

# TENANCY AGREEMENT

## For letting residential dwelling house

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### General

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation in the following categories:-
  - Assured tenancies under the housing act 1988
  - Room, flat or apartment (residential landlord or non-assured short hold)
2. The Landlord is a member of the Landlord Deposit Scheme and you will be given an individual deposit number and a copy of the certificate under which your deposit has been registered. *We can transfer the deposit to another government-approved tenancy scheme. In the event of this happening we will notify you of this change in writing.*
3. This is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
4. This agreement will generally be used to create an assured shorthold tenancy *as defined in section 19A* of the housing act 1988 or an ordinary contractual tenancy. The type of tenancy created will depend upon the intents of the parties and the surrounding circumstances. If you wish to grant an assured tenancy on or after February 28th 1997, then you must serve a separate notice on the Tenant (s).
5. This form should not be used for granting tenancies to existing Tenant s holding tenancies under the Rent Act 1977 or housing act 1980 (regulated tenancies), or other tenancies which were granted before 15th January 1989.
6. 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.
7. Section 11, Landlord and Tenant Act 1985 – these obligations require the Landlord to keep in repair structure and exterior of the property, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Dwelling for space heating and heating water.
8. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by recorded delivery post (if letter is not returned undelivered) to the Tenant at the Dwelling or or left addressed to the Tenant at the property.

### Notes for Tenants

This agreement is a legal and binding contract and the Tenant is responsible for payment of rent for the entire term. The agreement may not be terminated early, unless the agreement contains a break clause, or written permission is obtained from the Landlord.

If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

This agreement is made on the date specified below BETWEEN the landlord and the tenants.

DATE:

**Landlord(s): #owner\_name#**

**Landlord (s) address: #owner\_address\_block#**

**Landlord's Agent: Manor Villages Limited (Company No:05518798)**

**Landlord's agents address: 160 Faraday Road, Lenton, Nottingham, NG7 2DU**

**Tenant Name: #applicant\_name# Of: #applicant\_address#**

**Dwelling or Premises (property address) known as: #property\_address#**

**Block or Building:** The block of dwellings of which the dwellings forms part being #property\_address\_nameno#

**Estate:** Means the accommodation within the boundaries of Faraday Road including all estate entrances roads, pathways and planted areas and buildings in it.

Tenancy Period: For a fixed term of: 46 weeks

Commencing on: #tenancy\_start\_date#

Ending on: #tenancy\_end\_date#

Total Rent ("Rent") for the fixed term period: #tenancy\_rent\_agreed#

Payment method: To be received by bankers draft/cheque/cash in termly instalments as stated below:

1st term           £           to be paid on the 4th September 2020

2nd term           £           to be paid on the 11th January 2021

3rd term           £           to be paid on the 3rd May 2021

Deposit: A deposit of #tenancy\_deposit# is payable upon signing this agreement.

Before entering into the Tenancy the Tenant should read the following notes:

This agreement is a legally binding document. You are strongly advised to read it carefully and consider professional advice before agreeing to it. The Tenant should be aware that he/she will be bound for the whole of "The Tenancy Period" and will not be released from his/her obligations (for example to pay rent) until the Tenancy Period expires.

The Landlord lets the Premises to the Tenant at the Rent for the Tenancy Period of the Standard Letting terms set out in this Tenancy Agreement as varied or supplemented by any Special Letting Terms.

In consideration of the Landlord entering into this agreement the Guarantor agrees to guarantee the obligations of the Tenant contained in this agreement.

This is an Assured Shorthold Tenancy under the Housing Act 1988. The Tenant understands that the Landlord will be entitled to recover possession of the Premises when the Tenancy Period ends.

The landlord's name and address set out above are to be used on the Tenant for all notices (including those in legal proceedings) until the Tenant receives written notification of a different name and or address for the Landlord.

