

DATED

2018

(1) Ramblers Retirement Annuity Trust Scheme

(2) Student name

**ASSURED SHORTHOLD TENANCY  
AGREEMENT**

relating to

[ property address that you will be renting]

Ashfords Solicitors  
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**WARNING** : This is a binding document and should be read carefully to ensure that it contains everything you want and nothing you are not prepared to agree to.

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2018

DEFINITIONS		
Word or Phrase		Meaning
the Landlord	Name : Address :	<b>Ramblers Retirement Annuity Trust Scheme</b> of: Fairmead Court, Vollarads Lane, Hatt, Saltash, Cornwall. PL12 6PT  (which shall be the address for service of all notices and proceedings)
the Tenant	Name : Address :	[ <b>Students name</b> ] [ <b>students home address</b> ]
Lawful Permitted Occupiers		The above named Tenant
the Room		[ <b>the room number the student will be renting</b> ]
the Property		[ <b>the address of the property the student will be renting</b> ]
the Inventory		the list of furniture and fittings provided by the Landlord at the commencement of the Term
the Term		48 weeks from [ 22/08/2019 ] to [ 23/07/2020 ]
the Commencement Date		the 22 <sup>nd</sup> August 2019
the Rent		[ <b>£the agreed rent</b> ] pounds per week paid as below
the Rent Payment Days		Termly on or prior to the following dates:  Term 1 - [22/08/2019] the amount of <b>£xxx</b> Term 2 - [ 09/01/2020 ] the amount of <b>£xxx</b> Term 3 - [ 16.04.2020 ] the amount of <b>£xxx</b> or One payment of <b>£xxx</b> at the outset on or prior to the Commencement Date
the Services		all gas, oil, water, electricity (as applicable)
the Landlord's Contribution		An amount of £10.00 per tenant per week towards the cost of the gas oil water and electricity services

In this Agreement (unless the context otherwise requires or admits) words or phrases shall have the above meanings.

## **WHEREBY IT IS AGREED:-**

### **1. Letting**

The Landlord shall let and the Tenant shall take the Room together with the furniture and fittings as set out in the Inventory for the Term at the Rent to be paid on the Rent Payment Days the first of such payments to be made on the date of the signing of this Agreement. The Tenant shall have the right to use the entrance hall, staircase, kitchen, bathroom, toilet, sitting room, dining room, landings and back garden of the Property in common with the Landlord and any other tenants of the Property.

### **2. Term**

The Tenant acknowledges that this Agreement comprises a tenancy of the Room for the period of the Term. Further the Tenant acknowledges that this Agreement may only be terminated by the Tenant with the consent of the Landlord before the expiration of the Term.

### **3. Tenant's Agreements**

The Tenant agrees to observe, perform and comply with the following provisions throughout the Term and any statutory or contractual continuation of it:-

#### **3.1. Rent**

- 3.1.1. to pay the Rent reserved on the Rent Payment Days and if required by the Landlord to set up a standing order at the Tenant's bank to pay the rent directly to the Landlord's account
- 3.1.2. to pay interest at a rate of eight per cent per annum on any rent not received by the Landlord on the Rent Payment Days and/or upon any sums due and owing to the Landlord by the Tenant such interest being calculated on a daily basis from the date the sum or sums become due until the date payment is received in cleared funds by the Landlord

#### **3.2. Outgoings (including services)**

- 3.2.1. to pay the Council Tax or any replacement of it assessed on the Property or the Tenant in respect of the Tenant's occupation of the Property and any future taxes that may be assessed or imposed on the Property
- 3.2.2. to pay one [ share amount dependent on the number of people living in the property ] share of the Service charges over and above the Landlord's Contribution for Services which shall be consumed on or supplied to the Property
- 3.2.3. to reimburse the Landlord for any liability which the Landlord may incur for the outgoings referred to in this clause upon the Tenant yielding up or upon the Landlord re-taking possession of the Property

