

Assured Shorthold Tenancy Agreement Halls of Residence

For letting residential dwelling house at:
1 Bed Apartment The Summit (G), LE2 7BF

Tenancy Reference: inst-393

THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is an assured shorthold tenancy within the meaning of the Housing Act 1988, as amended by the Housing Act 1996.

Date ___ / ___ / ____ (Date of Signing)

Landlord(s) Sample Landlord: Halls
123 Generic Halls
LE2 7DR

Note: Any notice under Section 48 of the Landlord and Tenant Act 1987 can be served on the Landlord at the address above

Tenant Miss Sample Tenant
123 Sample Street
Sample
AB1 2CD

Note: If two or more persons are named above then their obligations to the Landlord shall be joint and several

Property 1 Bed Apartment The Summit (G), LE2 7BF

Contents The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory . (Inventory to be provided at time of move in).

Term For the term of 12 months , commencing on 01/07/2014.

Rent and Payment	From	To	Total Rent
	Start of Tenancy (01/07/2014)	19/10/2014	Single payment of £XXXX
	20/10/2014	18/01/2015	Single payment of £XXXX
	19/01/2015	03/05/2015	Single payment of £XXXX
	04/05/2015	End of Tenancy (30/06/2015)	Single payment of £XXXX

The tenant agrees to pay a summer retainer equivalent to half rent for 8 weeks which forms part of the payment due on the 1st July. The tenant will not be able to live in the property during this period without the prior consent of the landlord. Full rent is payable for the remaining 44 weeks of the tenancy with occupational rights commencing on the 26th August 2014.

Landlord Agent SULETS
First Floor
Campus Centre Building
Mill Lane
Leicester
LE2 7DR

The Landlord lets the Property and the Contents to the Tenant at the Rent for the Tenancy Period on the Standard Letting Terms set out in this

Tenancy Agreement as varied or supplemented by any Special Letting Terms.

This is an Assured Shorthold Tenancy under the Housing Act 1988 (as amended). The Tenant understands that the Landlord will be entitled to recover possession of the Property when the Tenancy Period ends.

The Landlord's name and address set out above are to be used by the Tenant for all notices (including those in legal proceedings) until the Tenant receives written notification of a different name or address for the Landlord.

STANDARD LETTING TERMS

In these Letting Terms:

- (a) provisions relating to the Property apply to every part of it and its fixtures fittings and decorations;
- (b) when two or more persons are together the Landlord or the Tenant, they are responsible for their obligations both jointly and individually;
- (c) the Landlord includes the persons from time to time entitled to receive the Rent;
- (d) if the Landlord holds the Property on a lease, the Landlord will procure that (where appropriate) his obligations are fulfilled by the superior landlord; and
- (e) the headings are only for convenience and are not part of the Letting Terms.

A: LANDLORD'S OBLIGATIONS

A1. Occupation by Tenant

The Landlord will give the Tenant exclusive uninterrupted occupation of the Property, together with the exclusive use of the Contents, during the Tenancy Period for as long as the Tenant complies with the Tenant's Obligations under this Tenancy Agreement.

A2. Main repairs

The Landlord will maintain in good condition:

- (a) the outside of the Property,
- (b) the main structure of the Property (including drains, gutters and external pipes), and
- (c) the fixed water, gas, electrical heating and sanitation appliances in the Property (including basins, sinks, baths and sanitary conveniences but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity), but this does not include remedying any damage caused by the Tenant unless the cost is met by insurance under clause A4.

A3. Landlord's payments etc

The Landlord will pay for any charges arising from the use of :-

Standard Internet Access as well as:

Electricity, Gas, Water,

If the Landlord holds the Property on a lease, the Landlord will pay the rents and other sums payable under that lease and will observe all obligations imposed on him by that lease except for those which are the Tenant's obligations under this Tenancy Agreement

A4. Insurance

The Landlord will:

- (a) arrange for the property and the Contents (but not the Tenant's possessions) to be insured under comprehensive insurance policies,
- (b) use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as practicable,

and

- (c) refund to the Tenant any Rent paid for any period in which the Property is uninhabitable or inaccessible as a result of damage.

but b) and c) will not apply if the insurers refuse to pay out the policy monies because of anything the Tenant has done or failed to do in breach of the Tenant's Obligations under this Tenancy Agreement.

