



# TENANCY AGREEMENT

Assured Shorthold Tenancy within the meaning of the  
Housing Act 1988 as amended by the Housing Act 1996

## IMPORTANT NOTICE

This tenancy agreement creates a binding legal contract. Please ensure you have read and understood the tenancy agreement fully before signing it. If you do not fully understand the nature of the agreement, then it is recommended that you take independent legal advice before signing.

Please check the Particulars carefully. If you see any errors for instance an incorrect figure, misspelt name or date or you are unsure of anything in this agreement please don't hesitate to contact me:

Johann Rowan  
07941278177  
manchesterstudentproperty@gmail.com

# The Particulars

## THIS AGREEMENT IS MADE BETWEEN:

### Landlord

Mr. Johann Rowan of 3 Elm Close, Weston Turville, Buckinghamshire.

*In accordance with Sections 47 and 48 of the Landlord & Tenant Act 1987, this is the Landlord's address for service of Notices (including Notices of Proceedings) until the Tenant is notified of a different address in England and Wales.*

### AND Tenant

Lead tenant: *Tenant name*

Tenant 2: *Tenant name*

Tenant 3: *Tenant name*

Tenant 4: *Tenant name*

Tenant 5: *Tenant name*

*All Tenants will be jointly and severally liable for the Tenant's obligations contained within this Agreement. In the event of nonpayment of Rent and/or other breach of the Agreement, any individual Tenant or group of Tenants may be pursued. This means that legal action may be brought against any one or any group of the Tenants. The group of Tenants shall be known collectively as 'The Tenant' throughout this Agreement.*

### AND IS MADE IN RELATION TO THE PROPERTY AT:

31 Braemar Road, Fallowfield, Manchester, M14 6PR

Together with the **Contents** as specified in the **Inventory** and with use of the rear garden and front driveway for parking.

## **THE MAIN TERMS OF THE AGREEMENT ARE:**

### **Number of permitted occupiers**

The maximum number of people permitted to occupy the Property is **FIVE**.

### **Term**

A FIXED TERM of 12 months commencing at 1pm on the 1st July 2015 to the 30th June 2016 at 11am.

### **Rent**

The total rent payable per calendar month is £1776.67 (if divided by 5 it is the equivalent of £82 per person per week) by way of direct debit into the Landlord's bank account, details of which have been provided to the Tenant.

*This rent of £1776.67 is a student discount rate which will increase to include any council tax levied by the council on the property in the event that any of the tenants are not students or cease to be students. This increase will be used to pay any council tax accrued against the property during the tenancy period.*

### **Payment Date**

All payments to be made monthly in advance on the 1st day of the month.

### **Deposit**

A Deposit of £750 is to be paid in cleared funds on or before the signing of this Agreement and is held under the terms of an authorised tenancy deposit scheme (as per Clause 5 of this Agreement) the details of which will be made available to the Tenant by the Landlord within 30 days of receiving the Deposit.

### **Inventory**

Being the list of the Landlord's possessions at the Property and details of the condition of the possessions which will have to be signed by the Landlord and the Tenant at the start of the tenancy.

## **The Landlord lets the Property and the Contents to the Tenant at the Rent for the Tenancy Period on the letting terms set out in this Agreement .**

### **1. Tenant's Obligations**

The Tenant hereby agrees with the Landlord as follows:

1.1 Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any visitor to do or not to do the same thing.

### **Rent and Charges**

1.2 To pay the Rent at the times and in the manner specified in The Particulars whether or not it has been formally demanded.

1.3 To pay the Utility, Council Tax (or similar charge which replaces it) and Charges for Services as specified in The Particulars unless there is a valid bills included agreement in place between the Landlord and Tenant which has not been terminated by the Landlord, this agreement will specify which services are covered, all other charges will be required to be paid by the Tenant. The Property is let with a television, which is only allowed to be powered on and connected to the aerial if the Tenant has a valid TV licence.