#### **3.3. Assignment**

- 3.3.1. not to assign charge underlet share or part with possession of the Room or the Property or any part of it or any of the furniture and fittings within three months from the Commencement Date and thereafter not to assign charge, underlet, share or part with possession of the Room or the Property without obtaining the prior written consent of the Landlord which, (subject to the Tenant complying with the matters set out in 3.3.2 and, if applicable, subject to any Mortgagee or Mortgagees giving consent), shall not be unreasonably withheld
- 3.3.2. the tenant shall at the Landlord's request

3.3.2.1. pay the Landlord's reasonable costs and expenses of and relating to the Tenant's request pursuant to 3.3.1 and/or

3.3.2.2. procure that any Assignee shall enter into a direct agreement in writing with the Landlord and/or

3.3.2.3. procure a suitable Guarantee of the obligations under the Tenancy and/or

3.3.2.4. provide two references, (at least one being financial) of any Assignee/Sub-Lessee.

#### **3.4. Use and maintenance**

3.4.1. to take reasonable care of the Room and the communal areas of the Property and to use the Room and Property furniture and fittings in a tenant-like manner

3.4.2. to keep the Room and the communal areas of the Property clean and tidy and in a lettable state at all times

3.4.3. not to remove any of the furniture and fittings from the Room or the Property and at the determination of the tenancy to leave them in the same rooms as described in the Inventory

3.4.4. to take such reasonable precaution as expected of a tenant to keep the Property free from infestation from vermin, rodents or animal fleas and where such infestation occurs as a result of action or inaction on behalf of the tenants, to be responsible for the appropriate costs in fumigating and cleaning any affected parts as appropriate and for rectifying and or removing the cause of such infestation

3.4.5. to pay to the Landlord damages of an amount equal to the reasonable cost of making good any damage caused to the Room or the communal areas of the Property which occurs by reason of any breach of this clause to include without prejudice to the generality of the foregoing repairing and/or redecorating the interior of the Property and replacing or repairing all fixtures and furniture damaged broken lost or destroyed in the Room or the communal areas of the Property.

#### **3.5. Lawful Permitted Occupants**

3.5.1 only the Tenant as the Lawful Permitted occupier can occupy the Room

3.5.2 to immediately notify the Landlord if the immigration status of the Tenant changes during the tenancy

#### **3.6. Use for Residential Purposes**

to use the Room and the communal areas of the Property for residential purposes only, not to take in lodgers or paying guests and not to carry on or permit to be carried on in the Room or at the Property any trade, profession or business nor to use the address of the Property for any trade or business documentation, save for a 'home business' as defined in the Small Business, Enterprise and Employment Act 2015.

#### **3.7. Nuisance/Illegality**

3.7.1. that neither the Tenant nor any person residing in or visiting the Property shall be guilty of conduct or allow to be done in or upon the Property or any part thereof any act or thing which may be or is likely to cause a nuisance damage or annoyance to the Landlord, the Tenant any visitor or occupier of any adjoining Property or in the locality of the Property, and not to possess keep or use on the Property nor permit to be kept or used on the Property any controlled drug as defined by the Misuse of Drugs Act 1971

3.7.2. not to use the Room or the communal areas of the Property or permit it to be used for any illegal, criminal or immoral purposes or in contravention of any statute, regulation or bye-law

3.7.3. that neither the Tenant nor a person residing in the Property has or will commit or has been convicted of an arrestable offence in, or in the locality of, the Property

3.7.4. in order to comply with the HMO Agreement entered into with Plymouth City Council, the Tenant confirms that whilst in occupation of the Room and the communal areas of the Property they will:

3.7.4.1. respect the rights of other people and not do anything (either in or near the Property or the street where the Property is) which would cause a nuisance or annoyance including harassment of other people. In particular but not limited to the examples given the tenant shall:

3.7.4.1.1. be respectful to the neighbours of the community to which they have moved .

3.7.4.1.2. be conscious of the level of noise coming from the Property and garden at all times but in particular after 10pm at night. Noise includes but is not limited to playing music, raised voices, door banging, running up and down the stairs etc.

3.7.4.1.3. ensure that refuse is stored appropriately in the bins provided and put the bins out for collection on the correct day and bring the bins back into the boundary of the Property after collection. The Tenant confirms that they will not allow refuse to accumulate inside or outside the Property.