B: TENANT'S OBLIGATIONS

B1. Payment of Energy Contribution

On signing this Agreement the Tenant will immediately pay the Energy Contribution to the landlord's agent. This is not a deposit and is not refundable at the end of the tenancy.

The Energy contribution is:

£100 per person, per annum for renewing tenants (All properties)

£200 per person, per annum for new tenants who sign for an apartment before the 31st of December 2013 (All properties)

£275 per annum for new Summit tenants thereafter (Single occupiers)

£295 per annum for new Regents Court and Queens Court tenants thereafter

£500 per annum for new Couples (All properties) thereafter

B2. Payment of Rent

The tenant will pay the Rent on the due date according to the payment schedule detailed in the Rent and Payment schedule. All Rent, deposit or Energy Contribution payments will be payable by bank transfer and sent to:

Account Name: Student Union Lettings Limited

Account Number: 10301470

Sort Code: 16-23-21

B3. Interest on late payment and costs

If the Tenant fails to pay, within 21 days of the due date, any amount of Rent or other sum payable to the Landlord under this Tenancy Agreement, the Tenant will, on demand, pay to the Landlord interest on that amount at the rate of three per cent per year above the base rate of a London clearing bank chosen by the Landlord, calculated from the due date until actual payment.

If the Tenant fails to comply with the Tenant's Obligations, the Tenant will be liable to pay to the Landlord, in addition to any interest on late payment, the Landlord's proper and reasonable costs (including legal fees, court fees and other professional fees, VAT and out-of-pocket expenses) incurred in remedying the Tenant's breach, or in connection with or in contemplation of enforcing the Landlord's rights and the Tenant's obligations in this Tenancy Agreement. These costs will be payable within 14 days of the Landlord's invoice, and if not paid will carry interest from the due date until actual payment.

B4. Outgoings

The Tenant will promptly pay charges for:

Television Licence

Council Tax / Rates

Telephone

Tenants agree to use all utilities within the premises in accordance with the tenant's occupation as a private dwelling house. An allowance for energy is included subject to payment of the energy contribution by the tenant. This allowance will enable the tenant to utilise the premises and the fittings reasonably within the term. The landlord reserves the right to charge the tenant over and above this allowance where usage is deemed to be exceptionally unreasonable.

B5. Use of the Property and Contents

The Tenant will:

- (a) use the Property and Contents carefully and properly and will not damage them,
- (b) take proper precautions to prevent the escape of water in or from the Property,
- (c) not bring any dangerous substances onto the Property or do anything which would ordinarily be expected to invalidate the insurance of the Property or the Contents or entitle the insurers to refuse to pay out policy monies or to increase the insurance premiums.

- (d) be responsible for the actions of anyone who is in the Property with the Tenant's permission.
- (e) not permit smoking in the property.
- (f) comply with all laws and the recommendations of the relevant utility suppliers and insurers.

B6. Maintain the condition of the Property

The Tenant will:

- (a) keep the inside of the Property in as good condition as at the date of this Tenancy Agreement,

B7. Replace damaged items

The Tenant will immediately pay for or replace:

- (a) any glass which is broken by the Tenant, or their visitors or agents.
- (b) any Contents which are damaged, destroyed or lost, by the Tenant, visitor or their agents and
- (c) any components of gas, electrical, heating or other appliances which become defective due to misuse, but, if the Tenant complies with clause B5, the Tenant will not be responsible for damage by risks insured under clause A4.

B8. Liability for communal areas

Students occupying a cluster apartment will be jointly and severally liable with all other occupants for all communal areas including kitchens, bathrooms and living rooms.

B9. Allow entry by the Landlord and Agent

The Tenant will allow the Landlord or the Landlord's Agent and any superior landlord (and where necessary with workmen and others) at all reasonable times during the Tenancy Period on reasonable prior written notice (or without notice in emergency) to enter the Property where required for the purpose of:

- (a) repairing or painting the outside of the Property or carrying out any structural or other necessary repairs to the Property, or
- (b) examining the state and condition of the Property and of the Contents, or
- (c) showing the Property to prospective tenants or purchasers

B10. Notice to repair

If the Landlord or the Landlord's Agent gives the Tenant written notice requiring the Tenant to remedy any failure by the Tenant to comply with clauses B5 to B7 above, the Tenant will carry out the necessary remedial work within one month from being given the notice.

