

ASSURED SHORTHOLD TENANCY AGREEMENT

This Agreement creates an **Assured Shorthold Tenancy** as defined by Section 19A of the Housing Act 1988 as amended by the Housing act 1996. The Landlord will therefore be entitled to recovery of the possession of the premises in accordance with the provision of Section 21 of the housing Act 1988 (1996) by serving upon the tenant at least two months notice in writing.

THIS AGREEMENT is made on

1 Particulars

The Landlord **Robert Patterson** c/o Herbert Management LLP of 12 Gemini Road, Salford, Manchester M6 6HB

Tenants Names of All Tenants [occupying the property]

- (1)
- (2)
- (3)
- (4)

The Property Address: 12 Gemini Road, Salford, M6 6HB

Term ... The tenancy will be for a term of Months from and including to and including

The Rent of payable monthly in advance, payable on day of each month by Direct Debit

2 Definitions

- 2.1 "Landlord" means the Landlord as above and any person or entity acting on his behalf
- 2.2 "Offer" means the Landlord's offer of accommodation.
- 2.3 "Accommodation" means the residence specified in the Offer and includes your right to share bathroom and kitchen facilities and all other communal areas with other tenants living at the residence.
- 2.4 "Accommodation Period" means the "Term" as set out above.
- 2.6 "Letting" It is confirmed that the Tenancy is intended to create an Assured Shorthold Tenancy under the Housing Act 1988.
- 2.7 "Prescribed Information" the information required under section 213(5) of the Housing Act 2004 as set out in The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.
- 2.8 "TDS" means Tenancy Deposit Scheme.
- 2.9 "Working Day" A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England

3 Payments

- 3.1 An administration fee of £50.00 per person is payable to process the Tenant's application
- 3.2 The Tenant is required to pay to the Landlord a security Deposit of £ per person or the equivalent of 6 weeks rent whichever is the greater ('the Deposit') on or prior to the commencement of the Accommodation Period.
- 3.3 The Deposit is protected by THE BOND SCHEME AT SALFORD CITY COUNCIL
 - 3.3.1 The Landlord will provide within 14 days of the Deposit being received the Prescribed Information.

- 3.3.2 The Landlord agrees that the Deposit shall be held in accordance with the rules of the TDS.
- 3.3.3 The Landlord and you agree that any interest accrued from the Deposit shall be paid to the Landlord.
- 3.3.4 The Landlord shall inform the Tenant within ten Working Days of the Tenancy ending if the Landlord intends to withhold all or part of the Deposit as detailed in Clause 3.5.
- 3.3.5 Within ten Working Days from the end of the tenancy, the Landlord shall inform the custodial Scheme Administrator that the Deposit is to be repaid in the sums agreed between the Landlord and Tenant.
- 3.4 The Tenant will lose their deposit if
- 3.4.1 As an ongoing/returning Tenant they wish to end the tenancy less than 42 days before the first day of the Accommodation Period in the year of admission, or:
- 3.4.2 As a new Tenant they wish to terminate their tenancy less than 56 days before the first day of the Accommodation Period or if they leave the Accommodation at anytime within the Accommodation Period.
- 3.5 The Tenant will be repaid their deposit, within eight weeks of the end of the Accommodation Period except where the Landlord is withholding part or all of the Deposit in accordance with Clause 3.6 below.
- 3.6 At the end of the Accommodation Period, the Landlord shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:
- 3.6.1 make good any damage to the Accommodation or the contents (except for fair wear and tear);
- 3.6.2 replace any of the contents which may be missing from the Accommodation;
- 3.6.3 pay any accounts for utilities, Council tax charges or any other taxes or accounts for which the you may be liable, which remain unpaid;
- 3.6.4 pay any Rent which remains unpaid; and
- 3.6.5 pay for the Accommodation and the contents to be cleaned if you are in breach of its obligations under clause 7
- 3.7 In any event the Landlord may withhold the Deposit until such time as the Tenant has returned their key to the Landlord's office.
- 3.8 If the cost incurred by the Landlord in respect of clause 3.5 or the amount of unpaid Rent is greater than the deposit, the Tenant will be required to pay to the Landlord the extra amount.
- 3.9 It is stressed that Tenant and all other Tenants occupying the property will be joint and severally liable for any damage to or loss of the Landlord's property, and any cleaning or repairs, as referred to above
- 3.10 For the avoidance of doubt, it is stressed that the Tenant's deposit is not a part, or an advance payment, of the rent. The deposit is additional to the annual rent.
- 4. Rent**
- 4.1 The Tenant is required to make the first payment no later than the commencement of the Accommodation Period and afterwards must pay the Rent in advance on the 1st day of each month. The Tenant(s) are required to pay the Rent by Standing Order to the Landlord's bank account at HSBC Bank Plc, account number 91428330, sort code 40-04-10, account name Herbert Management LLP.
- 4.2 The Tenant agrees to pay all charges and bills for Gas, Electricity, Water, telephone, television license and council tax (if liable) which they use during the term of their tenancy (or other local government taxation where appropriate) and indemnify the Landlord against any liability which the Landlord may have with regard to such bills and tax, including any liability which the Landlord incurs as a result of the Tenant moving out of the Property before the end of the Tenancy or leaving the Property vacant such that it ceases to be his sole or main residence;