3.7.5. if the Tenant or any person residing in or visiting the Property shall breach clauses 3.7.1 to 3.7.4 inclusive the Landlord reserves the right to take legal action against those persons to evict them from the Property and, where actions are of an illegal or criminal nature, the Landlord will notify the police.

### **3.8. Smoking**

not to smoke or allow the use of candles or any other naked flame or combustible agents in the Room or communal areas of the Property or permit any person residing in or visiting the Property to do the same.

### **3.9. Pets**

not to keep any animals whatsoever.

### **3.10. Additions and Alterations**

not without the prior written consent of the Landlord to make any alteration in or addition to the Room or the communal areas of the Property (including the fixing of any satellite dish or aerial) provided that, at the Landlord's option, any consent given by the Landlord may require the removal/reinstatement of any such addition or alteration upon the Tenant vacating the Property and in the absence of such requirement by the Landlord any alteration in or addition to the Property which is made shall be deemed to be a fixture of the Property and shall be left at the Property at the determination of the tenancy.

### **3.11. Repairs**

3.11.1. to notify the Landlord or his agent of any disrepair and/or damage requiring action by the Landlord as soon as reasonably possible

3.11.2. not to carry out any repairs (or authorise anyone else to carry out any repairs) without the prior written consent of the Landlord

### **3.12. Entry and View**

3.12.1. to permit the Landlord or any person authorised in writing by the Landlord to enter upon the Property at reasonable hours and on 24 hours' notice in writing (except in cases of emergency where no notice is required) :-

3.12.1.1.to examine the Property to ascertain if repairs are necessary and/or

3.12.1.2.to carry out repairs, inspections and certifications of fixtures fittings and installations

3.12.1.3.to carry out any cleaning that is required to the Room to ensure that the Room remains in a lettable state in accordance with clause 3.4.2

3.12.1.4.to carry out any decorative works required to the Room or the Property in order to keep it in a lettable state.

3.12.2. To permit the Landlord or any person authorised in writing by the Landlord to enter the Room or the Property on the following days in order to carry out a monthly inspection:-

3.12.2.1.[25th and 26th ] September 2019

3.12.2.2.[23<sup>rd</sup> and 24th ] October 2019

3.12.2.3.[27th and 28th ] November 2019

3.12.2.4.[18<sup>th</sup> and 19th ] December 2019

3.12.2.5.[22<sup>nd</sup> and 23<sup>rd</sup> ] January 2020

3.12.2.6.[19th and 20th ] February 2020

3.12.2.7.[25th and 26th ] March 2020

3.12.2.8.[22<sup>nd</sup> and 23<sup>rd</sup> ] April 2020

3.12.2.9.[20<sup>th</sup> and 21<sup>st</sup> ] May 2020

3.12.2.10.[24<sup>th</sup> and 25th ] June 2020

3.12.3. To permit the Landlord to access the Room and the Property during the Christmas and Easter break so the Landlord can inspect and ensure all is in order with the Property, as required by the Landlord's insurer

### **3.13. Weather Damage**

to take all reasonable steps at all times to prevent damage by weather conditions or otherwise to the central heating system in the Property including but without prejudice to the generality of the foregoing draining the system or leaving it working for any significant period during the winter months in which the Tenant is absent from the Property and the Tenant further agrees to make good at his own expense any damage caused to the Property or its contents which occurs by reason of any breach of this agreement.

### **3.14. Not to jeopardise Insurance**

not to do or suffer to be done on the Property any act or thing whereby the fire insurance policy may become void or voidable or the premium thereon may be increased.

### **3.15. Landlord's costs**

to pay the Landlord's reasonable costs of:-

- 3.15.1. any application for licence or consent under this Agreement whether or not such consent is actually granted
- 3.15.2. the preparation and/or service of any Notice by the Landlord on the Tenant of any breach of any of the Tenant's agreements contained in this Agreement

### **3.16. Prospective Tenants**

to allow prospective tenants purchasers or occupiers of the Property (on presenting an authority signed by or on behalf of the Landlord) and having given reasonable notice to enter and view the Property at reasonable hours.