## **1. GENERAL NOTES**

1.1 Reference in this agreement to the Landlord shall include the Landlord's Agent and other representatives.

1.2 Clause and paragraph titles are for convenience only and shall not affect the construction of this agreement.

1.3 Normal residential consumption of electricity, water, gas (if applicable) and sewerage utility services is included within the Rent. The Tenant will be responsible to reimburse the Landlord for any excessive usage of the utility services.

A Television License is provided for the communal areas of the property only, each individual bedroom will require a valid TV licence if the occupant wishes to watch television in the room.

## **2. RENTAL AND ANY OTHER PAYMENTS**

2.1 The Tenant agrees:-

2.1.1 To pay the Landlord for the duration of the Tenancy Period the Rent albeit that the Tenant may cease to occupy the Premises for any reason.

2.1.2 To pay interest at the rate of 3% per annum above the Bank of England's base rate on instalments of the Rent lawfully due that is paid more than 14 days after the date on which it became due. The interest shall be payable from the date the instalment(s) of the Rent should have been paid until the date the instalment(s) of the Rent is actually paid.

2.1.4 That payment of the instalments of the Rent will be made by credit or debit card, cash, cheque or bankers draft on or prior to the rent days in accordance with the Landlord's fixed payment procedures.

2.2 The Tenant will promptly pay any Council Tax or similar tax (if applicable) in respect of the Premises or its occupants for the Tenancy Period and all charges for electricity, gas (if applicable) and water consumed or supplied to the Premises (in excess of the level provided by the Landlord as referred to in clause 1.3)

2.3 If the Tenant is exempt from paying any Council Tax, then an exemption certificate must be provided to the Landlord within one calendar month of the Tenant taking occupation.

2.3.1 The Tenant will cover the Landlord for any Council Tax which becomes due for an entire property as a result of any change in status of the Tenant and will reimburse the Landlord any monies in respect of Council Tax which the Landlord has had to pay out as a result of Tenant continuing to occupy the Premises.

2.4 That the termination or surrender of this Agreement does not cancel any outstanding obligation which the Tenant owes the Landlord.

2.5 The Landlord's rights under this clause are in addition to any other rights the Landlord has under this Agreement. In particular the Landlord reserves the right to seek compensation for a breach of this Agreement or to cover any arrears then the Landlord may pursue other rights and remedies it has as it sees fit.

2.6

At the end of the Tenancy, the Landlord shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:

- (a) make good any damage or lack of cleanliness to the Property or the Contents (except for fair wear and tear) caused by the Tenant's breach of its obligations, including those under clause 5; and
- (b) pay any Rent which remains unpaid.

### **3. TERMINATION OF THIS AGREEMENT**

3.1 The Landlord reserves the right to re-enter the Property if:

- (a) the Rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- (b) The Tenant's status as a registered student of the relevant University/College shall terminate or be suspended for any reason whatsoever;
- (c) the Tenant is declared bankrupt under the Insolvency Act 1986;
- (d) the Tenant has breached the agreement; or
- (e) any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply.

This clause 3.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977.  
The Landlord cannot evict the Tenant without a court having first made an order for possession.

3.2 If the Landlord re-enters the Property pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant shall remain in force.

3.3 If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall pay all reasonable costs incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

### **4. LANDLORD'S OBLIGATIONS**

During the Tenancy Period the Landlord agrees to: -

4.1 Let and the Tenant agrees to take the Premises and Contents for the term at the Rent payable as above.

4.2 The Landlord will return to the Tenant any Rent payable for any period during which the Dwelling may have rendered uninhabitable by fire or any other risk which the Landlord has insured unless and to the extent that any part a claim is prevented due in part or whole to the default of the Tenant in which case to the extent of that irrecoverable sum the rental will be retained by the Landlord.

4.3 Use all reasonable efforts to arrange to rectify any damages as soon as viable, provided that the damages can be put right within the current academic year.

4.4 Keep the communal areas and gardens maintained and properly lit.

4.5 Endeavour to give the Tenant 24 hours' notice prior to any inspection, property viewing or to gain access to the Premises except where the Tenant has reported maintenance or in the case of an emergency where it is not feasible to do so.