1.4 To pay to the Landlord all costs and expenses, on an indemnity basis, incurred by the Landlord in:

1.4.1 The recovery from the Tenant of any Rent or any other money which is in arrears.

1.4.2 The enforcement of any of the provisions of this Agreement.

1.4.3 The service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement whether or not the same shall result in court proceedings.

1.4.4 The cost of any Bank or other charges incurred by the Landlord if any cheque written by the Tenant is dishonoured or if any standing order payment or direct debit is withdrawn by the Tenant's bankers.

1.4.5 The cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (reasonable wear and tear excepted).

1.4.6 Any other monies owed by the Tenant to the Landlord.

1.4.7 Compensation for the breach of any terms of this agreement.

1.4.8 In the event that an agreement for access to the Property has been made, but it is unable to access the Property or part of the Property, as agreed by the Landlord and Tenant, then the Tenant will be liable for any such costs incurred by the Landlord for access rearrangement.

### **Use of the Property**

1.5 To occupy the Property as the Tenant's only or principal home.

1.6 Not to assign or sublet or part with or share possession of the Property or any part of it, or to allow the Property to be occupied by more than the maximum Number of Permitted Occupiers, without the express written permission of the Landlord (which will not be unreasonably withheld).

1.7 Not to carry on in the Property any trade profession or business or receive paying guests or exhibit any poster or notice board so as to be visible from the exterior of the Property or use the Property for any other purpose other than a private residence for the Tenant and for the storage of a private motor car on the driveway.

1.8 Not to use the Property for any immoral, illegal or improper purposes.

1.9 To use the Property carefully and properly and not to damage it.

1.10 Not to do or permit to be done on the Property anything that may reasonably be considered to be a nuisance or annoyance to the Landlord or the owner or occupiers of any adjoining property.

1.11 Not to make any noise or play any radio television audio equipment or musical instrument in or about the Property so as to cause nuisance to neighbours or other adjoining residents or people in the immediate area.

1.12 Not to change the supplier of the Utilities and Services as specified in The Particulars without the express written permission of the Landlord (which will not be unreasonably withheld).

1.13 Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such Services to the Property. This includes the installation of any pre-payment meter.

1.14 Not to bring into the Property any furniture or furnishings and other personal effects that do not meet the required safety standards.

1.15 Not to obstruct the common parts of the Building or any Shared Facilities or keep or leave anything in them in particular the Tenant will ensure the exit route including all landings, stairwells and hallways are kept clear of any obstruction and inform the Landlord immediately if the emergency lighting on the exit route becomes faulty. The Tenant will also ensure that all fire doors are kept shut at all times when not in use.

1.16 Not to smoke or to permit a visitor to smoke tobacco or any other substance in the Property without the express written permission of the Landlord (which will not be unreasonably withheld) and under no circumstances to cover smoke detectors or disable the fire alarm system in any way and to inform the Landlord immediately if the fire system becomes faulty. When no Tenant is in the house the burglar alarm is to be armed at all times, windows shut and doors locked

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

1.18 Not to install, take into, use or keep in, the property any heater or any object which requires paraffin or other gaseous fuel, and not to burn candles in the Property without the express written permission of the Landlord (which will not be unreasonable withheld).

1.19 Not to keep any animals, reptiles, insects, rodents or birds at the premises without the express written permission of the Landlord (which will not be unreasonably withheld). If permission is given, the Tenant may be asked to pay an additional amount towards the Deposit.

1.20 Not to block or cause any blockage to the drains and pipes, gutters and channels in or about the Property. It is the responsibility of the Tenant to keep the internal and external drains unblocked, if blockages occur the Tenant agrees to unblock or attempt to unblock the drains before they become problematic. The Tenant will be liable for all costs incurred by the removal of blockages, if deemed caused by the Tenant and not a faulty drain, by a professional person.

1.21 Not to bring in to the Property any electrical equipment which does not comply with relevant UK electrical regulations.

1.22 To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Property that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the tenancy.