### **3.17. Yield Up**

- 3.17.1. to yield up vacant possession of the Property at the expiration or sooner determination of the Tenancy together with the furniture and fittings in the same state and condition as they were in at the beginning of the Term and to pay for the reasonable cost of cleaning or washing of carpets, curtains, upholstery and loose covers and of the washing of all linen which shall have been soiled and which at the time of termination of the Tenancy may require to be washed or cleaned.
- 3.17.2. Within 7 days of the expiration or sooner determination of the Tenancy, the Tenant shall deliver to the Landlord's registered address either in person or via First Class Recorded Delivery the keys to the Room and Property.
- 3.17.3. The Landlord reserves the right to request that the Tenant attend the Property with the Landlord to carry out an end of Tenancy Review.

### **3.18. Tenant's Belongings**

- 3.18.1. that if the Tenant leaves anything at the Property ("the Tenant's Belongings") upon vacating the Property the Landlord shall be entitled to conclude that such items are in the sole ownership of the Tenant. It is the responsibility of the Tenant to remove the Tenant's Belongings by arrangement with the Landlord. Where the Tenant does not contact the Landlord within the period of 7 days following the end of the Agreement to make satisfactory arrangements with the Landlord to remove the Tenant's Belongings and does not complete the removal within the said 7 day period, (or such extended period as may be agreed between the Landlord and Tenant), then the Landlord may as the agent of the Tenant (and the Landlord is hereby irrevocably appointed by the Tenant to act as such) sell the Tenant's Belongings at a time or times and upon such terms as the Landlord sees fit without consultation with the Tenant and the Landlord shall hold the net proceeds of sale (calculated as the gross proceeds of sale less all reasonable costs and expenses of removal, storage, advertising, sale and Tracing Costs (as defined below) incurred by the Landlord) as follows:
  - 3.18.1.1. if the address of the Tenant is known by the Landlord then in accordance with the provisions of sub-clause 3.18.2 below or
  - 3.18.1.2. if the address of the Tenant is not known by the Landlord then in accordance with the provisions of sub-clause 3.18.3 below
- 3.18.2. If the address of the Tenant is known by the Landlord then if the Landlord shall receive from the Tenant a written claim for the net proceeds of sale within 6 months following the end of the Agreement then the net proceeds of sale (exclusive of any interest (if any) accrued thereon which shall be deemed to be the property of the Landlord) shall be remitted to the Tenant by way of a cheque sent to that address in full settlement of all claims of the Tenant in respect of the Tenant's Belongings.
- 3.18.3. If the address of the Tenant is not known by the Landlord then:
  - 3.18.3.1. after reasonable steps have been taken by the Landlord to trace the Tenant (the costs of which ('the Tracing Costs') shall be the

responsibility of the Tenant and may be deducted from the proceeds of sale); and

- 3.18.3.2. the Landlord does not receive from the Tenant a written claim for the net proceeds of sale within 6 months following the end of the Agreement

it is agreed by the parties hereto that ownership of the net proceeds of sale (together with any interest accrued thereon (if any) shall be deemed to pass to the Landlord absolutely free from any claim from the Tenant

### **3.19. Inventory**

to check the Inventory of the Room and the Property as provided by the Landlord at the commencement of the tenancy and as soon as reasonably possible to return the Inventory to the Landlord having first attached to it (if applicable) any additions, deletions or amendments as the Tenant considers appropriate. Should no such annotated copy of the Inventory have been received from the Tenant within the specified time, the original Inventory as held by the Landlord shall be deemed to be a true and accurate record of the condition of the Property and its contents. The Tenant further agrees to attend (or appoint a competent person to represent him) at the Property at the termination of the Tenancy for the purpose of checking the Inventory and agreeing any dilapidation that may have accrued by reason of any breach of clause 3.

### **3.20. Tenant's Status**

To remain a student in full time education for the duration of the Term.

