
**ASSURED SHORTHOLD
STUDENT TENANCY AGREEMENT
FOR LETTING A RESIDENTIAL DWELLING**

THE LANDLORDS: MARTIN JOHN CROXFORD AND LESLEY CHRISTINE CROXFORD
TRADING AS COLCHESTER STUDENT HOUSING

THE TENANTS:

THE PROPERTY:

This agreement contains the terms and obligations of the tenancy. You should read it carefully to ensure that it contains everything you want to form part of the agreement and nothing that you are not prepared to agree to. If you do not understand this agreement or anything in it, it is strongly recommended that you ask for it to be explained to you before you sign it. You might consider consulting a solicitor, Citizens Advice or Housing Advice Centre.

This 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 prematurely unless this agreement contains a break clause or written permission is obtained from the Landlord

AGREEMENT

For letting a dwelling on an assured shorthold tenancy under Part 1 of the Housing Act 1988

Date:

(date of agreement)

Parties:

- (1) The Landlords Martin John Croxford and Lesley Christine Croxford of Colchester Student Housing 10 Abbeygate Street Colchester Essex CO2 7HB
- (2) The Tenant(s)

PARTICULARS

Property: The dwelling situated at and known as

.....
.....

together with the fixtures furniture and effects therein ('the Contents')

Term:

For a fixed term of commencing on

Rent:

Rent £ per month for first month (Then 11 months rent divided by 3)
Rent paid no later than Mid Oct £ Mid Jan £ Mid April £

Deposit:

£
Which will be registered with one of the Government authorised tenancy deposit schemes.

1. DEFINITIONS AND INTERPRETATION

Wherever the context so admits:-

- (1) 'the Landlord' includes persons for the time being entitled in reversion expectant on the tenancy
- (2) 'the Tenant' includes the persons for the time being deriving title under the Tenant
- (3) References to the Property include references to any part or parts of the Property

(4) Where 'the Landlord' or 'the Tenant' or 'the Guarantor' comprises two or more persons then covenants obligations expressed or implied to be made by or with them are deemed to be made by or with such persons jointly and severally (this means that they will each be liable for sums due under this agreement and not just a proportionate part)

(5) Words importing one gender include the plural and vice versa, words importing the singular include the plural and vice versa, and words importing persons shall be construed as importing a corporate body or a partnership and vice versa

(6) The clause, paragraph and schedule headings do not form part of this agreement and shall not be taken into account in its construction or interpretation

2. ASSURED SHORTHOLD TENANCY

It is confirmed that this agreement is intended to create an assured shorthold tenancy under the Housing Act 1988.

3. AGREEMENT TO LET

The Landlord agrees to let and the Tenant agrees to take the Property for the Term at the Rent payable as above.

4. RENT & OUTGOINGS

The Tenant agrees with the Landlord:

4.1 To pay the Rent on the days and in the manner specified without deduction or set off to the Landlord/Agent. Where the Rent or any other sum due from the Tenant under this agreement, is in arrears (whether legally demanded or not) the outstanding sum shall be subject to interest from the date when the sum became due until the payment date, at 4% above the prevailing base rate of Barclays Bank Plc.

The Tenant agrees with the landlord:

4.4 To pay promptly to the authorities, or to indemnify the Landlord against or reimburse to the Landlord:

4.4.1 the council tax, or any tax replacing it, payable in respect of the Property;

4.4.2 all water and sewerage charges and metered payments in respect of the supply of water to the Property;

4.4.3 all charges for gas and electricity consumed on or supplied to the Property and (as to electricity where a two part tariff is in force) the standing charge or charges and any meter rent;

4.4.4 all charges made for the use of telephones on the Property, including rental, and any additional charges for repair, maintenance and reconnection;

4.4.5 all charges for the security alarm or other security system, if any, provided for the Property, other than any arising through the fault or neglect of the Landlord;

- 4.4.6 the amount of the television licence fee and of any other charges for cable, Sky or satellite television services for the Property; and
- 4.4.7 if VAT or any tax of a similar nature is or becomes chargeable in respect of any payment made by or supply to the Tenant under this agreement, or any tax, charge or imposition, becomes payable in respect of the Property because of any act or omission of the Tenant, the amount of the VAT, tax, charge or imposition.
- 4.4.8 where the tenant allows, either by default of payment or by specific instruction, the utility or other services to be cut off, either during, or at the end of the tenancy, to pay or be liable to pay, the costs associated with reconnecting or resuming those services.
- 4.4.9 To pay, or be liable to pay, the reasonable net costs incurred by the landlord, or his agent or professional advisers, in enforcing or remedying a notable breach of, or significant failure to comply with the obligations of the tenant under this agreement