## **5. TENANT'S OBLIGATIONS**

During the Tenancy Period the Tenant agrees: -

5.1 To pay the Rent on the days and in the manner specified to the Landlord's Agent without any deduction set-off or abatement.

5.2 To clean and keep in a tidy condition the Premises and Communal Areas.

5.3 To keep the communal areas of the Building and the gardens in a tidy condition.

5.4 To use the Premises solely for the purpose of a private living accommodation and not for any other purpose.

5.5 Not to under any circumstance part with or sub-let with the whole or part of the Premises.

5.6 Not to share the occupation of the Premises or any part of it nor do or cause anything to be done whereby the occupation of the Premises is shared with any other person (except with other authorised Tenants or licensees of the Landlord).

5.7 Not to have overnight visitors longer than one night and to ensure that visitors are not in possession of any keys to the Premises at any time and to be responsible for the actions of any visitor that is brought into the Premises by the Tenant.

5.8 To ensure that any visitor who the Landlord wishes to leave the Premises (For whatever reason in the Landlord's absolute discretion) immediately leaves the Premises in a quiet and peaceful manner at the request of Landlord.

5.9 To allow Landlord access to the Premises under the terms of this agreement following the Landlord giving statutory notice period. Except when in emergencies, or where the Tenant has requested the Landlord to rectify any faults or carry out any maintenance.

5.10 Not to create noise or annoyance that is at an unreasonable level and audible outside of the Premises and any time. In the first instance the Tenant will be issued with a written warning from the Landlord and any further issues will result in the proper authorities being informed.

5.11 To only bring into the Premises or onto the Site domestic appliances and not to bring into the Premises or onto the Site any equipment this is deemed to be for industrial use. This includes (but is not limited to) fridges, freezers, music equipment, stereos and speakers etc.

5.12 To keep and deliver the Premises and the Landlord's furnishings and appliances and effects in a good and clean and tidy condition (fair wear and tear permitted) and not to remove any of the said furnishings and effects from the Premises and if at the termination of the Tenancy Agreement either the Premises are damaged or the said furnishing and effects are damaged or lost, to reimburse the Landlord on demand the amount or value of such loss or damage. We may take from the deposit the reasonable costs of making good any damage to the furniture or fixings or anything else for which you may be responsible which is not caused by fair wear and tear

5.13 Not to make any additions or alterations or attach anything to the interior walls of the premises nor to make any alteration to the decoration of the Premises.

