

ASSURED SHORTHOLD TENANCY AGREEMENT

IMPORTANT

This agreement contains the terms and obligations of your tenancy. It sets out the promises made by the Landlord to the Tenant and by the Tenant to the Landlord. These promises will be legally binding once the Agreement has been signed by both parties and then dated. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this agreement using plain and intelligible language, it inevitably contains some legal terms or references.

If either party does not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

ASSURED SHORTHOLD TENANCY AGREEMENT TENANCY CONDITIONS

1. DEFINITIONS AND INTERPRETATION

The intention of providing this list of definitions and interpretations is to help explain or clarify some terms or expressions that may be found in this tenancy agreement. It is not meant to be an exhaustive or complete list. In the event of a dispute, only a court can decide on a definitive interpretation or meaning of any clause, or of any part of this agreement.

1.1 In these Tenancy Conditions:

"Building" means the building known as Studios 51, Moland Street, Birmingham, B4 7AY

"Common Parts" means the entrance foyer, stairs, lifts, corridors, laundry, courtyard, common room and any other areas within the Building provided for the benefit of all tenants generally.

"Contents" means the furnishings and effects to be found in the Apartment as listed in the Inventory to be provided to the Tenant on moving-in to the Apartment;

"Offer of Tenancy" means the Offer of Tenancy addressed to the Tenant which is enclosed with these Tenancy Conditions;

"Apartment" means the apartment as defined in the Offer of Tenancy, including its fixtures and fittings, carpets, doors and internal glass, but excluding the Service Media within the apartment

"Service Media" means heating and hot water systems, electrical services for power and lighting, drainage and water services or any other gas, electrical or any other media serving the Apartment but excluding any Internet service provided;

"Tenancy Agreement" means the tenancy agreement constituted by the Offer of Tenancy and these Tenancy Conditions;

"Tenancy Period" means the period from and including the **Tenancy Start Date** and ending on and including the **Tenancy End Date**, as set out in the Offer of Tenancy;

"Tenant" means the Tenant stated in the Offer of Tenancy;

"Rent" means the sum payable on the Rent Payments Dates by the Tenant for the Tenancy Period as set out in the Offer of Tenancy;

"Rent Payment Dates" means the dates that the Rent is due to the Landlord as set out in the Offer of Tenancy;

"Method of Rental Payment" means the agreed method of payment for any rents payable as set out in the Offer of Tenancy;

"Deposit" means the sum payable by the Tenant for performance of the Tenant's obligations as set out in the Offer of Tenancy;

"Tenancy Deposit Scheme" means the statutory scheme to which the Landlord is a member for the adjudication of disputed deposits;

"Inventory" means the list of contents of the Apartment provided to the Tenant at the Tenancy Start Date and;

"Managing Agent" means any letting or managing agent, or any other duly authorised person, notified to the Tenant, who is acting from time to time on behalf of the Landlord;

“Guarantor” means the person or persons who undertake to perform the Tenant's covenants within this Tenancy Agreement if at any time during the Tenancy Period the Tenant defaults in the observance or performance of any covenant.

Any reference to either one gender includes the other and any reference in the singular shall include the plural, if appropriate.

- 1.2 Unless set out to the contrary above, all terms defined in the Offer of Tenancy shall have the same meanings in these Tenancy Conditions.
- 1.3 Reference to the **"Landlord"** is the person / persons who at any relevant time own, or have a formal interest in, the premises that gives them the right to possession of the premises and thus is the person who at any particular time has the right to receive Rent under the Tenancy Agreement.
- 1.4 Any obligation on the Landlord or the Tenant not to do any act or thing includes an obligation to take all reasonable steps not to permit or suffer any other person to do any such act or thing.
- 1.5 Where any party to the Tenancy Agreement comprises of two or more persons, all their obligations can be enforced against them jointly or as separate individuals.
- 1.6 The headings in these Tenancy Conditions are for convenience only and are not to be considered in interpreting the Tenancy Agreement.