5. TENANCY DEPOSIT

- 5.1 The Deposit of £[] is paid by the Tenant to the Landlord/Agent
- 5.2 The Deposit is held by:
 - 5.2.1 The Agent/Landlord as Stakeholder.
 - 5.2.2 The Agent is a member of a government authorised tenancy deposit schemes.
 - 5.2.3 Any interest earned will belong to the Agent/Landlord.
- 5.3 The Deposit has been taken for the following purposes:
 - 5.3.1 Any damage, or compensation for damage, to the Property its Contents 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.
 - 5.3.2 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, condition and decoration as it was at the commencement of the Tenancy (fair wear and tear excepted)
 - 5.3.3 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.
- 5.4 The Deposit is safeguarded by mydeposits, which is administered by:

mydeposits
Ground Floor
Kingmaker House
Station Road

**New Barnet
Hertfordshire
EN5 1NZ**

- 5.5 The Agent/Landlord must tell the Tenant within 30 days of the end of the tenancy if they propose to make any deductions from the Deposit.
- 5.6 If there is no dispute the Landlord 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 after 30 days of the expiration of this tenancy.
- 5.7 For the avoidance of doubt the deposit is non-refundable upon a tenant vacating the property prior to expiration of this agreement.
- 5.8 For the avoidance of doubt the deposit is non-refundable even if the tenant does not take up occupation of the property after having signed this agreement.
- 5.9 For the avoidance of doubt if the landlord provides consent to a variation of the terms of this agreement in enabling an incoming tenant to replace an existing tenant, then any such costs to be deducted from the deposit (if any) referred to in clause 5.3 above shall be apportioned equally between the tenants from the commencement of the date of this agreement (and not the date in which the incoming tenant took up occupation).

6. USE

- 6.1 This agreement is personal to the Tenant. The Tenant must not assign sublet or otherwise share or part in possession of the whole or any part of the Property and shall not hold the Property on trust for any person nor take in any lodger or paying guest.
- 6.2 Not to permit visitors to reside at the property (including girlfriends or boyfriends and such like), and to notify the Landlord immediately upon any tenant breaching this provision.
- 6.3 The Tenant must not use the Property for any illegal or immoral purposes.
- 6.4 The Tenant must not carry on any trade or business at the Property and must not use or occupy it except as a single private residential dwelling.

7. LANDLORD'S OBLIGATIONS

The Landlord agrees:

- 7.1 That the Tenant paying the Rent and performing the obligations on part of the Tenant may quietly possess and enjoy the Property during the Tenancy without any lawful interruption from the Landlord or any person claiming under or in trust for the Landlord.
- 7.2 To keep the structure and exterior of the Property in good repair and condition.
- 7.3 To keep in good repair and proper working order the installations for the supply of water, gas, electricity, for sanitation and for space and water heating. Independently connected electrical appliances such as electric fires, heaters, radio or television sets, from and including the plug connecting them to the main electricity system, are the Tenant's responsibility.

8. TENANT'S OBLIGATIONS

The tenant agrees to :