- 5.14 Not to alter or change or install any additional locks on any window or door in or about the Premises or have any additional keys made for the Premises without the prior written consent of the Landlord or that of the Landlord's Agent.
- 5.15 To replace all broken glass in doors and windows damaged by the Tenant during the tenancy.
- 5.16 To keep the Premises in a clean and tidy and proper condition at all times and to dispose of all refuse properly and in accordance with the directions made by the Landlord in this regard from time to time.
- 5.17 To keep the all drains (sink and shower and bath) free from obstruction and in particular not to deposit any food substances or fat oil similar products in to the drains and to pay the Landlord all costs incurred by the Landlord for removing any substances of this nature blocking the drains should the need arise.
- 5.18 Not to tamper, force or in any way open windows of the Premises or Building beyond their restricted opening, which have been restricted for Health and Safety purposes.
- 5.19 Not to keep any animals or birds or other living creature on the Dwelling without the Landlords written consent such consent if granted to be revocable at any time on reasonable grounds by the Landlord.
- 5.20 Not to bring any motor vehicle on site or to generate any car parking.
- 5.21 Not to erect any external television aerial or appliance for any television sets used at the Premises.
- 5.22 To hold a current television licence for any television sets which are being used in individual rooms and are not covered by the Communal Television Licence.
- 5.23 Not to introduce in to the Premises any portable heaters fired by liquid or bottled gas fuels, any chip pans, candles, incense sticks, oil burners or oil lamps or cooking appliance except those provided by the Landlord at the Premises without the landlord's written prior consent and to observe and abide by all fire safety regulations.
- 5.24 Not to wedge or jam open any fire door and in particular any kitchen door.
- 5.25 To have all electrical items owned or brought into the Premises by a Tenant or Guest PAT tested and be able to produce a certificate (or receipt for any appliances under a year old) on request of the Landlord.
- 5.26 To respond immediately if the fire alarm at the Building is rung by following the evacuation procedure for the Building.
- 5.27 Not to falsely activate the fire alarm, misuse or tamper with the fire alarm or fire safety equipment and not to tamper with or affect the performance of the smoke and heat detectors. Not to obstruct fire safety escape routes from the Premises and the Building.
- 5.28 To properly secure all locks and bolts to the doors, windows and other openings when leaving the Premises unattended.
- 5.29 Immediately to give notice to the Landlord (and the site manager of the Building) of any failure in water, drainage, electrical or other services at the Premises.
- 5.30 Not to use the Premises for any illegal or immoral purpose including drugs or similar substances and not to allow any one visiting the Premises to use illegal drugs or similar substances.
- 5.31 To observe and be bound by the disciplinary code and rules and regulations relating to student occupancy of residential property as published by the University or College at which the Tenant attends.
- 5.32 Not to smoke in any part of the Building at any time but to instead use the designated smoking areas and the cigarette bins provided.
- 5.33 To report the loss of any keys to the Premises or the Building immediately to the site manager of the Building and on termination of this Tenancy Agreement to immediately return all such key to him PROVIDED THAT in any case is it agreed that leaving any keys to the Premises with the security/management personnel at the Building will not in any circumstances be deemed as acceptance of termination of this Agreement by the Landlord.
- 5.34 That should the Tenant wish to leave the Premises for any reason prior to the end of the Tenancy Agreement, the Tenant shall still remain liable for the Rent for the Premises for the whole Tenancy Period. In the event that the Tenant finds a suitable replacement tenant, and the replacement Tenant has been accepted as suitable by the Landlord, then the Tenant will be responsible for the Rent on the Premises until the replacement tenant has signed a new tenancy agreement to take over the tenancy of the Premises named on the first page of this agreement.

5.35 Within seven days of receipt thereof to send to the Landlord all correspondence addressed to the Landlord or the owner of the Premises and any notice or proposal relating to the Premises (or building of which the Premises form part) given made or issued under or by virtue of ant stature, revelation, order direction or by-law by any competent authority.

## 6. STUDENT STATUS

It is a term of this Tenancy Agreement that the Tenant is at all material times during the Tenancy Period a student in full time education and the tenant shall supply evidence of this to the Landlord at the same time a paying the Deposit and on request during the Tenancy Period. Any change occurring to the status of the Tenant which results in the Tenant no longer being a student in full-time education will require the Tenant to surrender this Agreement but the Tenant will still remain liable for the Rent for the full Tenancy Period.

## 7. AT THE END OF THE TENANCY

At the end of the Tenancy Period the Tenant agrees:

7.1 To vacate the Premises and remove all of their belongings from the Landlord premises and leave the Premises and the Landlords items in the same clean state and condition as they were the beginning of the tenancy period. The Tenant covenants to pay the reasonable legal and related costs and expenses which the Landlord incurs in respect of:

- (i) *Recovering possession of the Premises;*
- (ii) *Recovering unpaid Rent or other money due under this agreement; or*
- (iii) *Steps taken if you fail to keep to the terms of this agreement (including the costs of our attempts to make you keep to this agreement).*

7.2 To ensure that any item, furniture or appliance which may have been moved during the Tenancy Period is returned to the location that they were in at the beginning of the Tenancy Period.

7.3 Not to leave any refuse or belongings for disposal within the Building, and if any such refuse or belongings are left by the Tenant we may remove, store, sell or otherwise get rid of any furniture or goods which you fail to remove at the end of the tenancy. You will be responsible for reasonable costs and expenses which we may incur because of this.

