

FIRST DEGREE LIVING

Assured Shorthold Tenancy

under Part 1 of the Housing Act 1988 - as amended under Part 3 of the Housing Act 1996

Date:

This Agreement is between:

Degree Living Ltd (Company No. 07870621) of 15 Arundel Gate, Sheffield, South Yorkshire, S1 2PN - "The Landlord"

And (individually and together) "the Tenant":

1. Tenant Name:	Tenant Home Address:	Post Code:
Course Studying:	Mobile Telephone No:	Home Telephone No:
Email Address:	Guarantor Name:	Guarantor Home Address:
2. Tenant Name:	Tenant Home Address:	Post Code:
Course Studying:	Mobile Telephone No:	Home Telephone No:
Email Address:	Guarantor Name:	Guarantor Home Address:
3. Tenant Name:	Tenant Home Address:	Post Code:
Course Studying:	Mobile Telephone No:	Home Telephone No:
Email Address:	Guarantor Name:	Guarantor Home Address:

Important Notes for Tenants

1. 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.
2. 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. All tenants are referred to collectively as the Tenant in this document.
3. If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice in advance of signing this tenancy.

General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable. Tenants must familiarise themselves with the Government's 'How to Rent' guide, a copy of which has been provided and is available on the Landlord's website (www.firstdegreeliving.co.uk)
3. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
4. Section 11, Landlord and Tenants Act 1985 – these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Building for central and water heating.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Building or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. This agreement has been drawn up after consideration of the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements.

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Property to be Let:

Apartment []
Forge House, 17 Arundel Gate, Sheffield, S1 2PN
(“herein after called “the Property”)

Building:

Forge House, 17 Arundel Gate, Sheffield, S1 2PN
(“herein after called “the Building”)

A The Landlord lets out the Property as follows:-

- 1 To the Tenant (individually and together if there is more than one individual) as well as the furniture, fixtures, fittings and household belongings that are detailed in the Inventory included in Schedule 1 of this agreement. The amount of rent is set out below and the Landlord and Tenant agree the following terms.
- 2 The contractual term (“the Term”) is for the period of 1st July [] to 30th June [] from noon until noon.

Total rent for the term per named tenant: £_____ for each bedroom

To be paid in the following instalments per tenant: £_____ on 22.06.2018 (25%)

£_____ on 15.10.2018 (30%)

£_____ on 15.01.2019 (30%)

£_____ on 15.04.2019 (15%)

The rent commencement date is 1st July [].

The rent is to be paid electronically by standing order into the Landlord’s nominated bank account.

- 3 This agreement is an Assured Shorthold Tenancy (as defined in section 19A of the Housing Act 1988). The arrangements in section 21 of the Housing Act 1988 for the Landlord to repossess the property apply to this agreement. This means that a Tenant cannot claim any legal rights to

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stay on once the tenancy has ended and a court order says the tenants must leave. The landlord giving a section 21 notice must give at least two months' notice, in writing. Tenants should refer to the Government's 'How to Rent' guide and should consult a Housing Advice Centre, solicitor or Citizens' Advice Bureau for additional information.

- 4 The Landlord lets the Property to the Tenant (individually and together) and only the Tenant will be allowed to live there.
- 5 No children or animals or reptiles or birds or other living creatures are allowed to live in the Property.
- 6 Smoking is not permitted in the Property or any part of the Building and any false fire alarms caused by smoking will be recharged to the responsible Tenant(s) at £250.00 on each occasion. The Building's fire alarm records the location of any smoke detected and this information will be used to identify the responsible party for any false alarms. Furthermore, any damage, discolouration, smell, etc, caused by smoking will be chargeable accordingly to the Tenants.
- 7 The Tenant will pay a rent deposit of £200.00 to the Landlord. The rent deposit will be protected by The Deposit Protection Service ('the DPS') in accordance with statute and the Terms and Conditions of The DPS. The Terms and Conditions and ADR Rules governing the protection of the deposit including the repayment process can be found at www.depositprotection.com

The rent deposit will be returned when this agreement ends and all Tenants leave the Property as long as all of the terms and conditions of this agreement have been complied with and all sums due have been discharged. In the event of a breach of the aforementioned terms, the Landlord may use the deposit in lieu of any monies legally owed to the Landlord or the reasonable cost of making good any damage which is not caused by fair wear and tear. Deposits will be returned within the statutory time allowed by The Deposit Protection Service. In the event of dispute, the matter will be decided by the Alternative Dispute Resolution.

The rent deposit cannot be used to pay any sums due under this agreement.

- 8 If the Tenant owes rent or any other money legally payable to the Landlord under this agreement, they will pay interest on this amount from the date that it should have been paid. The interest rate is 3% above the base rate used by the Royal Bank of Scotland. This rate may apply before, as well as after, a court judgement, depending on the terms of the court judgement.
- 9 The Landlord will keep spare keys to the Property.

- 10 The Landlord may remove, store, sell or otherwise dispose of any furniture or goods which the Tenant refuses or fails to remove from the Property at the end of the tenancy. The Tenant shall be responsible for all reasonable costs that the Landlord may incur. The Landlord shall be entitled to deduct such costs and any monies lawfully due to the Landlord from any money realised from the disposal of such furniture or goods.
- 11 The Landlord and Tenant hereby agree the contents of the Inventory and Photographic Schedule of Condition included in Schedule 1 of this agreement.

B The Tenant agrees to:-

- 1 Pay rent on the days and in the manner specified in this Agreement.
- 2 Pay the Landlord's reasonable costs for sending any reminder letters. These will be £20.00 for each reminder, phone calls, text messages and emails are free of charge. The Tenant will keep the Landlord updated with any change of contact details.
- 3 Pay the Landlord's reasonable costs for any cheque that does not clear, or a standing order which fails to reach the nominated account on the date agreed. These will be charged at £30.00 and if not paid at the time will be deducted from the Tenant's deposit.
- 4 Keep the inside of the Property and items listed in the Inventory in Schedule 1 of this agreement and clean and tidy and free from rubbish and in at least as good a condition as it was at the start of this tenancy (fair wear and tear excepted).
- 5 At the end of this agreement the Tenant must leave the Property in the same condition and clean state and all furniture and fixtures in the rooms or places they were in at the beginning of the tenancy. The Tenant will pay for any reasonable cleaning services that may be required to reinstate the Property to the same order that it was provided at the commencement of the tenancy. The Tenant will not change the internal décor or layout of the Property and undertake not to cause damage to the Building's common parts.
- 6 To immediately pay the Landlord the value of replacement of any furniture or effects lost damaged or destroyed or at the option of the Landlord, replace immediately any furniture or effects lost damaged or destroyed, and not to remove or permit to be removed any furniture or effects from the Property.
- 7 Repair any damage that caused to the Property or Building's common parts caused deliberately or otherwise or caused by the neglect or carelessness of the Tenant or anyone else visiting the

Property. This includes replacing any broken glass in windows and repairing or replacing any damaged fittings and installations. If the Tenant does not repair any such damage, the Landlord may give written notice requesting that the damage is repaired within a reasonable period of time, depending on the repairs that need to be done. If the work in question is not completed within the timescale stated, the Landlord may then enter the property (after giving 24 hours' written notice) and carry out the work with the reasonable cost incurred being recharged to the Tenant.

- 8 Gas and Electric consumption to be kept under the specified consumption figures in the Landlord's adopted 'Fair Energy Use Policy' (a copy can be provided on request). Any consumption over the specified consumption will be chargeable back to the Tenant with the Landlord acting reasonably. Any amounts over these allowances will be divided equally between the individual Tenants, irrespective of other factors.
- 7 Take reasonable precautions to prevent frost or similar damage to the property. If the property is to be left empty overnight or for more than 12 hours when the weather is likely to be cold, the Tenant must leave enough heating on to prevent the water system freezing.
- 8 Whenever the Tenant leaves the property unattended, all of the doors and windows must be locked and the burglar alarm must be set (if any). The Tenant must also inform the Landlord in writing (email is acceptable) if the property is going to be left empty for more than four days in a row.
- 9 If the Tenant leaves the property before this agreement has ended, all sums and obligations required by this this agreement must be performed, including full payment of all sums due.
- 10 Allow the Landlord or its agents to access the Property at all reasonable hours of the day to inspect its condition, to carry out repairs or to do other work required by law or good estate management principles. The Landlord will provide at least 24 hours' notice of entry to the Property, including bedrooms. The Tenant must provide access immediately in the event of emergency.
- 11 To notify the Landlord promptly of any disrepair, damage or defect in the Property and/ or Building or of any event which causes damage to the Property or which may give rise to a claim under the insurance of the Property and/ or Building.
- 12 To return all keys, including post box keys, to the Landlord at the termination of this agreement and to pay the reasonable costs for replacement keys and/or locks if any keys are not returned. A charge of £35.00 is applied per key. Not to alter or change or install any locks on any doors or

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windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord.

- 13 Pay any reasonable cost for getting replacement keys. In the event of emergency access being provided by the Landlord due to a lost key, there is a £75.00 call out fee payable by the Tenant concerned.
- 14 Allow possible new tenants and prospective purchasers to look at the property on at least 24 hours' notice.
- 15 Be jointly and individually responsible for paying all the rent and other sums due under this agreement and comply with all the terms of this agreement.
- 16 The Tenant will comply with all regulations, rules, statutes, legislation and such like affecting the Property and Building and indemnify the Landlord against any claims arising out of any breach of this agreement. The Tenant will also comply with any good estate management regulations adopted by the Landlord.
- 17 Defrost the fridge/ freezer when necessary. The Tenant will be responsible for the reasonable cost of making good any damage that is caused as a consequence of not defrosting the fridge/ freezer.
- 17 Vacuum the inside and generally clean the inside of the Property at least once a week and ensure any blown light bulbs are replaced promptly.
- 18 Ensure that the any communal areas and common parts are kept tidy, free from rubbish and clear of obstructions.
- 19 Deposit all rubbish from the Property into the rubbish chute on the ground floor of the Building.
- 20 To keep the drains free from obstruction and immediately report any apparent blockages to the Landlord. It is particularly important to ensure the shower tray plug holes are maintained free from hair and the Tenants should periodically use a drain unblocking agent to ensure the drains are free from such issues.
- 21 Within seven 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 (or any building of which the Property forms part) given made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority.

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- 22 Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe any restrictions and covenant in the Headlease applicable to the Property and Building as and when advised to do so by the Landlord.
- 23 The Tenant will immediately vacate the Building along with all visitors if the fire alarm sounds and comply with the Landlord's Fire Strategy and Fire Safety Management Plan. The Tenant must read and be familiar with these fire safety documents which are provided at the outset of the tenancy. Further copies are available on request from the Landlord.

C The Tenant agrees NOT to:-

- 1 Assign, or sublet, part with possession of the Property or let any person other than a Tenant named on this document to live at the Property.
- 2 Receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property.
- 3 To damage or injure the Property and fixtures & fittings and the contents detailed in the Inventory or make any alteration or addition to it or alter or add anything to the outside or structure of the Building. The Tenant shall not redecorate the interior of the Property nor bring into the Property any furniture, fixtures or household belongings which do not meet the Furniture and Furnishings (Fire) (Safety) Regulations. Further information about these regulations can be obtained from local Trading Standards Office.
- 4 Display any notice, sign, poster or billboard on the Property or Building.
- 5 Do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage or annoyance to the Landlord or to the occupiers of the neighbouring premises, or which may void any insurance of the Property or cause the premiums to increase .
- 6 Play any radio, CD, record player, television or musical instrument in a way that will cause a nuisance, annoy the neighbours or be heard outside the Property.
- 7 Block or turn off the ventilation fans and/ or ducts or grilles provided in the Property.
- 8 Bring bicycles, motor cycles and prams into the Building.
- 9 Bring any furniture into the house without the prior Landlord's written permission (such consent not to be unreasonable withheld).

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- 10 Interfere or tamper in any way with any fire or safety precautions and equipment and to report any such interference to the Landlord immediately on becoming aware of it.
- 11 Glue, stick or otherwise fix anything whatsoever to the exterior or interior of the Property nor use Blu-tack or any similar type of adhesive on the interior walls, doors and surfaces.
- 12 Use the Property for any illegal or immoral purposes or as anything other than a residential dwelling.
- 13 Block, or allow guests to obstruct, any of the shared areas.
- 14 Dry washing inside the property, except in a ventilated room suitable for such purposes.
- 15 Use any paraffin or portable gas heater or candles or such like.
- 16 Install locks on any of the internal doors nor use door opening props on any such doors.
- 17 Interfere with the smoke and heat detection equipment within the Building/ Property.
- 17 Overload the bin chute on the ground floor of the Building.
- 18 Use the internet provided by the Landlord to the Property/ Building for any illegal or improper purpose.

D The Landlord agrees to:-

- 1 Pay the charges for gas, electric, water rates, TV licence and wi-fi broadband for the duration of this tenancy.
2. Keep the property insured against fire and other usual comprehensive risks as long as insurance cover is available.
- 3 Provide free access to the steps, entrance hall, stairs and all shared areas and keep those areas clean, light and in appropriate condition.
- 4 Be responsible for servicing and maintaining any gas heating system and making sure that all gas appliances in the property are checked each year by an engineer registered with Gas Safe, in line with the Gas Safety (Installation and Use) Regulations 1998.

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- 5 Be responsible for making sure that any furniture provided by the Landlord complies with the Furniture and Furnishings (Fire) (Safety) Regulations.
- 6 Refund any part of the rent paid for any period that the property was not habitable because of fire or any other danger the Building is insured for. The Landlord will not be responsible for providing alternative accommodation in such circumstances.
- 7 Keep the structure, outside of the property, gas, water, electricity, central-heating and water-heating installations in good repair and proper working order.

If the Landlord needs to serve any notice on the Tenant, it will be delivered by hand or send it by first-class post to the designated post box at the Building. This means that notices are legally served once they are posted unless an alternative forwarding address is provided in writing to the Landlord.

If a Tenant needs to serve any notice on the Landlord, they must be delivered by hand or sent by post to the following address: Degree Living Ltd, 15 Arundel Gate, Sheffield, South Yorkshire, S1 2PN

The Landlord may take possession of the Property if:

- a Tenant fails to pay rent 14 days after it is due, whether demanded or not;
- a Tenant becomes bankrupt;
- any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended under the Housing Act 1996 apply (these include not paying rent, breaking the tenancy term and causing a nuisance or annoyance); or
- the arrangements for us to repossess the property in section 21 of the Housing Act 1988 apply;
- the Building is damaged beyond repair by an insured or uninsured risk at the sole discretion of the Landlord.

A landlord needs a court order to repossess the property. Tenants should refer to the Government's 'How to Rent' guide and should consult a Housing Advice Centre, solicitor or Citizens' Advice Bureau for additional information.

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Landlord Signature: (1) Date

(2) Date

For and on behalf of **Degree Living Ltd**

Tenants Signature(s):

(1) Date

(2) Date

(3) Date

Witness Signature: Date

Witness Name:

Witness Address:

Witness Occupation:

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Schedule 1 – Signed Inventory and Photographic Schedule of Condition