- 4.3 The Tenant agrees to indemnify and pay all expenses incurred by the Landlord resulting from late payment of rent including debt collection, legal fees and bank charges.
- 4.4 The Landlord cannot reduce or rebate Rent because of the Tenant's absence from the Accommodation at any time, including weekends. The Landlord cannot accept responsibility for loss of or damage to the Tenant's belongings whether by fire, theft or other cause, unless such loss or damage is caused by the Landlord's negligence.

5 Accommodation Period and Related Matters

- 5.1 The Tenancy is accepted by the Tenant on the understanding that the Tenant will remain in the Accommodation for the Fixed Term. If the Tenant leaves the Accommodation before the end of the Term, they will remain responsible for the rent for the full Term unless the Manager is satisfied that:
- 5.2 The Tenant has arranged for other tenant(s) to take up their Accommodation, provided that the other tenant is acceptable to the Landlord and is not already in any other accommodation of the Landlord's
- 5.3 In such case of early termination, the Tenant will remain responsible for the payment of all other charges accrued at the date they leave or return their key or the date the accommodation is taken up by other tenant(s), whichever is the later.
- 5.4 By 12 noon on the last day of the Accommodation Period the Tenant must clear the Accommodation of all their possessions and return their key to the Management Office. If The Tenant does not they will be charged rent at full rate until the room is cleared and the key returned, whichever is the later. The Landlord cannot be held responsible for belongings left in the Accommodation once the key has been returned.
- 5.5 For the purpose of good management and for the general benefit of all tenants, we have the right, at our discretion, to change the location of the Tenant's Accommodation and, in accepting the Tenancy, the Tenant agree that they will move when requested from one bedroom to another within the Accommodation, or to another residence.
- 5.6 If the Tenant requests a room change that does not relate to a deficiency in provision on the Landlord's part, the Landlord will attempt to re-locate the Tenant where possible to suit the Tenant's requirements. Room changes will incur an administrative/cleaning surcharge of £30.00 per transfer.
- 5.7 The Landlord has the right to specify which other tenants occupy adjoining accommodation.
- 5.8 If the Tenant intends to arrive after the specified key collection period they must notify the Landlord in writing. Failure to do so may result in the Accommodation being allocated to another tenant.

6 Landlord's Obligations –The Landlord will use their reasonable endeavours

- 6.1 To furnish the Accommodation to a reasonable standard
- 6.2 To put the Accommodation in a reasonable state of repair at the commencement of the Accommodation Period and thereafter maintain it to the same standard
- 6.3 To provide adequate heating and lighting in the Accommodation
- 6.4 To keep in good working order any appliances or equipment we provide in the Accommodation
- 6.5 Whenever the Landlord needs to enter or allow others to enter the Accommodation to give the Tenant, so far as it is possible, reasonable notice.

7 Tenant's Obligations – The Tenant agrees

- 7.1 To pay the Rent at the times and in the manner set out in section 1 without any deductions or setting off of any sums. A charge of five pounds (£5.00) per week will be made over any period for which the Rent remains unpaid after the due dates for payment and, in addition, the Landlord has the right (set out further in these Conditions) to terminate the Agreement, if the Rent remains unpaid following our reminder.
- 7.2 To notify the Landlord at the earliest opportunity in cases where the Tenant is unable to pay the Rent on the due date so that alternative arrangements can be made in genuine cases

of hardship

- 7.3 To familiarise themselves with the "Residents Guide", displayed in each property or available from the management office.
- 7.4 To inform the Landlord immediately in writing of any damage to or disrepair in the Accommodation at the commencement of the Accommodation Period, and at any time thereafter (however such damage or disrepair is caused). Failure to do so will result in the Tenant being charged for the said damage or disrepair.
- 7.5 To repay to the Landlord the costs of making good damage or loss in cases of damage to the Accommodation or the Landlord's other property, or any loss thereof, for which the Landlord holds the Tenant or their guests responsible, such repayment to be made within a period stipulated by the Landlord.
- 7.6 Not to alter, add to or in any way interfere with the construction, arrangement or services of the Accommodation or our other property, including decoration, external fixtures or fittings, locks, window regulators, door closers or electrical fittings. No professional notices, nameplates, satellite dishes, aerials or advertisements may be exhibited on the premises or within landscaped areas.
- 7.7 To keep the Property heated to a reasonable level during the winter months (including during any periods when the Tenant is absent from the Property) with a view to preventing damage to the Property or any of the water pipes, drains, tanks and other plumbing installations as a result of frost or inclement weather
- 7.8 To abide by all fire or safety regulations displayed in the Accommodation, the "Residents Guide" or otherwise brought to the Tenant's attention and not to interfere with any fire or safety appliance and to co-operate at all times with the emergency services (including Security and other personnel). The Tenant should be fully aware that interference with or misuse of fire fighting equipment or alarm systems is a criminal offence (and will be treated as a breach of this tenancy contract which may result in eviction and additional costs to the Tenant).
- 7.9 Not to keep pets of any sort in the Accommodation.
- 7.10 Not to use the Accommodation other than for the Tenant's own private residential use, and NOT to allow others to take up residence in the Accommodation whether for payment or not, or to part with or copy the key. The Accommodation shall not be used for any trade or business purpose.
- 7.11 To allow the Landlord and those persons employed by him or acting on his behalf, to carry out all their functions, duties and responsibilities in respect of the Accommodation and to make available all necessary assistance and facilities in respect of carrying out repairs and alterations, at anytime, of the layout, decoration or furnishing of the Accommodation or carrying out repairs or alterations to adjoining or neighbouring premises, and any relevant inspections of such work.
- 7.12 Not to do or allow anything to be done in the Accommodation or the Landlord's other property which is or may become a nuisance, annoyance, hazard or danger to any other person, or which damages or has the potential to damage the Accommodation or any other property or impedes or prevents the provision of services in respect of the Accommodation.
- 7.13 Not to play any musical instrument or device and not allow noise from a radio television set compact disc tape or record player or sound production system of any kind or any machine or equipment to be heard outside the property after 2300 hours or before 0800 hours.
- 7.14 To take due and proper care of the Fixtures Fittings and Contents and keep them clean and in good repair and condition and preserved from damage and deterioration caused otherwise than by fair wear and tear;
- 7.15 To replace or make good (or at the option of the Landlord pay full and proper compensation for) all breakages, damage or deficiencies occurring to the Fixtures Fittings and Contents during the Tenancy except where occurring as a result of fair wear and tear.
- 7.16 To take responsibility for cleaning the property, and to do so to a satisfactory standard of cleanliness. Please note: surcharges will apply where the Accommodation is left in an unclean state.

- 7.17 Not to keep bicycles, motorcycles or any obstruction at the Accommodation or other locations at the residence, except in a place designated by the Landlord for that purpose. The Landlord has the right to remove and subsequently dispose of any bicycle, motorcycle or obstruction left in breach of this requirement, and we accept no liability for damage to or loss of the same arising from such removal and disposal.
- 7.18 To comply with all regulations concerning the parking of cars at the particular location of the Accommodation
- 7.19 Not to leave or abandon any vehicle at any time in an unauthorised location at the residence. If the Tenant fails to remove such a left or abandoned vehicle within a period stipulated by the Landlord, the Landlord shall dispose of the vehicle at their discretion, and without liability to the Tenant.
- 7.20 To observe at all times the "Residents Guide". The Landlord may additionally take one or more of the following actions in cases where he is satisfied that the Tenant has acted in a way which would constitute a breach of the "Residents Guide" and that such a breach is relevant to this Agreement.
- 7.21 terminate the Agreement
 - 7.21.1 issue a warning as to future conduct
 - 7.21.2 require the Tenant to pay compensation
- 7.22 In addition to or as an alternative to such action, the Landlord may take disciplinary action against the Tenant under the "Residents Guide" and impose any penalty thereunder.
- 7.23 Not to keep offensive or dangerous weapons (or replicas) e.g. firearms, knives or similar of any kind in the Accommodation.
- 7.24 In conjunction with all other Tenants present at the time of damage to pay in equal shares the cost of trades personnel who are called out during weekend/evening periods to effect repairs due to vandalism and/or misuse of equipment.
- 7.25 To their telephone being used to pass on urgent messages/visitor notifications regarding all accommodation matters.

8 **Assignment and Subletting**

The Tenant shall not assign, sublet, part with or share possession or occupation of the Accommodation or any part of the Accommodation

9 **Default, Forfeiture and Expiry**

- 9.1 if at any time
 - 9.1.1 Any part of the Rent is outstanding for fourteen days after becoming due whether formally demanded or not; and/or
 - 9.1.2 There is any breach non-observance or non-performance by the Tenant of any covenant or other term of the tenancy; and/or
 - 9.1.3 An interim receiver is appointed in respect of the Tenant's property or a bankruptcy order is made in respect of the Tenant or the Tenant makes any arrangement with his creditors or suffers any distress or execution to be levied on his goods; and/or
 - 9.1.4 Any one or more of grounds 2, 8, 10-15 (inclusive) and 17 in Schedule 2 of the Housing Act 1988 arise

the Landlord may re-enter the Property (or any part of it in the name of the whole) and upon such re-entry the Tenancy is to determine absolutely but without prejudice to any claim which the Landlord may have against the Tenant in respect of any antecedent breach of any covenant or other term of the Tenancy

- 9.2 The Tenant shall remove all personal possessions from the Accommodation once the Accommodation Period has ended, however that may so occur. If any of the Tenant's personal possessions are left at the Accommodation after the Accommodation Period has ended, the Landlord has the right to dispose of the Tenant's possessions after making reasonable attempts to contact the Tenant at the forwarding address provided. Personal

- possessions will not be stored.
- 9.3 In the event that the Tenant leaves personal possessions at the Accommodation after the expiry/termination of the Accommodation Period (however that may so occur) the Landlord reserves the right, after making reasonable attempts to contact the Tenant at the forwarding address, and without Liability to the Tenant, to sell the personal possessions that remain at the Accommodation and to set off any amount realised against the costs associated with the storage and sale of the same in the first instance and then against any costs incurred in respect of clause 3.6 above or any unpaid Rent that remains outstanding.
- 9.4 Notwithstanding clause 9.6 above the Landlord is under no obligation to sell the Tenant's personal possessions or set off any realised amount against any amount due under the terms of this agreement.

10 Notices

- 10.1 Any communication from the Landlord to the Tenant (during the Accommodation Period) will be sent to the Tenant at the Accommodation. In the event of any absence from the Accommodation, it is the Tenant's responsibility to ensure that any post is collected or forwarded and failure in this regard shall not invalidate any communication from the Landlord.
- 10.2 Any notice from the Tenant to the Landlord must be sent to The Manager, Herbert Management LLP, 12 Gemini Road Waterside Student Village Salford M6 6HB.
- 10.3 If a party needs to serve a notice on the other party to the Tenancy, then they may do so by serving the notice in accordance with Section 196 Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) and the presumptions as to the date of delivery of any notice mentioned in sub-clause 196(4) will apply to any notices which either the Landlord or the Tenant elects to serve by post.
- 10.4 The Landlord may terminate the Tenancy by giving the Tenant two months notice in writing stating that possession is required. After the notice has expired and after the end of the period of six months from the start of the Term or after the end of the fixed term granted by the Tenancy if later the Landlord may commence proceedings to obtain a court order for possession.

11 Reminder

- 11.1 If following a written reminder from the Landlord, the Tenant has not paid any outstanding rent, the Landlord shall be entitled to give notice in writing to the Tenant to terminate the tenancy to take effect four weeks from the date of the notice, at which time the Landlord shall enter and take possession of the Accommodation.
- 11.2 If the Tenant is in breach of any of these Conditions and has failed to remedy such breach within a period stipulated in the Landlord's written notice, the Landlord shall be entitled to terminate the Accommodation in the way specified above.
- 11.3 If in the Landlord's opinion the breach is of such a nature that it cannot be remedied or such that the Tenants continuation of the Tenancy is unacceptable to the Landlord, the Landlord shall be entitled to terminate the Tenancy with immediate effect and without further notice. In such cases the Landlord will use reasonable endeavours to find the Tenant alternative short-term accommodation in another property but the Landlord accepts no liability for failure to achieve this.
- 11.4 In any case where the Tenant is in breach of any Condition which results in them owing money to the Landlord, until such time as the amount is paid in full, the Landlord reserves the right to report this to any third party seeking references, which may have a bearing on them finding accommodation in the future, or if the Tenant has vacated the property, this may result in court proceedings being commenced against the Tenant.

12 Joint liability

If the Tenant consists of more than one person then the obligations which each person undertakes can be enforced against them all jointly or against each individually. For the

avoidance of doubt, this includes non payment of rent, damage, penalties, fines and all other Tenant obligations as set out in this agreement.

13 Safety Regulations

- 13.1 The Landlord confirms that all furniture and furnishings comply with the Furniture and Furnishings (Fire) (Safety) Regulations
- 13.2 Any furniture and furnishings owned by the Tenant must also comply with these regulations
- 13.3 The Landlord has complied with the Gas Safety (Installation and Use) Regulations 1998 and an appropriate Gas Safety Certificate is available at their address for inspection by the Tenant
- 13.4 The Landlord confirms that all electrical appliances and equipment supplied by them are safe so as not to cause danger and all electrical appliances and equipment manufactured since 19 January 1977 are marked with the appropriate CE symbol.

14 Law & Other Matters

This agreement shall be governed by English law and be subject to the exclusive jurisdiction of the English courts.

These regulations apply to all residences owned by the Landlord or managed by Herbert Management LLP.

- 14.1 The Agreement referred to above shall incorporate such Accommodation Conditions as are from time to time re-evaluated by the Landlord. The Accommodation Conditions are available on the Accommodation web site to each tenant at the time of his/her requesting Accommodation and at the Accommodation Office and no claim will be accepted by the Landlord or Herbert Management LLP on the grounds that the tenant was unaware of the provisions of the Accommodation Conditions.
- 14.2 The Landlord may in accordance with the Accommodation Conditions take such action as he/she considers appropriate in relation to any breach of the Accommodation Conditions, including the termination of a Tenant's Accommodation Agreement.

15 Fixtures Fittings and Contents

- Blinds
- Laminate Floor
- 1 Double Bed
- 2 Wardrobes
- 1 Dining Table
- 1 Sofa
- 1 Chair
- Cooker
- Fridge
- Washing Machine

16 Signature

Signed by or on behalf of the Landlord

Signed By Tenant(s)

Signature of Tenant 1

Name: Sarah Baker