2. THE LETTING

- 2.1 The Landlord lets the Apartment to the Tenant for the Tenancy Period.
- 2.2 The Tenant is granted the following rights for the benefit of the Apartment in common with the Landlord and all other tenants of the Building (including all other persons from time to time duly authorised by the Landlord):
 - 2.2.1 the right (shared with the Landlord, any superior Landlord and other occupiers of the Building) to use the Common Parts, including the right to come and go to and from the Apartment over such of the Common Parts as are designed or designated to afford access on foot only; and
 - 2.2.2 And in the case of the communal laundry room and common room, to use them for the normal purposes of such facilities provided that:

2.2.2.1 The Tenant is to pay any charges for the laundry facilities;

The Landlord and any superior Landlord may from time to time vary or exclude some or all of the Common Parts over which the Tenant has these rights provided the Tenant continues to have reasonable means of access to and from the Apartment.

- 2.3 The Landlord reserves the following rights over the Apartment
 - 2.3.1 the right to the free passage and running of water, soil, gas and electricity through any pipes, cables, wires, drains or sewers passing in or through the Apartment.
 - 2.3.2 the right of entry referred to in Clause 3.12

3. THE TENANT'S OBLIGATIONS

PLEASE NOTE: These are the things that the Tenant agrees to do or not to do. It is important for the Tenant to understand what he must or must not do. If the Tenant breaks, or does not comply with any of these obligations, the Landlord may be entitled to claim damages or compensation from the Tenant, or to seek other legal remedies against the Tenant, including the possibility of eviction.

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The Tenant agrees with the Landlord as follows:

- 3.1** The Tenant shall accept the Apartment, the Common Parts and the Building as being in good and Tenable repair and condition as at the Tenancy Start Date unless the Tenant informs the Landlord in writing of any defects in the condition and repair within 48 hours of the Tenancy Start Date.
- 3.2** The Tenant shall accept that all the Contents are present in the Apartment unless the Tenant informs the Landlord in writing that items are missing from the Inventory within 48 hours of the Tenancy Start Date.
- 3.3** To pay the Rent promptly on the Rent Payment Dates, and in accordance with the Method of Rental Payment as set out in the Offer of Tenancy, whether formally demanded or not. The Tenant will not set-off any amounts against the Rent. Payments by other persons on behalf of the Tenant will be considered as if payments from the Tenant.
- 3.4** If payment of the Rent or any other money due from the Tenant is late, the Landlord reserves the right to charge interest at the rate of 3% per annum above the base rate of National Westminster Bank and from time to time on the outstanding amount from the date payment was due until the payment is made in full (both before and after any judgment by a Court). Interest will be charged on a daily basis and shall be compounded monthly, and the Landlord may recover the interest as though it were rent.
- 3.5** To pay a fair and reasonable proportion of the cost of providing electricity, gas (if any) and water (the "Utilities") to the Building (such proportion to be determined by the Landlord.) The Rent includes the cost of the Landlord providing the Utilities at an allowance of £300.00 per Tenant per Tenancy Period but this allowance will not necessarily provide the Tenant's total requirement and may need to be topped up by payment of additional sums. If the Tenant's share of the Utilities exceeds the Tenancy Period allowance then the Tenant will pay a fair and reasonable proportion of the overall additional consumption as determined by the Landlord.