B11. No assigning or underletting etc

The Tenant will not:

- (a) assign, underlet, charge or part with possession of the whole or any part of the Property, except by an assignment of the whole Property with the Landlord's prior written permission, which will not be unreasonably withheld,
- (b) take in lodgers,
- (c) share occupation of the Property with any person not named in the agreement without the landlords prior written permission
- (d) sell, lend, charge or otherwise dispose of, or part with possession of, any of the Contents.

B12. Private residential use only

The Tenant will not carry on any profession trade or business whatsoever at the Property but will use it only as a private residence for the Tenant personally and the Tenant's immediate family.

B13. Proper conduct

The Tenant will not:

- (a) do anything at the Property which is illegal or immoral or is a nuisance disturbance or annoyance to the occupiers of any adjoining premises.
- (b) hang on the outside of the Property any flowerbox flowerpot or similar object or any clothes or other articles, without the Landlord's prior written permission,(which will not be unreasonably withheld).
- (c) block, or put noxious or damaging substances into, the sinks baths lavatories cisterns or waste or soil pipes in the Property or allow them to overflow,
- (d) leave the entrance doors of the Property open,
- (e) change any of the locks of the Property or have any duplicate keys made without the Landlord's prior written permission,
- (f) keep any dog, cat, bird or other animal or reptile in the Property, without the Landlord's prior written permission,(which will not be unreasonably withheld).
- (g) make excessive noise after 11pm which is likely to cause disturbance or annoyance to adjoining properties.

B14. No alterations

Unless the landlord has given specific consent the Tenant will not:

- (a) alter or add to the Property internally or externally,
- (b) decorate the exterior of the Property,
- (c) change the decor of the interior of the Property, or
- (d) erect any external aerial or satellite dish at the Property.

B15. Pass on notices

The Tenant will promptly give to the Landlord or Agent a copy of any letter,notice, order or legal proceedings relating to the Property received by the Tenant.

B16. Obligations at end of Tenancy Period

The Tenant will:

- (a) at the end of the Tenancy Period (however it ends) -
 - (i) hand to the Landlord or the Landlord's Agent all keys to the Property,
 - (ii) give the Landlord vacant possession of the Property,
 - (iii) leave all the Contents in the Property in the same rooms and the positions as at the start of the tenancy,
 - (iv) ensure that the Property and the Contents are completely clean and tidy and are in the condition required by these Letting Terms, and
 - (iv) attend an inspection of the Contents to be carried out by or on behalf of the Landlord's Agent.

C: TERMINATION

C1. Landlord's right of termination

The Landlord is entitled to terminate this Tenancy Agreement including during the fixed term of the tenancy and will serve a Section 8 notice upon the tenant and thereafter will apply to the court for a possession order to evict the tenant if:

- (a) any instalment of the Rent is not received in full within 28 days of the date when the Landlord formally demands it after it has fallen due, or

- (b) the Tenant breaches any of the aforementioned terms or
- (c) the Tenant becomes bankrupt or an interim receiver of his property is appointed, or
- (d) the Tenant (without making arrangements with the Landlord or the Landlord's Agent) leaves the Property vacant or unoccupied for more than three weeks.
- (e) any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the Housing Act 1988 apply

C2. Effect of Termination

Termination of this Tenancy Agreement under clause C1 ends the Tenancy Period but does not release the Tenant from any outstanding obligation.

D: TERMINATION BY TENANT

D1. Consumer Protection (Distance Selling) Regulations 2000

If the Landlord and the Tenant communicated exclusively by distance means before this Tenancy Agreement came into effect, the Tenant is entitled to cancel this Tenancy Agreement by giving written notice to the Landlord. The notice must reach the Landlord within 7 working days after (but not including) the date of this Tenancy Agreement. Once the Landlord starts to provide services to the Tenant (eg issuing keys) it is too late for the Tenant to cancel, even if less than 7 working days have elapsed since this Tenancy Agreement came into effect.

D2. If one or more of the Tenants wishes to leave

Except as stated in clause D1, the Tenant is not entitled to terminate this Tenancy Agreement before the end of the Tenancy Period.

