

Assured Shorthold Tenancy Agreement for a furnished dwelling

THIS AGREEMENT IS MADE

BETWEEN Landlord ASN Capital Lettings Ltd 676-680 Wimborne Road BOURNEMOUTH BH9 2EG Telephone: 01202 771441	AND Tenant <Tenant name>
	AND Guarantor <Guarantor name> <Guarantor address>

AND IS MADE IN RELATION TO:

the **Property**: Winton Halls, 676-680 Wimborne Road, Bournemouth, BH9 2AH
(all that building and grounds situated at the specified address, of which the Room and Shared Flat form part)

the **Room**: Room ##

Room Type: <###>

the **Shared Flat** (not applicable in the case of self-contained studios)
(all that flat which the Room is located within, excluding such rooms that are let or intended to be let to students under tenancies other than this agreement)

Together with the **Contents** as specified in the **Inventory** to be issued by the Landlord to the Tenant on or around the commencement of the Term.

With the use of the **Shared Facilities**.

(all those parts of the Property and the items or equipment in them, excluding flats containing rooms let or intended to be let to individual students, which are intended to be used in common with other occupiers, including but not limited to any corridors, stairs, lifts, common rooms, cycle stores, courtyards and study areas).

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THE MAIN TERMS OF THE AGREEMENT ARE

A. Number of permitted occupiers

The maximum number of people permitted to occupy the Room is one.

B. Term

A FIXED TERM of 43 / 51 weeks commencing on and including 7th September 2019 to and including 3rd July / 28th August 2020.

C. Rent

The total rent payable per week is £###.00 and is payable in advance in the following instalments.

Total rent: £###.00

Instalment	Date due	Amount
1	28 th August 2019	£###.##
2	9 th January 2020	£###.##
3	9 th April 2020	£###.##

Payments should be made by direct bank deposit to the account nominated by the Landlord from time to time, or any other payment method made available by the Landlord from time to time.

D. Utility, Council Tax and Charges for Services

Water charges	Included
Council Tax (or similar replacement)	Excluded*
Heating / hot water	Included
Electricity	Included
Television licence	Excluded**
Telephone	Excluded
Internet	Included

* (the Tenant, as a full-time student will usually be exempt from Council Tax, should the Tenant no longer qualify for the exemption then the Tenant is liable for any cost that arises).

** (a television licence will be arranged by the Landlord for any television provided by the Landlord in a shared lounge or common room, if applicable).

E. Deposit

A booking deposit of £150.00 has already been paid by the Tenant. Upon commencement of this Tenancy the booking deposit will convert into the Deposit and will be held under the terms of an authorised tenancy deposit scheme (as per Clause 5 of this Agreement) the details of which will be made available to the Tenant by the Landlord within 30 days of commencement of this Tenancy.

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The Landlord lets the Room and the Contents, together with a right to use in common with others the Shared Flat and the Shared Facilities, to the Tenant at the Rent for the Tenancy Period on the standard letting terms set out in this Agreement as varied or supplemented by any special letting terms.

1. Tenant's Obligations

The Tenant hereby agrees with the Landlord as follows:

- 1.1. Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any visitor to do or not to do the same thing.

Rent and Charges

- 1.2. To pay the Rent at the times and in the manner specified in this Agreement whether or not it has been formally demanded.
- 1.3. To pay any Council Tax (or similar charge which replaces it) liability that arises should the Tenant no longer qualify for exemption as a full-time student.
- 1.4. To pay to the Landlord all costs and expenses, on an indemnity basis, incurred by the Landlord in:
 - 1.4.1. The recovery from the Tenant of any Rent or any other money which is in arrears.
 - 1.4.2. The enforcement of any of the provisions of this Agreement.
 - 1.4.3. The service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement whether or not the same shall result in court proceedings.
 - 1.4.4. The cost of any Bank or other charges incurred by the Landlord if any cheque written by the Tenant is dishonoured or if any payment is withdrawn or refused by the Tenant's bankers.
 - 1.4.5. The cost of repairing, decorating or cleaning the Room, the Shared Flat or the Contents so they are to the same standard as at the commencement of the Tenancy (reasonable wear and tear excepted).
 - 1.4.6. Any other monies owed by the Tenant to the Landlord.
 - 1.4.7. Compensation for the breach of any terms of this agreement.
- 1.5. Where responsibility for a cost or expense referred to in Clause 1.4 is shared between the Tenant and one or more other tenants of the Property, the Landlord shall determine the proportion of the cost or expense due from the Tenant.
- 1.6. The costs and expenses referred to in Clause 1.4 above to be calculated in accordance with the schedule of charges prevailing at the time and published on the Landlord's website, providing at all times that such costs and charges be calculated reasonably.