- 3.20.1. Upon ceasing to be a student in full time education to inform the Landlord and to pay to the Landlord all outstanding monies under this agreement and to vacate the Property immediately. For the avoidance of doubt all outstanding monies includes payment of the rent for the whole Term regardless of when the Tenant ceases to be a student in full time education.

## **4. Provisos**

### **4.1. Termination by Landlord**

- 4.1.1. The tenancy may be brought to an end by the Landlord at any time on any of the grounds set out in clause 4.1.2 by the Landlord obtaining an order for possession from the court (unless the Tenancy shall cease to be governed by the Housing Act 1988 (as amended by the Housing Act 1996) or any replacement of it.

- 4.1.2. The Tenancy may be brought to an end in accordance with this clause if

4.1.2.1. The Rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;

4.1.2.2. The Tenant is declared bankrupt under the Insolvency Act 1986;

4.1.2.3. The Tenant has breached this agreement; or

4.1.2.4. on any of the following grounds of Schedule 2 of the Housing Act 1988 :-

4.1.2.4.1. where the Property has previously been occupied by the Landlord as his principal or only home and the Property is required as the Landlord, or his spouse's principal home (Ground 1)

4.1.2.4.2. where a mortgagee requires possession for the purpose of disposing of the Property with vacant possession in exercise of a power of sale (Ground 2)

4.1.2.4.3. Where the Tenant dies and the Tenancy passes under will or intestacy to a third party (Ground 7)

- 4.1.2.4.4. Where the tenant has engaged in serious anti-social behaviour (Ground 7A)
  - 4.1.2.4.5. where the Tenant is in arrears of rent (Ground 8)
  - 4.1.2.4.6. where some rent lawfully due from the Tenant remains unpaid (Ground 10)
  - 4.1.2.4.7. where the Tenant has persistently failed to pay rent (Ground 11)
  - 4.1.2.4.8. where any obligation of the tenancy has been broken or not performed (Ground 12)
  - 4.1.2.4.9. where the Tenant or any other person residing in the Property has caused deterioration of the Property or any common parts (Ground 13)
  - 4.1.2.4.10. where the Tenant or any other person residing in or visiting the Property is guilty of conduct causing or likely to cause nuisance or annoyance to any person or is convicted of using the Property for an immoral or illegal user (Ground 14)
  - 4.1.2.4.11. where the Tenant has been found guilty of riot (Ground 14ZA)
  - 4.1.2.4.12. where the Tenant or any other person residing in the Property allows deterioration in the condition of the furniture (Ground 15)
- 4.1.3. Any termination of the tenancy under this clause shall be without prejudice to any other rights and remedies of the Landlord.

#### **4.2. Termination by Landlord after fixed term has expired**

- 4.2.1. The Tenancy may be brought to an end by the Landlord on the last day of the fixed Term but not before this date (and during any continuation of the Tenancy) by the Landlord following the procedure set out in clause 4.2.2
- 4.2.2. The Landlord may re-enter the Property and the Tenancy created shall determine upon the following :-
  - 4.2.2.1. the Landlord or his agent serving not less than 2 months' notice in writing stating that the Landlord requires possession of the Property and/or
  - 4.2.2.2. the Tenant vacating the Property at the end of the notice period or in default the Landlord obtaining an order for possession from the court
- 4.2.3. A notice under clause 4.2.2.1 may be given before the day on which the fixed term of the Tenancy comes to an end but must not expire earlier than the last day of the fixed term
- 4.2.4. in addition to the Housing Act grounds set out above, during any statutory periodic tenancy the Landlord can also rely on the following additional grounds contained in the Housing Act 1988:-
  - 4.2.4.1. Property used for holiday accommodation (Ground 3)
  - 4.2.4.2. Property used for minister of religion (Ground 6)
  - 4.2.4.3. possession sought following death of tenant (Ground 7)
  - 4.2.4.4. suitable alternative accommodation (Ground 9)
  - 4.2.4.5. Property let in course of employment (Ground 16)

#### 4.2.4.6. Property let after misrepresentation by Tenant (Ground 17)

4.2.5. Any termination of the Tenancy under this clause shall be without prejudice to the other rights and remedies of the Landlord

#### 4.3. Cesser for Fire

4.3.1 If the Property shall be burnt down or rendered uninhabitable by fire the rent shall from that time cease to be payable until the Property is reinstated and rendered habitable and in case any dispute arises under this provision it shall be submitted to arbitration pursuant to the Arbitration Act 1996.

