



Providing quality student housing in
Southampton

t: +44 (0)701 700 6699
e: info@studentpadz.co.uk

RESIDENT LANDLORD AGREEMENT

For letting furnished or unfurnished residential accommodation with a Resident Landlord

The Particulars:

Property address: XX Bedroom, being part of the building known as

38 Castle Street
Inner Avenue
Southampton
SO14 6HF

The Property is rented together with the fixtures furniture and effects (known as the Contents) which are listed on the Inventory/Schedule of Condition signed by the parties and use of the Shared facilities as listed below.

Shared Facilities: Facilities shared with Landlord include the kitchen/dining room, lounge, hallways & stairways, downstairs toilet, storage cupboard and garden. Use of the garage is at the Landlord's discretion.

The Landlord: Mr James C Gater (Address for service listed below)

The Tenant: Miss Anne Example

The Property: The property listed above which a maximum of one person may occupy.

The Contents: The Landlord's fixtures, fittings, furniture and contents as listed in the attached inventory.

The Rent *: £455.00 each month payable in advance by the 1st day of each month, the first payment payable on the start of the fixed term. The rent includes the *Inclusive Services*.

Inclusive Svs: Property management; Unlimited broadband internet (subject to ISPs extant fair-use policy); Regular whole-property cleaning; Reasonable use of gas, water and electricity

The Bank Account: Account number 24573450 in the name of Studentpadz Limited at the Hatton Garden branch of National Westminster Bank PLC, sort code 56-00-20.

- The Interest Rate:** Five percent per year above the base lending rate of National Westminster Bank plc.
- The Agreement:** This agreement including any variation or amendment of it.
- The Fixed Term:** 12 months from and including 1st September 20XX.
- The Deposit *:** A Deposit of £630.00 is payable upon signing of this agreement and may be held under the terms of the Tenancy Deposit Scheme managed by TDSL. In signing this agreement, tenants acknowledge that they have read the 'prescribed information' and 'government leaflet' available via the Studentpadz website.

** Tenants and their guarantors will be held 'jointly and severally liable' in their obligations contained within this agreement. This means that legal action may be brought against either party for the actions of the tenants and/or those that to whom they have provided access to the property. The group shall be known collectively as 'The Tenant' throughout this Agreement.*

1. The Letting

- 1.1 The Landlord lets and the Tenant takes the Property for the Term at the Rent payable as specified and upon the terms and conditions of this Agreement.
- 1.2 This Agreement creates a tenancy of a house, flat or rooms (defined as the Property of the foregoing particulars) in the home of a Resident Landlord.

2. Interpretation

- 2.1 The Landlord includes any person who will succeed the Landlord or who claims through or under the Landlord.

3. The Tenant Will

- 3.1 Pay the rent at the times and in the manner specified together with the cost of all services and charges not included in the rent. Specifically it is the tenant's responsibility to obtain student-exclusion from payment of Council Tax or to otherwise pay the full liability.
- 3.2 Not make any noise or play any radio, television, audio equipment or musical instrument in or about the Property so as to be audible outside the Property.
- 3.3 Not damage the Property or the Building or make any alteration in or addition to it or the electrical or plumbing system or change the style or colour of the decoration without the permission of the Landlord and use the Property in a tenant-like manner.
- 3.4 Keep the interior of the Property and Contents in the same condition, cleanliness repair and decoration, as at the start of the tenancy as detailed in the Inventory/Schedule of Condition with allowance for fair wear and tear.
- 3.5 Not remove any of the Contents from the Property.
- 3.6 Not obstruct the common parts of the Building or any Shared Facilities or keep or leave anything in them.
- 3.7 Permit the Landlord or the Landlord's agents at reasonable hours in the daytime by giving the Tenant twenty-four hours written notice:

3.7.1 To enter the Property to examine the state and condition of the Property and Contents or to carry out repairs to the Property Contents or Building or afford them all facilities so to do.

3.7.2 Within the last 56 days of the Term to enter and view the Property with prospective tenants.

3.8 Not assign or sublet or part with or share possession of the Property or any part thereof nor allow the Property to be occupied by more than the maximum number of permitted persons without the consent of the Landlord.