The Landlord will notify the Tenant, in writing, of the additional costs for the Utilities and the Tenant will pay such additional costs to the Landlord upon demand.
- 3.6** To pay a security Deposit for the performance of the Tenant's obligations.
- 3.7** To pay to the Landlord a sum equal to the cost of any insurance premium (plus insurance premium tax) which the Landlord pays for the provision of tenancy deposit protection under the Tenancy Deposit Scheme as enacted by the Housing Act 2004, such payment not to exceed £10.00 (Ten Pounds).
- 3.8** To pay an administration fee of £25 plus VAT for each letter sent to the Tenant in respect of late payment of Rent or any other amount due from the Tenant under the terms of the Tenancy Agreement.
- 3.9** To promptly notify the Landlord of any damage to or defect in the Apartment and/or the Contents and/or the Building.
- 3.10** To operate the Service Media and electrical appliances in the Apartment in accordance with the manufacturer's instructions and not change, damage, alter or interfere with them in any way and to ensure that any electrical appliances which do not belong to the Landlord comply with all relevant standards and regulations
- 3.11** To pay a fair and reasonable proportion, as determined by the Landlord acting reasonably, of the costs incurred by the Landlord in making good damage to the Apartment or the Common Parts and/or in replacing any fixtures or fittings damaged therein which arises due to any act of the Tenant or any of its guests or any failure by the Tenant to observe and comply with the obligations of the Tenant under the Tenancy Agreement. If there is no evidence to the contrary, then the cost of repairing any damage shall be apportioned as if:

 - 3.11.1** all the Tenants of the Apartment or any guest of the Tenant caused the damage to the shared facilities in the Apartment; and;

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3.11.2 all the tenants entitled to use the Common Parts caused the damage to the Common Parts.

3.12 To allow the Landlord and those authorised by the Landlord upon a minimum of 24 hours written notice (except in cases of emergency) to enter the Apartment at reasonable times to:

3.12.1 inspect its condition;

3.12.2 carry out any necessary repairs or alterations to the Apartment and/or Building;

3.12.3 maintain, repair and, if necessary, replace the Service Media and any pipes, cables, wires, drains and sewers within the Apartment

3.12.4 carry out viewings of the Apartment with prospective tenants or buyers.

The Landlord will cause minimum reasonable inconvenience to the Tenant and will, wherever possible, carry out the works after the end of the Tenancy Period.

3.13 Provide the Landlord with a certificate of exemption for Council Tax or, if the Tenant does not provide such a certificate, the Tenant will reimburse the Landlord for the Council Tax which is payable during the Tenancy Period or until the Tenant provides such a certificate in respect of the Apartment and/or the Tenant's use of the Apartment or any other part of the Building including television license fees, charges for the use of a telephone in the Apartment and rental or other recurring charges during the Tenancy Period, if requested.

3.14 Maintain the Apartment and, jointly and severally with the other Tenants of the Apartment, the Common Parts in at least as good Tenantable repair and decorative order and clean condition as it is in at the Tenancy Start Date.

3.15 Maintain the Contents in the Apartment, and jointly and severally with the other tenants of the Building (as the case may be) the Common Parts in at least as good repair and condition as they are in on the Tenancy Start Date except for fair wear and tear (and the Inventory provided to the Tenant on moving in to the Apartment shall be evidence of their existing condition, and any defect shall be noted in such inventory) in accordance with Clause 3.2.

3.16 Not remove any of the Contents from the Apartment or the Common Parts.

3.17 To occupy the Apartment personally for residential purposes only as a student in full time attendance at a college or university institution.

3.18 Not transfer the tenancy created by the Tenancy Agreement to anyone else (including not to assign, underlet, sublet, take in lodgers or paying guests, charge or part with possession of the whole or any part of the Apartment).

3.19 Not to share occupation of the Apartment with any other person

3.20 Not carry on any profession, trade or business whatsoever in the Apartment.

3.21 Not use the Apartment or permit any guest or visitor of the Tenant in the Apartment for any improper, immoral or illegal purpose nor in any way which may, in the reasonable opinion of the Landlord, be a nuisance, damage or annoyance to the Landlord or to the other tenants/ landlords of the Building or any adjoining premises and in particular, each Tenant will:

3.21.1 not cause any noise which, if made within the Apartment, can be heard outside the Apartment;

3.21.2 not keep or use drugs, the possession or use of which is prohibited by statute (including but not limited to the Misuse of Drugs Act 1971);