- 8.1 Keep the interior of the property including the Fixtures and Fittings and the Contents in the same condition, cleanliness, repair and decoration as at the commencement of the Tenancy (fair wear and tear accepted) and to carry out those jobs that you would reasonably be expected to carry out including but not limited to the cleaning of any sanitary appliances, shower wastes and windows as often as necessary.
- 8.2 To maintain the Contents including but not limited to domestic appliances and keep them in good condition (fair wear and tear excepted), and to preserve them from damage or destruction and must not remove them from the Property.
- 8.3 To replace or make good, or at the option of the Landlord pay full and proper compensation for, all breakages, damage and deficiencies occurring to the Contents during the Term, or any period when the Tenant or anyone under his control remains in unauthorised occupation, except this occurring through reasonable use or any risk against which the Contents are insured by the Landlord unless the policy of insurance has been wholly or partly invalidated by any act or default of the Tenant or anyone under his control.
- 8.4 To repair any broken glass promptly with the same quality glass, where the Tenant his family or visitors cause the breakage.
- 8.5 To keep the garden clear of rubbish including black sacks. The landlords reserve the right to employ a commercial waste removal company to clear rubbish on a monthly basis and deduct the fee from the tenants deposits if recycling and waste removal is not kept in control by the tenants.
- 8.6 Not to cause blockage to the drains pipes gutters sinks baths and channels in or about the Property or be liable for the fair costs incurred by or on behalf of the landlord as a result of the tenants actions or inactions in breach of the tenants obligations under this agreement. For the avoidance of doubt the tenants will be liable for the fair costs incurred by or on behalf of the landlord in removing blockage from the toilets, showers, baths and sinks.
- 8.7 Not to fix or hang, any posters, photographs or ornaments to the walls or ceilings or woodwork with nail, glue, sticky tape, blu-tac or similar adhesive fixings or other means of appending decorations to the walls or ceilings of the Property or be liable for the fair costs of redecoration incurred by or on behalf of the landlord.
- 8.8 Not to damage, injure, alter or add to the Property or change its use.
- 8.9 That if the Property is to be left unoccupied for more than 28 days the Tenant must notify the Landlord or the Agents, any company responsible for security devices, and the company insuring the Property and the Contents that the Property is to be unoccupied, and take such steps as they may reasonably prescribe. If the property is to be left unoccupied then the tenants must ensure that the heating is left on "frost setting." The gas boiler must not be tampered with or turned off.
- 8.10 Not use the Property for any illegal or immoral purpose or cause any nuisance damage or annoyance to the Landlord or to the tenants to occupiers or owners of any adjoining property.
- 8.11 Not to play any musical instrument or device and must not allow noise from a radio, television set, compact disc, or sound production

system of any kind or any machine or equipment or any other noise or or any other disturbances in the garden or the front of the property to be heard outside or by neighbours after 2300 hours or before 0800 hours. No excessive noise (shouting etc) to be heard at any time of the day from the garden or house.

- 8.12 Not allow, harbour or keep any birds animals or any pet at the Property or be liable for the cost of pest control fumigation to treat the entire property.
- 8.13 Not to cause or permit any obstructions in the hallways, passageways, yards, staircases etc of the property. Furthermore, bicycles must not be stored in the hallways or rooms of the property.
- 8.14 Not to change the locks. In the event of the loss of the keys or a key to the property to pay for all costs incurred by the landlord including the costs of call out charges or locksmith charges required to attend to repair or replace the keys or locks.
- 8.15 Where you are responsible for the payment of a Utility, you must inform us if you change supplier. Unless we have given written permission (which will not be unreasonably withheld) you must not change The utility meters for the Property. If you do, we reserve the right to require you to change the meter back to it's original state at the end of the tenancy.
- 8.16 To immediately notify the Landlord or Landlord's Agents is practicable of any defects to the Property including but not limited to water leaks and boiler faults, (whether or not caused by the act default or neglect of the Tenant) of which he becomes aware as soon as possible.
- 8.17 Not fix or suffer to be fixed to the exterior or to the windows of the Premises any notice board notice, sign, advertisement or poster.
- 8.18 To test the smoke detector on the Property at least once a week, and keep in good working order. Not to tamper with the smoke alarm.
- 8.19 Not to permit or allow any paraffin or kerosene heaters or freestanding gas or electric heaters or lighted candles to be brought into or upon the Property.
- 8.20 Not to smoke at anytime within the property or be liable for the cost of redecoration of every room affected or damaged by smoke or staining. No illegal drugs to be used in the property or in the garden or any part of the property.
- 8.21 To ensure that the filters on the dryers used in the Property are cleaned after each use.
- 8.22 Not to iron clothes within the property on anything but an ironing board.
- 8.23 Take all reasonable precautions to prevent condensation and or mould growth by keeping the Property adequately ventilated and heated.
- 8.24 Within 7 days of receipt thereof to send to the Landlord all correspondence addressed to the Landlord or the owner of the Property and any notice order or proposal relating to the Property given or made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority.
- 8.25 Not do or permit to be done in or about the Property any act or thing which may render void or invalidate the insurance of the Property or the building against fire or otherwise increase the ordinary premium for the insurance.