4.3.2 Should the Landlord in his absolute discretion consider that the Property should not be reinstated within a 4 week period the landlord shall be entitled to terminate this tenancy immediately by notice in writing being given to the tenant

### 5. Landlord's Agreements

The Landlord agrees:-

#### 5.1. Quiet Enjoyment

that the Tenant paying the rent and observing and performing all the obligations of the Tenant under this Agreement shall quietly possess and enjoy the Property without any lawful interruption by the Landlord or any third party claiming under or through the Landlord.

#### 5.2. Insurance

to keep the Property insured against fire

#### 5.3. Repair Structure

to keep the exterior (including drains, external pipes and gutters) and structure of the Property in good and tenantable repair and condition

**PROVIDED NEVERTHELESS** that the Landlord shall not be required:-

5.3.1. to carry out any works or repairs which are necessary by reason of any breach of clause 3

5.3.2. to rebuild or reinstate the Property in case of destruction or damage by fire or by tempest flood or other inevitable accident or

5.3.3. to keep in repair or maintain anything which the Tenant is entitled to remove from the Property

**AND PROVIDED FURTHER** that in determining the standard of repair required of the Landlord regard shall be had to the age character and prospective life of the Property and the locality in which it is situated

### 6. It is further agreed:

#### 6.1. Provision of information

By signing this Agreement the Tenant acknowledges that the Landlord has provided:-

6.1.1 "How to rent: the checklist for renting in England" published by the Department for Communities and Local Government

And acknowledges that that Landlord will provide prior to the commencement of the Term:-

6.2.1 An Energy Performance Certificate for the Property (if applicable)

6.2.2 A gas safety certificate (if applicable)

**6.2. Holdover**

Without prejudice to the rights of the Landlord generally it is hereby agreed that if the Tenant holds over beyond the Term then this agreement may only be determined by the Tenant upon the Tenant serving on the Landlord at least one months' notice in writing of the Tenant's intention to vacate such Notice to be effective on the last day of a period of the continuation tenancy.

**6.3. Notices**

All notices which are required or which may be served under the provisions of this Agreement shall be in writing and shall be deemed sufficiently served if delivered by hand or mailed by registered or recorded first class mail to the Landlord at his address and to the Tenant at the Property.

**6.4. Mortgagees**

If the Property is subject to a mortgage granted before the beginning of the tenancy the provisions for recovery of possession by a mortgagee in Ground 2 of Schedule 2 and Section 7(6) of the Housing Act 1988 apply accordingly. If the Landlord's mortgagee is or becomes entitled to exercise its power of sale then the Landlord's mortgagee shall be entitled to forfeit this Agreement and gain vacant possession of the Property under any of the Grounds comprised in Schedule 2 of the Housing Act 1988.

**7. Interpretation**

**7.1. In this Agreement where the context requires:-**

7.1.1. words importing the singular include the plural and vice versa and

7.1.2. words importing the masculine include the feminine and neuter and

7.1.3. If at any time during the Term the Landlord or the Tenant consists of more than one person, their obligations and covenants are enforceable against all of them jointly and against each of them individually

7.2. References to any Act of Parliament include references to any modification or re-enactment thereof for the time being in force and any order instrument regulation or by-law made or issued hereunder

**AS WITNESS** the hands of the parties hereto the day and year first before written

Signed by the said [students name] .....)  
**THE TENANT** )  
in the presence of:- )

Signature of Witness.....

Name of Witness .....

Address .....

Occupation .....

Signed by the said ..... )  
For and on behalf of The Ramblers Retirement  
Annuity Trust Scheme)

**THE LANDLORD** )  
in the presence of:- )

*Signature of Witness*.....

*Name of Witness* .....

*Address* .....

.....

*Occupation* .....