3.21.3 not harass, threaten or assault any other tenants of the Building or their guests or any personnel of the Landlord or any other person;

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- 3.21.4** not keep, store or use in the Building any gas or oil heater or other fuel burning appliance, including candles, incense sticks or deep fat fryers
- 3.21.5** attend a safety meeting at the beginning of the Tenancy Period arranged by the Landlord or Agent and the local fire brigade as required;
- 3.21.6** not bring shopping trolleys, road signs, or any other article into the Building which is not needed for normal residential occupation, and;
- 3.21.7** not to use or smoke, or allow others to use or smoke, cigarettes or any other form of tobacco in the Apartment or the Common Parts.
- 3.22** Not damage or leave in a dirty or untidy state any parts of the Building

 - 3.22.1** Not alter, modify, decorate, add to or in any way interfere with the structure of the Apartment, the Contents, the Common Parts or the Building.
 - 3.22.2** Not block, or put damaging substances into, the sinks, baths, lavatories, cisterns or pipes in the Apartment, or the Common Parts.
 - 3.22.3** Not change any of the locks of the Apartment or Common Parts
 - 3.22.4** Not park any vehicle on any Common Parts, approaches or private roads belonging to the Building
- 3.23** At the end of the Tenancy Period, however it ends, the Tenant is to:

 - 3.23.1** Hand to the Landlord all keys to the Apartment and the Common Parts;
 - 3.23.2** Give the Landlord vacant possession of the Apartment;
 - 3.23.3** Ensure that the Apartment and the Contents are completely clean and tidy and are in the condition required by this Agreement.
 - 3.23.4** Take the opportunity to attend an inspection of the Apartment to be carried out by the Landlord or his representative;
 - 3.23.5** Leave all the Contents in the same positions in the Apartment as at the beginning of the Tenancy Period.
- 3.24** Not to glue, stick, blue tack, nail, tack, screw fix or fasten anything whatsoever to the Apartment in any manner which may damage the structure or decorations or to place or fix anything on either side of the windows the Apartment.
- 3.25** Ensure that any refuse is deposited in the receptacles provided for that purpose in the Building.
- 3.26** Not erect any external wireless or television aerial or satellite dish.
- 3.27** To purchase a TV License for the Tenant's personal use in the Room
- 3.28** Not keep any animal, bird, insect or reptile in the Apartment, except for any guide dog.
- 3.29** Not do anything in the Apartment or the Common Parts which would invalidate the insurance of the Building or entitle the insurers to refuse to pay out policy monies, or prejudice or increase the premium payable for the policy of insurance of the Building for the time being in force.
- 3.30** Not obstruct any means of access within the Building.

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- 3.31** Pay all reasonable and proper costs and expenses (including legal costs), and fees payable to a surveyor and any value added tax thereon) incurred by the Landlord in reasonable consideration of proceedings to recover outstanding Rent or any sum incurred as a result of the Tenant not performing the obligations of the Tenant under the Tenancy Agreement.
- 3.32** Not to tamper with the Landlord's fire prevention and control equipment and to vacate the Building (and to ensure that any visitors of the Tenant do so) immediately whenever the fire alarm is sounded.
- 3.33** Not to use designated fire escapes except for the purposes of emergency escape.
- 3.34** To comply with any reasonable regulations of the Landlord which may be notified to the Tenant in writing from time to time, and in the event of conflict between the terms of these Tenancy Conditions and any such regulations, the terms of these Tenancy Conditions shall prevail.
- 3.35** To report any accident or incident to the Landlord as soon as possible after it occurs and in any event within 48 hours after the incident or accident. If reasonably requested to do so by the Landlord, to complete an incident or accident form and return it to the Landlord.