1.23 To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated.

### **Leaving the Property Empty**

1.24 To advise the Landlord, by giving reasonable written notice, if the Tenant intends being absent from the Property for more than 14 days and provide actual dates the Property will be unoccupied. For any absence over 28 days the Tenant may agree that the Landlord should have access during the period to keep the Property insured and to take reasonable precautions to mitigate damage. If the tenant leaves the property unoccupied for a prolonged period (more than three days) during the colder months (November – March) they agree to keep the heating on low (above 12C) for at least 2 hours each day (or more if necessary) to prevent damage from frozen pipes.

### **Condition of the Property**

1.25 Unless written comments or amendments are received by the Landlord within 14 days of having received a copy of the Inventory the Tenant acknowledges that the Inventory is a true and accurate record of the Property and the Contents, including their condition, at the beginning of the Tenancy.

1.26 Not to damage the Property or make any alteration in or addition to it or the electrical or plumbing system.

1.27 Not to decorate or change the style or colour of the decoration whether it be internal or external, including drilling or nailing anything into walls or hanging pictures or mirrors by such means, nor to erect any aerial or satellite dish without the express written permission of the Landlord (which will not be unreasonably withheld).

1.28 To keep the interior of the Property and the Contents in the same condition, cleanliness, repair and decoration, as at the start of the Tenancy with allowance for fair wear and tear.

1.29 Not to remove any of the Contents from the Property without the express written permission of the Landlord (which will not be unreasonably withheld).

1.30 To clean the windows of the Property, (where access is possible,) as often as necessary.

1.31 To wash or clean the curtains hanging in such windows, only as agreed with the Landlord in writing.

1.32 To keep the Garden(s)/Yard(s) in the same character; weed and rubbish free and in good order.

1.33 To notify the Landlord as soon as reasonably possible, having regard to the urgency of the matter, of any defect in the Property which comes to the Tenant's attention.

1.34 Where the Property includes Shared Facilities, to take proper care of the Contents and clean as appropriate after use.

1.35 To replace any light bulbs, fluorescent tubes, fuses or batteries, promptly and when necessary.

### **Waste and Refuse**

1.36 To keep the exterior free from rubbish and place all refuse containers etc. in the allocated space for collection on the day for collection.

1.37 To undertake disposal of refuse by placing refuse in the receptacles provided and in particular comply with any local authority recycling policy by using the correct containers provided for that purpose. In the case of any dustbins to ensure that all general rubbish that cannot be recycled is placed and kept inside a plastic bin liner before placing in such dustbin and to bring dustbins back into the property promptly after collection.

### **Letters and Notices**

1.38 To forward any notice, order, proposal or legal proceedings affecting the Property or its boundaries to the Landlord promptly upon receipt of any notice, order, proposal or legal proceedings.

1.39 To forward all correspondence addressed to the Landlord at the Property to the Landlord within a reasonable time.

### **Access to the Property**

1.40 To permit the Landlord or other persons authorised by them at all reasonable times after giving the Tenant at least twenty-four hours notice (except in an emergency or when agreed with the tenant):

1.40.1 To enter the Property to examine the state and condition of the Property and Contents and to carry out repairs, maintenance or safety inspections to the Property or Contents and afford them all facilities so to do.

1.40.2 To enter and view the Property with prospective occupiers. The Tenant agrees to show prospective tenants for the following academic year around the entire Property. During this time the Tenant agrees to show the property in its best light including keeping all communal and private areas neat and tidy. Viewings can happen throughout the year, however they typically take place during the months of November and December, please be aware that during these months there may be a very high number of viewings taking place which may be disruptive. The Landlord will give you notice the day before that viewings will be taking place the following day, as is the nature of the student market prospective tenants may wish to see a property with very little notice, if the Landlord has arranged with you to do another viewing that day he may show more than one group around the property at a different time on the same day without giving the days notice for any subsequent groups, he will however endeavour to inform you of all viewing times as promptly as possible.

