

ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a residential dwelling

Important Notes for Tenants

- This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.
- Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually. The total sum of the deposit and the first month's rent must be paid on or before the start date of this tenancy agreement in order for keys to be released and access to the premises granted. The total sum is not automatically or equally divisible by the number of occupants.
- If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

THIS AGREEMENT IS MADE: 23rd July 2018

LANDLORD: VM3 Ltd

LANDLORDS AGENT: Lighthouse Property Services
39a Carholme Road
Lincoln
LN1 1RN

Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address

TENANT(S):

PROPERTY: Brayford Court, 57-59 Carholme Road, LN1 1RS

CONTENTS: The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory

TERM: For the term of eleven months

COMMENCING ON: 15th September 2018

RENT: £395.00 (three hundred and ninety five pounds)
PAYMENT: in advance by equal payments of £ 395.00 on the 15th of each month

DEPOSIT: A deposit of £95.00 is payable one month in advance of the tenancy start date

1. The Landlord lets and the Tenant takes the Property for the Term at the Rent payable as above.
2. The parties agree that it is their intention to create an assured shorthold tenancy agreement within the meaning of the Housing Act 1988 as amended by the Housing Act 1996

This means that the agreement is for a specified time only as defined above and after the termination date the Landlord can regain possession of the property but not before.

3. The Tenant agrees with the Landlord to:

Rent and Bills

- 3.1 Pay the Rent on the days specified by the Landlord's Agent
- 3.2 Pay the Deposit on the date specified by the Landlord's Agent
- 3.3 The Landlord shall pay all reasonable gas, water and electrical charges for appliances supplied by the Landlord. A maximum allowance of £55.00 per person per month is set. Should this figure be exceeded the landlord reserves the right to levy a charge to cover the additional cost. It is the tenants responsibility to monitor their own usage. Additional appliances belonging to the tenants and used on the premises e.g. electric heaters, tumble driers, air conditioners, de-humidifiers, static and fixed fans and gas heaters require prior consent from the Landlord/Agent.

This means your rent includes normal usage of gas, water and electric. If your usage is higher than normal you can be charged for it. This means turning off the central heating when you leave the home for the day, turning lights off and not leaving appliances running when not needed etc. A energy saving tips Q and A leaflet can be supplied upon request.

- 3.4 To pay Council Tax

If a tenant ceases to become a student for council tax purposes i.e. 20 hours study per week they shall no longer be exempt from council tax and shall be liable for any council tax due. It is the tenants responsibility to provide proof of student status i.e. enrolment number, college dates etc.

Use of the Property

- 3.5 Not to assign sublet or part with the possession of the Property or let any other person live at the Property

You are not allowed to rent out any of the rooms or charge people for staying at the Property.

- 3.6 Not carry on any profession trade or business or take in lodgers or paying guests at the Property or put up any notice boards or other notices or use the Property for any purpose other than as a private residence

You are only allowed to use the Property as a private residential house and nothing else

- 3.7 Not to do or allow at the Property anything which is illegal or anything which may be or become a nuisance or annoyance to the Landlord, the tenants or occupiers of any neighbouring premises

Keep within the law and respect your housemates and neighbours

- 3.8 Not to do anything which may increase the insurance premium on the Property or which may cause any insurance of the Property to become void

Do not do anything which might affect the insurance such as leaving doors unlocked or windows open

- 3.9 Not keep pets at the Property
- 3.10 Not permit smoking inside the property by tenants or guests. If smoking has occurred and damage has been sustained to the interior of the property or it's contents, the tenant is liable for the cost incurred by the landlord to have any discoloured decorations or damage to fixture and fittings professionally redecorated, cleaned or replaced.

Condition

3.11 Keep the Property clean and keep the interior of the Property in good repair and condition and not damage the Furniture and Contents nor remove any of them from the Property

You will be responsible for the cost of any damage to the walls, doors, windows or furniture provided by the Landlord. It is important that you complete the inventory when you move in so that you and the Landlord both know what furniture was in the house and in what condition. It is advised that all tenants arrive together and complete the inventory jointly within the specified time frames.