9. ACCESS AND INSPECTION

To permit the Landlord and the Agents, with any necessary contractors, workmen, or interested parties, to enter the Property at all reasonable times upon 24 hours prior notice in

writing (except in emergency) to enter the Property at all reasonable times for the purpose of carrying out monthly inspections of the lighting and alarms, quarterly routine inspection visits, and repair or viewing by a prospective purchaser or tenant of the Property.

10. INSURANCE AND REINSTATEMENT

- 10.1 The Landlord must insure the Property and the Contents, (but not the Tenant's personal property) with an insurance company of repute against all usual insured risks and such other risks as the Landlord from time to time in his absolute discretion decides to insure against.
- 10.2 The Landlord must obtain and produce to the Tenant on demand reasonable evidence of the terms of the policy and the fact that the last premium has been paid and must notify the Tenant of any material change in the risks covered by the policy from time to time.
- 10.3 The Landlord must reinstate the Property or any part of it damaged or destroyed by one or more of the insured risks, provided that the damage or destruction was not due to any act or omission of the Tenant or anyone under his control and the insurance policy has not been invalidated by any such act or omission.
- 10.4 If and whenever during the Term the Property or any part of it is damaged or destroyed by any of the insured risks so that the Property is not habitable, the Rent shall be suspended or a partial abatement allowed according to the nature and extent of the damage or destruction until the Property has been reinstated and is fully habitable again.

11. END OF THE TENANCY

- 11.1 The Tenant must yield up the Property and the Contents at the end of the Term in a good state of repair and condition (fair wear and tear excepted) and clean and so that the various items of furniture and effects are so far as is reasonable left in the places in which they were situated at the beginning of the Term.
- 11.2 The Tenant must remove all the tenant's belongings, or property, or personal affects, or foodstuffs or furnishings and equipment from the property on or before the last day of the agreement, and refuse and rubbish or be liable for the cost of removal of the same within the property, including the garden.

12. GROUNDS FOR SEEKING POSSESSION

The Parties agree:

- 12.1 That if and when during the Term:
 - 12.1.1 The Rent under this agreement is outstanding for 14 days after becoming due whether formally demanded or not, or
 - 12.1.2 Where there is a breach by the Tenant of any obligation or other term of this agreement, or
 - 12.1.3 The grounds for possession in the Housing Act 1988 Schedule 2 Part I Grounds 2 or 8 or any of the grounds in Part II of that Schedule other than Grounds 9 or 16 apply, or
 - 12.1.4 The Tenant becomes bankrupt, has an administration order made in respect of his assets, has a receiver appointed, makes an

arrangement for the benefit of his creditors, or has any distress or execution levied on his goods.

- 12.1.5 The Landlord may bring a court action to recover possession of the Property, even if a previous right to do so has been waived.
- 12.2 That notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, the Landlord used to live in the Property as his or her main home; or intends to occupy the Property as his or her only or main home.
- 12.3 That this agreement takes effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 (as amended) if applicable hereto.

**13. LANDLORD AND TENANT ACT 1987
SECTION 48 NOTIFICATION OF LANDLORDS ADDRESS FOR SERVICE**

**Colchester Student Housing
10 Abbeygate Street
Colchester
Essex
CO2 7HB**

14. SPECIAL CONDITIONS

There shall be incorporated into this Agreement the provisions set out below in this Condition 14:

- 14.1 This Agreement is subject to receiving satisfactory guarantors acceptable to the Landlord.

SIGNED

.....
(for and on behalf of the Landlord) - Colchester Student Housing

SIGNED

(1)..... Print Name:.....
(by the above named tenant) -

In the presence of:

Print Name:

Occupation:

Address:

(2).....
(by the above named tenant) - Print Name:.....

In the presence of:

Print Name:

Occupation:

Address:

(3).....
(by the above named tenant) - Print Name:.....

In the presence of:

Print Name:

Occupation:

Address:

(4).....
(by the above named tenant) - Print Name:.....

In the presence of:

Print Name:

Occupation:

Address:

(5).....
(by the above named tenant) - Print Name:.....

In the presence of:

Print Name:

Occupation:

Address:

(6).....
(by the above named tenant) - Print Name:.....

In the presence of:

Print Name:

Occupation:

Address: