

# **ASSURED SHORTHOLD TENANCY AGREEMENT**

**Academic Year 2023 – 2024**

When you accept an offer electronically from us, or sign the tenancy agreement and we countersign it, a legally binding contract is formed between you and us (as the Landlord). Even if you do not sign the tenancy agreement/accept the accommodation offer electronically, if you

serving the Building, those parts of the Landlord's property which are necessary for the purpose of gaining access to the Accommodation, and those parts of a Cluster Flat which are intended for the joint use of all the occupants.

### Contents

Fixtures, fittings, furniture, furnishings, equipment and other items provided by the Landlord for the Tenant's use including those items referred to in the Inventory (whether in the Accommodation or elsewhere in the Building).

Damages Deposit £0.00

### Fees

The fees, expenses and any other sums (apart from Rent) which the Landlord is entitled to charge in accordance with this tenancy agreement.

### Guarantor

The person standing as guarantor for the performance of the Tenant's obligations in the tenancy agreement.

### Inventory

The inventory of the Accommodation provided by the Landlord to the Tenant.

### Landlord

**ENTITY NAME** (company number **ENTITY NUMBER**) whose registered office address is at Charles House, 8th Floor, 148 Great Charles Street, Bir9ET00.00.JET032 841.9C7oG[( )]ret, Bir9ET00.00

Each termly payment will be calculated by the number of days in the relevant term, therefore the termly payments will not be in equal amounts.

The first term's Rent will cover the period from the start of the Tenancy Period (whenever that is).

(c) If Rent is payable annually the Rent Date is 1 August 2023. If this tenancy agreement is entered into after 1 August 2023 and the Rent is payable annually, the Rent will be due for payment immediately.

### Services

(a) maintenance (including external window cleaning), repair and insurance of the Building;

(b) cleaning and lighting of the Common Parts excluding the areas inside Cluster Flats (i.e. kitchens, living areas and corridors);

(c) hot and cold running water supply to Studios and Cluster Flats;

(d) electricity supply to Studios and Cluster Flats;

(e) access to Wi-Fi in the Building;

(f) insurance of the Tenant's possessions in accordance with the policy details supplied to the Tenant;

(g) disposal of rubbish deposited in proper receptacles provided in the Building; and

(h) security of the Building.

### Studio

A self-contained studio apartment in the Building.

### Tenant

**FORENAME SURNAME**

Tenancy Period

The core period starting at 12:00 PM (UK time) on **START DATE** and ending at 10:00 AM (UK time) on **END DATE**

### Tenant's Rights

(a) to use the Common Parts outside Cluster Flats (subject to clause 4.43 below);

(b) if the Accommodation is in a Cluster Flat, to use the Common Parts in that Cluster Flat;

Landlord itself needs permission and, where the Landlord considers it reasonable to seek such permission, is not able to easily obtain it.

1.4. The words “including” and “such as” and any other similar expressions are to be construed without limitations.

1.5. Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another

3.2 This tenancy agreement incorporates all additional terms and conditions applicable to the Accommodation and/or the Building as set out on the Landlord's and the Agent's website, [www.studentroost.co.uk](http://www.studentroost.co.uk) .

[www.sulets.com](http://www.sulets.com)

3.3 Where a person has been provided with a copy of this tenancy agreement but does not sign it or agree to it electronically and subsequently takes occupation of the Accommodation, that person shall be deemed to have taken a tenancy by the act of collecting keys for the Accommodation, on the same standard terms and conditions as are set out in this tenancy agreement.

3.4 This tenancy agreement is conditional upon the Tenant:

3.4.1 remaining a registered student in full time education at an institution of further and/or higher education (as defined by statute) throughout the duration of the Tenancy Period;

3.4.2 not having any unspent criminal convictions;

3.4.3 not having any rent arrears under any prior tenancy agreement with the Landlord or any member of its group; and

3.4.4 not having breached any prior tenancy agreement with the Landlord.

If the Tenant breaches any of these conditions the Tenant will be in breach of this tenancy agreement, although such a breach will not allow the Tenant to terminate or avoid liabilities under this tenancy agreement.

#### 4. Tenant's Rights and Obligations

4.1. To pay the Rent in advance on the Rent Dates and in accordance with the payment plan chosen by the Tenant during the booking process.

4.2. To pay the Damages Deposit as security for the performance of the Tenant's obligations under the tenancy agreement.

4.3. To pay the Landlord's reasonably incurred costs in enforcing the Tenant's obligations in this tenancy agreement and the proper cost of making good any loss or damage arising from the Tenant's breach of them (including where reasonably necessary all reasonable legal costs, judgment enforcement costs and debt collection costs).

4.4. Where damage or loss occurs within the Building or a Cluster Flat and it is not possible for the Landlord (acting reasonably) to ascertain who is at fault, to pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss PROVIDED THAT:

4.4.1. the Landlord shall not charge tenants under this clause where it is apparent that the loss or damage was not caused by a resident or invited visitor; and

4.4.2. damage occurring within a Cluster Flat will be charged to the people living in the Cluster Flat.

#### 4.5. Council Tax

4.5.1. Unless it is the local authority's policy not to issue them, to hold a current council tax exemption certificate and produce it to the Landlord within seven (7) days of the Landlord's request; and

4.5.2. To reimburse the Landlord for any Council Tax charged on the Accommodation (and a fair proportion of any Council Tax charged on the Building or a Cluster Flat) as a result of the Tenant's failure to comply with clause 4.5.1 or as a result of the Tenant not having exempt status for Council Tax purposes.

4.6. To obtain and pay for a television licence for the Accommodation if a license is required.

4.7. To keep the Accommodation and its Contents in a clean and tidy condition and not to do anything which makes the Common Parts dirty or untidy or which damages them. Where the Accommodation is in a Cluster Flat, to keep (jointly with other occupiers) the Common Parts in the Cluster Flat and their Contents in a clean and tidy condition. The Landlord may carry out inspections to ensure compliance with this clause but will give at least 24 hours' notice before entering the Accommodation, unless there is an emergency or the Landlord has reasonable grounds to suspect that the Tenant is in serious breach of this tenancy agreement, in which case the Landlord will be entitled to immediate access. If there is evidence of serious non-compliance, the Landlord may serve a notice on the Tenant (and any other occupiers) requiring corrective action and if that corrective action is not taken (within any reasonably specified timescale), the Landlord may have the work carried out and re-charge the cost (or a fair proportion of the cost where the work concerned is the responsibility of several occupiers) to the Tenant. In addition to the cost of the work, the Landlord may charge an administration fee equivalent to 10% of the cost of the work, to cover the cost of the Landlord having to arrange the work and carry out the re-inspection. The Tenant shall pay these charges within fourteen (14) days of the Landlord's invoice for them and shall be liable to pay interest on any late payments. A list of damage and cleaning charges is available from the Landlord on request.

4.8. Not to install any telephone, satellite, cable or similar telecommunications services to the Accommodation, nor affix anything (including aerials, cables or satellite dishes, posters, notices and pictures) to the exterior or any part of the Building.

4.9. To complete and return the Inventory to the Landlord within three (3) working days of the Tenant taking occupation of the Accommodation.

4.10. Contents

4.10.1. Not to remove any of the Contents from the Accommodation or the Common Parts to which they are allocated;

4.10.2. To use the Contents carefully and not damage them;

4.10.3. To pay the Landlord for repair or replacement of any lost or damaged Contents (unless caused by fair wear and tear or recovered on the Landlord's insurance). A list of damage and cleaning charges is available from the Landlord on request; and

4.10.4. To leave the Contents in their approximate original positions at the end of the

If the Accommodation is in a Cluster Flat, this is a joint obligation with the other occupiers of the Cluster Flat.

4.15. Promptly report to the Landlord any failure of the Services.

4.16. Promptly report to the Landlord any damage to the Contents or the Building or any part of it.

4.17. Not to bring any large electrical appliance into the Building without the Landlord's prior consent and not to bring any room heating or cooking appliances into the Building under any circumstances.

4.18. Not to obstruct corridors or fire escapes or tamper with fire prevention systems (such as fire extinguishers, fire doors and smoke detectors) and control equipment (including not maliciously, recklessly or negligently activating such fire prevention systems) or do anything which may be a fire risk or in any other way put the health and safety or security of others or the Landlord's or other people's property at risk.

4.19. Not to use designated fire escapes except for the purpose of emergency escape.

4.20. Not to alter or tamper with the window restrictors in the Accommodation and/or the Building in any way.

4.21. Not to alter or tamper with any balcony or rooftop terrace forming part of the Accommodation and/or the Building in any way. This includes slabs, glass, guard rails and grilles around the perimeter of any balconies and all screens separating rooms and any balcony doors including frames. In addition, you must not:

4.21.1 use or store any barbeque or other cooking equipment or any inflammable, explosive or combustible substance or material on any balcony or rooftop terrace;

4.21.2





access in an emergency or where the Landlord has reasonable grounds to suspect that the Tenant is in serious breach of this tenancy agreement.

4.39 At the end of the Tenancy Period:

4.39.1 to give the Landlord vacant possession;

4.39.2 to clean the Accommodation;

4.39.3 to leave the Accommodation cleared of all the Tenant's possessions and any rubbish;

4.39.4 to make sure all Contents in the Accommodation are in the condition as described in the Inventory and left in their original positions;

4.39.5 to hand back the Accommodation to the Landlord in a good re-lettable condition;

4.39.6 to return to the Landlord all keys by 12:00 PM (UK time) on the last day of the Tenancy Period; and

4.39.7 if the Accommodation is in a Cluster Flat, jointly with other occupiers to clean the Common Parts of the Cluster Flat, clear them of all personal belongings and rubbish, make sure Contents in

4.48 Not to use, keep, store, and/or charge electric scooters or electric bikes in the Accommodation and/or Building.

4.49 The Tenant is entitled to the Tenant's Rights.

If the Tenant breaches its obligations or any other term of this tenancy agreement, the Landlord reserves the right to (and the Tenant expressly consents that the Landlord may) inform the Guarantor, the academic establishment at which the Tenant is a registered student and any other relevant authorities of the circumstances of the breach.

## 5. Landlord's Obligations

5.1. To provide the Services (subject to the Tenant paying any applicable Fees).

5.2. Not to interrupt the Tenant's occupation of the Accommodation more than is reasonably necessary.

5.3. The Landlord will protect the Damages Deposit in an approved Tenancy Deposit Protection Scheme. Confirmation that the Damages Deposit has b(th)-5(a)-5(a)-5(a)-5(a 1-5(a)-3(s De)-r1 0 0 1 94.1

Landlord's proper and reasonable costs of enforcing or attempting to enforce the Tenant's obligations and the costs of instructing advisers).

5.5. At the end of the Tenancy Period the Tenant will be given the opportunity to attend a check-out inspection with the Landlord with a view to agreeing what (if any) deductions the Landlord will be entitled to make from the Damages Deposit.

5.6. The Landlord's liability for loss or damage to person or property is excluded to the fullest extent permitted by law unless the loss or damage is caused by (respectively) the Landlord's

7. Termination of this tenancy agreement by the Landlord

7.1 The Landlord may terminate the tenancy if, at any time during the Tenancy Period, the Tenant ceases to be a registered student in full time education or engages in any criminal or anti-social behaviour or has breached or failed to observe any of the Tenant's obligations under this tenancy agreement.

7.2 The Landlord may terminate this tenancy agreement at any time before the first day of the Tenancy Period if the Tenant is not able to start or continue their course of study at their chosen university or college. The Tenant must notify the Landlord within three (3) days of becoming aware that they will not be able to start or continue their course.

7.3 The Landlord may terminate this tenancy agreement at any time before the Tenant takes occupation if the Tenant:

(a) has any rent arrears or owes any amounts/fees under any prior tenancy agreement with the Landlord or any member(s) of the household.

7.8.2 the tenancy of the new accommodation will be on the terms of this tenancy agreement, except for the description of the Accommodation (which may be amended by mutual agreement of the parties); and

7.8.3 If the Tenant requests a move to more expensive accommodation, the Tenant and their Guarantor will be liable to pay the higher rent from the date the Tenant is given access to the more expensive accommodation.

7.9 If the Accommodation is not immediately available for occupation at the start of the Tenancy Period, the Landlord may provide either:

7.9.1 temporary alternative accommodation (if the problem is likely to be resolved in the short term); or

7.9.2 permanent alternative accommodation (if the problem is unlikely to be resolved in the first four (4) weeks of the Tenancy Period).

7.10 Temporary alternative accommodation may be in a hotel, hostel, guest house or similar and the Tenant will accept the substitute for a period of four (4) weeks without alteration to the Rent. If the Accommodation is still not available for occupation four (4) weeks after the start of the Tenancy Period, the Landlord will either:

7.10.1 offer the Tenant permanent alternative accommodation; or

7.10.2 continue to provide temporary alternative accommodation PROVIDED THAT the Tenant shall have the right to terminate this tenancy agreement if they do not wish to continue living in temporary alternative accommodation.

7.11 Permanent alternative accommodation will be in a house, flat, studio or hall of residence of a similar standard to the Accommodation (or better) without alteration to the Rent. The Tenant will accept the permanent alternative if it has similar levels of amenity and is not more than half-a-mile further from the Accommodation.

7.12 If the Accommodation is not available for occupation at the start of the Tenancy Period and the Landlord (despite using its reasonable endeavours) is not able to provide alternative accommodation, upon the Landlord notifying the Tenant in writing, the tenancy agreement will immediately terminate, and the Tenant will be entitled to a refund of all pre-payments s/he has made to the Landlord and shall have no further liability under this tenancy agreement.

7.13 In the event of a termination under clause 7.12 above, the Landlord will not be liable for any direct or indirect losses, damages, expenses, costs, charges and/or loss of anticipated savings incurred by the Tenant (including but not limited to any additional sums the Tenant may be required to pay to obtain alternative accommodation elsewhere) resulting from any such termination.

## 8 Termination of this tenancy agreement by the Tenant

8.1 The Tenant may terminate this tenancy agreement only in accordance with Student Roost's Cancellation Policy which is fully incorporated into this tenancy agreement and is available to view and download at the Agent's website, [www.sulets.com/terms](http://www.sulets.com/terms) and on the Landlord's website, [www.studentroost.co.uk/cancellation-policy](http://www.studentroost.co.uk/cancellation-policy). The Agent shall charge a fee of £50 which is payable by the Tenant on cancellation.

## 9 Notices

9.1 As required by section 48 of the Landlord and Tenant Act 1987 the Tenant is hereby

[Signature Page Follows]

Digitally Signed by the Tenant  
with Username and password:

**USERNAME**

On Date:

**DATE**

Digitally Signed on behalf of the Landlord

**ENTITY NAME**

Charles House, 8th Floor  
148 Great Charles Street  
Birmingham B3 3HT

On Date:

**DATE**