3.12 Replace all broken glass in doors and windows damaged during the Term

3.13 Not to damage or injure the property or contents or make any alteration or addition to it. Not to redecorate the property without the written consent of the Landlord.

Do not repaint the inside or outside walls of the Property without first getting the permission of the Landlord who will also want to approve the colours

3.14 Not to glue stick or otherwise fix anything to the exterior or interior of the Property without the prior written consent of the Landlord

Do not put up shelving etc without first getting the permission of the Landlord

3.15 Keep the garden driveway pathways hedges and rockeries neat tidy and do not remove any trees or plants

Keep the exterior of the property rubbish free and tidy and remember to put out rubbish out on refuse collection day.

3.16 To allow access to the Landlord or its agent at reasonable times of the day and upon giving 24 hour notice (unless in the case of an emergency) to inspect and view the Property and its condition and repair.

We need access to the Property to carry out maintenance and monitor the condition of the property.

3.17 To immediately report maintenance work to the Landlord or its agent, including damage to the Property or furniture.

Any unnecessary call out requiring sub-contractor involvement will incur a minimum £50.00 charge. This includes lock outs.

3.18 Do not block any ventilators in the Property

3.19 Do not block the drains in the Property (refrain from pouring fat down the sink etc.)

3.20 Do not install portable heaters fired by liquid or bottled gas fuels without obtaining the Landlord's or its agents permission. Do not light candles within the property or conduct yourself in a manner to promote the risk of a fire.

3.21 Regularly test all smoke detector and if necessary replace the batteries. Lightbulbs are also consumables

3.22 Do not change the locks on the doors or the windows without the prior consent of the Landlord

3.23 Pay and arrange for the removal of all vermin, pests and insects, if infestation begins during the term,

3.24 The Landlord grants the tenancy of the property to the named Tenant upon the condition that the attached inventory.

3.25 Should this tenancy agreement be formed in the name of a single tenant, it is agreed that the connection to communal areas; the cost will be shared equally between tenants.

Leaving the Property vacant

3.26 Do not leave the Property vacant for more than 28 days without notifying the Landlord or its agents.

3.27 When you leave the Property during the Term unattended make sure that you secure all locks and bolts to the doors, windows and other openings.

Every time you leave the Property make sure that the Property is secure and that no one can easily break in

End of the Term

3.28 To permit the Landlord or any person authorised by the Landlords agent at reasonable hours to enter and view the Property with prospective tenants or purchasers. This includes granting access for prospective tenants to view the property during the lead up and period within the academic year set by University, whenever that might be, so that new tenants can be secured for the following academic year.

The Landlord will wish to show new tenants around the Property, just like they did with you

3.29 Leave the Property in good repair and condition in accordance with the Tenant's obligations under the Agreement and repair or replace any of the Furniture and Contents and the Landlord's fixtures and fittings which may be broken lost damaged or destroyed during the tenancy (except for reasonable wear and tear)

Make sure that the Property is not damaged in any way and if any furniture that was provided with the Property has been lost or damaged, then it must be replaced or repaired. You will not be required to replace furniture or contents which have been damaged through normal wear and tear. Again, it is important that at the beginning of the tenancy you check the inventory as this will be used to check the state of the furniture at the end of the tenancy. The premises should also be left clean in particular the appliances, washer, cooker, oven etc. If professional cleaners are required you will be charged accordingly.

3.30 Leave the Furniture and Contents at the end of the tenancy in the same position as they were in at the beginning of the tenancy

If you move any of the furniture or contents provided by the Landlord, then make sure you put them back where you found them at the beginning of the Term

3.31 Pay for the washing and cleaning (including ironing and pressing) of any bedding curtains and carpets and any other items which may be required at the end of the tenancy

3.32 To return the keys of the Property to the Agent on the agreed termination date or at the end of the tenancy whichever is the sooner

You must return the keys when directed or you will be responsible for paying the cost of the Landlord in securing the Property.