1.40.3 1.22 During the months of July, August and September there is a likelihood of repair and improvement works taking place. The Tenant should be aware of this and any inconvenience that this

may cause, including, but not limited to, builders at the Property, noise, services such as water, electricity and gas needing to be turned off for short periods of time and certain rooms needing to be vacant and/or empty for these works. During these months the Landlord will still inform any Tenants who has informed the Landlord in writing that they are currently living at the Property when access is needed, but if there is no one available to give access the Landlord or his agent will be entitled to use his own key to gain access. No compensation will be payable to the Tenant for disruption or otherwise caused by these works.

### **Notice to Repair**

1.41 If the Landlord gives the Tenant any written notice to remedy a defect, for which the Tenant is responsible, the Tenant shall carry out the repair within one month of the date of the given notice.

### **Key and Alarm Codes**

1.42 The Tenant agrees that the Landlord and his agents shall hold a set of keys and that the Tenant shall not install or change the door locks or alarm codes, without the express written permission of the Landlord (which will not be unreasonably withheld).

1.43 Not to have any keys cut for the locks to the Property without the express written permission of the Landlord (which will not be unreasonably withheld).

### **Tenant's Possessions**

1.44 The Tenant is strongly advised to take out insurance with a reputable insurer for the Tenant's possessions as such possessions will not be covered by any insurance effected by the Landlord.

### **At the End of the Tenancy**

1.45 At the end of the Tenancy the Tenant agrees to:

1.45.1 Give up the Property with vacant possession and provide the Landlord with a forwarding address.

1.45.2 Give up the Property and the Contents in the same state of cleanliness, condition and decoration as it was at the commencement of the Tenancy (reasonable wear and tear excepted) including the removal of all Tenant's personal items and waste from property including the emptying of outside bins if provided and pay for the repair or replacement of those items damaged or lost during the Tenancy which were the Tenant's responsibility in this Agreement.

1.45.3 Leave the Contents in the respective positions that they occupied at the commencement of the Tenancy.

1.45.4 Return all keys to the Landlord and pay reasonable costs of having new locks fitted and new keys cut in the event that not all keys are returned to the Landlord.

1.46 Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the property within 28 days after the expiry or sooner termination of the tenancy shall be deemed to have been abandoned. Provided the Landlord has given written notice to the Tenant, or where the Tenant cannot be found after reasonable steps have been taken to trace the Tenant, the Landlord can dispose of such goods as they think appropriate.

1.47 To allow the Landlord to erect a reasonable number of 'for sale' or 'to let' signs at the Property.

1.48 The Tenant should be available at the Landlord's request to be present during any inspection of the Property upon check out, to be carried out by or on behalf of the Landlord.

### **Lead Tenant**

1.49 We endeavour to contact all tenants in most circumstances, however sometimes it is appropriate to deal with an individual, the Lead Tenant, on everyone's behalf.

1.50 Tradesmen will sometimes need a tenant's contact details to arrange access or we may need to post an item to the property, if the work/item isn't for any specific tenant's benefit the Lead Tenant's contact details may be used.

1.51 The Lead Tenant will be in charge of fire safety in the property.

1.52 The Lead Tenant has a specific role with regards to deposit protection, please read and ensure you understand your responsibilities at [www.depositprotection.com](http://www.depositprotection.com) and [www.mydeposits.co.uk](http://www.mydeposits.co.uk)

## **2. Landlord's Obligations**

The Landlord hereby agrees with the Tenant as follows:

2.1 The Landlord shall arrange for the Property and Contents (not the Tenant's possessions) to be insured under a comprehensive insurance policy and use all reasonable effort to arrange for any damage caused by an insured risk to be remedied as soon as is practicable, and to refund to the Tenant any Rent paid for any period in which the Property is uninhabitable or inaccessible as a result of such damage, unless 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 Agreement.

2.2 To pay all assessments and outgoings in respect of the Property, which are the responsibility of the Landlord.

2.3 To allow the Tenant to quietly possess and enjoy the Property during the Tenancy without interruption from the Landlord, (not withstanding Clause 1.40 in this Agreement).