4. THE LANDLORD'S OBLIGATIONS

PLEASE NOTE: These are the things that the Landlord agrees to do or not to do. If the Landlord breaks or does not comply with any of his obligations in this agreement or of his statutory obligations, the Tenant may be entitled to claim damages or compensation from the Landlord, or to seek legal remedies against the Landlord.

The Landlord agrees with the Tenant as follows:

- 4.1** That if the Tenant pays the Rent and performs all the obligations of the Tenant under the Tenancy Agreement, then the Tenant may quietly possess and enjoy the Apartment during the Tenancy Period without any interruption from the Landlord or any person acting on the Landlord's behalf (as otherwise expressly set out in these Tenancy Conditions to the contrary);
- 4.2** To comply with the requirements of Section 11 of the Landlord and Tenant Act 1985 which imposes obligations on the Landlord to repair the structure and exterior (including drains, gutters and external pipes) of the premises; to keep in repair and proper working order the installations in the premises for the supply of water, gas and electricity (as appropriate) and for sanitation (including basins, sinks, showers and sanitary conveniences); to keep in repair and proper working order the installations in the premises for space heating and heating water. In determining the standard of repair required by the Landlord under this clause, regard shall be had to the age, character and prospective life of the premises and the locality in which it is situated.
- 4.3** To maintain, repair, clean, decorate and provide adequate heating and lighting to the Common Parts;
- 4.4** To maintain all Service Media serving the Apartment and / or the Common Parts;
- 4.5** To provide an adequate supply of hot and cold water, heating and electrical power to the Apartment;
- 4.6** To maintain equipment in the Common Parts.
- 4.7** To insure the Building under an insurance policy subject to any exclusions and excesses that are usually imposed in residential insurance policies, but nothing in this clause shall oblige the Landlord to claim under such policy

5. ALTERNATIVE ACCOMMODATION

5.1 The Landlord reserves the right during the Tenancy Period to move the Tenant to alternative accommodation (which may be in a hotel) only for the purpose of carrying out emergency repairs or for whatever reason the accommodation is not habitable PROVIDED THAT:

5.1.1 The Tenant is given reasonable notice; and

5.1.2 The Tenant will occupy the alternative accommodation on the terms of the Tenancy Agreement

6. AGREEMENTS AND DECLARATIONS

6.1 It is agreed between the Landlord and the Tenant that if at any time:

6.1.1 the whole or any part of the Rent shall be unpaid for one month after it becomes due (whether legally demanded or not); or

6.1.2 there has been a serious breach, non-performance or non-observance of the Tenant's obligations; or

6.1.3 the Tenant ceases to be a student in full time education; or

6.1.4 any of the grounds set out in the Housing Act 1988 Schedule 2 apply

The Landlord may apply for a Court Order stating that the Landlord shall be entitled to repossess and enjoy the Apartment as if the Tenancy Agreement has not been granted. If the Court Order is granted the Tenancy shall end in accordance with the terms of the Court Order but without prejudice to any right of action or remedy of either the Landlord or the Tenant in respect of any previous breach of the other's obligations under the Tenancy Agreement.

7. THE DEPOSIT

7.1 The Deposit as set out in the Offer of Tenancy is paid by the Tenant to the Landlord's Managing Agent

7.1.1 The Deposit is held by The Managing Agent as Stakeholder. The Landlord and Managing Agent are members of the Tenancy Deposit Scheme.

7.1.2 Any interest earned will belong to the Landlord.

7.2 Purpose of the deposit

The Deposit has been taken for the following purposes:

7.2.1 Any damage, or compensation for damage, to the Apartment or the Building, 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

7.2.2 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 Tenancy Agreement, including those relating to the cleaning of the premises, its fixtures and fittings.

7.2.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Apartment for which the tenant is liable.

7.2.4 Any rent or other money due or payable by the tenant under the Tenancy Agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy.

7.3 Declaring that for the purpose of this clause;

7.3.1 the Tenant or any guest of the Tenant within the Apartment caused the damage to the Apartment;

7.3.2 all the Tenants entitled to use the Common Parts caused the damage to the Common Parts.