4. The Landlord agrees with the Tenant that:

4.1 Provided that the Tenant shall pay the Deposit and Rent and perform his obligations contained in clause 3 the landlord shall permit the Tenant to have quiet enjoyment of the Property without any interruption by the Landlord or his Agent

As long as you pay the rent on time and do not breach any of the agreement contained in clause 3, the Landlord will not interrupt or disturb you during the Tenancy save for where required in clause 3.

4.2 The Landlord will return to the Tenant any rent payable for any period during which the Property may have been rendered uninhabitable by fire or any other risk which the Landlord has insured

If you are unable to live at the Property due to it being damaged and the Landlord has a valid claim under the insurance, you will be reimbursed with the rent that you have paid for the period when you were not in the Property

- 4.3 The Landlord will return the Deposit at the end of the Term deducting any money due from the Tenant under this Agreement (including any unpaid bills and reconnection charges and any expenses and legal costs incurred because of the Tenant's failure to comply with this Agreement)

If the Landlord incurs any costs due to your failure to comply with the obligations contained in clause 3, he will deduct such costs from your returnable deposit.

- 4.4 That the Landlord will keep the Property insured (unless the insurance is made void due to the fault of the Tenant) for an amount which the Landlord considers appropriate against loss or damage by fire storm tempest explosion and any other risks (subject to normal excesses) as the Landlord considers appropriate and in the event of damage covered by insurance to apply the insurance payment received in repairing and (if necessary) rebuilding the Property

The Landlord will insure the property against all normal risks. If the Property is damaged and the insurance pays out, the Landlord will use that money to repair and rebuild the Property. It is Tenants responsibility for insuring their personal possessions e.g. computers, stereos

- 4.5 Keep in repair the structure and exterior of the Property (including drains, gutters and external pipes)
- 4.6 Keep in repair and proper working order the installations in the Property for the supply of water gas and electricity and for sanitation (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)
- 4.7 Keep in repair and proper working order the installations in the Property for space heating and heating
- 4.8 Comply with the remaining provisions of section 11 of The Landlord and Tenant Act 1985

Provisos

5. If:

- 5.1 the Rent or any other money due to the Landlord from the Tenant under the terms of this Agreement is unpaid 3 days after it was due, the landlord will claim interest under section 69 of the County Court Act 1984 at the rate of 8% a year or any subsequent rate change by legislation
- 5.2 any Rent is unpaid 14 days after it was due (whether legally demanded or not) or
- 5.3 the Tenant fails to comply with any other obligations under this Agreement or
- 5.4 any of the following Grounds in Schedule 2 of the Housing Act 1988 apply namely Ground 2 Ground 8 or Grounds 10-15 inclusive the Landlord may re-enter the Property and end the tenancy (without affecting any right of the Landlord to claim any arrears of Rent or to claim for any other obligation owed to the Landlord under this Agreement)
6. If the Tenant leaves any possession at the Property after the tenancy ends the Landlord may remove them and dispose of them (including selling them) and may deduct any expense from the Deposit
7. Any notice under this Agreement shall be in writing and may be served:
- 7.1 on the Tenant personally or by leaving it for him at his last known address or by sending it by registered post or recorded delivery to his last known address
- 7.2 on the Landlord at the address given at the beginning of this Agreement or such other address as may be notified to the Tenant from time to time and the provisions of Section 196 of the Law of Property Act 1925 (as amended) shall be deemed to be incorporated in this Agreement.

Data Protection

- 8.0 The tenant hereby authorises and requests lighthouse Property Services ("the Company") to release any Information held about the Tenant to the Landlord of the Property.
- 8.1 The Company undertakes with the Tenant that it will treat all Information held about the Tenant as strictly private and confidential and will keep the Information secure at all times.

8.2 The information will only be released to the Landlord on the following basis:

That the Landlord will treat the Information as strictly private and confidential.

That the Information will only be disclosed to the Landlord's banker and/or advisers on the basis that they treat the Information as private and confidential and keep the Information totally secure at all times.

9. THE DEPOSIT

The holder of the deposit will register the deposit with, and provide other required information to, the Tenancy Deposit Scheme within 30 days of the commencement of the tenancy or the taking of the deposit whichever is earlier and provide proof to the tenant of compliance. If the holder of the deposit fails to provide proof within 30 days the tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

A leaflet entitled *What is the Tenancy Deposit Scheme?*, explaining how the deposit is protected by the Housing Act 2004, is attached to this document for the tenant by the person holding the deposit being Lighthouse Property Services.