2.4 To ensure that gas appliances supplied by the Landlord comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Gas Safety Check Certificate will be given to the Tenant at the commencement of the Tenancy.

2.5 To ensure that all the furniture and equipment within the Property supplied by the Landlord complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.

2.6 To carry out promptly any repairs which are the Landlord's responsibility.

## **3. Rent Arrears**

3.1 The Tenant shall pay interest at the rate of 4% above the base lending rate of Barclays Bank Plc upon any Rent or other monies due under this Agreement which is more than 14 days in arrears in respect of the date from when it became due to the date of payment.

3.1 To pay the Landlord's reasonable costs incurred as a result of any breaches by the Tenant of his obligations under this Agreement. In particular to pay the Landlord's reasonable costs including administration costs for informing the Tenant (or guarantor) that the rent has not arrived in the Landlord's bank on the due date (1st of each month) and to reapply to have the rent drafted if using a direct debit service, an indication of this cost is, but not limited to £20. If contact is needed to be made multiple times further costs can be incurred.

## **4. Termination**

4.1 If there is a breach of any of this Agreement by the Tenant the Landlord may serve notice in accordance with Section 8 of the Housing Act 1988 (as amended).

4.2 If the Rent or any part shall be in arrears for at least 21 days after it shall have become due (whether legally demanded or not) or if there shall be a breach of any of this Agreement by the Tenant, the Landlord may re-enter the Property (subject to the Landlord obtaining a Court Order for Possession) and immediately thereon the Tenancy shall terminate without prejudice.

4.3 The Tenant cannot normally end this Agreement before the end of the Term. However if the Tenant can find suitable alternative tenant(s) to replace the tenant(s) wishing to leave and provided this alternative tenant(s) is acceptable to the Landlord (the Landlord's approval not to be unreasonably withheld) and any tenant(s) remaining at the property the tenancy may be transferred to the replacement tenant(s) and remaining tenant(s) thereby removing the liability from the tenant(s) leaving either by way of a Deed of Assignment or a new Tenancy Agreement being drawn up at the discretion of the Landlord. The Tenant agrees to pay to the Landlord the sum of £100 per tenant that is to be changed before the Landlord .

## **Landlords Right of Termination**

4.4 The Landlord is entitled to terminate this Tenancy for these reasons (including by Service of Notice in accordance with Section 8 of the Housing Act 1988 (as amended), as defined above):

4.4.1 Any installment of rent not received in full within 14 days of day due when the landlord formally demands it, after it has fallen due;

4.4.2 Or if the tenant fails to comply with any of the Tenants Obligations under this agreement;

4.4.3 Or if the Tenant becomes bankrupt;

4.4.4 Or an Interim Receiver of the Property is appointed;

4.4.5 Or if the Tenant (without making prior arrangements in writing with the Landlord) leaves the property vacant or unoccupied for more than 3 weeks.

### **Effect of Termination**

4.5 Termination of this Tenancy Agreement ends the Tenancy but does not release the Tenant from any outstanding obligations.

4.6 If the Tenancy is a Fixed Term Tenancy, the Landlord may serve on the Tenant at least 2 months notice in writing under Section 21(1)(b) of the Housing Act 1988 (as amended) to expire on the last day of the Fixed Term.

4.7 If the Tenancy has become a statutory Periodic Tenancy it may be terminated by:

4.7.1 The Landlord serving the Tenant at least two months notice in writing under Section 21 (4) (a) of the Housing Act 1988 (as amended) and expiring on the last day of a rental period of the Tenancy.

4.7.2 The Tenant giving written notice of at least four weeks and expiring on the last day of a rental period of the Tenancy.

### **5. The Deposit**

5.1 If a deposit is taken it will be held and returned under the terms of one of the Tenancy Deposit Schemes detailed below:

#### **Tenancy Deposit Solutions Limited (TDSL) trading as my|deposits**

This is an insurance based scheme. The Landlord shall hold the deposit within the terms of the scheme. Any interest earned on the Deposit shall be retained by the Landlord and used to cover administration costs.