Use of the Property

- 1.7. To occupy the Room as the Tenant's private student residence.
- 1.8. To inform the Landlord immediately if the Tenant ceases to be a full-time student in higher education.
- 1.9. Not to assign or sublet or part with or share possession of the Room or any part of it, or to allow the Room to be occupied by more than the maximum Number of Permitted Occupiers, without the express written permission of the Landlord (which will not be unreasonably withheld).
- 1.10. Not to carry on in the Property any trade profession or business or receive paying guests or exhibit any poster or notice board so as to be visible from the

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exterior of the Property or use the Room for any other purpose other than a private residence for the Tenant.

- 1.11. Not to use the Property for any immoral, illegal or improper purposes.
- 1.12. To use the Property carefully and properly and not to damage it.
- 1.13. Not to do or permit to be done on the Property anything that may reasonably be considered to be a nuisance or annoyance to the Landlord, other tenants of the Property, or the owner or occupiers of any adjoining property.
- 1.14. Not to make any noise or play any radio television audio equipment or musical instrument in or about the Property so as to cause nuisance to neighbours or other adjoining residents or people in the immediate area.
- 1.15. Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such Services to the Property.
- 1.16. Not to bring into the Property any furniture or furnishings and other personal effects that do not meet the required safety standards.
- 1.17. Not to bring into the Property any pedal cycle, with the exception of a single pedal cycle stored correctly in a designated cycle store facility.
- 1.18. Not to obstruct the common parts of the Property or any Shared Facilities or keep or leave anything in them.
- 1.19. Not to smoke tobacco or any other substance or e-cigarette (or similar) device in the Property, with the exception of in a designated smoking area in an outdoor part of the Shared Facilities.
- 1.20. Not to keep any dangerous, illegal or inflammable goods, materials, or substances in or on the Property apart from those required for general household use.
- 1.21. Not to install, take into, use or keep in, the Property any heater or like object and not to burn anything with a naked flame or that smoulders, such as candles, oil lamps, incense burners, etc in the Property.
- 1.22. Not to use any open chip pan / fryer or similar.
- 1.23. Not to open any window past the set restrictors other than in the event of an emergency evacuation.
- 1.24. Not to tamper with any fire fighting, detection or prevention equipment.
- 1.25. Not to keep any animals, reptiles, insects, rodents, birds or pet of any kind in the Property.
- 1.26. Not to block or cause any blockage to the drains and pipes, gutters and channels in or about the Property.
- 1.27. Not to bring in to the Property any electrical equipment which does not comply with relevant UK electrical regulations.
- 1.28. To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated.
- 1.29. To take all reasonable precautions to ensure efficient use of electricity, hot water and heating in the Room.
- 1.30. To comply with all rules, regulations and directions that may be published by the Landlord acting reasonably from time to time in the student handbook, on noticeboards or by other reasonable means of communication.

Leaving the Property Empty

- 1.31. To advise the Landlord, by giving reasonable written notice, if the Tenant intends being absent from the Room for more than 7 days and provide actual dates the Room will be unoccupied.

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Condition of the Property

- 1.32. Unless written comments or amendments are received by the Landlord within 48 hours of occupation commencing the Tenant acknowledges that the Inventory is a true and accurate record of the Room, Shared Flat and the Contents, including their condition, at the beginning of the Tenancy.
- 1.33. Not to damage the Property or make any alteration in or addition to it. Not to use sticky tape, 'blu-tack' or similar, pins, nails or screws on the walls.
- 1.34. Not to decorate or change the style or colour of the decoration whether it be internal or external.
- 1.35. To keep the interior of the Room, Shared Flat and the Contents in the same condition, cleanliness, repair and decoration, as at the start of the Tenancy with allowance for fair wear and tear.
- 1.36. Not to remove any of the Contents or Shared Facilities from the Property.
- 1.37. To notify the Landlord as soon as reasonably possible, having regard to the urgency of the matter, of any defect in the Property which comes to the Tenant's attention.
- 1.38. Where the Property includes use of Shared Facilities, to take proper care of the same and clean as appropriate after use.
- 1.39. Not to attempt to carry out any repairs or maintenance work to any part of the Property.