3.9 Not 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 exterior of the Property or use the Property for any other purpose other than a private residence for the Tenant.

3.10 Not use the Property for any immoral or improper purposes.

3.11 Not do or suffer to be done on the Property anything which may:

3.11.1 Be or become a nuisance or annoyance to the Landlord or the Tenants or occupiers of any adjoining premises.

3.11.2 Invalidate any insurance of the Property against fire or otherwise or increase the ordinary premium for such insurance. If the Tenant is to be absent from the Property for any period exceeding five days then the Landlord shall be notified by the Tenant in advance of the commencement of such period of the actual dates that the Property will be unoccupied. If such absence is to exceed fourteen days then the Tenant shall notify the Landlord in writing.

3.12 Not bring into the Property or Building any animals without prior written consent from the Landlord with such consent not to be unreasonably withheld.

3.13 Not to keep any dangerous or inflammable goods, materials, or substances in or on the property apart from those required for general household use.

3.14 Undertake disposal of refuse by placing refuse in the receptacles provided and in particular complying with the local authority recycling policy by using the correct containers provided for that purpose.

3.15 Not block or cause any blockage to the drains and pipes gutters and channels in or about the Property.

3.16 Notify the Landlord forthwith (which shall be confirmed in writing within 24 hours) of any defect in the Property which is the responsibility of the Landlord to repair and indemnify the Landlord against any liability which may be incurred by the Landlord whether to the Tenant or to any other party as a result of any such defect not having been so notified by the Tenant to the Landlord.

3.17 At the end of the Term:

3.17.1 Hand over the Property with vacant possession.

3.17.2 Hand over the Property and the Contents in the same state and condition and decoration as it was at the commencement of the Term and pay for the repair or replacement of those items of the Contents that have been damaged or lost during the

Term (reasonable wear and tear excepted).

3.17.3 Leave the Contents in the respective positions that they occupied at the commencement of the Term.

3.18 Not change any door locks and agree that the Landlord shall hold a spare set of keys.

3.19 Not bring in to the Property any electrical equipment which does not comply with current United Kingdom electrical regulations and has not been approved by the Landlord.

3.20 Not operate any washing machine before nine am in the morning or after nine pm at night.

3.21 Take proper care of the fixtures furniture and effects in the property, noting that a regular cleaning service does not preclude users from leaving shared facilities in the state they found them.

3.22 Observe any rules or regulations the Landlord may make for the management of the Building, specifically regarding smoking and the wearing of shoes inside the property.

4. Rent Arrears/Breach of Tenancy/Termination

4.1 If the rent or any part shall be in arrears for at least 14 days after it shall have become due (whether legally demanded or not) or if there shall be a breach of any of the agreements by the Tenant, the Landlord may re-enter the Property (subject always to any statutory restrictions on the power of the Landlord to do this) and immediately thereon the tenancy shall terminate without prejudice to the other rights and remedies of the Landlord.

4.2 Either party may terminate this agreement by giving to the other a notice in writing of at least the period of notice specified in the particulars explaining at any time and upon the expiry of that notice the tenancy will end and the Tenant will give vacant possession of the Property to the Landlord, without prejudice to the right of either party to claim against the other for any breach of the terms of this Tenancy.

5. The Landlord will

5.1 Indemnify the Tenant against all assessments and outgoing in respect of the Property which are the responsibility of the Landlord, (excluding Council Tax).

5.2 Allow the Tenant to quietly possess and enjoy the Property during the Term without interruption from the Landlord so long as the Tenant pays the rent and performs the other obligations of the Agreement.

5.3 Return to the Tenant any rent payable for any period while the Property is rendered uninhabitable by fire.

5.4 Keep the common parts of the Building and Shared Facilities lighted, and cleaned.

5.5 Any goods or personal effects belonging to the tenant or members of the tenant's household which shall not have been removed from the premises within 14 days after the expiry or sooner termination of the tenancy hereby created shall be deemed to have been abandoned and thereafter the landlord can dispose of such goods as he deems appropriate.