7.4 To pay the Landlord for the rectification, repair and/or replacement of any fixtures, fittings and finishing's damaged by the Tenant, including the repainting of walls marked by the attachment of pictures, posters and the like and any damage, soiling or contamination caused by smoking.

7.5 To return to the Landlord all keys/fobs and any other items belonging to the Landlord at the end of this agreement. The Tenant shall pay all reasonable costs for replacing locks if you fail to return any key or other security device necessary for gaining entry to the property. The tenant will also pay for replacement keys and fobs including window keys and grill keys that are lost or not returned during or at the end of the tenancy.

THE FIRST SCHEDULE: (attach a separate sheet if necessary)  
Special conditions:

**Keys if lost or not returned at the end of the tenancy:**

Key - £25.00  
Fob - £20.00  
Window Key - £5.00  
Grill Key - £5.00

**Signed by the Landlords(s):**

(Or the Landlord's Agent)

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**Signed by the Tenant (s):**

**(Printed Name): #applicant name#**

## **SEPARATE NOTICE AND ACKNOWLEDGEMENT**

Unless the Tenant has been allocated a car parking space within the development or neighbouring residential development the Tenant hereby declares that during the currency of this tenancy that he/she will not keep or use a private motor vehicle within the boundaries of the City of Nottingham ("the City") except for one journey at each term and half term for the purpose of transporting the Tenant in and out of the City to or from the Dwelling.

**Signed by the Tenant (s):** \_\_\_\_\_ **(Printed Name): #applicant\_name#**  
#page\_break#

## **MANOR VILLAGES LTD CODE OF CONDUCT**

All of the clauses listed below will be considered a serious breach of your contractual obligations and if broken will result in us taking action against your tenancy working alongside the university you are attending, your guarantors and the local authorities.

### **Anti-social behaviour.**

Not to create any noise this is audible from outside of the Dwelling and not to make noise in the communal corridors.  
Not to cause a nuisance, offence, disruption, harassment or persistent disturbance to others.  
Not to park in any areas surrounding the development unless you have an allocated parking space.  
Not to leave litter or rubbish in any communal area to include inside and outside and the surrounding grounds.  
Not to damage any of the site grounds indoors or out.

### **Bullying**

Manor Villages will not tolerate any form of bullying towards any other student be it one of our tenants or any other students. We will not tolerate any bullying or threatening behaviour towards and member of staff .

### **Drugs & Alcohol**

Substances which it is unlawful to possess, with intent to induce a hallucinogenic, narcotic or artificially exalted state would be considered as a breach of this agreement.  
Not to have or use any kind of smoking apparatus in the Dwelling occupied.  
Not to smoke in any common interior areas, this includes the use of vape appliances.  
Not to smoke in the lifts or any other part of the Building.

### **Weapons**

Weapons, replica weapons or everyday items being used as weapons will always be treated as being unsafe in a student environment and their possession or use in the Building will be treated as a serious breach of this agreement.

### **Health and Safety**

Not to obstruct corridors or fire exits or do anything which may be a fire risk or in any other way put the health and safety or security of others or the Landlord or other persons property at risk.

Not to interfere or remove any fire equipment provided in any part of the Building or surrounding areas that is there for your protection. Unless an incident takes place where it is used for its purpose.

Not to bring in to the property any portable electrical appliances with a high wattage (above 200watts) including portable heaters, fridge, freezer, washing machine, dishwasher in to the Dwelling, or shared areas of the Building and not to bring any additional furniture in to the Building without the Landlord's consent (which will not be withheld unreasonably).

**PROPERTY ADDRESS: #property address# .**

Please sign to say that you agree to the above terms along with the tenancy agreement attached.

**Signed by the Tenant (s):** \_\_\_\_\_ **(Printed Name): #applicant\_name#**  
#page\_break#

## **Bills-Inclusive Rent Fair & Acceptable Usage Policy (FAUP)**

If the bills are included within the Rent, the following FAUP will apply to you. This is to ensure that that your energy and water usage is not excessive and kept within reasonable and sensible limits.