Waste and Refuse

- 1.40. To keep the Property free from rubbish and place all rubbish in suitable bins within the Property.
- 1.41. To undertake disposal of refuse by placing refuse in the receptacles provided and in particular comply with any local authority recycling policy by using the correct containers provided for that purpose. In the case of any dustbins to ensure that all general rubbish that cannot be recycled is placed and kept inside a plastic bin liner before placing in such dustbin.

Access to the Room

- 1.42. To permit the Landlord or other persons authorised by them at all reasonable times after giving the Tenant at least twenty-four hours notice (except in an emergency, or as provided in Clause 1.43):
 - 1.42.1. To enter the Room to examine the state and condition of the Room and Contents and to carry out repairs or maintenance to the Room or Contents and afford them all facilities so to do.
 - 1.42.2. To enter and view the Room with prospective future occupiers.
- 1.43. Where a defect has been notified by the Tenant to the Landlord then that defect report constitutes consent for the Landlord or other persons authorised by them to enter the Room at all reasonable times to carry out such a repair without the need to give advance notice.

Key

- 1.44. The Tenant agrees that the Landlord shall hold a set of keys and that the Tenant shall not install or change the door locks.
- 1.45. Not to have any keys cut for the locks to the Property.

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Tenant's Possessions

- 1.46. The Tenant is strongly advised to take out insurance with a reputable insurer for the Tenant's possessions as such possessions will not be covered by any insurance effected by the Landlord.

At the End of the Tenancy

- 1.47. At the end of the Tenancy the Tenant agrees to:
- 1.47.1. Give up the Room with vacant possession.
 - 1.47.2. Give up the Room, Shared Flat and the Contents in the same state of cleanliness, condition and decoration as it was at the commencement of the Tenancy (reasonable wear and tear excepted) and pay for the repair or replacement of those items damaged or lost during the Tenancy which were the Tenant's responsibility in this Agreement.
 - 1.47.3. Leave the Contents in the respective positions that they occupied at the commencement of the Tenancy.
 - 1.47.4. Return all keys to the Landlord and pay reasonable costs of having new locks fitted and new keys cut in the event that not all keys are returned to the Landlord.
- 1.48. Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the property or collected from the Landlord within 28 days after the expiry or sooner termination of the tenancy shall be deemed to have been abandoned. Provided the Landlord has given written notice to the Tenant, or where the Tenant cannot be found after reasonable steps have been taken to trace the Tenant, the Landlord can dispose of such goods as they think appropriate. The Tenant shall pay to the Landlord all reasonable costs in connection with the transport, storage and disposal of such goods or personal effects.

2. Landlord's Obligations

The Landlord hereby agrees with the Tenant as follows:

- 2.1. The Landlord shall arrange for the Property and Contents (not the Tenant's possessions) to be insured under a comprehensive insurance policy and use all reasonable effort to arrange for any damage caused by an insured risk to be remedied as soon as is practicable, and unless the Landlord provides suitable alternative accommodation to refund to the Tenant any Rent paid for any period in which the Room is wholly uninhabitable or inaccessible as a result of such damage, unless the insurers refuse to pay out the policy monies because of anything the Tenant has done or failed to do in breach of the Tenant's Obligations under this Agreement.
- 2.2. To pay all assessments and outgoings in respect of the Property, which are the responsibility of the Landlord.
- 2.3. To allow the Tenant to quietly possess and enjoy the Room during the Tenancy without interruption from the Landlord, (not withstanding Clause 1.42 in this Agreement).
- 2.4. To ensure that gas appliances supplied by the Landlord comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Gas Safety Check Certificate will be given to the Tenant at the commencement of the Tenancy if applicable.
- 2.5. To ensure that all the furniture and equipment within the Property supplied by the Landlord complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.