In the absence of any evidence to the contrary, the cost of remedying any such damage shall be apportioned at the discretion of the Landlord.

7.4 The fair costs incurred in compensating the Landlord for, or rectifying or remedying any meaningful breach by the Tenant of his obligations under this agreement, including those relating to the cleaning of the Apartment

7.5 Any unpaid council tax incurred at the property for which the Tenant is liable.

7.6 Any rent or other money lawfully due or payable by the Tenant under this agreement of which the Tenant has been made aware of and which remains unpaid after the Tenancy End Date.

7.7 Dealing with the Deposit after the end of the Tenancy

7.7.1 At the end of the Tenancy Period, the Tenant will be given the opportunity to attend a check-out inspection with a representative of the Landlord with a view to reaching an agreement as to what, if any, deductions the Landlord shall make from the Deposit

7.7.1.1 However, the Landlord reserves the right to draw on the Deposit at any time in payment of any sums due from or spent on behalf of the Tenant under the Tenancy Agreement

7.8 The Managing Agent will inform the Tenant within 10 working days of the end of the Tenancy if they propose to make any deductions from the Deposit

7.9 If there is no dispute the Managing Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Tenancy Agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit

7.10 The Tenant should try to inform the Managing Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Managing Agent as due from the Deposit within 20 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

7.11 If, after 10 working days following notification of a dispute to the Managing 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 be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.

7.12 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 7.10 and 7.11 above

7.13 The Tenant will not set-off the Deposit against any payment of Rent due to the Landlord

8. GUARANTOR

The Guarantor agrees with the Landlord:

- 8.1** That if at any time during the Tenancy Period the Tenant defaults in payment of the Rent or any part of it at the times fixed for payment or in observing or performing any of the covenants and conditions contained in this Tenancy Agreement the Guarantor will pay the rents or observe or perform those covenants or conditions notwithstanding any time or indulgence granted by the Landlord to the Tenant or any other act or thing whereby but for this provision the Guarantor would have been released.
- 8.2** That if this Tenancy is disclaimed or if the Landlord forfeits it and if the Landlord so requests in writing within three months after the date of such disclaimer or forfeiture the Guarantor will take from the Landlord a tenancy of the Apartment for a term equal to the residue of the Tenancy Period which would have remained had there been no disclaimer or forfeiture at the same rent and subject to the same covenants and conditions as are contained in this Tenancy Agreement (with the exception of this Clause) such new tenancy to take effect from the date of the disclaimer or forfeiture and in such case the Guarantor will pay the proper and reasonable costs of such new tenancy.

9. SEVERABILITY

If any term, condition or provision contained in the Tenancy Agreement shall be held to be invalid, unlawful or unenforceable to any extent, the validity, legality or enforceability of the remaining parts of the Tenancy Agreement shall not be affected.

10. NOTICE

- 10.1** As required by 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 care of the Managing Agent by the Tenant at the following address:
- Mainstay Student Division, Whittington Hall, Whittington Road, Worcester WR5 2ZX.
(until the Tenant receives written notification of a different name or address for the Landlord)
- 10.2** Any notices served by the Landlord on the Tenant must be in writing and will be deemed to have been served if sent by recorded or first class post to, or left at, the Apartment or the Tenant's last known address in the United Kingdom
- 10.3** Within seven days of receipt, the Tenant is to give to the Landlord a copy of any document or communication relating to the Apartment received by the Tenant.

11. PAYMENT BY CREDIT OR DEBIT CARD

The Landlord reserves the right to take payment of late Rent and any associated administration fees from the relevant Tenant's credit or debit card. Details of credit or debit cards will be taken from the relevant Tenant's application forms or from those details provided on the relevant Tenant's checklist and shall be held on record. Payments by credit card shall be subject to a 1.5% transaction charge on the amount paid.