The Landlord may (entirely at its discretion) release any one or more of the Tenants from their obligations in this Tenancy Agreement if the Tenant finds a replacement student occupier who is reasonably acceptable to the Landlord. The following conditions will apply to any early release of one or more Tenants from this Tenancy Agreement:

- (a) the Tenant must make payment for, or put right to the Landlord's reasonable satisfaction, all subsisting breaches of the Tenant's obligations before the replacement occupier moves into the Property;
- (b) the replacement occupier must sign an agreement in similar terms to this one, for a period lasting at least until the end of the Tenancy Period;
- (c) The tenant must pay the landlord for preparing a new tenancy agreement.
- (d) refunds and deductions from the Deposit (if any) must have been agreed.

D3. Effect of Termination

If the Tenant validly ends this Tenancy Agreement under clause D1, the Landlord will refund to the Tenant all monies already paid under this Tenancy Agreement and the Tenant shall have no further liability.

If the Landlord releases one or more Tenants under clause D2, the effect of the release will depend on the circumstances:

- (a) The Landlord may choose to release all the Tenants and grant a new tenancy to the new occupiers (in which case liability will not transfer from the first tenancy to the second) or
- (b) The Landlord may release individual Tenants if they assign their individual interests in the tenancy to the new occupier (in which case those who stay in the Property, and the new occupiers, will be liable throughout the Tenancy Period).

D4. The Tenancy Period

In this Tenancy Agreement the Tenant agrees to take a tenancy of the Property and pay the Rent throughout the Tenancy Period. The only circumstances in which the Landlord will make any refund, allowance or concession against the Rent are:

- (a) if the Landlord is in serious breach or persistent breach of the Landlord's Obligations in this Agreement; or
- (b) if the Tenant validly cancels this Tenancy Agreement under clause D1.

Refunds, allowances or concessions will not be given for late arrivals or early departures. If the Tenant fails to take up their tenancy, the Landlord will use reasonable endeavours to try and find a replacement tenant, but the original Tenant will remain liable for Rent until a replacement takes responsibility for the Property.

E. GUARANTEE

In consideration of the Landlord entering into this agreement, the guarantor agrees with the Landlord and Tenant that the Guarantor will ensure that the Tenant pays the Rent and performs and observes the Tenant's obligations under the Tenancy Agreement. If the Tenant does not pay the Rent and/or perform and observe the Tenant's obligations, the Guarantor will do so instead, and will reimburse the Landlord for any losses, damages, costs and expenses suffered by or incurred by the Landlord as a result.

SPECIAL LETTING TERMS

Apartments ranging from £170- £175

The Energy Contribution payable for this apartment is: £200 for single occupancy if signed before 31.12.13 £275 for single occupancy if signed after 01.01.14 £400 for double occupancy if signed before 31.12.13 £500 for double occupancy if signed after 01.01.14

SIGNED by the Landlord or an authorised person of SULETS as agent for the Landlord

Agent or Landlord Sign Here

(1) **SIGNED** by Sample Tenant
(The Tenant)

Sample Tenant Sign Here

DRAFT

GUARANTOR AGREEMENT

for residential lettings

Landlord(s) Sample Landlord: Halls
123 Generic Halls
LE2 7DR

Property The dwelling house known as 1 Bed Apartment The Summit (G), LE2 7BF.

Term For the term of the lease commencing on 01/07/2014.

Tenant(s) Guarantor(s)

Tenant's Name(s) & Address

Sample Tenant
123 Sample Street
Sample
AB1 2CD

Name & Address of Guarantor(s)

Mr Sample Guarantor
123 Sample Street
Sample

AB1 2CD

IMPORTANT - PLEASE READ

I will act as a guarantor for my nominated tenant for the above stated property. I have had an opportunity to read and accept the tenancy agreement.

I will ensure that the Tenant pays the Rent and performs and observes the Tenant's obligations under the Tenancy Agreement. If the Tenant does not pay the Rent and/or perform and observe the Tenant's obligations, the Guarantor will do so instead, and will reimburse the Landlord for any losses, damages, costs and expenses suffered by or incurred by the Landlord as a result.

I understand I am only acting as guarantor for my nominated tenant and that the guarantors are not jointly and severally liable.

SIGNED by Guarantor

Mr Sample Guarantor Sign Here

Date Here

Relationship to Tenant