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2.6. To carry out promptly any repairs which are the Landlord's responsibility.

3. Interest on Rent Arrears

3.1. The Tenant shall pay interest at the rate of 8% upon any Rent or other monies due under this Agreement which is more than 14 days in arrears in respect of the date from when it became due to the date of payment.

4. Termination

4.1. If there is a breach of any of this Agreement by the Tenant the Landlord may serve notice in accordance with Section 8 of the Housing Act 1988 (as amended).

4.2. If the Rent or any part shall be in arrears for at least 21 days after it shall have become due (whether legally demanded or not) or if there shall be a breach of any of this Agreement by the Tenant, the Landlord may re-enter the Room (subject to the Landlord obtaining a Court Order for Possession) and immediately thereon the Tenancy shall terminate without prejudice.

Landlords Right of Termination

4.3. The Landlord is entitled to terminate this Tenancy for these reasons (including by Service of Notice in accordance with Section 8 of the Housing Act 1988 (as amended), as defined above):

4.3.1. Any installment of rent not received in full within 14 days of day due when the landlord formally demands it, after it has fallen due;

4.3.2. Or if the tenant fails to comply with any of the Tenants Obligations under this agreement;

4.3.3. Or if the Tenant becomes bankrupt;

4.3.4. Or an Interim Receiver of the Property is appointed;

4.3.5. Or if the Tenant (without making prior arrangements in writing with the Landlord) leaves the property vacant or unoccupied for more than 4 weeks.

Effect of Termination

4.4. Termination of this Tenancy Agreement ends the Tenancy but does not release the Tenant from any outstanding obligations.

4.5. If the Tenancy is a Fixed Term Tenancy, the Landlord may serve on the Tenant at least 2 months notice in writing under Section 21(1)(b) of the Housing Act 1988 (as amended) to expire on the last day of the Fixed Term.

4.6. If the Tenancy has become a statutory Periodic Tenancy it may be terminated by:

4.6.1. The Landlord serving the Tenant at least two months notice in writing under Section 21 (4) (a) of the Housing Act 1988 (as amended) and expiring on the last day of a rental period of the Tenancy.

4.6.2. The Tenant giving written notice of at least four weeks and expiring on the last day of a rental period of the Tenancy.

5. The Deposit

5.1. If a deposit is taken it will be held and returned under the terms of the Tenancy Deposit Scheme detailed below:

The Deposit Protection Service (The DPS)

This is known as the Custodial scheme. The scheme shall hold the deposit within the terms of the scheme. The Landlord shall retain any interest earned on monies properly deducted from the Deposit as specified in Clause 5.3 of this Agreement.

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- 5.2. The Deposit repayment process for the return of the Deposit to the Tenant (less any deductions properly made), managed by The DPS, shall be initiated within 5 working days of the last of these events:
 - 5.2.1. the end of the Tenancy,
 - 5.2.2. vacant possession of the Room and return of the keys.
- 5.3. Monies shall properly be deducted from the Deposit in respect of all reasonable costs and expenses incurred by the Landlord (including but not limited to the costs and fees of the Landlord's solicitors and other professional advisors) in respect of:
 - 5.3.1. The recovery from the Tenant of any Rent or any other money which is in arrears.
 - 5.3.2. The enforcement of any of the provisions of this Agreement.
 - 5.3.3. Compensation in respect of the Tenant's use and occupation in the event that the Tenant fails to vacate the Room on the due date.
 - 5.3.4. The service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement whether or not the same shall result in court proceedings.
 - 5.3.5. The cost of any Bank or other charges incurred by the Landlord if any cheque written by the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's bankers.
 - 5.3.6. The cost of repairing, decorating or cleaning the Room, Shared Flat or the Contents so they are to the same standard as at the commencement of the Tenancy (reasonable wear and tear excepted).
 - 5.3.7. The cost of repairing, decorating or cleaning any other part of the Property as a result of the act or omission of the Tenant.
 - 5.3.8. Any other monies owed by the Tenant to the Landlord.
 - 5.3.9. Compensation for the breach of any terms of this agreement.
- 5.4. The costs and expenses referred to in Clause 5.3 above to be calculated in accordance with the schedule of charges prevailing at the time and published on the Landlord's website, providing at all times that such costs and charges be calculated reasonably.
- 5.5. Where responsibility for a cost or expense referred to in Clause 5.3 is shared between the Tenant and one or more other tenants of the Property, the Landlord shall determine the proportion of the cost or expense due from the Tenant.
- 5.6. If the Deposit shall be insufficient the Tenant shall pay to the Landlord such additional sums as shall be required to cover all costs, charges and expenses properly due.