5.6 The Landlord shall have the option on the 12 month anniversary of this agreement to increase the rent by such percentage as shall equate to the percentage rise in the retail prices index on an annualised basis for the preceding six month period (up to a maximum of

5.5%) provided the Landlord shall give the tenant 2 months notice of his intention to exercise this option.

6. Landlord & Tenant Act 1985

This Agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 as applicable to the Tenancy.

7. Deposit

The deposit which the Tenant has paid to the Landlord shall be returned upon expiry of the Term and vacant possession of the Property less such sum as the Landlord shall deduct in respect of:

7.1.1 Arrears of Rent

7.1.2 The cost of repairing decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Term (reasonable wear and tear excepted).

7.1.3 Any other monies owed by the Tenant to the Landlord.

8. Service of Notices on Landlord

The Landlord gives notice to the Tenant pursuant to Section 48(1) of the Landlord and Tenant Act 1987 that notices (including notices in proceedings) may be served on the Landlord at the address for the Landlord stated in the Particulars of this Agreement or alternatively at the offices of the Studentpadz Ltd, as noted on this agreement.

9. Service of Notices on Tenant

Any demand for payment or notice made or given to the Tenant under this agreement or under any statute shall be delivered by hand or sent by first class post to the Property or the Tenant at their last known address.

10. Resident Landlord Declaration

The parties declare and the Tenant acknowledges that the Landlord is a Resident Landlord within the meaning of Schedule 1 of the Housing Act 1988 and resides in another part of the building of which the Property forms part. Accordingly no security of tenure arises under the Housing Act 1988.

11. Data Protection Act 1988

If at the end of the Tenancy there has been any breach of the terms of the Tenancy Agreement by the Tenant, the Landlord may at his option notify the National Landlords Association ("NLA") (or any body which may succeed it) of that fact. All other member landlords of the NLA have access to that information.

12. Tenants' Own Insurance

The Tenant acknowledges that they are responsible for insuring their own belongings, furniture and furnishings in the Property and the Landlord will not accept liability for any loss or damage that may occur as a result of use within the Property.

13. Attached to and forming part of this Agreement are signed copies of:

Inventory/Schedule of Condition dated 01 September 20XX

Signed as an Agreement Dated XX September 20XX

For and on behalf of the Landlord:

Mr JC Gater

In the presence of:

.....

Address:

.....
.....
.....

By the Tenant, having read and understood the above 13 clauses:

I the undersigned understand that, including my guarantor, I will be held 'jointly and severally liable' in the obligations contained within this agreement. I understand that this means that legal action may be brought against either one of us regarding my obligations under this tenancy.

Miss Anne Example

In the presence of:

.....

Address:

.....
.....
.....

*** Tenants are reminded to initial the top right hand corner of each page**

Inventory:

As at 1 September 20XX

Kitchen & Hallway:

- 1 x IKEA Norden beech dining table
- 4 x IKEA Borge chairs (white covers)
- 1 x Brabantia circular stainless steel bin
- 1 x Dyson DC08 (reconditioned)
- 1 x Dualit kettle
- 1 x Dualit toaster
- 1 x Panasonic microwave
- 1 x IKEA Shoe-rack

Lounge:

- 1 x Onkyo TXSR308 Amplifier
- 1 x Humax Foxsat SDR Freesat receiver
- 1 x Tannoy 5.1 speaker system (including four Tannoy stands)
- 1 x LG 32' LED TV
- 1 x Glass/Aluminium TV Stand
- 1 x SCS brown leather L-shaped sofa
- 4 x IKEA cushions with calf-leather covers
- 1 x IKEA rug
- 1 x IKEA print (mounted on rear wall)

Bedroom 1 (1st Floor):

- 1 x Ikea 'Pax' 201x100 double wardrobe, oak veneer (one mirror door)
- 1 x IKEA Malm double bed
- 1 x Double mattress
- 1 x 120x80cm IKEA Galant desk
- 1 x IKEA Leather office chair

Bedroom 2 (2nd Floor rear):

- 1 x Ikea 'Pax' 201x100 triple wardrobe, oak veneer (one mirror door)
- 1 x IKEA Malm double bed
- 1 x Double mattress
- 1 x 120x80cm IKEA Galant desk
- 1 x IKEA Leather office chair