#### **The Deposit Protection Service (The DPS)**

This is known as the Custodial scheme. The scheme shall hold the deposit within the terms of the scheme.

The Landlord shall retain any interest earned on monies properly deducted from the Deposit as specified in Clause 5.3 of this Agreement.

#### **The Tenancy Deposit Scheme run by The Dispute Service Limited (TDS)**

This is an insurance based scheme. The Landlord shall hold the deposit within the terms of the scheme. Any interest earned on the Deposit shall be retained by the Landlord and used to cover administration costs.

5.2 The Deposit shall be returned to the Tenant (less any deductions properly made) as soon as is reasonably practicable for the Landlord and within the timescales of the Tenancy Deposit Scheme after the end of the Tenancy, upon vacant possession of the Property and return of the keys, if the Tenant has kept to all the agreements and conditions within this Agreement.

5.3 Monies shall properly be deducted from the Deposit in respect of all reasonable costs and expenses incurred by the Landlord (including but not limited to the costs and fees of the Landlord's solicitors and other professional advisors) in respect of:

5.3.1 The recovery from the Tenant of any Rent or any other money which is in arrears.

5.3.2 The enforcement of any of the provisions of this Agreement.

5.3.3 Compensation in respect of the Tenant's use and occupation in the event that the Tenant fails to vacate the Property on the due date.

5.3.4 The service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement whether or not the same shall result in court proceedings.

5.3.5 The cost of any Bank or other charges incurred by the Landlord if any cheque written by the Tenant is dishonoured or if any standing order or direct debit payment is withdrawn by the Tenant's bankers.

5.3.6 The cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (reasonable wear and tear excepted).

5.3.7 Any other monies owed by the Tenant to the Landlord.

5.3.8 Compensation for the breach of any terms of this agreement.

5.4 If the Deposit shall be insufficient the Tenant shall pay to the Landlord such additional sums as shall be required to cover all costs, charges and expenses properly due.

## 6. Guarantor

A Guarantor form is to be signed by each Tenant. The Guarantor guarantees that the Tenant will keep to his obligations in this agreement. The Guarantor agrees to pay on demand to the Landlord any money lawfully due to the Landlord by the Tenant.

## 7. Notices

7.1 The Landlord gives notice to the Tenant that in accordance with Section 47 and 48(1) of the Landlord and Tenant Act 1987 that Notices (including Notices in proceedings) may be served on the Landlord at the address specified in The Particulars of this Agreement.

7.2 Any Notice served upon the Tenant in accordance with this Agreement or any statute or regulation then the same may be served properly addressed to the Tenant either at the Property or by sending same by post to the Property or at the Tenant's last known address or at the email address provided by the tenant and the same shall be deemed to have been properly served and received by the Tenant in the ordinary course of the method being delivered.

## 8. Consents

8.1 The Landlord confirms that all necessary consents have been obtained to enable the Landlord to enter into this Agreement (whether from Superior Landlord, Lenders, Mortgagees, Insurers, or others).

## 9. Data Protection

9.1 The Tenant hereby consents to the Landlord or their agents processing any information or personal details on or of the Tenant as defined in the Data Protection Act 1998.

9.2 The Tenant agrees that the Landlord may pass on the Tenant's forwarding address and/or other personal information to utility suppliers, local authority, tradesmen needing access for maintenance or testing, any credit agencies, or reference agencies and for debt collection.

## SIGNED BY:

### The Landlord

Johann Rowan

\_\_\_\_\_ Date \_\_\_\_\_

### The Tenant

*Tenant Name 1* (lead tenant)

\_\_\_\_\_ Date \_\_\_\_\_

*Tenant Name 2*

\_\_\_\_\_ Date \_\_\_\_\_

*Tenant Name 3*

\_\_\_\_\_ Date \_\_\_\_\_

*Tenant Name 4*

\_\_\_\_\_ Date \_\_\_\_\_

*Tenant Name 5*

\_\_\_\_\_ Date \_\_\_\_\_