6. Guarantor

- 6.1. The Landlord has entered into this Tenancy Agreement at the request of the Guarantor.
- 6.2. The Guarantor agrees with the Landlord that if, at any time during the Term the Tenant defaults in paying the Rent or other sums due under this Tenancy Agreement, or is in breach of any covenant or obligation in this Tenancy Agreement, then the Guarantor guarantees to:
 - 6.2.1. pay any Rent and other sums due under this Tenancy Agreement within 10 working days of receipt of a written demand; and
 - 6.2.2. remedy any of the Tenant's covenants and obligations, or (if the breach cannot be remedied within a reasonable time) pay the Landlord on demand for all the Landlord's losses, damages, costs and expenses as a result of the Tenant's breach.

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- 6.3. The Guarantor's liability will not be reduced or released by any delay or concession by the Landlord in enforcing the Tenant's covenants and obligations.
- 6.4. The Guarantor's liability will continue in effect until all sums whatsoever payable by the Tenant under this Tenancy Agreement have been paid in full and this Guarantee shall not be terminated by the death or bankruptcy of the Tenant.
- 6.5. This Guarantee shall constitute the Guarantor as principal debtor.
- 6.6. The Tenant agrees that as a party to this Tenancy Agreement, the Landlord or other persons authorised by them may discuss any element of their tenancy and the Tenant's conduct and well being with the Guarantor.

7. Notices

- 7.1. The Landlord gives notice to the Tenant that in accordance with Section 47 and 48(1) of the Landlord and Tenant Act 1987 that Notices (including Notices in proceedings) may be served on the Landlord at the address specified in The Particulars of this Agreement.
- 7.2. Any Notice served upon the Tenant in accordance with this Agreement or any statute or regulation then the same may be served properly addressed to the Tenant either at the Room or by sending same by first class post to the Room or at the Tenant's last known address and the same shall be deemed to have been properly served and received by the Tenant in the ordinary course of that first class post being delivered.
- 7.3. Any notice served upon the Guarantor in accordance with this Agreement or any statute or regulation then the same may be served properly addressed to the Guarantor at their address specified in The Particulars of this Agreement or by sending same by first class post to that address or at the Guarantor's last known address and the same shall be deemed to have been properly served and received by the Guarantor in the ordinary course of that first class post being delivered.

8. Consents

- 8.1. The Landlord confirms that all necessary consents have been obtained to enable the Landlord to enter into this Agreement (whether from Superior Landlord, Lenders, Mortgagees, Insurers, or others).

9. Data Protection

- 9.1. The Tenant and the Guarantor hereby consent to the Landlord processing, storing and sharing any information or personal details on or of the Tenant and the Guarantor in accordance with the Landlord's published Data Processing Notice.
- 9.2. The Tenant and the Guarantor agree that the Landlord may share the Tenant or Guarantor's information or personal details with such suppliers, sub-contractors and agents as may be necessary in order to provide services and meet obligations in connection with this Agreement.
- 9.3. The Tenant and the Guarantor agree that the Landlord may share the Tenant or Guarantor's information or personal details with law enforcement organisations and statutory authorities if the Landlord believes there is reasonable cause to do so.
- 9.4. The Tenant and the Guarantor agree that the Landlord may pass on the Tenant or Guarantor's forwarding address and/or other personal and credit information to utility suppliers, local authority, any credit agencies, or reference agencies and for debt collection.



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SIGNED AS AN AGREEMENT:

For The Landlord

ASN Capital Lettings Ltd

Signature Date

Name of signatory <Signatory Name>

Capacity in which signed: Authorised Employee

Tenant

<Tenant name>

Signature Date

Guarantor

<Guarantor name>

Signature Date

SAMPLE