The allowances are designed to be generous and if you are sensible with your energy consumption, it is unlikely that you will exceed these limits.

### **Gas & Electricity (No gas on premises)**

The maximum usage allowed per annum is shown below. If the tenancy agreement is less than a year, these figures will apply on a pro-rata basis.

If you exceed these limits, your landlord, or managing agent reserves the right to charge you for the additional consumption, the costs of which will be limited to the price paid for the additional consumption by the Landlord to the energy supplier.

<b>Number of Tenants</b>	<b>Annual Allowance for Energy per Premises £</b>
<b>1</b>	<b>725</b>
<b>2</b>	<b>1,190</b>
<b>3</b>	<b>1,440</b>
<b>4</b>	<b>1,450</b>
<b>5</b>	<b>1,810</b>
<b>6</b>	<b>2,180</b>

<b>Number of tenants</b>	<b>Max Annual Gas Usage per Premises (kwh)</b>	<b>Max Annual Electricity Usage Per Premises (kwh)</b>
1	10,000	2,500
2	15,000	4,000
3	18,000	5,000
4	20,000	5,000
5	25,000	6,000
6	30,000	7,000

### **Water & Sewerage**

For unmetered homes in England and Wales, the maximum rateable value of your Premises allowed is £200 for 1 to 5 tenants in your Premises, increasing by £30 for each additional tenant. For unmetered homes in Scotland, the maximum council tax band of your Premises is D. For 6+ tenants in your Premises, this may be extended on a case by case basis. If you exceed these limits, your landlord, letting or managing agent reserves the right to apply a Supplemental Charge to cover the amount by which you exceeded the allowance.

For metered homes in England, Wales, Scotland and Northern Ireland, the maximum usage allowed for 1 to 5 bed houses is 160 cubic meters of water and 160 cubic meters of sewerage per annum. For each additional bedroom above 5, your allowance increases by 20 cubic meters of water and 20 cubic meters of sewerage per annum.

If you exceed these limits, your landlord, or managing agent reserves the right to charge you for the additional consumption, the costs of which will be limited to the price paid for the additional consumption by the Landlord to the water and sewerage provider.

### **Broadband**

For the Internet to operate in a manner that satisfies the majority of its users, all users need to observe some rules and behaviours governing their use of it.

Illegal and inappropriate activities



As an Internet user, whilst connected to the Internet via Virgin Media you must comply with the relevant laws that apply in the UK. You should also be mindful of the fact that the Internet is a global medium and is regulated by the laws of many different countries. Material which is legal in this country may be illegal in another and vice versa.

These are some of the things that you must not do whilst connected to the Internet:

You must not, by using the service, download, possess or transmit in any way, illegal material (for example indecent images of children).

You must not send, publish, distribute, circulate or otherwise propagate any material that may be deemed to be grossly offensive or of an indecent, obscene nature or menacing in character.

You must not send, with the intention of causing annoyance, inconvenience or needless anxiety a message that you know to be false, or to cause such a message to be sent or to persistently make use of our service for that purpose.

You must not gain or attempt to gain unauthorised access to any computer systems for any purpose, including accessing the Internet.

You must not, without authorisation intentionally impair or attempt to impair the operation of any computer, prevent or hinder access to any program or data held in any computer or to impair the operation of any such program or the reliability of any such data (this could include deleting files, changing the desktop settings introducing viruses etc.).

You must not infringe the rights of others, including the right of privacy and copyright (an example would be sharing without permission of the copyright owner protected material such as a music or video file).

Many of these activities could result in legal action, a fine or a term of imprisonment or both.

If you are in any doubt as to the legality of anything, take independent legal advice before proceeding.

**Please sign to agree to all of the above terms & conditions.**

**Property address: #property\_address#**

**Signed by the Tenant (s): \_\_\_\_\_ (Printed Name): #applicant name#**