to a mortgage and is subject to the provisions under Ground 2 of Schedule 2 of The Housing Act 1988. At the start of the tenancy, the Tenant was advised that the Landlord owns the Premises and that their lender may have a power of sale of the premises if the Landlord does not make their mortgage payments for the premises, where the lender may claim repossession

#### **10.10 Jurisdiction**

10.10.1 This Agreement will be subject to the jurisdiction of the Court in England and Wales.

#### **10.11 Documentation**

10.11.1 The Tenant acknowledges receipt of the documents listed in the Guidance Notes for Tenants attached to this Agreement.

#### **10.12 Floorplans, Renovations & Drawings**

10.12.1 It is agreed between the parties that all plans and drawings (whether or not seen by the Tenant) showing the design, layout and area of the Property and all its fittings as well as the Building of which the Property forms part are for illustration purposes only and shall not to be relied on by the Tenant as to actual onsite fact. It is agreed between the parties that the Landlord shall not be liable if any plan or drawing is not completely accurate or in line with the finished product or should the contents or fittings of the Property not match what was at any time advertised.

#### **10.13 Parking**

10.13.1 For any Property that does not have off-street parking available, the Landlord cannot guarantee the availability or acceptance of an application for permit parking from the relevant local council.

#### **10.14 Restrictions**

10.14.1 The Agent or the Landlord or the Landlord cannot be held responsible in any way should your university impose any restrictions on travel or study in any respect. All parties shall remain liable to all terms within this agreement regardless of any situation that may arise including but not limited to; lockdowns, online learning or tuition, or university closure.

### **SPECIAL TERMS AND CONDITIONS**

#### **All Inclusive Bills & Fair Usage Policy**

##### **1. All Inclusive Bills**

1.1 The rent is inclusive of; gas, electricity, water, waste water, TV licence, & tenants content insurance, subject to fair usage.

1.2 The Agent or Landlord will provide the Services through a contract with a third party service provider.

1.3 Upon the signing of this Tenancy Agreement, the Landlord or Agent will enter into a fixed-price wholesale

utility contract with the service provider. The Landlord or Agent will incur the charges irrespective of under-usage of the utilities meaning that the rent charged inclusive of bills will remain the same throughout the tenancy unless there is an over-usage as per the fair usage policy highlighted below. This means that the tenants' bills will be locked in and will not be vulnerable to changes in the market rate as they otherwise would.

## 2. Fair Usage Policy

2.1 The Tenants are provided with an all-inclusive rent. The utilities are included within the rent and tenancy agreement. Therefore, we request you, the tenant(s), use these facilities with consideration to ensure fair use.

2.2 The purpose of this policy is to bring about awareness of usage of utilities and to encourage residents to be considerate and careful in the use of these services and to encourage them to make 'greener' choices.

2.3 The Utilities and Services subject to this Policy are Electricity, Gas & Water.

2.4 Your usage will be included up to a fixed allowance based on the size of your accommodation and contract length.

2.5 Your energy usage allowance is based on the number of tenants in your property, see table below for details:

Number of Tenants	Usage Allowance (Per annum)			Total
	Gas annual allowance	Electricity annual allowance	Water annual allowance	
3	£904.92	£892.68	£707.64	£2,505.24
4	£1,136.64	£1,065.96	£812.40	£3,015.00
5	£1,434.96	£1,161.60	£876.36	£3,475.92
6	£1,727.52	£1,331.04	£943.44	£4,002.00
7	£2,027.16	£1,421.76	£970.48	£4,427.40
8	£2,337.96	£1,597.92	£1,013.12	£4,949.28

2.6 These figures are provided by our chosen energy supplier and represent a reasonable allowance for a student property based on over six years of historical usage data.

2.7 Any usage exceeding the fair policy laid out above will be charged to you at the end of the tenancy, either by invoice or a deduction from your deposit, at our energy supplier's standard variable tariff. The tenant can use up to the allowance stated above and will not be refunded for any under usage. The monies owed will either be collected by us directly, **or we will pass your details to a 3rd party to recover costs from all tenants on the tenancy agreement.**

2.8 If you are consistently using too much energy, your meter can be switched to a prepayment meter

2.9 We encourage you to submit regular meter readings to us throughout the year, which we will monitor, where a smart meter is not present.

### Internet and Telephone

Where Internet is included, the tenant agrees to comply with the relevant service providers fair use policy relating to downloads, and also to comply with all laws governing downloads and indemnify the landlord fully

in respect of any unlawful behaviour. The tenant also notes that any loss of (or poor) internet service is beyond the landlord or agents control, who will not be held responsible for any loss(es) or inconvenience whatsoever. We provide the standard broadband internet service (unless Fibre is specifically stated) and we cannot guarantee the download speed. Download speed will be determined by the area, infrastructure and other variables. The tenant agrees to assist the service provider with any fault finding / diagnostics at their own expense as and when required.

You will be responsible to pay for any costs associated with the telephone line. We will endeavor to implement a call barring service (where available) to avoid any costs. We do not provide a landline telephone and would recommend that you do not plug one in.

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move in date. The Landlord agrees to ensure the property is cleaned in advance of the move in date of the first Tenant, as provided by the Tenant. Where less than one month's notice is provided, the property may not be ready for occupation causing the move-in date to be delayed. The Tenant(s) may not comment upon the condition of the property in advance of the move in date provided to the Landlord or his Agent by the Tenant.

### Storage

The tenant agrees not to store possessions in the property until their move in date in order to prevent the invalidation of any insurance policy and increased risk of burglary.

### Discounts

Notwithstanding clause 3, the Landlord specifically agrees to reduce the rent as stated in clause 3 by 50% during the first two months (July and August) of a twelve-month Fixed Term Tenancy, provided the Tenant is not resident during the first two months of the Tenancy and the Tenant is neither permitted to take up occupation nor store belongings in the Property during the first fourteen days of the Tenancy under any circumstances. The Tenant remains liable for standing charges for all utility bills during any discounted period. Where the Tenant wishes to reside during any discounted period, a request must be made in writing at least one month in advance of the intended move in date for the Landlord's consideration. Where the Landlord agrees for the Tenant to take up occupation during the discounted period, any discount formerly offered shall be withdrawn.

### Equipment

For the avoidance of doubt, unless specifically stated otherwise in writing, none of the following are provided at the property: televisions, gardening equipment, microwaves, toasters, kettles, mops, buckets, brooms, dustpans, bedding, crockery/cutlery or the like.

Signed by the Tenants;

SIGNED

SIGNED

SIGNED

SIGNED

SIGNED