At the end of the tenancy

The deposit will be released following the procedures set out in guidance correspondence issued to you separately and once the agent is in receipt of your notice to quit.

Deductions may be made from the deposit according to the circumstances denoted within clause 9 of this agreement.

The procedure for instigating a dispute regarding deductions from the deposit at the end of the tenancy is summarised in *What is the Tenancy Deposit Scheme?*, which is attached to this document. More detailed information is available on:

<http://www.tds.gb.com/>

TDS is specifically excluded under Statutory Instrument from adjudicating where, despite making reasonable efforts to do so, the landlord or the agent are unable to contact the tenant, or the tenant is unable to contact the landlord or the agent. Under these circumstances, the member must do the following:

Make every practical effort, over a reasonable period of time but for no longer than it would take for the ICE to resolve a dispute, to contact the (ex)-tenant/landlord using information readily available;

Determine dilapidations, rent arrears and any other prospective deductions from the deposit as they would normally do;

Allocate the deposit, pay the party who is present as appropriate, and transfer the amount due to the absent tenant/landlord to a suitably designated "Client Suspense (bank) Account".

A formal record of these activities should be made, supported by appropriate documentation.

Following sufficient time (usually at least six years) having elapsed from last contact from the absent tenant/landlord the member may then donate the amount allocated to them to a suitable registered charity – subject to an undertaking that any valid claim subsequently received by the member from the beneficial or legal owner would be immediately met by the member from its own resources.

Should the absent tenant/landlord return within that period and seek to dispute the allocation of the deposit, the ICE may offer to adjudicate.

The landlord confirms that the information provided to the agent and the tenant is accurate to the best of his knowledge and belief and that the tenant has had the opportunity to examine the information.

The tenant confirms he has been given the opportunity to examine this information. The tenant confirms by signing this document that to the knowledge of the tenant the information above is accurate to the best of his knowledge and belief.

The Dispute Service Ltd also offers a service for enabling a dispute relating to the deposit to be resolved without having to go to court.

The Deposit is paid by the Tenant to the Landlords Agent. The deposit is held by the landlords Agent, Lighthouse Property Services Ltd, as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme. Deposits are held in a non interest bearing account.

The Deposit has been taken for the following purposes:

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.

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.

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

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.

Protection of the deposit:

The deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

	The Dispute Service Ltd
	PO Box 1255
	Hemel Hempstead
	HP1 9GN
phone	0845 226 7837
email	deposits@tds.gb.com
fax	01494 431 123

THE FIRST SCHEDULE *(attach a separate sheet if necessary)*

Special conditions:

1. The Landlord reserves the right to terminate this agreement should the tenant be unable to supply a Guarantor or if the guarantor supplied proves to be unacceptable. This clause cannot be instigated by the tenant. If the landlord wishes to exercise the clause it will only be deemed executed if done so in writing by the landlord and witnessed before being issued to the tenant.

2. If the property benefits from an internet service provided by the landlord, there will be no reduction in rent should the tenant choose not to use the facility. If the property benefits from the inclusion of a television license, a single license to the dwelling is provided only.

3. For the purposes of Section 48 of the Landlord and Tenant Act 1987 the landlord's address for service of notices is c/o Lighthouse Property Services Ltd, 39a Carholme Road, Lincoln, LN1 1RN until the Tenant is notified of a different address in England and Wales.

4. Should this agreement be in the name of a single tenant residing in a property on a house share basis with shared facilities it is agreed that the responsibility for said communal areas is joint and several in nature.

SIGNED by the LANDLORD(s) :-

(or the Landlord's Agent) _____

In the presence of :-

Name: _____

Address: _____

Occupation: _____

Witness Signature _____

SIGNED by the TENANT(s) :-

Signature _____ PrintName: _____

In the presence of :-

Name: _____

Address: _____

Occupation: _____

Witness Signature _____